

AGENDA Ardsley Village Board of Trustees

8:00 PM - Monday, June 21, 2021

Zoom Platform

The COVID-19 Pandemic has created challenges for everyone. We all have a responsibility to slow "community spread" of the virus. Therefore, there will be no public gathering in Village Hall for this meeting. We will continue to use the "Zoom" platform.

Join Zoom Meeting

https://us02web.zoom.us/j/89684166958?pwd=c0YvYVJ4Wk13RDIGbUdDR2dWdlRXZz09

Meeting ID: 896 8416 6958

Passcode: 731940 One tap mobile

+19292056099,,89684166958# US (New York) 13017158592

Dial by your location

+1 929 205 6099 US (New York) Meeting ID: 896 8416 6958

Find your local number: https://us02web.zoom.us/u/kcwV5M5K0V

Page

1. PLEDGE OF ALLEGIANCE

2. PUBLIC HEARING

Continuation of Public Hearing to Discuss a Local Law Pursuant to Cannabis Law Section 131 Opting out of Licensing and Establishing Retail Cannabis Dispensaries and/or on-site Cannabis Consumption Establishments within the Village of Ardsley

SPECIAL PRESENTATION

CEAC ANNUAL REPORTS

4 - 18

3.	SPECIAL PRESENTATION-Sustainable Westchester			
	3.a			
	DISCUSSION REGARDING Comprehensive Plan Implementation Process			
4.	APPROVAL OF MINUTES:			
	4.a June 7, 2021 Regular Meeting Minutes			
5.	DEPARTMENT REPORTS			
5.1.	LEGAL			
5.2.	MANAGER			
	5.2.a Village Manager Report dated June 21, 2021			
5.3.	TREASURER			
	5.3.a June 21, 2021 Abstract Report			
5.4.	BUILDING			
	5.4.a May 2021 Building Department Report			
5.5.	FIRE			
	5.5.a May 2021 Fire Department Report			
5.6.	POLICE			
	5.6.a May 2021 Police Department Report			
5.7.	MAYOR'S ANNOUNCEMENTS			
5.8.	COMMITTEE & BOARD REPORTS			
6.	VISITORS			
7.	OLD BUSINESS:			
	7.a Consider a Resolution to Adopt Local Law# 5-2021 of the Ardsley Code Cannabis Law Section 131 Opting out of Licensing & Establishing Retail Cannabis Dispensaries and/or on-site Cannabis Consumption Establishments within the Village of Ardsley			
	DISC Comp 4. 5. 5.1. 5.2. 5.3. 5.4. 5.5. 5.6. 5.7. 5.8. 6.			

	8.	NEW	BUSINESS:
89 - 100		8.a	Consider a Resolution to Authorize the Village Manager to Sign an Agreement with Westchester County Department of Corrections for Prisoner Transportation
101		8.b	Consider a Resolution to Declare 1997 Mack Packer as Surplus and Approve Sale to the Village of Dobbs Ferry
102		8.c	Consider a Resolution Regarding Signs on Public Property.
103 - 108		8.d	Consider a Resolution Authorizing the Village Manager Execute an Agreement Between the Village of Ardsley and Pace University for a Comprehensive Plan Implementation assistance
109 - 114		8.e	Consider a Resolution to Hire Consultant for Professional Services for Village Manager Search
115		8.f	Consider a Resolution to Accept the 2019- 2020 CEAC Annual Report & 2020-2021 CEAC Annual Progress Reports

9. CALL FOR EXECUTIVE SESSION

10. ADJOURNMENT OF MEETING

11. NEXT BOARD MEETING:

July 6, 2021

12. NEXT WORK SESSIONS

Wednesday, June 23, 2021 8:00 p.m. Wednesday, July 14, 2021 7:30 p.m.

Village of Ardsley / Conservation and Environmental Advisory Committee

Inaugural Annual Report for July 2019 to May 2020

In late 2018 conversations were initiated with the Mayor and Trustees regarding formation of a council in Ardsley abiding by NY State Law for conservation advisories (commonly referred to as 'CAC'). CACs are encouraged to form in each of 1,600 NY State municipalities under Article 12-F Section 239-x and -y of NYS General Municipal Law (see (council -x and/or board -y). The law provides that CACs may be established by ordinance or by local law and is composed of 3-9 volunteer residents appointed by the local governing board. NY CAC fact sheets add the following guidelines: CACs are encouraged to appoint student members; it is recommended that students be at least sixteen. Members are volunteers with interest in the mission of the CAC, the time and willingness to work on CAC priorities, and willingness and ability to work cooperatively with municipal agencies. Volunteer members may have knowledge and experience in the environmental sciences, planning, engineering, and law; however, there are no minimum professional qualifications. CAC members should have an eagerness to learn and attend training and comparable programs to build their knowledge and skills.

The Village of Ardsley established the **Ardsley Conservation and Environmental Advisory Committee by resolution of the Village of Ardsley Board of Trustees on July 1, 2019** and appointed one member as Chair. (See members on page 9 and resolution in minutes for July 1, 2019, Section VI.1.) A Board Trustee Liaison to CEAC was defined and continues to be a key resource for the committee. The mission of the committee for the inaugural year was defined as:

The Conservation & Environment Committee (CEAC) will work to educate and advise the Village of Ardsley including Board of Trustees, Village Hall, officials, residents, businesses, and school district on effective (policy priorities and) preservation of natural resources so that each may contribute as exceptional stewards towards a sustainable Village environment.

Prior to July 2019, guidance and recommendations were provided from mentors in partner organizations including local CACs in the region, climate scientists and experts, County organizations including FCWC, ELLA, NYSACC, Sustainable Westchester, members of the Ardsley EAC 2008-2010, and the County Office for Energy Conservation and Sustainability. The guidance of leaders in these organizations continues to be valuable to CEAC especially given efforts to mitigate the climate crisis and develop climate adaptation through resilience.

Board appointments of members were made in October and December 2019, and January and April 2020 with the addition of a co-Chair and an additional six members through June 2020. One member is a Village coordinator. Three of these five members were students from the Ardsley High School; they were appointed for 2019-20.

Two goals were approved by the Mayor and Trustee Liaison on September 12, 2019 for the committee's first year:

<u>Goal 1:</u> To **promote reduction of CO2 equivalent greenhouse gases (GHGs)** especially for transportation, waste, and buildings sectors in keeping with land use best practices.

- Education and actions about food supplies and food waste, ecosystem protection especially for
 pollinators and natural resources, climate education, and land use best practices were all
 determined to be complementary factors to emissions reduction.
- CEAC aimed to determine baseline measurements, assess measurement tools for CEAC use, and foster GHG reductions of at least 5 - 10% per person annually over a five-year horizon to bring the Village in range of targets defined by the landmark NY State law adopted in Summer 2019: the Climate Leadership and Community Protection Act.

<u>Goal 2:</u> To **establish collaborations and define programming** to inform and engage the local community given CEAC's mission.

- Achievement of the goal depended on development of strong partnerships among volunteers
 of local committees with elected officials, school and municipal staff, local CAC peers,
 educational and non-governmental institutions including PTAs, and local businesses.
- Awareness about CEAC in the Village was also focused on supporting and expanding committee member participation.

Listed below is a timeline of selected activities for the year and outcomes matching each of the above two goals:

(Listed by goal and the primary categories and stakeholders.)

1. Promote and foster reduction in Village greenhouse gas (GHGs) emissions
The most critical work of the committee for 2019-20 was advisory preparation for the Board of
Trustees 2Q to 3Q 2020 review of Community Choice Aggregation. The CCA provided the greatest single annual action yielding reduction of CO2 equivalent emissions.

