

## AGENDA

## Ardsley Village Board of Trustees

## 8:00 PM - Monday, October 19, 2020

BROADCAST LIVE ON VERIZON 32/35 \& CABLEVISION 75
Join Zoom Meeting
https://us02web.zoom.us/j/83885870305?pwd=L2xaT2RVc0srdUNEdDZpS ORoTOhaQT09

Meeting ID: 83885870305
Passcode: 175821
One tap mobile
+19292056099,,83885870305\# US (New York)
Dial by your location

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\text { +1 } 9292056099 \text { US (New York) }
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Find your local number: https://us02web.zoom.us/u/kATGnHrBR

PRESENTATION-HONORING THE RETIREMENT OF RICHARD THOMPSON

## 8:15 p.m. - PUBLIC HEARING

Continuation of Public Hearing-To Discuss the Proposed Permit to Replace the Site Lighting in the Parking Lot at 921 Saw Mill River Road

## 1. ANNOUNCEMENT OF EXIT SIGNS

2. PLEDGE OF ALLEGIANCE

## 3. APPROVAL OF MINUTES:

3.a Regular Meeting Minutes-October 5, 2020

## 4. DEPARTMENT REPORTS

### 4.1. LEGAL

### 4.2. MANAGER

4.2.a Village Manager's Report October 19, 2020

### 4.3. TREASURER

4.3.a Abstract Report October 19, 2020

### 4.4. BUILDING

4.4.a September 2020 Building Department Report

### 4.5. FIRE

4.5.a September 2020 Fire Department Report

### 4.6. POLICE

4.6.a September 2020 Police Department Report

### 4.7. MAYOR'S ANNOUNCEMENTS

### 4.8. COMMITTEE \& BOARD REPORTS

## 5. VISITORS

6. OLD BUSINESS:
6.a Consider a Resolution Approving the Permit to Replace the Site Lighting at 921 Saw Mill River Road (Wells Fargo Bank)

## 7. NEW BUSINESS:

7.a Consider a Resolution Awarding Contract for 2020 Joint Road Milling \& Resolutions
7.b Consider a Resolution to Renew the County Snow \& Ice Contract from October 1, 2020 through September 30, 2025
7.c Consider a Resolution Authorizing the Village Manager to Enter into an Agreement with Pace Land Use Law Center for Services Related to Police Reform Review
8. CALL FOR EXECUTIVE SESSION
9. ADJOURNMENT OF MEETING

## 10. NEXT BOARD MEETING:

November 2, 2020

## Wells Fargo- 141487-921 Saw Mill River Rd, Ardsley, NY



Replace existing fixture with C-AE1. Fixture finish is specified as bronze.
$\square$ ARE-EDG-4M-DA-06-E-UL-BZ-700-40K / WALL MOUNT / CREE

## Wells Fargo- 141487-921 Saw Mill River Rd, Ardsley, NY



Add 2 new C-AE2 fixtures. Fixture finish is specified as bronze.
$\square$ ARE-EDG-4M-DA-06-E-UL-BZ-700-40K / WALL MOUNT / CREE

## Wells Fargo- 141487-921 Saw Mill River Rd, Ardsley, NY



Add 2 new C-AE2 fixtures. Fixture finish is specified as bronze.

| $\square$ | 2 | C-AE2 |  |
| :--- | :--- | :--- | :--- | $\square$ ARE-EDG-4M-DA-06-E-UL-BZ-700-40K / WALL MOUNT / CREE

## Wells Fargo- 141487-921 Saw Mill River Rd, Ardsley, NY



Replace existing pole fixtures with 2 C-AQ1. Fixture finish is specified as bronze.


## Wells Fargo- 141487-921 Saw Mill River Rd, Ardsley, NY



Replace 4 existing fixtures with 4 C-BO1. Fixture is specified as white.

| $\square$ | 4 | C-BO1 | SINGLE | 4 |
| :--- | :--- | :--- | :--- | :--- | CPY250-A-DM-F-20W-UL-WH-4OK / CANOPY MOUNT / CREE © GMR 2019

## Wells Fargo- 141487-921 Saw Mill River Rd, Ardsley, NY



Replace 4 existing fixtures with 4 C-BO1. Fixture is specified as white.

| (-BO1 | SINGLE | 4 |
| :--- | :--- | :--- | :--- | :--- | CPY250-A-DM-F-20W-UL-WH-4OK / CANOPY MOUNT / CREE

## Wells Fargo- 141487-921 Saw Mill River Rd, Ardsley, NY



Replace 2 existing fixtures with 2 C-BQ1. Fixture is specified as white.

| $+\square$ | 2 | c-BQ1 |
| :--- | :--- | :--- | SINGLE

## Wells Fargo- 141487-921 Saw Mill River Rd, Ardsley, NY



Replace 2 existing fixtures with 2 C-BQ1. Fixture is specified as white.
$\qquad$ SINGLE

## Wells Fargo- 141487-921 Saw Mill River Rd, Ardsley, NY

All Y fixtures are left out of scope

| $\square$ | 1 | $Y_{1}$ | SINGLE | 1 |  |  |
| :--- | :--- | :--- | :--- | :--- | :--- | :--- |
| + | 12 | $Y_{2}$ | SINGLE | 12 | - | EXISTING CANOPY MOUNT FIXTURE |
| $\square$ | 3 | $Y_{3}$ | SINGLE | 3 | - | EXISTNG CANOPY MOUNT FIXTURE |
| $\square$ | 1 | $Y_{4}$ | SINGLE | 1 | - | EXITING CANOPY MOUNT FIXTURE |
| $\square$ |  |  |  |  |  |  |



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ATM PHOTOMETRIC PLAN - 50' RADIUS @ 60" ABOVE GRADE


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ATM PHOTOMETRIC PLAN - 30' RADIUS @ GRADE
Scale: $1^{1 "}=20$


ATM PHOTOMETRIC PLAN - 60' RADIUS @ 60" ABOVE GRADE
$\underbrace{52}_{\text {GRAPHIC SCALE }} \underbrace{2 .}$
$\underbrace{\text { GRAPHIC SCOLLE }}_{10}$ GRAPHIC SCALE




## MINUTES

## Ardsley Village Board of Trustees

## 8:00 PM - Monday, October 5, 2020

Meeting held via Zoom platform

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

Absent:
******MOMENT OF SILENCE IN MEMORY OF NORMAN GOODFARB******

1. 8:05 p.m. - PUBLIC HEARING Continuation of Public Hearing -To Pursue Eminent Domain Proceedings for the Properties Located on Heatherdell Road \& Saw Mill River Road.
1.1 Public Hearing was opened at 8:05 p.m.

No one came to speak on this matter.
2. 8:15 P.M. - PUBLIC HEARING Public Hearing-To Discuss the Proposed Permit to Replace the Site Lighting in the Parking Lot at 921 Saw Mill River Road
2.1 Public Hearing was opened at $8: 15$ p.m.

Mayor read the Notice into the Record.
At 8:18 p.m. Trustee Edelstein: Resolved that this public hearing be adjourned for the permit to replace the site lighting in the parking lot at 921 Saw Mill River Road to October 19, 2020 at 8:15 p.m. Seconded by D'Emilio and passed unanimously.
3. SPECIAL PRESENTATION Sustainable Westchester-Jasmine Graham -Westchester Power Community Energy Program
3.1 Jasmine Graham from Sustainable Westchester provided the Board with a Westchester Power Presentation regarding bid results and contract information.

There are 27 municipalities participating in the CCA. Notification letters will be mailed to residents on November 4th, 30 day opt out period will be from November 9th-December 9th and enrollment will begin on January 1st. If anyone has any questions regarding this program, please call 914-242-4725 or email info@sustainablewestchester.org.

WP PostContract Ardsley_10.05.2020

## 4. ANNOUNCEMENT OF EXIT SIGNS

5. PLEDGE OF ALLEGIANCE
6. APPROVAL OF MINUTES:
6.1 Regular Meeting September 21, 2020

Moved by Trustee DiJusto Seconded by Trustee Yager and passed unanimously. RESOLVED that the Village Board of the Village of Ardsley hereby approves the minutes of the Regular Meeting of Monday, September 21, 2020 as submitted.

## 7. DEPARTMENT REPORTS

## 1. LEGAL

1.a Village Attorney Ponzini stated there is nothing to report other than the matters that may have been submitted in memorandum form and has been working with staff on various ongoing items. He is also available for Executive Session if needed.