Plan and measure

- Plan:
 - The CEAC researched a variety of models to better understand how best to advise the Village on local solutions to mitigate climate change and improve local laws and practices. Selection of a toolkit and licensing were to be defined for the Village 2020-21 or 2021-22 budget.
 - Favored models (updated during or after 2018) included IPCC 48th Session Report, Drawdown, The Climate Reality Project, and regional and state Climate Action Plans,
- Measurement:
 - Several measurement tools were researched from sources including NYSERDA, NYDEC, NYS CLCPA committee consultants, the U.S. EPA, ICLEI, NOAA, Cool Climate (supporting the EPA and Nature Conservancy), and Sustainable Westchester / Westchester Power. Challenges to reports from these groups were adversely influenced by the U.S. executive branch in the CEAC's first year. The summit on March 5, 2020 provided information on tools used by a variety of organizations.
 - 2. At the Board's request, CEAC determined that:
 - approximately 1,100 households (after two notices / rounds of opt outs)
 participate in the CCA managed by Westchester Power
 - CEAC received updates from Westchester Power that CCA reduces Village emissions by approximately 3,100 metric tons per year.
 - 3. Trustee Liaison contributed by supporting CEAC development.

- He received advisory recommendations from CEAC regarding land use. Memos were discussed and revised as CEAC developed an understanding of NY DEC actions.
- CEAC contributed comments in review of the draft Village Comprehensive Plan and provided input on Village communications roles and responsibilities.

2. Community relationships and collaborations by stakeholder:

School district staff & students Planning, development, and outcomes:

- School district team collaborations with CEAC started with Ardsley High School's Environmental Task Force (AHS ETF).
 - o Several activities were produced or supported throughout the year.
 - First with students in AHS ETF partnering with CEAC to educate freshmen at the September 2019 orientation on recycling throughout the building. Ardsley Cares Day planting and recycling projects took place in October 2019.
 - A climate rally initiated by an AMS student and joined AHS students was held in December 2019 at Pascone Park. Speakers included NY State Senator Andrea Stewart-Cousins, Ardsley's Mayor, many district students, CEAC members, and more. Residents and school district leaders from the Rivertowns participated.
 - A joint panel presentation in March 2020 as the NY State ban on single use plastic bags took effect. Westchester County Legislators Mary Jane Shimsky and Nancy Barr and Federated Conservationists of Westchester County (FCWC) Director Anne Jaffee Holmes spoke to a full audience at the AHS library about the ban, social justice considerations, and economic factors.
- CEAC arranged meetings and tours with elementary schools in Dobbs Ferry and Scarsdale to understand their models for development and implementation for food scrap diversion.
 - The model and partnership opportunities with teams, including small businesses that contract to implement and manage the program, were presented at the Ardsley Concord Road Elementary School (CRS) in collaboration with the school Principal, Assistant Principal, and teacher leaders on the school-wide civics program.
 - Food scrap diversion programs for CRS were put on hold as NY State Executive Orders required vacating school grounds due to COVID-19.
- In February 2020 CEAC and AHS ETF joined to support the civics program because the CRS student body voted to focus on the environment as their year-long project. Collaborations extended to productions that brought AHS ETF students to present to the elementary school student body.
- The final in-person events collaborating with AUFSD were Wellness Fairs at AMS and CRS in early March 2020. Activities educating students and staff about recycling and safe/unsafe use of pesticides in the global food supply. The AHS Wellness Fair was cancelled due to the pandemic.
- Also cancelled were Externships for three AHS seniors. Volunteer CEAC partnerships with a farm sanctuary and land use farm organizations had been arranged. The program was cancelled due to the NY State Executive Orders for COVID-19.

Sample activities:

September & December 2019
AHS freshmen orientation presentation on recycling by the AHS ETF & AUFSD student Climate Rally at Pascone Park led by an AMS student



October 2019
CEAC tour by Dobbs Ferry elementary school garden & food scrap diversion parent leader

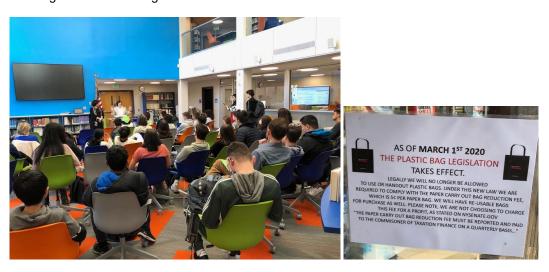


Village of Ardsley CEAC Annual Report 2019 - 2020

February 2020 Civics celebration of our Village environment with Ardsley elementary and high school students and staff, and CEAC committee leaders



March 2020 Westchester County Legislators & FCWC Director: Single-use Plastic Bag Ban Panel at AHS



Stakeholder: Ardsley community and local leaders Planning, development, and outcomes:

Here are a selection of opportunities developed to engage the community and develop a strategic lens into policy priorities in advisory and/or collaboration with the Village Board of Trustees, Village Hall, and partner organizations including the AUFSD PTA, Rivertown CACs and Sustainability task forces, NY DEC / NYSERDA, the Greenburgh Nature Center (GNC), and experts.

- In early September 2019 CEAC met with AUFSD Superintendent for discussion on shared priorities. The topics included Complete Streets policy and design for a walkable school district, solar canopy projects for district parking lots, recycling and food scrap diversion, and CO2 equivalent emissions reductions.
- CEAC provided meeting times for expert speakers on pertinent topics. For example
 presentations included November 2019 Food Scrap Diversion & Backyard Composting by
 GNC Director of Sustainability and in February 2020 Feeding People in a Time of Climate
 Change by local food expert Lori Fontanes.
- Deputy Commissioner Lou Vetrone of Westchester County Environmental Facilities conducted presentations on the model and campaign for 'Recycle Right' at the Yonkers recycling facility in November 2019 attended by CEAC co-chair, Ryan Schoenfeld Superintendent of the Ardsley School District (AUFSD) and Joe Urbanowicz AUFSD Director of Operations attended the team sessions.
 - From November 2019 to February 2020, CEAC members work with the Commissioner Vetrone's office and the Ardsley Village Hall and DPW teams to analyze information that may improve the value of recyclables processed by the county. AUFSD recyclables were segmented to learn more about that waste stream.
- CEAC teamed to support the PTA in October 2019 for Ardsley Cares Day planting and same day ecosystem clean up at AMS. Also in early 2020 CEAC and AHS ETF volunteered to educate and demonstrate recycling best practices at a PTA fundraiser with performances by the Harlem Wizards. And CEAC similarly supported the AMDI at their Committee Lunar New Year of the Ox celebration.
- CEAC teamed with Village Hall to review CEAC programs and capital budgets relevant to buildings and transportation initiatives. At the same time the same team gathered to plan community events to celebrate the April 2020 50th Anniversary of Earth Day in the United States. Event plans for Earth Day were cancelled due to the pandemic and the shifts were too abrupt to plan events online.
 - A durable outcome of the planning was initial integration of Zero Waste best practices for Village event production. Materials including vendor contracts were secured and modified to ease implementation and use by Village Hall staff.
- Four times per year leaders and members of local CACs in the six Villages with the Town of Greenburgh met to share best practices and formulate strategies. These InterVillage leader meetings continued periodically via video conference or outdoors after pandemic orders.
 - Regular meetings were also convened with a subset of the InterVillage group and the team at Greenburgh Nature Center to focus on food scrap diversion programs and the potential for curbside pick up. Town of Greenburgh DPW attended to review work in progress on potential route development. Surveys of residents by community were completed. Ardsley residents were surveyed by the CEAC via the Village eBlast. Response was favorable with over 100 participating residents.
 - A collaborative outcome of the InterVillage group was the presentation of a Rivertowns' Pollinator Forum. That event was the origin of several local pollinator pathway endeavors including the Ardsley Pollinator Pathway initiative.
- CACs and environmental organizations in Westchester have frequently taken up considerations on the use of fossil fuel powered small machinery such as leaf blowers, grass mowers, snow blowers, landscape trimmers, and related equipment. CEAC consulted

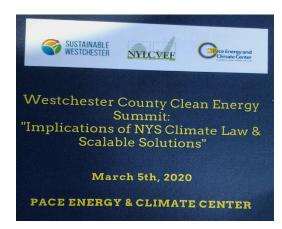
with the Mayor near the start of the COVID-19 pandemic in April 2020 as CACs in Sleepy Hollow and Villages in the Town of Greenburgh were again concerned about well documented pollution hazards for resident and work respiratory health, noise pollution exacerbating school/work-at-home shifts given state executive orders, and the significant damage to ecosystems for pollinators and other wildlife. Two temporary orders banning the use of some lawn equipment were ordered.

Sample activities:

February & March 2020

Rivertowns' Pollinator Forum featuring Ardsley native plant gardener Carol Sommerfield & final 2020 in-person gathering of experts attended by both CEAC & Village Hall team





May 2020

via Zoom video conference: Webinar about Coyotes. Presented by the Outreach Specialists from the nearby Wolf Conservation Center. Interest among Westchester residents was piqued as local coyote movements shifted due to a reduction in traffic in the pandemic.



SUMMARY

Outcomes

 CEAC prioritized exploration of the best levers for emissions reduction initiatives and to develop an understanding of measurement tools.

 In-person community engagement up until the pandemic proved to be a wonderful use of time and resources as CEAC could then draw upon those connections to build momentum for 2020-21 programs.

Look ahead

- Securing licensing of a measurement methodology and tool kit will be key for emissions reductions. CEAC anticipates that the ICLEI license will be the best fit.
- CEAC will continue to anchor its strategy, goals, and programs on policy and community
 priorities for consistent and targeted actions to reduce CO2 equivalent emissions and preserve
 Village and regional ecosystems and natural resources with policy and community programming
 recommendations to the Board of Trustees, Village Hall, Ardsley residents, businesses, and
 school district. As per NY CLCPA, emissions reductions are known to be most significantly
 impacted with building and transportation sectors.
- A clear and consistent calendar of communications with the community is a top priority for engagement.
- Committee volunteer contributions are highly valued. CEAC anticipates forming a steering committee and expanding project-based member participation. CEAC is also focused on succession planning given the guidance of the NYS General Municipal Law for CACs.

2019-20 CEAC

Chair Eda Kapsis, Ardsely resident volunteer co-Chair Asha Bencosme, Ardsely resident volunteer

Member Lorraine Kuhn, Village Hall Stormwater Management Coordinator

Member Annie Garrity, Ardsley resident volunteer
Member Dave Lew, Ardsley resident volunteer
Member Carol Sommerfield, Ardsley resident volu

Member Carol Sommerfield, Ardsley resident volunteer

Student members Adeel Arif, Owen Kapsis, Mukund Murthy (AHS Seniors)

Mayor Nancy Kaboolian Trustee Liaison Evan Yager

Trustees Andy DiJusto, Joanne D'Emilio, Steve Edelstein

Village Manager Meredith Robson

Collaborating with CEAC

Key Village staff Charles Hessler succeeding Hafiz Akram, Confidential Secretary

Ann Marie Rocco, Village Clerk communications

Rick Thompson, DPW

Village of Ardsley CEAC 2020 - 2021 Annual Progress

Report June 1, 2020 - May 31, 2021

The following annual progress report, presented at the Village Board of Trustees public meeting on June 7, 2021, summarizes the activities and progress of the Ardsley Conservation and Environment Advisory Committee (CEAC) for the fiscal period of June 1, 2020 to May 31, 2021.

1. Brief History of the CEAC

The Village of Ardsley established the Conservation and Environmental Advisory Committee by resolution of the Village of Ardsley Board of Trustees on July 1, 2019. The mission of the committee for the inaugural year was defined as:

The Conservation & Environment Committee (CEAC) will work to educate and advise the Village of Ardsley -- Board of Trustees, Village Hall, officials, residents, businesses, and school district -- on the effective use of resources so that each may contribute as exceptional stewards towards a sustainable village environment.

Prior to approaching the Village regarding this committee, members received generous support of mentors in partner organizations including local CACs in the 'Rivertowns', climate scientists and experts, County organizations including as FCWC, ELLA, NYSACC, Sustainable Westchester, and the County Office for Energy Conservation and Sustainability. The guidance, and in some cases partnership, of these leaders continues to be invaluable to the Village and CEAC especially given efforts to mitigate the climate crisis and increase climate adaptation resiliency. A Board Trustee Liaison also continues to be a key resource for the committee.

Membership in the committee continues to grow and, in keeping with the NYS CAC founding resolutions from the 1970s, includes students from the district's Ardsley High School each year. One student member served on the committee during 2020/2021.

Two preliminary goals were adopted for the committees' first year:

Goal 1: To **promote reduction of greenhouse gases (GHGs)** especially for transportation, waste, and buildings sectors in keeping with land use best practices.

 CEAC aimed to foster GHG reductions of 5 - 10% per person annually over a fiveyear horizon to bring the Village in range of targets defined by NY State law adopted Summer 2019, the Climate Leadership and Community Protection Act.

Goal 2: To **establish collaborations and provide informative programming** that built goodwill and resiliency through conservation and environmental information sessions and shared climate projects with leaders, residents, employees and businesses, and visitors of our Village and the region. Achievement of the goals depended on **development of strong partnerships** among volunteers of local committees with elected officials, municipal staff, local CAC peers,

Village of Ardsley, CEAC
Progress Report June 1, 2020 – May 31, 2021

educational and non-governmental institutions, and local businesses while expanding and supporting enduring committee membership.

Ardsley became a Clean Energy Community in August 2019 by completing 4 of 10 High Impact Actions in NYSERDA's Clean Energy Communities program. Ardsley passed a resolution to become a Climate Smart Community as part of the DEC's related Climate Smart Communities (CSC) program in February 2010. However, application for CSC Bronze status was delayed due to resource constraints.

When the Ardsley CEAC was formed on July 1, 2019 it consisted of two members, both cochairs. By June of 2020 the committee had expanded to four core team members, three auxiliary members and one AHS representative from the Ardsley HS Environmental Task Force. By mid-2020 efforts focused on initiation of a ten-year community initiative to reduce carbon emissions and promote sustainability.

In March of 2020 the global Covid pandemic led to a pause of all in-person activities. The CEAC needed to develop new ways to communicate and engage with residents.

2. Summary of initiatives and results between June 1, 2020 and May 31, 2021

Ardsley CAN by 2030! Initiative

During the summer of 2020 the CEAC developed a ten-year initiative called **Ardsley CAN by 2030!**, which was approved and adopted by the Village government and administration. The goal is to reduce Ardsley's GHG emissions by 50% in ten years; a goal in alignment with the NYS CLCPA targets and the Village of Ardsley Comprehensive Plan. The acronym **CAN** is used to describe the four pillars in the program:

C: Carbon Reduction A: Act Sustainably

N: Neighbor by Neighbor

Accomplishments will be listed primarily under these three overarching pillars.