## 2. MANAGER

2.a Village Manager's Report -October 5, 2020-Village Manager, Meredith Robson read the following report:

1. CENSUS: After various confusing reports, census responses are back to being due by October 31st! Please do your part and complete the form as soon as possible! Census counts may make a huge difference in potential federal
funding opportunities and representation. As of today, our response rate is $80.4 \%$. If you are part of the $19.6 \%$ who have not responded, please do so!!!
2. COLUMBUS DAY CLOSING: All offices, including the Library, Community Center, Court, and the Department of Public Works will be closed on Monday, October 12, 2020 in observance of Columbus Day. Since there will be no garbage collection on Monday, there will be Village-wide garbage collection on Tuesday, October 13, 2020. The rest of the week will follow a normal schedule.
3. CON EDISON GAS LINE PROJECT: We expect to have an updated project schedule from Con Ed on our website by Wednesday. Weather permitting, they expect to continue the gas main project throughout the winter. We are doing our best to work with them to attempt to minimize the disruptions caused by this work.
4. ROADWORK: As most people know, we have begun our curbing work in preparation of this year's milling and paving work. We have put out information on a number of occasions and I want to again take this opportunity to remind the community that road improvements will include concrete curbing and any Belgian Block curbing in the public right-of-way will be removed. The Board of Trustees has not yet been asked to authorize the milling and pavement contract for this year because we are still trying to work with Con Ed on the ultimate paving of Ashford Avenue. We have pushed back action on this bid until we finalize an agreement with Con Ed.
5. New Hires and Retirement: As everyone might recall from the last meeting, we have now hired a new Highway General Foreman! David DiGregorio has joined us on October 1 and I want to officially welcome him! David comes to us with a great deal of experience and I look forward to working with him. I also want to give a heartfelt thank you to Rick Thompson for his many years of service to the Village. Rick has managed the highway department, served as Fire Chief, and served as chief cook and bottle washer for all sorts of Village events because of his extraordinary culinary talents! For more than 21 years, Rick has given his heart and soul to this Village and his contributions are acknowledged and greatly appreciated. I'm sure I speak for all of us in wishing Rick a long, healthy and wonderful retirement!

## 3. TREASURER

3.a Abstract Report-October 5, 2020<br>Village Manager Meredith Robson read the Treasurer's Report for October 5, 2020.<br>Village Manager Robson stated that the bills for the past two weeks totaled as follows: From the General Fund: $\$ 101,991.68$; from the Sewer Fund: $\$ 0.00$; from the Trust \& Agency fund: $\$ 18,504.97$ and from the Capital Fund: $\$ 187,759.88$<br>Moved by Trustee Yager, Seconded by Trustee DiJusto and passed unanimously. RESOLVED that the Village Board of the Village of Ardsley hereby

authorizes the Village Treasurer to make the following payments: From the General Fund: \$101,991.68; from the Sewer Fund: \$0.00; from the Trust \& Agency Fund: \$18,504.97 and from the Capital Fund: \$187,759.88.

## 4. BUILDING No Building Department Report

5. FIRE No Fire Department Report
6. POLICE No Police Department Report

## 7. MAYOR'S ANNOUNCEMENTS

7.a Mayor Kaboolian announced the following:

- Echoed the Village Manger's comments about Rick Thompson. He has been the heart and soul of the Village of Ardsley for so many years. Rick was not only our Highway Foreman, he was our Fire Chief and volunteered so many hours of his time. Wished him all the best in his retirement.
- Continues to participate on the Covid-19 County calls with the Village Manager.
- Early Voting will take place October 4th-November 1st. at Dobbs Ferry Village Hall and Greenburgh Town Hall.
- Continues to participate on the County Police Reform calls.


## 8. COMMITTEE \& BOARD REPORTS

8.a Trustee DiJusto announced the following:

- TIPPS Committee met via zoom on September 30th and they spoke about the noise complaints from the Thruway.
- Greenburgh has a public hearing to discuss proposed legislation regarding drag racing on the Thruway in Greenburgh and potentially losing their cars.
- The committee asked for additional signage at the top of Ashford Avenue Bridge.
- Discussed opening the path between Huntley Drive and Joyce Lane in Hartsdale.
- Spoke about the "Slow Down in Ardsley" campaign.
- Discussed the crosswalk at Macy Park.
- 9A paving is complete.
- Resident approached the Committee about placing additional bike racks at our parks.

Trustee Yager announced the following:

- CEAC met October 1, 2020 and they reviewed their 2020-2021 goals.
- Making some progress on the Comprehensive Plan.

Trustee D'Emilio announced the following:

- Drug take back day will be on October 24th 10:00 am- 2:00 pm at Village Hall
- 125th Anniversary Committee will be meeting again on October 13th.


## Trustee Edelstein

- Ardsley Recreation Commission met last month about various events for the months coming up.
- Friday, October 16th there will be a movie in the park. Movie showing will beHappy Halloween Scooby Doo. Seating is limited so please register at www.ardsleyrec.com
- Trunk or Treat will take place on October 24th at Pascone Park. at 12:45 p.m.
- Possibly exploring some fun runs.


## 8. VISITORS

## 9. OLD BUSINESS:

### 9.1 Consider a Resolution to Close and Abandon Eminent Domain Proceedings

Moved by Trustee D'Emilio, Seconded by Trustee Edelstein and passed unanimously. Be it RESOLVED, thattheBoardofTrusteesoftheVillageofArdsleyhereby closesthePublicHearingopened onJune15,2020withrespecttoaproposed Eminent Domain taking at 775 Saw Mill River Road and 800 Saw Mill River Road,VillageofArdsley,NewYork,and

BeitFURTHERRESOLVED,thattheBoardofTrusteesoftheVillageofArdsley abandons such proposed Eminent Domain proceeding, as presently proposed, and continues its authorization of the Village Manager to negotiate any permanent and/or temporary easements with such property owners as may be desirable or required to allow the sidewalk, fencing, and stabilization public improvement project to moveforward.

## 10. NEW BUSINESS:

### 10.1 DISCUSSION-LITTLE LEAGUE FIELD IMPROVEMENTS

Mr. Adamo Maiorano was present to provide the board with the proposed deign of creating key updates to field 2 by extending the out field to an increased length of 200 ft . in order to expand the program for $12 / 13$ year olds, while allowing more premier games to be held on Field 2. An interlocking retaining wall is proposed along the east end of field 2 which also serves as an access path to the t-ball field, batting cages, and spectator viewing for the $t$-ball field.

Mayor Kaboolian advised that the Board will discuss further and will report back to the Little League.

Ardsley little league cover letter
ARDSLEY LITTLE LEAGUE F. 2
Fiberon - Cladding Brochure

### 10.2 Consider a Resolution of the Village Board Determining that Proposed Action: Development of 657 Saw Mill River Road in the Village of Ardsley is an Unlisted Action and Providing for Coordinated Review Under SEQRA by Declaring Their Intent to Act as Lead Agency

## Moved by Trustee DiJusto, Seconded by Trustee Yager and passed unanimously. WHEREAS,

the Village Board of the Village of Ardsley (the "Village Board") on 9/18/20 received an Application for Board of Trustees Site Plan Approval for the redevelopment of property located at 657 Saw Mill River Road in the Village of Ardsley designated on the tax assessment map of the Town of Greenburgh as Parcel No. 6.50-35 Lots 8, 9, 10 and 11 (the "Subject Site"), from the Thorpe-McCartney Family Limited Partnership as the owner and Thomwood Four Comers LLC as the lessor (hereinafter collectively the "Applicant") with the proposed use subject to site plan approval by the Village Board after reviewand recommendation by the Village of Ardsley Planning Board (the "Planning Board") and Village of Ardsley Board of Architectural Review (the "BAR"); and

WHEREAS,priortotheinitialofthesubmissionofthesubjectapplication,theApplicant completed certain remedial cleanup actions related to limited contamination and applied for and receivedademolitionpermittoremovetheexistingbuilding;and

WHEREAS, prior to receiving the formal Application for Board of Trustees Site Plan Approval, the Applicant submitted an application form dated $2 / 23 / 18$, building plans including exteriorelevationspreparedbyMadisonIndustriessigned1/24/19, siteplansetpreparedbyJMC Site Planner, Civil \& Traffic Engineer, Surveyor and Landscape Architect (JMC) dated 5/26/20 and a long form environmental assessment form (EAF) signed by JMC dated 8/15/20(hereinafter the "Site Plan Application");and

WHEREAS, the Site Plan Application calls for the redevelopment of the Subject Site to include a new $1,800 \pm$ square foot convenience store, 8 new gas pumps with canopy, associated driveway improvements and sidewalk all supported by 20 parking spaces (hereinafter the "Proposed Action");

WHEREAS, the Village Board has reviewed the applicable standards of SEQR 6 NYCRR Part 617.6(b), and concluded that it should be designated as the lead agency in the coordinated environmental review of the Proposed Action, as it is the local agency with the broadest governmental powers to investigate the impacts of the Proposed Action.