C: Carbon Reduction:

Education:

CEAC developed four webinars for the community, reaching over 100 residents:

- 1. Introduction to Ardsley CAN by 2030! (offered twice in December 2020)
- 2. Ardsley CAN by 2030! Reduce Your Home's Carbon Footprint (offered twice in February 2021)
- 3. Ardsley CAN by 2030: Renewable Energy Options for Your Home (offered once in May and in partnership with Sustainable Westchester)
- 4. Preparing your Family and Home for Climate Chaos (offered once in May)

Resolutions:

- The Ardsley Board of Trustees passed a resolution on September 8, 2020 to include Ardsley in the Community Choice Aggregation program sponsored by Sustainable Westchester. Residents chose the source of their electricity as either 100% renewable NYS hydropower (default) or carbon producing sources.
- The Ardsley Board of Trustees passed a resolution on February 1, 2021 to use Low Embodied Carbon Concrete when possible.
- The Ardsley Board of Trustees passed two resolutions on February 1, 2021 to:
 - a. Create a CSC/CEC Taskforce and
 - Name Asha Bencosme as the CSC/CEC Coordinator, thereby allowing the Village to move ahead to apply for CSC Bronze certification in July 2021.

Energy Reduction Campaigns:

• The Village of Ardsley partnered with the neighboring municipalities of Hastings-on-Hudson, Dobbs Ferry, Irvington, and Tarrytown to run a successful campaign to promote the ConEd GridRewards program. Ardsley Neighbors for GridRewards resulted in 37 new subscribers for the program during April, helping to reduce Ardsley's carbon footprint, securing the Village \$5,000 in a grant award from NYSERDA, and adding 200 points to Ardsley's CEC tally.

CSC and CEC Task Force:

Clean Energy Communities: The CSC/CEC Coordinator, working closely with Village administration, was able to move Ardsley from 800 points in June of 2020 to 2,700 points as of June of 2021. Additional points make Ardsley eligible for more grant awards. In fact, Ardsley received a grant award of \$5,000 from NYSERDA in 2021 for 2020 point achievement, with further awards anticipated.

The CEAC provided the Board of Trustees and Village administration with information on the NYStretch energy code and recommended adoption of the code for Ardsley. Adoption of this code is a high impact action for Clean Energy Communities and, if adopted by Ardsley, will secure Ardsley another \$5,000 NYSERDA grant while adding 1,200 points to Ardsley's CEC leaderboard

Climate Smart Communities: The CSC Taskforce, in close partnership with the Village of Ardsley, will submit the application for CSC Bronze certification in early July. Twenty-one actions were completed, documented, and uploaded for an anticipated 162 points, providing a cushion for the required Bronze certification minimum of 120 points.

Online Resources:

 The CEAC developed and launched the Ardsley CAN by 2030! website in February 2021 (www.ardsleycan.org) to provide information to the community on understanding climate change, reducing carbon emissions, acting sustainably, and promoting community volunteer activities.

 A CEAC Twitter account was created to inform followers in the community about important climate and sustainability information, as well to announce events and webinars (@ardsleyny_ceac; https://twitter.com/ardslevny_ceac).

Measurement:

- The CEAC calculated the baseline carbon footprint for area code 10502 (Village of Ardsley) utilizing data from many sources, including the EPA and CoolClimate Network.
- Ardsley's baseline is 100,000 metric tons of CO2e per year, with an average of 66 metric tons of CO2e emitted per household. The percentage of those emissions were calculated as follows:

o Transportation: 35.1%

Housing: 21.3%Services: 15.2%

Services: 15.2%Food: 14.5%

o Goods: 13.9%

These GHG estimates derived from work by the Cool Climate Network of UC Berkeley will be adjusted later in 2021 using data from ICLEI as of 2021 and ICF reporting to NYSERDA as of June 2012. We expect the reported figures to decrease. We remained committed to a 50% reduction in total emissions in the decade between 2020 and 2030. Measurements will be taken before year-end to track progress on our carbon emissions.

A: Act Sustainably

GREEN Growing and GREEN Living:

Twelve GREEN Growing monthly articles and six GREEN Living monthly articles were drafted and issued to Ardsley residents via email blast during this past fiscal year. These articles focused on sustainable landscape practices, water conservation, carbon reduction, and building a healthy ecosystem.

New Ardsley DPW Garage:

The CEAC has provided input on green building practices that would increase the energy efficiency of the new DPW garage while reducing energy costs and positioning the building for the future (e.g. EV charging stations; solar panels). CEAC will continue to bring information about green building practices to the Village that will provide value to the DPW project and, ultimately, the residents of Ardsley.

The Ardsley Pollinator Pathway Project:

The Ardsley Pollinator Pathway kicked off on February 22, 2021. An extensive 'how-to' website was developed and launched in February 2021 (www.ardslevpollinatorpathway.org). Four educational webinars on creating pollinator habitats were offered to Ardsley residents between March and June of 2021.

The Ardsley Pollinator Pathway: How to save pollinator in your own

Progress Report June 1, 2020 - May 31, 2021

yard (three offerings in March and April, 2021)

- Native Gardening for Pollinators (April 2021)
- Replacing the Green Desert: Native Plant Alternatives to Turf (April 2021)
- Gardening Strategies for Climate Change (May 2021)

A total of 95 residents have attended or requested to be on the contact list for the Pollinator Pathway project.

Free extensive garden consultations were offered to residents to help novice and experienced gardeners create healthy pollinator habitats in their yards. Twenty-seven in-depth consults were completed between March and May, 2021.

The first annual Ardsley Pollinator Pathway Garden tour was held on May 15 to raise awareness about the need for pollinator gardens and demonstrate the ease of creating a pollinator habitat.

Eda Kapsis is a member of the Soil subcommittee of the Westchester County initiative *Planting Westchester*. This initiative's goal is to create pollinator and ecosystem supportive landscapes across Westchester.

Support for the Comprehensive Plan:

With the passage of the Ardsley Comprehensive plan in 1Q21 the CEAC has aligned its projects and work in support of the goals of the plan. Specifically, the CEAC sees a role in helping to support and/or implement many of the Protect principles and goals within the plan.

In spring of 2021 the committee recommended that the Village of Ardsley pass a Complete Streets resolution, which aligns with the goals of the Comprehensive Plan.

Other:

Ardsley became an EPA WaterSense partner in 1Q21, demonstrating its commitment to water conservation.

CEAC partnered with the Greenburgh Nature Center to present a webinar on April 19 on *Food Scrap Recycling, Composting and Food Waste Reduction*. There were 26 participants enrolled in the webinar.

A natural resources inventory for Ardsley is underway.

N: Neighbor by Neighbor

The global pandemic prevented in-person community events. However, socially distanced sharing of experiences and gatherings did occur.

Ardsley 2021 Earth Month (4/17 - 5/17) activities and events provided residents some opportunity to work together for the benefit of the environment as well as attend numerous webinars supporting the three **Ardsley CAN by 2030!** pillars. A total of 15 events were offered to residents.

Additionally, the CEAC has been in constant contact and in partnership with other Rivertown CACs, Pollinator Pathways, and with environmental and conservation organizations across the county.

Since its kickoff in November of 2020, over 200 residents have been engaged with **Ardsley CAN by 2030!** In some capacity.

3. Challenges Encountered.

Over the past year we have identified a few challenges and risks.

 The greatest challenge and risk for the CEAC are resources, both financial and human.

Many of the initiatives to support the Comprehensive Plan and *Ardsley CAN by* **2030!** require funding and this resource is constrained. NYSERDA grants help to fund future initiatives, and CEAC will most likely need to identify and apply for grants in the future to fund its work. None of the CSC members are familiar with grant writing and are concerned about both the learning curve and the amount of time and effort required to apply for grants as well as meet the management and reporting requirements.

Constrained human resources is another issue. The current part-time volunteer core team has worked diligently on creating a wave of progress during the inaugural year of *Ardsley Can by 2030!*. However, one of the core team members will be rolling off the team at the end of 2021 to pursue another opportunity, with significant impact to the part-time core team members. This will impede operational progress. As with other volunteer organizations, it is difficult to find consistent recruits who can dedicate the time and effort required for CEAC initiatives.

The second challenge is driving engagement with the Ardsley community. The
pandemic restrictions made community engagement difficult. By April we were
noting that people were "Zoomed out" and interest in webinars and events began
to wane. Hopefully in-person activities and events can start again by 3Q21.