NOW, THEREFORE, BE IT RESOLVED, the Village Board pursuant to Article 8 of the Environmental Conservation Law ("SEQR"), Part 617 of the General Regulations adopted pursuant thereto ("Part 617")
specifically §617.4 and §617.5 and, hereby determines that the Action is subject to SEQR and is an Unlisted Action; and

BE IT FURTHER RESOLVED, that the following agencies identified by the EAF, using all due diligence, are interested or involved agencies for the Proposed Action and should be provide a copy of this Notice oflntent to Act as Lead Agency:
Village of Ardsley Planning Board
Village of Ardsley Board of Architectural Review Westchester County Department of Health Westchester County Department of Planning Village of Dobbs Ferry Village Board
New York State Department of Environmental Conservation New York State Department of Transportation
New York State Thruway Authority
Federal Emergency Management Agency; and

BE IT FURTHER RESOLVED, that the Village Board hereby directs that a Lead Agency Coordination Notice be circulated among interested and involved agencies together with copies of the EAF, and such other information as is appropriate, indicating the Village Board's intent to assume the role of Lead Agency for the Action under SEQR and Part 617, and that a minimum of30daystocommentontheBoard'sIntenttoActasLeadAgencyandthatanycorrespondence on this matter be directed to the Office of the Building Inspector, 507 Ashford Avenue, Ardsley, NY10502.
10.3 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 Yager, Seconded by Trustee DiJusto and passed unanimously. RESOLVED, that the Village Board of the Village of Ardsley hereby authorizes the 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, 2020 through September 29, 2021.
10.4 Consider a Resolution to Authorize the Village Manager to Sign an Agreement Between the Village of Ardsley and Student Assistance Services for Technical Assistance and Evaluation Services

Moved by Trustee D'Emilio, Seconded by Trustee Edelstein and passed unanimously. RESOLVED, that the Village Board of the Village of Ardsley hereby authorizes the Village Manager to sign an agreement with Student Assistance Services Corporation to provide technical assistance and evaluation services to the SAYF Coalition for the period of September 30, 2020 through September 29, 2021.

## 11. CALL FOR EXECUTIVE SESSION-LEGAL ADVICE

## 12. ADJOURNMENT OF MEETING

12.1 Trustee Edelstein: RESOLVED, that the Village Board of the Village of Ardsley Hereby adjourns the regular meeting of Tuesday, October 5, 2020, at 9:36 p.m. Seconded by Trustee D'Emilio and passed unanimously.
13. NEXT BOARD MEETING: October 19, 2020

Village Clerk

## WESTCHESTER POWER

Bid Results \& New Contract Information

## WESTCHESTER POWER CCA wUNCLIPALPARTICLPATION

| Ardsley | Larchmont | North Salem | Rye Brook |
| :--- | :--- | :--- | :--- |
| Bedford | Lewishoro | Ossining Village | Rye City |
| Croton-on-Hudson | Mamaroneck Village | Ossining Town | Sleepy Hollow |
| Dobhs Ferry | Mamaroneck Town | Peekskill | Somers |
| Greenburgh | Mount Kisco | Pelham Village <br> Hastings-on-Hudson <br> Irvington | Tarytown <br> New Rochelle |

## WESTCHESTER POWER: BID RESULTS \& 2021 CONTRACT

## BID RESULTS

Residential Standard
Supply

6.749 cents
for 18 months


Ans Bex comene


Best Bids

| Best Bids |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: |
|  | 12 Month | 18 Month | 24 Month | $\begin{gathered} 36 \\ \text { Month } \end{gathered}$ | $\begin{gathered} 48 \\ \text { Month } \end{gathered}$ |
| Best Bid | 6.689 c | 6.749 c | 6.855 c | 7.121 c |  |
| Supplier | Constellation NewEnergy | Constellation NewEnergy | Constellation NewEnergy | $\begin{aligned} & \text { Eligo } \\ & \text { Energy } \end{aligned}$ |  |

## BID RESULTS

Residential Green
Supply

7.405 cents
for 18 months



|  | 12 Month | 18 Month | $\begin{gathered} 24 \\ \text { Month } \end{gathered}$ | 36 Month | 48 <br> Month | Supplier | $\begin{gathered} 12 \\ \text { Month } \end{gathered}$ | $\begin{gathered} 18 \\ \text { Month } \end{gathered}$ | $\begin{gathered} 24 \\ \text { Month } \end{gathered}$ | $\begin{gathered} 36 \\ \text { Month } \end{gathered}$ | $\begin{gathered} 48 \\ \text { Month } \end{gathered}$ |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Best Bid | 7.340 C | 7.405 C | 7.500 C | 7.890 C |  | Indra Energy | 7.340 C | 7.600 C | 7.5000 | 7.890 C |  |
| Supplier | Indra Energy | Constellation NewEnergy | Indra | Indra Energy |  | Constellation NewEnergy | 7.3476 | 7.4058 | 7.505 c |  |  |
|  |  |  |  |  |  | Eligo Energy | 7.4906 | 7.667 C | 7.7756 | $7.970{ }^{\text {c }}$ |  |
|  |  |  |  |  |  | Gen | 8.680 C | 8.500 c | 8.730 c | 8.7300 |  |

## BID RESULTS

Commercial Green
Supply

7.100 cents
for 18 months


## KEY DATES

NOVEMBER $4^{\text {th }}$ - Notification Letters sent to Residents
NOVEMBER 9 ${ }^{\text {th }}-$ DECEMBER $9^{\text {th }}-30$ Day Opt Out Period
JANUARY $1^{\text {st }}-$ Enrollment begins


## OPTING OUT \& SWITCHING SUPPLY OPTIONS

## Residents can opt out at any time with no penalty

POSTCARD - Sign and send back postmarked postcard
PHONE— Call our office (914) 242-4725 and we'll help you switch your supply option or opt out

ONLINE— www.sustainablewestchester.org/wp/

## OUTREACH \& EDUCATION

Outreach is ongoing and a robust emphasis on digital outreach that includes:

COUNTY \& LOCAL PRESS


DIGITAL COLLATERAL \& CONSUMER
EDUCATION VIDEO SERIES
sustainablewestchester.org/wp or
Sustainable Westchester Media on YouTube


SOCIAL MEDIA POSTING


VIRTUAL COMMUNITY EDUCATION SESSIONS (transitioning to in person \& events as allowable)


COMMUNITY DESIGNS E N G I N E E R I N G D.P.C. CDESIGNSENGINEERING@GMAIL.COM

439 White Plains Rd. Phone: 914-346-5616
Eastchester, NY $10709 \quad$ Fax: 914-352-0114

September 25 ${ }^{\text {th }}$, 2020
TO: Village of Ardsley- Board of Trustees
CC: Larry J. Tomasso, Building Inspector.
Project Address: McDowell Park: Ardsley Little League
377 Heatherdell Rd Ardsley, N.Y. 10502
Section: 6.60 Block: 39 Lot(s): 18\&19 Zone: R-1
The applicants of the Ardsley Little League are seeking approval for field improvements, alterations, and updates to the related field structures proposed in the attached drawings. The ultimate objective the applicants wish to create is too have increased use options, spectator viewing, and condition upgrades to the current Field 2. Currently Field 1 hosts the little leagues premiere games, with its outfield distance necessary to do so. Due to the proximity to Field 1 and the property line as well as Heatherdell Road, creating certain desired features such as optimal spectator viewing, dugouts, and a future press box makes it very problematic.

In our proposed design we wish to create key updates to Field 2 by extending the outfield to an increased length of 200ft in order to expand the program for $12 / 13$ year olds, while allowing more premiere games to be held on Field 2. Field 2 as well has a more preferable spectator viewing experience with room to expand in the future as well for a potential press box. In doing so we are proposed new fencing around field 2 as well as the current t-ball field to be repositioned. An interlocking retaining wall is proposed along the east end of field 2 which also serves as an access path to the t-ball field, batting cages, and spectator viewing for the t-ball field. Along the new retaining wall certain trees as designated in the attached tree removal plan are proposed to be removed as well as other invasive plantings around the t-ball spectator stands to create a more suitable and comfortable area for viewing games. In its current location the existing dugouts for field 2 will be removed and replaced with new dugouts as proposed. The $t$-ball field's home plate relocation will also be improved with new dugouts relocated as per plans. Minor site improvements will also take place with field condition improvements, fencing, spectator stands, and painting.
Please feel free to contact the undersigned, should you have any questions or concerns about the application prior to the meeting.

Sincerely,
Adama Maiorana

ADAMO MAIORANO
B. ARCH, ASSOC. AIA


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## ABSTRACT FOR VILLAGE BOARD MEETING OF OCTOBER 19 ${ }^{\text {TH }}, 2020$

GENERAL FUND
\$209,392.66
TRUST \& AGENCY FUND $\$ 825.00$
CAPITAL FUND $\$ 0.00$
SEWER FUND $\$ 0.00$

| ABSTRACT FOR VILLAGE BOARD MEETING OF October 19th, 2020 <br> Vescription |
| :--- |
| Amount   <br> 3D WALLAUER Caulk, inv 304265/F 31.70 <br> 3D WALLAUER Paint supplies inv 304278-F 44.40 <br> 3D WALLAUER Black Ties 9.99 <br> A1 COMPUTER SERVICES INC. October 2020 IT Support 23.99 <br> A1 COMPUTER SERVICES INC. October 2020 IT Support 732.00 <br> A1 COMPUTER SERVICES INC. October 2020 IT Support $1,326.50$ <br> A1 COMPUTER SERVICES INC. October 2020 IT Support 175.00 <br> AAA EMERGENCY SUPPLY CO SCBA Bottles, Pump Fix, Misc $5,815.65$ <br> AAA EMERGENCY SUPPLY CO Hydro Test 180.00 <br> ACME EXTERMINATING October 2020 Service 69.66 <br> AIRGAS HDL Trch \& Attachment 378.86 <br> AIRGAS Rental cyl inv 9973846055 89.60 <br> BOND SCHOENECK \& KING Professional Serv inv 19840993 $2,175.00$ <br> BPAS GASB 73 report 750.00 |


| CABLEVISION LIGHTPATH INC. | Usage for 10-1 to 10-31 | $2,284.19$ |
| :--- | :--- | ---: |
| Camoin Associates | Bridge St Development | 160.00 |
| CARDMEMBER SERVICE | payment acct ending 8 5948 | 198.00 |
| CARDMEMBER SERVICE | payment acct ending 8 5948 | 10.35 |
| CARDMEMBER SERVICE | payment acct ending 8 5948 | 57.81 |
| CARDMEMBER SERVICE | payment acct ending 85948 | 9.99 |
| CARDMEMBER SERVICE | payment acct ending 85948 | 9.99 |
| CARDMEMBER SERVICE | Assorted rifle accessories | 125.60 |
| CARDMEMBER SERVICE | Assorted rifle accessories | 0.01 |
| CARDMEMBER SERVICE | Amazon for iPads | 854.85 |
| CARDMEMBER SERVICE | purchases for trunk or treat | 57.40 |
| CDW GOVVRNMENT | Printer cable car 94 | 13.88 |
| COLLEEN BLANCO | REFUND FOR YOGA | 120.00 |
| CON EDISON | Usage for -10/6/20 | 1.40 |
| CON EDISON | Usage for, 9-8 to 10-7 | 55.82 |
| CON EDISON | Usage for 9-8 to 10-7 | 272.88 |
| CON EDISON | Usage for 8-31 to 9-30 | 260.98 |
| CON EDISON | Usage for 9-8 to 10-7 | 60.38 |
| CORSI TIRE | Tires, Balancing, Scrap | $1,902.80$ |
| D.P. WOLFF INC | Repair to exhaust \#4 | $1,020.00$ |
| DIG SAFELY NEW YORK INC | Dig Request inv 20090822 | 10.00 |
| DUNCAN PARKING TECHNOLOGIES IN | parking meter charges | 465.00 |
| Edmunds GovTech | 2021 Software Maintenance | $8,210.00$ |
| GABRIELLI TRUCK SALES LTD | Software License and Update | $2,029.98$ |
| GENERAL CODE PUBLISHERS | Map \& GIS Software | $2,080.00$ |
| GEORGE MALONE | direct public and govt access | 791.45 |
| Giorgio Construction | Flooring, bathroom \& Cabinet | $9,000.00$ |
| Giorgio Construction | CC bathroom renovations-add'l | $4,750.00$ |
| JAMES J HAHN ENGINEERING PC | Heatherdell Fence \& Slope | 787.50 |
| JAMES J HAHN ENGINEERING PC | American Leg \& Revolutionary | $2,711.25$ |
| JAMES J HAHN ENGINEERING PC | Milling and Paving | $9,637.50$ |
| LONG ISLAND SANITATION EQUIP. | Hose Purchase | $1,899.79$ |
| NYS EMPLOYEES HEALTH INS | November medical premium | $125,448.01$ |
| OPTIMUM | Usage for 10-8 to 11-7 | 156.76 |
| OPTIMUM | Usage for 10-8 to 11-7 | 201.44 |
| OPTIMUM | Usage for 10-8 to 11-7 | 138.22 |
| OPTIMUM | Usage for 10-8 to 11-7 | 29.95 |
| ORTIZ WELDING | Bearings, Tube | 128.00 |
| PARTS AUTHORITY | Brake Lines, Fittings | 19.71 |
| PARTS AUTHORITY | Fuse | 50.66 |
|  |  |  |


|  | PAUL BUNYAN TREE SERVICE | Removal |
| :--- | :--- | ---: |
| POSTMASTER WHITE PLAINS | USPS MARKETNG MAIL | $2,000.00$ |
| RICHARD THOMPSON | Services from 10/1-10/9 | 240.00 |
| RICHARD THOMPSON | Services from 10/1-10/9 | $1,600.71$ |
| RINA SCHUNK | September 2020 | 250.00 |
| SCARSDALE FORD INC. | Element | 68.81 |
| SMJT CORP DBA | September Daily Cleaning Service | $1,121.00$ |
| SMJT CORP DBA | September Daily Cleaning Service | $1,125.80$ |
| SMJT CORP DBA | September Daily Cleaning Service | 265.00 |
| SMJT CORP DBA | September Daily Cleaning Service | 354.00 |
| SUEZ WATER WESTCHESTER DIST. \# | Usage for 9-2 to 9-29 | 152.34 |
| SUEZ WATER WESTCHESTER DIST. 1 | Usage for 9-2 to 9-29 | 101.70 |
| SUEZ WATER WESTCHESTER DIST. 1 | Usage for 9-2 to 9-28 | 78.46 |
| SUEZ WATER WESTCHESTER DIST. 1 | Usage for 9-2 to 9-27 | 101.70 |
| SUEZ WATER WESTCHESTER DISTRIC | Usage for 9-2 to 9-27 | 171.61 |
| SUEZ WATER WESTCHESTER DISTRIC | Usage for 9-2 to 9-28 | 274.36 |
| SUEZ WATER WESTCHESTER DISTRIC | Usage for 9-2 to 9-27 | 37.10 |
| SUSTAINABLE WESTCHESTER INC. | Recollect App (June-Oct) | $1,040.00$ |
| THE RIVERTOWNS ENTERPRISE | October 5th Hearing 921 smr rd | 19.19 |
| THE RIVERTOWNS ENTERPRISE | 891 SMRR 9-21 Hearing Notice | 37.59 |
| TOLLS BY MAIL PAYMENT CENTER | Toll Bill \#17395484319 | 1.25 |
| TOPPS-ALL PROD.OF YONKERS | Motor Vech parts | 499.00 |
| VERIZON | Usage for September | 3.32 |
| VERIZON | Usage for 10-2 to 11-1 | 65.79 |
| VERIZON | USAGE 10-10 TO 11-9 | 441.88 |
| VERIZON | Usage for 10-2 to 11-3 | 48.59 |
| VILLAGE OF DOBBS FERRY | Gas Usage September 2020 | $1,361.72$ |
| VILLAGE OF DOBBS FERRY | GAS \& DIESEL USE SEPT 2020 | $2,762.31$ |
| VILLAGE OF DOBBS FERRY | GAS \& DIESEL USE SEPT 2020 | 259.09 |
| VILLAGE OF DOBBS FERRY | GAS \& DIESEL SEPT 2020 | 220.57 |
| VILLAGE OF DOBBS FERRY | GAS \& DIESEL SEPT 2020 | 436.77 |
| W.B. MASON CO. INC. | Post it, paper. folders | 150.02 |
| W.B. MASON CO. INC. | Envelopes-folds, file folder | 126.20 |
| W.B. MASON CO. INC. | Folders | 47.97 |
| W.B. MASON CO. INC. | 2020 Calendar supplies | 543.50 |
| W.B. MASON CO. INC. | Tape and Folders | 31.83 |
| W.B. MASON CO. INC. | Toner, C-Folds, Batteries | 287.53 |
| W.B. MASON CO. INC. | Back up Batteries | 151.98 |
| WEST PAYMENT CENTER. | west information charges | 255.00 |
| XEROX CORPORATION | Usage for 8-21 to 9-21 | 184.07 |
|  |  |  |


| XEROX CORPORATION | Usage for 8-20 to 9-28 | 191.64 |
| :---: | :---: | :---: |
| XEROX CORPORATION | Usage for, 8-21 to 9-21 | 183.32 |
| XEROX CORPORATION | Usage for, 8-28 to 9-21 | 60.92 |
|  | GENERAL FUND TOTAL | 209,392.66 |
|  |  |  |
| PLANNING \& DEVELOPMENT ADVISOR | For Preofssional Services | 825.00 |
|  | TRUST \& AGENCY FUND TOTAL | 825.00 |
|  |  |  |
|  | CAPITAL FUND TOTAL | 0.00 |
|  |  |  |
|  | SEWER FUND TOTAL | 0.00 |




BUILDING INSPECTOR'S REPORT
For the Month and Fiscal Year To Date - September 2020



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Village of Ardsley
507 Ashford Avenue
Ardsley, NY 12533
(914) 693-6961
MONTHLY BUILDING PERMIT REPORT TOTALS
From: 9/1/2020 To: 9/30/2020

| Count | Permit Fees |  |
| ---: | :--- | :--- |
| 1 | $\$ 120.00$ |  |
| 2 | $\$ 1540.00$ |  |
| 1 | $\$ 240.00$ |  |
| 1 | $\$ 3000.00$ |  |
| 3 | $\$ 375.00$ |  |
| 1 | $\$ 940.00$ |  |
|  | $\$ 125.00$ |  |
| 1 | $\$ 100.00$ |  |
| Total Permits: | $\mathbf{1 1}$ | $\$ 6,440.00$ |



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| :---: | :---: |


CERTIFICATE REPORT-TOTALS

$$
\begin{aligned}
& \text { Certificate Type } \\
& \text { CC } \\
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$$

Count




9/30/2020


# ARDSLEY FIRE DEPARTMENT <br> 505 Ashford Avenue <br> Ardsley, New York 10502 

## Office of the Fire Chief

Division of Fire Prevention


TO: Ardsley Village Board
FROM: Chief Padraic Murray

RE: Activity Report September 2020

September 3, 10, 17, 24 The Department held our weekly Drills
September 10 The Department responded to 29 McKinley Place for a working fire. We received mutual aid from Hastings, Irvington, Dobbs Ferry, and Fairview at the scene. While Tarrytown and Elmsford stood-by and kept the village safe.