4. Next Steps

The CEAC will hold strategy sessions in June - July 2021 to set goals for 2021/2022. We know that there will be required actions as well as new opportunities. Goals will be aligned to the

Village of Ardsley, CEAC Progress Report June 1, 2020 – May 31, 2021

Ardsley CAN by 2030! initiative as well as the Ardsley Comprehensive Plan. A report of the 2021/2022 goals will be supplied to the Mayor and Village Manager during the summer.

Respectfully,

Core Team:

Eda Kapsis, CEAC Chair, CSC/CEC Taskforce
Asha Bencosme CEAC Co-chair, CSC/CEC Taskforce Coordinator
Dave Lew, CEAC, CSC/CEC Taskforce
Carol Sommerfield, CEAC, CSC/CEC Taskforce, Ardsley Pollinator Pathway Chair

Auxiliary Team:

Michael Fishgrund Lorraine Kuhn Greg Weinberg

SUSTAINABLE WESTCHESTER

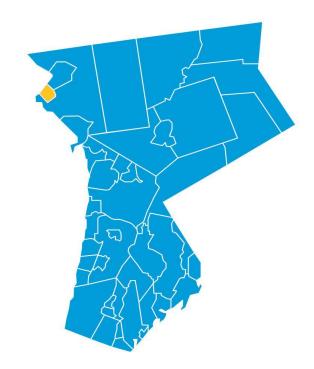


Community Choice Aggregation Program Update – Con Edison





SUSTAINABLE WESTCHESTER



Sustainable Westchester is a nonprofit, consortium of Westchester County local governments that creates and administers socially responsible, environmentally sound, and economically viable solutions for its member governments and their residents and businesses.

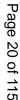
Hastings-on-Hudson Ardsley **Bedford** Irvington **Briarcliff Manor** Larchmont Lewisboro Bronxville Cortlandt Mamaroneck Village Mamaroneck Town Croton-on-Hudson **Dobbs Ferry** Mount Kisco **Fastchester** Mount Pleasant **Flmsford** Mount Vernon **New Castle** Greenburgh Harrison New Rochelle

North Castle
North Salem
Ossining Village
Ossining Town
Peekskill
Pelham Manor
Pelham Village
Town of Pelham
Pleasantville
Port Chester
Pound Ridge

Rye Brook
Rye City
Rye Town
Scarsdale
Sleepy Hollow
Somers
Tarrytown
Tuckahoe
White Plains
Yonkers

SUSTAINABLE

And Westchester County itself



OUR PROGRAMS

Community Energy





Electrification Solutions





Grid Efficiency





Zero Waste





WESTCHESTER POWER PROGRAM OVERVIEW

Westchester municipalities taking charge of their energy future.

- Electricity in bulk for their residents and small business
- Proactively setting criteria for supply
- Educate and advocate for clean energy
- Advancing municipal climate and energy goals
- Position for certifications and grants via Clean Energy and Climate Smart Communities





WESTCHESTER POWER CCA

MUNICIPAL PARTICIPATION

Ardsley
Bedford
Croton-on-Hudson
Dobbs Ferry
Greenburgh
Hastings
Irvington

Larchmont
Lewisboro
Mamaroneck Village
Mamaroneck Town
Mount Kisco
New Castle
New Rochelle

North Salem Ossining Village Ossining Town Peekskill Pelham VIllage Pleasantville Pound Ridge

Rye Brook Rye City Sleepy Hollow Somers Tarrytown Tuckahoe (1/12/2021) White Plains

28

Municipalities

115,000

Residents and Small Businesses



ENVIRONMENTAL IMPACT

GREENHOUSE GAS

MITIGATION









	METRIC TONS OF CO ₂ MITIGATED	CARS TAKEN OFF THE ROAD FOR 1 YEAR	TREE SEEDLINGS FOR 10 YEARS
Countywide	775,000	168,000	12.8 million
Ardsley	5,890	1,280	97,190



100% EMISSIONS-FREE NY HYDROPOWER

LITTLE FALLS, NY; WATERTOWN, NY; COLTON, NY; HADLEY, NY;

CAROGA LAKE, NY; COLTON, NY; GRANBY, NY;

PROSPECT, NY; COLTON OR AUSABLE, NY; COHOES, NY; QUEENSBURY, NY; MOREAU, NY; TRENTON, NY; GRAHAMSVILLE, NY



WESTCHESTER POWER BENEFITS



Vetted Community Program



Cost Control & Stability

We are a community non-profit, **not an ESCO**

- The program is municipally vetted
- Residents retain the choice to stay in the CCA or return to the utility at any time.

Cost control & stability is driven by buying in bulk

Competitive prices – large customer base attracts the best market price

The supplier is chosen through a public bidding process

- No penalties or termination fees
- No surprises fixed rate insures against volatility and price spikes
- Notice of new pricing will be sent before contract renewal



WESTCHESTER POWER BENEFITS



Advocacy & Education



Mitigating Climate Change

Support:

- **In-office support** Monday -Friday from 9am 5pm.
- Email 24/7 at info@sustainablewestchester.org.
- We take as much time as needed to answer questions; our customer service guarantee.
- Spanish language customer service.
- Outreach events and workshops, e.g. "How to read your bill"

Mitigating Climate change:

- We have offset hundreds of thousands of metric tons of carbon dioxide.
- Participation helps municipalities achieve Clean Energy Community certification
 & positions them for grants.
- 26 municipalities have chosen the green supply as their default.



CURRENT WESTCHESTER POWER RATES



GREEN SUPPLY

100% Renewable NYS Hydropower

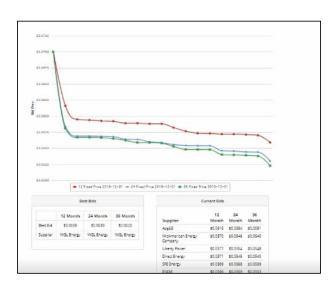


Westchester	Con Ed Starting 1/1/2021	
100% Renewable	Residential	7.41¢
	Small Commercial	7.10¢
conduction of	Residential	6.75¢
Standard Supply	Small Commercial	6.45¢



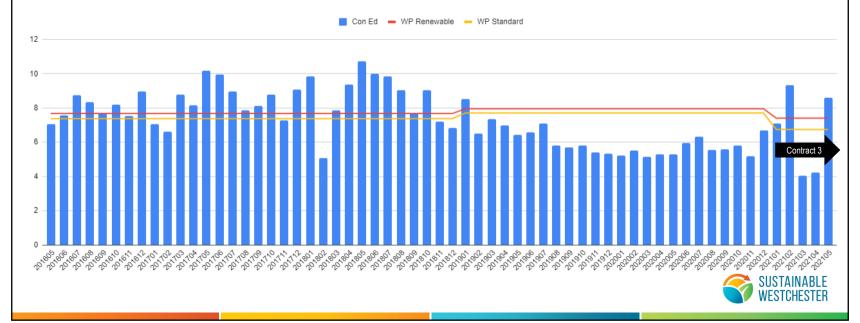
BID PLATFORM: REVERSE AUCTION

- Real-time bidding
- Total transparency stakeholders can watch
- Attract more bidders
- Record of proceedings