September 11 Department held our Annual 9/11 Ceremony

September 16 Apparatus Committee met to further discuss the replacement of E-165

September 24 The Department trained on new Highway Struts for Vehicle Stabilization.

September 30 Chiefs Murray and Podalski attend zoom B-14 Chiefs Meeting

Total calls for the month: 20

Respectfully Submitted

Padraic Murray
Chief of Department
Ardsley Fire Department

# ARDSLEY FIRE DEPARTMENT <br> Division of Fire Prevention <br> Office of the Fire Chief <br> Village of Ardsley 



## TRAINING OFFICERS REPORT- SEPTEMBER 2020

September $3^{\text {rd }}$
Members reviewed Forcible Entry tactics on a Training prop.
Training Hrs. 24.00, 12 Member's Present
September 10 ${ }^{\text {th }}$
Members repacked hose and cleaned all tools used from Fire earlier that day.
Training Hrs. 28.00, 14 Member's Present

September $17^{\text {th }}-$ Monthly
Maintenance Drill- washed \& decontaminated all apparatus and Firehouse
Training Hrs. 32.00, 16 Member's Present

September 24 ${ }^{\text {th }}$
Manufacturer Training on Paratech Rescue System
Training Hrs. 36.00, 18 Member's Present

New York State Classes:

Online Training / McNeil \& Company E-Learning:
Training 120.00 Hours
Inspection: 00.0 Hours
Maintenance: $\mathbf{0 0 . 0}$ Hours
New York State: 00:00 Hours
Online Training / McNeil \& Company E-Learning: $\mathbf{0 0 . 0}$ Hours
Other Training: 00:00Hrs.
Total: $\mathbf{1 2 0 . 0 0}$ Hours



Anthony D. Piccolino CHIEF of POLICE TEL. 914-693-1700 FAX: 9/4-693-8298

## POLICE DEPARTMENT

VILLAGE of ARDSLEY

INCORPORATED 1896

Municipal Building 507 Ashford Ave Ardsley NY 10502


WESTCHESTER COUNTY

Monthly Report September - 2020

| Property lost or stolen -\$ | 206.00 |
| :---: | :---: |
| Property Recovered---- \$ | 40,206.00 |
| Court fines and fees --- \$ | 18,027.00 |
| Alarm fines and fees--- \$ | 190.00 |
| Meter collection--------\$ | 1,951.00 |
| Traffic Accidents--------------7 |  |
| Arrests------------------------- 8 |  |
| Calls for service--------------181 |  |
| Investigations------------------10 |  |
| Impounded vehicles---- |  |

UTT summonses issued---- 46
Parking summonses issued- 10
Appearance tickets issued - 6
Total summonses issued----- 62

## For monthly statistics, please see attached




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

POLICE DEPARTMENT
VILLAGE of ARDSLEY

INCORPORATED 1896

MUNICIPAL BUILDING
507 ASHFORD AVENUE ARDSLEY, NEW YORK 10502


WESTCHESTER COUNTY

## SEPTEMBER EVENTS 2020

## Training

Total training for the month of September
-480 hrs which consisted of Firearms, Hazardous communications, Sexual Harassment, Workplace violence, Blood borne Pathogens and Juvenile Law.

## COMMUNITY POLICING

Movie in the park at Pascone park with the recreation dept. we had 50 people attend and were socially distancing apart from each other

Senior citizen picnic at Louis Pascone park we had 25 attendees properly distancing with the rec. dept. and provided lunch from a food truck

Movie at the high school field two sessions of 50 high students in each session properly distancing

## up coming events

movie in the park (Pascone park) Oct 16th, 2020 at 7 pm 50 max sign up only Trunk or treat at Pascone park Oct 24, 2020 from Ipm-3pm need volunteers who would like to donate and hand out candy mask and gloves required for handing out candy

## Community information

The department is investigating numerous reports of bank fraud, please remember to check your bank statements and NEVER give out personal information over the phone regardless of who calls you.

The coronavirus epidemic has spurred many scams. If you receive an email, which looks legitimate such as a bank that you use, you should verify the url before sending any information.

Our village website lists many of the most common scams.

## Coronavirus 2019

The Coronavirus is still infecting people and the village has seen a small uptick in cases so please wear your masks and follow the CDC recommendations listed below.

## Prevention

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

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

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

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

For information about handwashing, see CDC 's Handwashing website For information specific to healthcare, see CDC's Hand Hygiene in Healthcare Settings.
These are everyday habits that can help prevent the spread of several viruses. CDC does have specific guidance for travelers.

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

## How to Protect Yourself \& Others

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

## Know how it spreads

There is currently no vaccine to prevent coronavirus disease 2019 (COVID-19).
The best way to prevent illness is to avoid being exposed to this virus.
The virus is thought to spread mainly from person-to-person.

- Between people who are in close contact with one another (within about 6 feet).

Through respiratory droplets produced when an infected person coughs, sneezes or talks.

These droplets can land in the mouths or noses of people who are nearby or possibly be inhaled into the lungs.

Some recent studies have suggested that COVID-19 may be spread by people who are not showing symptoms.

## Everyone Should

## Wash your hands often

- Wash your hands often with soap and water for at least 20 seconds especially after you have been in a public place, or after blowing your nose, coughing, or sneezing.
- 

If soap and water are not readily available, use a hand sanitizer that contains at least $\mathbf{6 0 \%}$ alcohol. Cover all surfaces of your hands and rub them together until they feel dry.

Avoid touching your eyes, nose, and mouth with unwashed hands.

## Avoid close contact

Avoid close contact with people who are sick, even inside your home. If possible, maintain 6 feet between the person who is sick and other household members.

Put distance between yourself and other people outside of your home.

- Remember that some people without symptoms may be able to spread virus.

Stay at least 6 feet (about 2 arms' length) from other people.
Keeping distance from others is especially important for people who are at higher risk of getting very sick.

Cover your mouth and nose with a cloth face cover when around others
You could spread COVID-19 to others even if you do not feel sick.
Everyone should wear a cloth face cover when they have to go out in public, for example to the grocery store or to pick up other necessities.

Cloth face coverings should not be placed on young children under age 2, anyone who has trouble breathing, or is unconscious, incapacitated or otherwise unable to remove the mask without assistance.

The cloth face cover is meant to protect other people in case you are infected.
Do NOT use a facemask meant for a healthcare worker.
Continue to keep about 6 feet between yourself and others. The cloth face cover is not a substitute for social distancing.

Cover coughs and sneezes
Always cover your mouth and nose with a tissue when you cough or sneeze or use the inside of your elbow and do not spit.

- Throw used tissues in the trash.
- Immediately wash your hands with soap and water for at least 20 seconds. If soap and water are not readily available, clean your hands with a hand sanitizer that contains at least 60\% alcohol.

Clean and disinfect

- Clean AND disinfect frequently touched surfaces daily. This includes tables, doorknobs, light switches, countertops, handles, desks, phones, keyboards, toilets, faucets, and sinks.

If surfaces are dirty, clean them. Use detergent or soap and water prior to disinfection.

- Then, use a household disinfectant. Most common EPA-registered household disinfectantsexternal icon will work.


## Monitor Your Health

- Be alert for symptoms. Watch for fever, cough, shortness of breath, or other symptoms of COVID-19.
- Especially important if you are running essential errands, going into the office or workplace, and in settings where it may be difficult to keep a physical distance of 6 feet.

Take your temperature if symptoms develop.
-
Don't take your temperature within 30 minutes of exercising or after taking medications that could lower your temperature, like acetaminophen.

Follow CDC guidance if symptoms develop.

## RESOLUTION APPROVING THE PERMIT TO REPLACE SITE LIGHTING ON THE BUILDING AND PARKING LOT AT 921 SAW MILL RIVER ROAD (WELLS FARGO BANK)

RESOLVED, that the Village Board of the Village of Ardsley hereby authorizes the proposed permit to replace the site lighting on the building and in the parking lot located at 921 Saw Mill River Road (Wells Fargo Bank) as presented by the applicant.

Subject to the following conditions:

1. The applicant must obtain a building permit and an electrical permit before starting work.
2. The new lights will not appear or operate in a manner which is significantly different in brightness and intensity than the lighting on the other poles in the shopping center.

## MEMO

TO: Mayor Kaboolian
Village Board of Trustee
FROM: Larry J. Tomasso
DATE: September 15, 2020
RE: Wells Fargo Bank Lighting Plan, 921 Saw Mill River Road
Wells Fargo Bank. Which is located at 921 Saw Mill River Road, applied for a permit to replace the site lighting on the building and in the parking lot. Village Board approval is required for this project.

The VB should declare itself Lead Agency for the site plan review, refer the applicant to the PB for review and comment and schedule a public hearing for the $10 / 19$ meeting. Plans will be provided to you prior to the public hearing.

Let me know if you need any additional information.