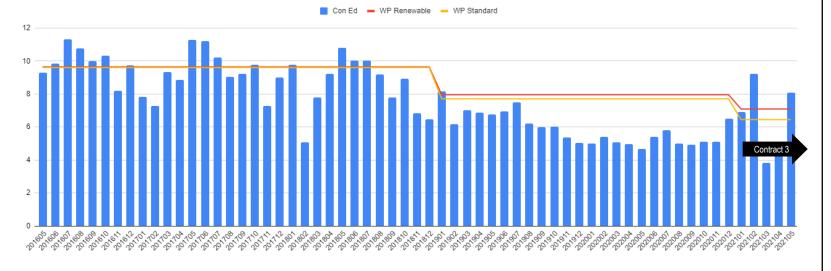




WESTCHESTER POWER FIXED RATES VS CON ED FROM LAUNCH - RESIDENTIAL



WESTCHESTER POWER FIXED RATES VS CON ED FROM LAUNCH – SMALL COM'L





RATES CONT'D: COMPARABLE PRODUCTS

	Company	Offer Details	Pricing Details	Offer Type	Renewable Energy Info
itart a ca	Consolidated Edison Company of New York, Inc. Incumbent Utility		[View Details] \$0.0599 per kWh \$41.94 per month	Variable	
0	City Power & Gas, LLC	Min Term: 12 Month(s)	[View Details] \$0.0819 per kWh \$57.34 per month	Fixed	100% Biomass, Hydroelectric, Solar, Wind
0	Major Energy Electric Services, LLC	Min Term: 12 Month(s)	[View Details] \$0.0869 per kWh \$60.83 per month	Fixed	100% Biogas, Hydroelectric
0	Verde Energy USA New York LLC	Min Term: 12 Month(s)	[View Details] \$0.1039 per kWh \$72.73 per month	Fixed	<u>100%</u> Biogas, Hydroelectric
0	Mpower Energy, LLC	Min Term: 12 Month(s)	[View Details] \$0.105 per kWh \$73.50 per month	Fixed Value Added	<u>100%</u> Hydroelectric





WESTCHESTER POWER: BY THE NUMBERS

FOR MEDIAN ARDSLEY RESIDENTIAL ACCOUNT OF 735 KWH/MO

Average monthly ahead/(behind) utility pricing				
Municipality	Contract Name	Renewable	Standard	
Ardsley	From Launch	(\$11.69)	(\$9.44)	
Ardsley	ConEd_2	(\$13.28)	(\$11.45)	
Ardsley	ConEd_3 1/1 thru 5/21	(\$4.04)	\$0.18	



WESTCHESTER POWER: BY THE NUMBERS

FOR MEDIAN ARDSLEY SMALL COMMERCIAL ACCOUNT OF 286 KWH/MO

Average monthly ahead/(behind) utility pricing				
Municipality	Contract_Name	Renewable	Standard	
Ardsley	From Launch	(\$12.50)	(\$10.26)	
Ardsley	ConEd_2	(\$14.44)	(\$12.60)	
Ardsley	ConEd_3 1/1 thru 5/21	(\$3.19)	\$0.97	



WESTCHESTER POWER: A FOUNDATION FOR FURTHER INITIATIVES



MORE GREEN ENERGY & SAVINGS: COMMUNITY SOLAR

- Further leverages the power of aggregation
- Additional environmental benefits
- Drives demand for new solar development
- Complements Westchester Power program



- Increases access and equity
- Guaranteed savings of up to 10% on SOLAR CREDITS
- No upfront installations/payments
- No cancellation fees



FALL 2021 CONSOLIDATED BILLING INTEGRATES COMMUNITY SOLAR!

PSC has ordered utilities to provide for "consolidated billing" for Community Solar and this unlocks the possibility of opt-out community solar

- Greatly expand access to savings and environmental impact
- Removes barriers for low income customer participation
- Expanded customer base will attract and drive accelerated solar development



Page 38 of 115

OPT-OUT COMMUNITY SOLAR - REVISING PROGRAM DOCS TO SUPPORT

Page | 28

We'll be recommending an Enabling Law update soon

Westchester Power Master Implementation Plan [Rev. 2021-05-26]

- Lower air pollution from fossil fuel-related energy generation;
- Stimulate and accelerating clean energy project development at scale, and
- Advance several Reforming the Energy Vision and Climate Leadership and Community Protection Act goals.

5.2 Opt-out CDG Program Operations

Where the operations for the Westchester Power Opt-out CDG program differ from those for the Westchester Power Electricity Supply program described above, these CDG-specific operations are spelled out in this section.

5.2.1 Municipal Relationship and Enabling Law

Through the Joule Order, the PSC extended the authority to CDG Participating Municipalities within CCA Participating Municipalities to enroll its residents and small businesses for CDG

Community Choice Aggregation Program (or "CCA Program—"): A municipal energy procurement program, which that replaces the incumbent utility as the default electric and/or gas Supplier for all BundledOpt-out Eligible Customers within the City. Town, Village of. The CCA Program may include Community Distributed Generation on an opt-out basis and other DER offerings on an opt-in basis.

oman commercial from residential customers as permitted by the order.

Community Distributed Generation (or "CDG"): Community shared renewables program expanding customer access to the environmental and system benefits of

wable project generation located behind a non-residential host meter based saring net metering or VDER monetary credits through a monetary credit stility bills of Customers.

Vistributed Generation Credits (or "CDG Credits"): The monetary credit tillity bills of Participating Customers through the CDG program.

- e Customers: Customers of electricity and/or natural gas eligible to ate in CCA, either on an Opt-out or Opt-in basis, as delineated in the CCA work Order.
- t Eligible Customers: Eligible Customers that are eligible for opt-out nt as delineated in the CCA Framework Order



GridRewards

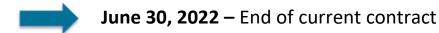
- Reduce your usage during peak times and get PAID
- Elimination of "peaker" plants and a huge step forward to environmental justice

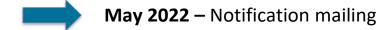
GridRewards Program:





KEY DATES/MILESTONES: CON ED









OUTREACH & EDUCATION











Social Media Posting



Digital collateral & consumer education video series

westchesterpower.org
or
Sustainable Westchester Media on YouTube



Virtual community education sessions (transitioning to in person & events as allowable)





THANK YOU

ANY QUESTIONS?





MINUTES Ardsley Village Board of Trustees

8:00 PM - Monday, June 7, 2021

Via Zoom Platform

Present: Mayor Nancy Kaboolian

Deputy Mayor/Trustee Andy Di Justo
Trustee Joann D'Emilio
Trustee Steve Edelstein
Trustee Craig Weitz

Village Manager Meredith S. Robson Village Clerk Ann Marie Rocco Village Attorney Robert J. Ponzini

Absent:

- **1. PLEDGE OF ALLEGIANCE** Mayor Kaboolian called to order the Regular Meeting at 8:00 p.m.
- **2. PUBLIC HEARING** Public Hearing to Discuss a Local Law Pursuant to Cannabis Law Section 131 Opting out of Licensing and Establishing Retail Cannabis Dispensaries and/or onsite Cannabis Consumption Establishments within the Village of Ardsley At 8:03 p.m. Public Hearing was opened
 - 2. Mayor Kaboolion read the legal ad:
 - 1 PLEASE TAKE NOTICE that the Board of Trustees of the Village of Ardsley will hold a public hearing on Monday, June 7, 2021, via Zoom to discuss whether or not to adopt a Local Law Pursuant to Cannabis Law Section 131 Opting out of licensing and establishing retail cannabis dispensaries and/or on-site Cannabis Consumption Establishments within the Village of Ardsley.

While New York remains in this pandemic crisis, we strongly encourage residents to participate in our Statutory Meetings by Zoom either by web or by

phone. Instructions for remote participation are below. The following is the website and the phone number for participation in this meeting:

Join Zoom Meeting

 $\underline{https://us02web.zoom.us/j/87601383195?pwd=RkZjcEx6NmtGSVFEODFFWkE5WFVrUT09}$

Meeting ID: 876 0138 3195

Passcode: 728155 One tap mobile

+19292056099,87601383195# US (New York)

Dial by your location

+1 929 205 6099 US (New York)

Meeting ID: 876 0138 3195

Find your local number: https://us02web.zoom.us/u/kd3H7sgdOn

Written comments may be sent to ardsley@ardsleyvillage.com or regular mail to Ardsley Village Hall, 507 Ashford Ave, Ardsley, NY 10502. All comments will be shared with the Board of Trustees.