Files: VILLAGE BOARD/smr9921-Wells Fargo site lighting 09-15-20

## RESOLUTION AWARDING CONTRACT FOR 2020 JOINT ROAD MILLING \& RESURFACING

WHEREAS, the Village of Ardsley in a cooperative relationship with the villages of Irvington, Dobbs Ferry, Elmsford, Hastings and Tarrytown, has solicited bids for the milling and resurfacing of various streets in the Village of Irvington and partner municipalities referenced above; and

WHEREAS, a public notice for this project bid was duly advertised in an official newspaper on July 16, 2020; and

WHEREAS, at 11:00 A.M., on August 5, 2020 at Irvington Village Hall all bids received were opened as summarized below; and

| CONTRACTOR | $\underline{\text { BASE BID }}$ | $\underline{\text { ALT BID }}$ | $\underline{\text { TOTAL BASE BID }}$ |
| :--- | :---: | :---: | :---: |
|  |  |  |  |
| Waters Construction Company <br> 300 Bostwick Avenue <br> Bridgeport, CT 06605 | $\$ 1,376,752.00$ | $\$ 385,450.00$ | $\$ 1,762,202.00$ |
|  |  |  |  |
|  <br> Sealcoating Inc. <br> 208 South Plank Road <br> Newburgh, NY 12550 | $\$ 1,409,753.50$ | $\$ 424,860.00$ | $\$ 1,834,613.50$ |
| ELQ Industries Inc. <br> 567 Fifth Avenue <br> New Rochelle, NY 10801 | $\$ 1,446,600.04$ | $\$ 389,522.00$ | $\$ 1,836,122.04$ |
|  |  |  |  |
| Montesano Brothers Inc. <br> 76 Plain Avenue <br> New Rochelle, NY 10801 | $\$ 1,449,372.86$ | $\$ 403,225.00$ | $\$ 1,852,597.86$ |
|  | $\$ 1,462,332.60$ | $\$ 414,400.00$ | $\$ 1,876,732.60$ |
| PCI Industries Corp. <br> 550 Franklin Avenue, Suite 100 <br> Mount Vernon, NY 10550 |  |  |  |

WHEREAS, the Irvington Village Administrator reviewed the bids submitted and determined that the lowest bidder is in order and responsive to the specifications; and
Village of Ardsley Board of Trustees Agenda- October 19, 2020

WHEREAS, following the unit values bid in the contract and the extended totals based upon the Engineer's estimates of the work to be performed in the Village of Ardsley, the value of work is $\$ 709,086.00$, with the balance of the contract value for work apportioned to the Villages of Irvington, Dobbs Ferry, Elmsford, Hastings, and Tarrytown, collectively summing to $\$ 1,762,202.00$; and

WHEREAS, in accordance with the contract, each partner municipality will separately authorize the Contract and be responsible for payment of services performed within their respective municipality directly to the contractor;

NOW THEREFORE BE IT RESOLVED, that the Village Board of Trustees of the Village of Ardsley hereby awards the contract, including the alternate for Ashford Avenue, for the work to be performed for the 2020 Milling and Resurfacing on various streets in the Village of Ardsley to Waters Construction Company 300 Bostwick Avenue, Bridgeport CT 06605 in accordance with their Unit Prices contained in their Bid of August 5, 2020 for the work to be performed within the Village of Ardsley and the other five villages and authorizes the Village Manager to execute said contract and all related documents.

# MEMORANDUM 

| To | $:$ | Lawrence Schopfer <br> Village Administrator |
| :--- | :--- | :--- |
| From | $:$ | James J. Hahn, P.E. <br> Village Consulting Engineer |
| Date | $:$ | August 11, 2020 |
| Subject | $:$ | 2020 Road Milling and Paving Contract <br> Village of Irvington, NY |

On August 5, 2020, five (5) bids for the referenced project were received and publicly read aloud at Village Hall. As requested, we have reviewed the bids in accordance with the project specifications. The bid values were verified for the four bidders as shown on the attached spreadsheet. No corrections were required.

Under this Contract, the project consists of milling approximately 53,900 square yards of existing roadway surface, adjust manholes, valve boxes, and catch basins, and installing approximately 7,100 tons of asphalt top course.

The Contractor's names, addresses, and base bid amounts are as follows:

## CONTRACTOR <br> TOTAL BID

Waters Construction Company
76 Plain Avenue
New Rochelle, NY 10801
\$1,762,202.00
Consorti Bros. Paving \&
Sealcoating, Inc.
208 South Plank Road
Newburgh, NY $12550 \quad \$ 1,834,613.80$
ELQ Industries, Inc.
567 Fifth Avenue
New Rochelle, NY $10801 \quad \$ 1,836,122.04$

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## Lawrence Schopfer

2020 Road Milling and Paving Contract
August 11, 2020

## Page 2

$$
\begin{aligned}
& \text { Montesano Bros., Inc. } \\
& 76 \text { Plain Avenue } \\
& \text { New Rochelle, NY } 10801 \\
& \\
& \text { PCI Industries Corp. }
\end{aligned}
$$

Based on the Village of Irvington quantities, the anticipated total cost for work in Irvington is $\$ 247,000.00$. Attached is a bid analysis showing each contractor's bid.

The lowest bidder for the work is Waters Construction Company, who has submitted a responsive bid with satisfactory work references and has been successful in completing similar projects of similar scope.

Waters Construction Company has indicated that they can meet the project schedule and perform the work in accordance with the project specifications.

Based on the above, we recommend that the Village Board accept and approve Waters Construction Company as the low bidder and have the project proceed pending the submission of bonds, and insurances.

If there are any questions, please do not hesitate to contact me at your earliest convenience.


Enclosure
P:\Village of Irvington\Highway Department\Paving 2020\_Rebid\Paving\Recommendation Letter.doc

# RESOLUTION TO RENEW THE COUNTY SNOW \& ICE CONTRACT OCTOBER 1, 2020- SEPTEMBER 30, 2025 

RESOLVED, that the Village Board of the Village of Ardsley hereby authorizes the Village Manager to sign an inter-municipal agreement with the Westchester County Department of Public Works located at 148 Martine Avenue, White Plains, New York 10601 to renew our commitment to remove Snow and Ice on County Roads for the period October 1, 2020 through September 30, 2025.

THIS AGREEMENT made the $\qquad$ day of $\qquad$ 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, 148 148 Martine Avenue, White Plains, New York 10601, (hereinafter referred to as the "County");
and

THE VILLAGE OF ARDSLEY, a municipal corporation of the State of New York, having offices at 507 Ashford Avenue, Ardsley, New York 10502 (hereinafter referred to as the "Municipality").

## WITNESSETH:

WHEREAS, the County desires to obtain services for the removal of snow and ice from designated County roads within the Municipality to provide for reasonable passage and movement of vehicles over such roads; and

WHEREAS, the Municipality is willing to furnish such services and the County desires to purchase same subject to the terms of the Agreement.

NOW, THEREFORE, in consideration of the terms, conditions and covenants hereinafter set forth, the parties agree as follows:

FIRST: This Agreement shall commence on October 1, 2020 and shall expire on September 30, 2025 unless sooner terminated as herein provided.

SECOND: The Municipality agrees to furnish all necessary personnel, machinery, tools, supplies and equipment to provide snow removal and ice control services upon County roads within the boundaries of the Municipality as identified in the list attached hereto and made a part hereof as Schedule "D". Said services shall be provided upon the paved portions of County roads as well as County road bridges and bridge sidewalks and shall include the plowing or removal of snow and ice, all necessary sanding, and appropriate measures to keep catch basins and drains clear of ice and debris, until the end of the snow removal season.

The Municipality shall not be required to provide the following services: filling pot holes, removal of trash, removal of dead animals, grass and weed cutting, maintenance and repair of guide rails, or graffiti removal upon County roads as identified in Schedule " D ", unless damage to County property is caused by the Municipality, its employees, agents or contractors.

All work shall be performed in the manner prescribed by the Westchester County Commissioner of Public Works and Transportation ("Commissioner") or his authorized representative and shall be completed to his satisfaction.

THIRD: For the services performed pursuant to Paragraph SECOND above, the County shall pay the Municipality as follows:
(i) At such time as the Municipality's salt storage and application rates shall be in compliance with the recommendations of the 208 Water Quality Program, as described in the "Best Management Practices Manual" published as part of that Program as amended or supplemented, then payment shall be provided in accordance with the rates set forth in Schedule "B" for those seasons the municipality is in compliance.
(ii) In the event the Municipality shall not be in compliance with the 208 Water Quality Program "Best Management Practices Manual" as amended or supplemented or, if in compliance, shall fail to so comply during the term of thil Agreement, then the Municipality shall be entitled to payment only for the actual amounts expended to provide snow and ice removal services up to the maximum rates set forth in Schedule "A".
(iii) Schedule "D" will be modified to add and/or delete roads, or sections of roads, as they may be added to and/or deleted from the County road system. Such addition and/or deletion may only take place upon the completion of action by the Westchester County Board of Legislators.

Payments will be prorated to pay as follows:

|  | Roads Added | Roads Deleted |
| :---: | :---: | :---: |
| November | 90\% | 10\% |
| December | 80\% | 20\% |
| January | 60\% | 40\% |
| February | 30\% | 70\% |
| March | 10\% | 90\% |

FOURTH: Any and all requests for payment to be made shall be submitted within thirty (30) days after notice by the Department of Public Works and Transportation, on a properly executed claim form together with an itemized schedule of amounts expended to furnish such services. Payment shall be made only after approval by the Commissioner.

This Agreement shall be deemed executory only to the extent of money appropriated and allocated by the County for the performance of the terms hereof and no liability under this Agreement shall be incurred by the County beyond moneys available for the purposes thereof.

FIFTH: The Municipality shall keep accurate records of its business operations hereunder in accordance with generally accepted accounting principles.

The Commissioner, or his duly authorized representative, shall have the right to inspect and audit such records and statements at all reasonable times to insure that the Municipality is complying with the terms of this Agreement. To the extent practicable such inspections shall take place at the offices of the Municipality. The Municipality agrees that all equipment charges shall be in accordance with rates established by the New York State Department of Transportation and all labor charges shall be in accordance with the prevailing rates within the Municipality for similar highway work.

SIXTH: 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 moneys 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.

SEVENTH: Either party, upon thirty (30) days written notice to the other, may terminate this Agreement in whole or in part when deemed to be in its best interest. Subject to the availability of funds, the Municipality shall be compensated for services rendered under this Agreement prior to the effective date of such termination.

In the event the Commissioner 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 fortyeight (48) hours 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 shall be effective on the date of receipt. Without limiting the foregoing, upon written notice to the Municipality, repeated breaches by Municipality of any particular duty or obligation under this Agreement shall be
deemed a material breach of the Agreement justifying termination for cause hereunder without requirement for further opportunity to cure. Notice shall be effective on the date of receipt.

EIGHTH: Except in an emergency, the Municipality shall not assign, sublet, subcontract or otherwise dispose of this Agreement, or any right, duty or interest herein, without previous written consent of the County. No assignment, subcontracting, subletting or other such disposition of this Agreement, either with or without such consent of the County, shall serve to relieve the Municipality of its obligations hereunder.

All subcontracts entered into by the Municipality shall provide that subcontractors are subject to and must comply with all terms and conditions set forth in this Agreement. All work performed by the subcontractor shall be deemed work performed by the Municipality.

NINTH: The Municipality shall comply with all applicable federal, state and local laws, rules and regulations including, but not limited to, all applicable provisions of the Labor Law, Workers' Compensation Law, State Unemployment Insurance Law, Federal Social Security Law and any and all rules and regulations promulgated by the United States Department of Labor and/or the Industrial Commissioner of the State of New York and all amendments and additions thereto.

TENTH: The Municipality hereby acknowledges and agrees:
(a) that in the hiring of employees for the performance of work under this Agreement or any subcontract hereunder, no Municipality, subcontractor, nor any person acting on behalf of such Municipality or subcontractor, shall by reason of race, creed, color, religion, gender, age, ethnicity, disability, sex, alienage or citizenship status, national origin, marital status, sexual orientation, familial status, genetic pre-disposition or carrier status, discriminate aqainst any citizen of the State of New York who is qualified and available to perform the work to which the employment relates;
(b) that no Municipality, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this Agreement on account of race, creed, color, religion, gender, age, ethnicity, disability, sex. alienage or citizenship status, national origin, marital status, sexual orientation, familial status, genetic pre-disposition or carrier status:
(c) that there may be deducted from the amount payable to the Municipality by the County under this Agreement a penalty of FIFTY ( $\$ 50.00$ ) DOLLARS for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this Agreement;
(d) that this Agreement may be cancelled or terminated by the County, and all moneys due or to become due hereunder may be forfeited, for a second or any subsequent violation of the terms and conditions of this section of the Agreement; and
(e) the aforesaid provisions of this section covering every agreement for or on behalf of the County for the manufacture, sale or distribution of materials, equipment or supplies shall be limited to operations perforned within the territorial limits of the State of New York.

ELEVENTH: The Municipality, in its own name and naming the County as an additional named insured, shall, at the commencement of the term hereof, obtain and maintain in continuous effect for the term of this Agreement, policies of insurance providing for coverage in the limits and subject to the conditions set forth in Schedule "C", attached hereto and made a part hereof.

The Municipality agrees to indernnify, defend and hold the County of Westchester and itp officers, employees and agents harmles $\$$ from and against any and all liability, loss, damage or expense the County may suffer as a result of any and all claims. demands, causes of action or judgments arising out of this Agreement due to the negligent acts or omissions of the Municipality.

The Municipality shall, within|ten (10) days of the occurrence thereof, notify th $\phi$ Commissioner of any action, proceeding, claim or demand arising hereunder.

Notwithstanding the requirements set forth in the above and as set forth in Schedule "C". the Municipality may act as a self-insurer for the general liability insurance in lieu of procuring from an insurance company the insurance required by the terms of this Agreement and heretofore described. The Municipality hereby agrees that it will provide the exact same insurance coverage and protection for the benefit of the County and any other covered entity herein, in the
same amount and under the same terms set forth in the paragraph above and as set forth in Schedule "C", as it would provide County if the Municipality were to purchase commercial insurance. The Municipality further agrees that its decision to self-insure shall in no way limit the defenses or indemnification available to the County.

TWELFTH: All notices of any nature referred to in this Agreement shall be in writing and either sent by registered or certified mail postage pre-paid, or sent by hand or overnight courier, or sent by facsimile (with acknowledgment received and a copy of the notice sent by overnight courier), to the respective addresses as set forth below or to such other addresses as the respective parties hereto may designate in writing. Notice shall be effective on the date of receipt.

To the County:
Commissioner
Westchester County Department of Public Works and Transportation
Michaelian Office Building
148 Martine Avenue, Room 518
White Plains, New York 10601

With a copy to:
County Attorney
Michaelian Office Building
148 Martine Avenue, Room 600
White Plains, New York 10601
To the Municipality:
The Village of Ardsley
507 Ashford Avenue
Ardsley, New York 10502

THIRTEENTH: VENDOR DIRECT PAYMENT: All payments made by the County to the Municipality will be made by electronic funds transfer ("EFT") pursuant to the County's Vendor Direct program. Municipalities doing business with Westchester County, who are not already enrolled in the Vendor Direct Program, will be required to fill out and submit an EFT Authorization Form prior to receiving an award or purchase order. The EFT Authorization Form, Instructions and related information are annexed hereto as Schedule "E." Payments will be automatically credited to the Municipality's designated bank account at the Municipality's
voucher/invoice is processed for payment. Saturdays, Sundays, and legal holidays are not considered business days. Under the Vendor Direct program you will receive an e-mail notification two days prior to the day the payment will be credited to your designated account. The e-mail notification will come in the form of a remittance advice with the same information that currently appears on County check stubs and will contain the date that the funds will be credited to your account. All information received will be treated and handled as strictly confidential. The completed Authorization Form must be returned by the Municipality to the County prior to award of the contract. In rare cases, a hardship waiver may be granted. For a Hardship Waiver Request Form, please contact the Finance Department. Any Municipality that fails to return the completed authorization form(s) prior to award of the contract may be considered non-responsive and the proposal may be rejected.

FOURTEENTH: The failure of either party to insist, in any one or more instances, upon strict performance of any term or condition herein contained shall not be deemed a waiver or relinquishment for the future of such term or condition, but the same shall remain in full force and effect. No waiver by either party or any provision hereof shall be implied.

FIFTEENTH: This Agreement shall bind the successors. assigns and representatives of the parties hereto.

SIXTEENTH: This Agreement and its attachments constitute the entire Agreement between the parties with respect to the subject matter hereof and shall supersede all previous negotiations, commitments and writings. No change, modification or cancellation of this Agreement shall be effective except by an instrument in writing signed by a duly authorized representative of each of the parties.

SEVENTEENTH: This Agreement shall not be enforceable until signed by all parties and approved by the Office of the County Attorney.
[NO FURTHER TEXT ON THIS PAGE. SIGNATURE PAGE FOLLOWS].

IN WITNESS WHEREOF, the County of Westchester and the Municipality have executed this Agreement.

THE COUNTY OF WESTCHESTER

By: $\begin{aligned} & \text { Hugh J. Greechan, Jr., P.E. } \\ & \text { Commissioner of Public Works and Transportation }\end{aligned}$

## THE VILLAGE OF ARDSLEY

By: $\frac{}{\begin{array}{l}\text { Name: } \\ \text { Title: }\end{array}}$

Authorized by the Westchester County Board of Legislators on the Fith day of Ockher, 2020

Approved as to form and manner of execution

[^1]
## MUNICIPALITY'S ACKNOWLEDGMENT

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STATE OF NEW YORK )
ss.:
COUNTY OF WESTCHESTER)
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On this $\qquad$ day of $\qquad$ , 20 $\qquad$ , before me, the undersigned, personally appeared $\qquad$ , personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he she they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

$\qquad$

## CERTIFICATE OF AUTHORITY <br> (Municipality)

I, $\qquad$
(Officer other than Officer signing agreement)
certify that I am the $\qquad$ of the $\qquad$ (Title) (Name of Municipalitv)
(the "Municipality"), a corporation duly organized and in good standing under the
(Law under which organized, e.g., the New York Village Law; Town Law; General Municipal Law) named in the foregoing agreement that $\qquad$ (Person executing agreement) who signed said agreement on behalf of the Municipality was, at the time of execution
$\qquad$ of the Municipality, that said agreement
(Title of Person Exccuting Agreement)
was duly signed for on behalf of said Municipality by authority of its
(Town Board, Village Board, Town Council)
authorized, and that such authority is in full force and effect at the date hereof.
(Signature)

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

> Notary Public

## SCHEDULE "A"

## WITHOUT "208" INCENTIVE

The rates of reimbursement for the 2020/2021 season shall be as follows:
$\$ 2,950.00$ per mile for 2 lane roads;
$\$ 3,891.00$ per mile for 3 lane roads;
$\$ 4,300.00$ per mile for 4 lane roads.