All residentsandtaxpayersare invitedtoattend and be heard via zoom.

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

Ann Marie Rocco Village Clerk

Dated: May 17, 2021

Mayor Kaboolian explained that if allowed the dispensaries will operate like liquor stores.

At 8:47 p.m. Trustee D'Emilio: Resolved that this public hearing in the matter of Local Law pursuant to Cannabis Law Section 131 Opting Out of Licensing and Establishing Retail Cannabis Dispensaries and/or on-site Cannabis consumption establishments with the Village of Ardsley be adjourned until the June, 21, 2021 legislative meeting, **Seconded by Trustee Edelstein 5-0-0**

3. PUBLIC HEARING Public Hearing to Discuss Revisions to Chapter 173 Streets and Sidewalks in the Village Code
Public Hearing was opened at 8:04 p.m.

3. Mayor Kaboolian read the following legal ad:

PLEASE TAKE NOTICE that the Board of Trustees of the Village of Ardsley will hold a public hearing on Monday, June 7, 2021, via Zoom to discuss revisions to chapter 173 Streets and Sidewalks in the Village Code.

Due to the ongoing COVID-19 public health emergency, we strongly encourage residents to participate in our Statutory Meetings by Zoom either by web or by phone. Instructions for remote participation are below. The following is the website and the phone number for participation in this meeting:

Join Zoom Meeting

 $\underline{\text{https://us02web.zoom.us/j/87601383195?pwd=}RkZjcEx6NmtGSVFEODFFWkE5W}FVrUT09}$

Meeting ID: 876 0138 3195

Passcode: 728155 One tap mobile

+19292056099,87601383195# US (New York)

Dial by your location

+1 929 205 6099 US (New York)

Meeting ID: 876 0138 3195

Find your local number: https://us02web.zoom.us/u/kd3H7sgdOn

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

All residentsandtaxpayersare invitedtoattend and be heard via zoom.

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

Ann Marie Rocco

At 8:49 p.m. Trustee D'Emilio: Resolved, that this public hearing be closed for the Revisions to Chapter 173 Streets and Sidewalks in the Village Code. **Seconded by Trustee Edelstein 5-0-0**

Village Clerk Dated: May 17, 2021

4. APPROVAL OF MINUTES:

4.1 Regular Meeting Minutes May 17, 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, May 17, 2021 as submitted.

5. 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. MANAGER

- 2.a Village Manager's June 7, 2021-Village Manager Robson read the following report:
 - 1. **ROAD IMPROVEMENTS:** The bid received for the curbing portion of the work was previously awarded and we expect that work to begin next week. We will be getting notice out to the community ASAP. The bid for the paving portion is on tonight's agenda. We are doing a significant amount of work this year. The curbing work will be done first and the paving will not likely start until the Fall. We are expecting an agreement with Con Ed by the next meeting which will be a joint agreement like we did for Ashford Ave. which will identify the portion of the work on the roads we're doing this year for which Con Ed will reimburse us. The reimbursement is based on what their obligation would be to pave the disturbed portion of the roads they work on, but we are doing the entire road so they are reimbursing us for their piece on each of the impacted roads.
 - 2. **HEATHERDELL ROAD SIDEWALK/GUIDERAIL PROJECT:** We were just notified today that the contractor for this project will begin work tomorrow, June 8th. This work is expected to last through early August.
 - 3. **TAXES DUE:** The 1st half of the 2021 Village Tax is due, without penalty, by June 30th. Payments made in person after June 30th, or that arrive via

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

- 4. **RE-OPENING OF VILLAGE FACILITIES TO THE PUBLIC:** Village Hall will re-open fully to the public on Tuesday, July 6, 2021. The Community Center is now open again for reservations. Please see the Recreation Department page on the Village website to put in a request. We are also very happy to have welcomed back our seniors last week for their regular programming! Also back is our summer programming through the Recreation Department. Although there will still be certain precautions in place, we all welcome the return to "normal"!
- 5. HIRES: I have appointed Rocco Cipriano as a laborer effective June 7, 2021 @ \$64,956 per year and intend to hire one more laborer as soon as we get authorization from Civil Service for the position, which we have requested. We are also looking to hire a couple of seasonal laborers but have had a challenge this year getting folks interested. We are working on placing an ad for Deputy Village Treasurer. Lastly, I am appointing Fire Chief Padraic Murray to the position of part-time Fire Inspector effective June 14, 2021 at \$19,689 per year.

3. TREASURER

3.a June 7, 2021 Abstract Report
Village Manager Robson stated that the bills for the past two weeks totaled as
follows: From the General Fund: \$302,267.04; from the Sewer Fund: \$1,307.33;
from the Trust & Agency fund: \$115.90 and from the Capital Fund: \$83,350.00

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: \$302,267.04; from the Sewer Fund: \$1,307.33, from the Trust & Agency Fund: \$115.90 and from the Capital Fund: \$83,350.00.

- 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:

- Attended the Fire Department Inspection and thanked our Fire Department for all their hard work.
- Attended the Memorial Day Ceremony at Pascone Park hosted by the American Legion.
 Thanked our Fire & Police Department for their participation.

8. COMMITTEE & BOARD REPORTS Trustee DiJusto announced the following:

- Attended the Fireman's inspection dinner.
- Working on the Drive Safe Ardsley program with the Traffic Committee to present to the Board of Trustees in July.
- Thanked David DiGregorio and Meredith Robson for getting the lights on the thruway overpass.

Trustee Craig Weitz announced the following:

- Attended the Fireman's inspection dinner.
- Encouraged residents to visit the Ardsley Historical website: www.ardsleyhistoricalsociety.org

Trustee D'Emilio announced the following:

- Received a lot of flag submissions for our flag contest. We will be announcing the winners in the next few weeks.
- Save the date for our celebration in the park on October10th there will be food, games & music. More information to follow.

Trustee Edelstein announced the following:

- Wednesday, June 9th at 11:30 am the Senior's will have a BBQ at he Community Center.
- June 19th there will be a celebration at Pascone Park for Juneteenth with a concert in the evening.
- June 24th is the annual ice cream social at Pascone Park.
- June 26th there will be a Pride event at Pascone Park.
- Thanked the Highway Department for their work on the Pascone center island.
- We need help at Silliman Park with weeding. Anyone is welcome to come this Saturday, June 12th to help out.

Mayor Kaboolian also announced that Cops and Cones will take place at Carvel on Saturday, June 12th.

6. VISITORS

• Andrea Fallick Concord Road feels that the cannabis dispensaries will compromise the quality of life in the Village. Ms. Fallick shared some of the

- research that has come out of municipalities that sell cannabis. Ms. Fallick feels that we need to get additional data before we make any other decisions.
- Marc Kowalsky Honeywells Road stated that we shouldn't assume that if we opt in that a dispensary will open. Mr. Kowalsky feels that it's time for Ardsley to say pause and stop shouldering the burden of these businesses and take a pause and see how other towns are handling the choice.
- Cristiana Sunshine-Longway Ashford Avenue spoke in favor of dispensaries and feels that we should not be denying businesses while Ardsley is trying to revitalize. She feels that this is no different than having a liquor store move in.
- Alexandre Ekierman Park Avenue spoke against the dispensary in the Village.
- Greg Khitrov Mount View Ave. agreed with everyone that is against the dispensary and since we are off the thruway this will also bring in additional traffic we we open a dispensary. Not something that he advocates for.
- Victoria Paroder Mount View Ave. stated that she is strongly opposed to this local law.
- Rachel Zaffrann Western Drive stated that we should opt out at this point. This will pose a lot of risk to the community.
- Piet Quackenbush Northfield spoke against a dispensary and would not be good for the community.
- Eda Kapsis Victoria Road feels that a lot of what she is hearing in resolutions and earlier comments are anchored into the Village's comprehensive plan.
 The Comprehensive Plan included extensive commentary from the community and a cannabis dispensary does not fit with what the community called for.