After the first year, the rates shall be increased annually by the allowable levy growth factor (tax cap) as defined in Chapter 97 of the New York State Laws of 2011, calculated by using the County's fiscal year (calendar).

## SCHEDULE "B"

## WITH "208" INCENTIVE

$\$ 4,556.00$ per mile for 2 lane roads;
$\$ 5,924.00$ per mile for 3 lane roads;
$\$ 6,636.00$ per mile for 4 lane roads.

After the first year, the rates shall be increased annually by the allowable levy growth factor (tax cap) as defined in Chapter 97 of the New York State Laws of 2011, calculated by using the County's fiscal year (calendar).

## 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 Westchestef" 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 os 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 stafus 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.

Revised Jan 201 S-Municipality

## SCHEDULE "D" COUNTY ROADS - SNOW AND ICE AGREEMENT

## SCHEDULE "D"

## COUNTY ROADS - SNOW AND ICE AGREEMENT

VILLAGE OF ARDSLEY

|  |  | CTR- <br> LINE | 2 LANE <br> MILES | 3 LANE <br> MILES | 4 LANE <br> MILES |
| :--- | :--- | :--- | :--- | :--- | :--- |
| C.R. NO. | COUNTY ROAD NAME | $\underline{0.08}$ | $\underline{0.00}$ | $\underline{0.00}$ | $\underline{0.08}$ |
| 134 | ASHFORD AVENUE |  |  |  | 0.0 |

## SCHEDULE "E"

## Westchester County Vendor Direct Program Frequently Asked Questions

1. WHAT ARE THE BENEFITS OF THE ELECTRONIC FUNDS TRANSFER (EFT) ASSOCIATED WITH THE VENDOR DIRECT PROGRAM?
There are several advantages to having your payments automatically deposited into your designated bank account via EFT:

Payments are secure - Paper checks can be lost in the mail or stolen, but money deposited directly into your bank account is more secure.

You save time - Money deposited into your bank account is automatic. You save the time of preparing and delivering the deposit to the bank. Additionally, the funds are immediately available to you.

## 2. ARE MY PAYMENTS GOING TO BE PROCESSED ON THE SAME SCHEDULE AS

 THEY WERE BEFORE VENDOR DIRECT?Yes.

## 3. HOW QUICKLY WILL A PAYMENT BE DEPOSITED INTO MY ACCOUNT?

Payments are deposited two business days after the voucher invoice is processed. Saturdays, Sundays, and legal holidays are not considered business days.

## 4. HOW WILL I KNOW WHEN THE PAYMENT IS IN MY BANK ACCOUNT AND

 WHAT IT IS FOR?Under the Vendor Direct program you will receive an e-mail notification two days prior to the day the payment will be credited to your designated account. The e-mail notification will come in the form of a remittance advice with the same information that currently appears on your check stub, and will contain the date that the funds will be credited to your account.
5. WHAT IF THERE IS A DISCREPANCY IN THE AMOUNT RECEIVED?

Please contact your Westchester County representative as you would have in the past if there were a discrepancy on a check received.
6. WHAT IF I DO NOT RECEIVE THE MONEY IN MY DESIGNATED BANK ACCOUNT ON THE DATE INDICATED IN THE E-MAIL?
In the unlikely event that this occurs, please contact the Westchester County Accounts Payable Department at 914-995-4708.
7. WHAT MUST I DO IF I CHANGE MY BANK OR MY ACCOUNT NUMBER?

Whenever you change any information or close your account a new Vendor Direct Payment Authorization Form must be submitted. Please contact the Westchester County Accounts Payable Department at 914-995-4708 and we will e-mail you a new form.

## 8. WHEN COMPLETING THE PAYMENT AUTHORIZATION FORM, WHY MUST I HAVE IT SIGNED BY A BANK OFFICIAL IF I DON'T INCLUDE A VOIDED CHECK? <br> This is to ensure the authenticity of the account being set up to receive your payments.

| Westchester <br>  | Westchester County - Department of Finance - Treasury Division |  |
| :---: | :---: | :---: |
|  | Electronic Funds Transfer (EFT) Vendor Direct Payment Authorization Form | $\square$ New <br> $\square$ Change |

INSTRUCTIONS: Please complete both sections of this Authorization Form and attach a voided check. See the reverse side for more information and instructions.

Mall to: Westchester County, Department of Finance, Treasury Division, 148 Martine Avenue, White Plains, NY 10601 Attention: Vendor Direct

Section I - Vendor Information


Section II- Financial Institution Information

14. FINANCIAL INSTITUTION CERTIFICATION (required ONLY if directing funds into a Savings Account OR if a voided check is not attached to this form): I certify that the account number and type of account is maintained in the name of the vendor named above. As a representative of the named financial Institution, I certify that this financial Institution is ACH capable and agroes fo receive and deposit payments to the account shown
$\square$

## Westchester County - Department of Finance - Treasury Division

Electronic Funds Transfer (EFT) Vendor Direct Payment Authorization Form

## GENERAL INSTRUCTIONS

Please complete both sections of the Vendor Direct Payment Authorization Form and forward the completed form (along with a voided check for the account to which you want your payments credited) to: Westchester County Department of Finance, 148 Martine Ave, Room 720, White Plains, NY 10601, Attention: Vendor Direct. Please see item 14 below regarding attachment of a voided check.

## Section I - VENDOR INFORMATION

1. Provide the name of the vendor as it appears on the W-9 form.
2. Enter the vendor's Taxpayer ID number or Social Security Number as it appears on the W-9 form.
3. Enter the vendor's complete primary address (not a P.O. Box)
4. Provide the name and telephone number of the vendor's contact person
5. Enter the business e-mail address for the remittance notification. THIS IS VERY IMPORTANT. This is the e-mail address that we will use to send you notification and remittance information two days prior to the payment being credited to your bank account. We suggest that you provide a group mailbox (if applicable) for your e-mail address. You may also designate multiple e-mail addresses.
6. Please have an authorized Payee/Company official sign and date the form and include his/her title.

## Section II - FINANCIAL INSTITUTION INFORMATION

7. Provide bank's name.
8. Provide the complete address of your bank.
9. Enter your bank's 9 digit routing transit number.
10. Indicate the type of account (check one box only).
11. Enter the vendor's bank account number.
12. Enter the titie of the vendor's account.
13. Provide the name and telephone number of your bank contact person.
14. If you are directing your payments to a Savings Account OR you can not attach a voided check for your checking account, this line needs to be completed and signed by an authorized bank official. IF YOU DO ATTACH A VOIDED CHECK FOR A CHECHING ACCOUNT, YOU MAY LEAVE THIS LINE BLANK.

# RESOLUTION AUTHORIZING THE VILLAGE MANAGER TO ENTER INTO AN AGREEMENT WITH PACE LAND USE LAW CENTER FOR SERVICES RELATED TO POLICE REFORM REVIEW 

Whereas, the Village of Ardsley is required by the Governor's Executive Order 203 to perform a comprehensive review of current police force deployments, strategies, policies, procedures, and practices; and

Whereas, the Village of Ardsley wants to ensure objectivity and broad public participation in the review process; and

Whereas, the Pace Land Use Law Center has submitted a proposal to assist the Village in this work by providing facilitation, public outreach and report review services;

Now Therefore Be It Resolved, that the Village Board of the Village of Ardsley hereby authorizes the Village Manager to enter into an agreement with the Pace Land Use Law Center based on the attached proposal submitted October 15, 2020, subject to review and acceptance by the Village Attorney as to its legality and form.

## POLICE REFORM SCOPE

## Pace Land Use Law Center

Under Executive Order \#203, Ardsley must convene stakeholders for a fact-based and honest dialogue about the public safety needs of their community and to rebuild the police community relationship. Ardsley must envision for itself the appropriate role of the police. Policies must be developed to allow the police to do their jobs to protect the public and these policies must meet with the communities' acceptance. In order for this process to be collaborative, discussions will be facilitated to ensure issues are identified, discussed and solutions crafted.

The Center will assist Ardsley with the development of the Police Reform and Reinvention Collaborative as follows:

Attend Initial meeting of the stakeholder committee (October 29, 2020)
Develop and conduct Public Survey seeking initial feedback (first week of November)

Facilitate 3 meetings of the stakeholder committee (November 2020 -
February 2021)
Review and edit rough draft of report (December)
Develop and conduct Public Survey seeking comments on draft report (January)

Review and edit final report (February)

Cost of Services: $\$ 8,000.00$


[^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.

    The building inspector completed 5 hours of required in-service training this month.

[^1]:    Senior Assistant County Attorney
    County of Westchester
    S:JPI/DPW/Snow\&/ce.IMA.Template. 7.24.20