7. OLD BUSINESS:

7.1 Consider a Resolution to Revise Chapter 173 Streets and Sidewalks of the Code of the Village of Ardsley

Moved by Trustee D'Emilio, Seconded by Trustee Edelstein and passed unanimously. BE IT RESOLVED that the Village Board of the Village of Ardsley hereby revises chapter 173 Streets & Sidewalks in the Village Code as listed below. (The deleted text is in strikethrough and the new text is underscored)

§ 173-32 Openings on streets and sidewalks restricted.

It shall be unlawful for any person, firm, company or corporation to make or cause to be made any excavation (hereinafter referred to as an "opening") in or under any street, sidewalk or public place or any portion thereof, whether paved or otherwise, in the Village of Ardsley, for any purpose whatsoever, except upon compliance with the provisions of this chapter and the obtaining of a permit and the payment of a fee therefor as hereinafter provided for.

§ 173-33 Application to be filed; permit.

At least 24 hours prior to commencement of work, any person or authorized representative of any firm, company or corporation, desirous of making any opening, shall file with the Village Clerk an application, in writing, for a permit for such opening on an application blank containing such information as the Board of Trustees General Foreman shall specify. A sketch showing the location, dimensions and character of the opening shall accompany the application.

§ 173-34 Excavations and restoration.

[Added 7-2-2001 by L.L. No. 2-2001]

A. Methods.

- (1) All excavations, including temporary and permanent work, within any street shall be performed in accordance with the specifications contained in § **173-41**, or in a manner as prescribed by the Superintendent of Public Works General Foreman for circumstances not covered by the specifications.
- (2) The permittee shall make every effort to keep the amount of pavement damage to a minimum. The pavement damaged in the course of performing the work shall be restored by the permittee, as its own expense, or, in the discretion of the Director of Public Works, General Foreman by the village at the expense of the permittee. Backfilling and compaction of excavations shall be performed by the permittee so that the least possible subsequent settling will occur and as soon as practicable. Before backfilling, the permittee shall notify the Superintendent of Public General Foreman Works allowing adequate time as determined by the Superintendent of Public Works General Foreman for inspection, particularly in the area of existing underground utilities. If, after permanent pavement restoration, settlement occurs due to failure of the backfill, the village shall again restore the damaged areas at the expense of the permittee.
- (3) Immediately upon the completion of proper backfilling, the permittee shall construct temporary pavement. All temporary pavement shall be installed at a thickness of three inches. The surface of the temporary pavement shall not exceed above or lie below the surface of the adjacent permanent pavement and shall be reasonably smooth. The permittee shall be responsible for the proper placement and maintenance of the temporary pavement and shall keep the temporary pavement level with the surface of the surrounding permanent pavement and in proper repair and condition until such time as permanent pavement restoration is completed.
- (4) In any case, upon notice from the Superintendent of Public Works, General Foreman, the permittee, at its expense, shall immediately make such temporary repairs and take such corrective and protective measures to the work as directed by the Superintendent of Public Works. General Foreman.
- B. Responsibilities of permittee.
- (1) It shall be the responsibility of the permittee to perform the necessary restoration beyond the limits of the pavement, which shall include but not be limited to restoration of lawns, shrubs, gardens, curbing, sidewalks, fences, walls, etc, to a condition as good or better as that which existed prior to pavement work or restoration.
- (2) Upon completion of the permanent repairs outside the limits of the pavement, the permittee shall notify the Superintendent of Public Works, General Foreman in writing, that the permanent repair or replacement has been completed, setting forth the date of completion. The permittee shall, and has the duty and responsibility to, maintain the

replacement area for a period of one year after completion. In any case, upon notice from the <u>Superintendent of Public Works- General Foreman</u> within said one-year period, the permittee, at its expense, shall immediately make such repair or replacement and take such protective measures to the work as ordered by the <u>Superintendent</u>. <u>General Foreman</u>.

C. Correction by village at expense of permittee. In any case where the permittee does not timely and properly maintain or repair any temporary or replacement pavement as provided in § 173-34, Excavations and restoration, or does not timely and properly maintain, repair or replace, restore or reestablish any non-paved area disturbed by the excavation work or take such protective measures with respect to any pavement as required by the Superintendent of Public Works, General Foreman the Superintendent Foreman may perform said maintenance or make said repairs or replacements or take such protective measures. The cost thereof shall be charged to the permittee by the village, with a minimum charge of \$100 per incident. § 173-34.1 Deposit required.

[Amended 6-3-1974; 5-2-1994 by L.L. No. 2-1994; 8-6-2007]

Prior to the issuance of a permit, the applicant shall deposit with the village a sum of money in cash or certified check sufficient to reimburse the village for all expenses which may be incurred by it in restoring the disturbed surface of the street or other area opened. No part of such deposit shall be returned to the applicant until at least 90 days after the final inspection prescribed by § 173-40 of this article. The amount of such deposit shall be computed as follows:

- A. Concrete, macadam, brick or other hard-surfaced road, sidewalk or public area: \$10 per square foot of opening; minimum deposit: \$1,000.
- B. Gravel, dirt or other surface: \$5 per square foot of opening; minimum deposit: \$750.
- C. In the event that more than one type of surface is to be excavated, the deposit shall be based on the square footage of each type of surface, and the minimum deposit shall be \$1,000.
- § 173-35 Exceptions to deposit.

A public service corporation may, in lieu of making deposits required pursuant to § 173-34.1, file and keep on file with the village:

- A. A performance bond in the amount of \$10,000, approved by the Board of Trustees Village Attorney as to form, sufficiency and manner of execution, as security to the village that said public service corporation shall properly restore any and all streets, sidewalks or public places in which it shall make an opening, and this shall include trees, grass, shrubbery and/or any other plantings, to a permanent condition, and shall keep every portion of such restoral work in perfect order and repair during the entire period of maintenance and shall faithfully comply with all the provisions of this article and any amendments hereto and with all the provisions of all permits issued to it under this article and any amendments hereto; and
- B. An agreement by said public service corporation, approved by the Board of Trustees Village Attorney as to form, sufficiency and manner of execution, to indemnify and save harmless the village from and against any and all claims, demands, suits, actions, proceedings, losses, injuries, damage and costs of every name and description in any way arising out of or resulting from any act or omission on the part of said public service corporation under any permit issued to it under this article or from any negligence or fault

of said public service corporation, its contractors, agents, servants or employees, in connection with sidewalks, curb or driveway work or repairs or street openings or any work related thereto.

§ 173-36 Fees.

[Amended 6-3-1974]

- A. A fee as indicated in Ch. **A210**, Fees, shall accompany each application for a street opening permit. This fee shall be retained by the village to cover cost of issuing the permit and any inspections required. [Amended 12-19-1988 by L.L. No. 7-1988]
- B. Any public service corporation electing pursuant to the provisions of § **173-35** to file and keep on file a performance bond and indemnity agreement, in lieu of making the deposits required pursuant to § **173-34.1**, shall nevertheless pay with each application by it for a street opening permit the same fee as would be payable hereunder for such permit, if such public service corporation had elected to make the deposit required pursuant to § **173-34.1**, and the fees so paid shall be retained by the village as herein provided. § 173-37 Emergency street openings.
- A. Any public service corporation may be entitled to commence street opening work of an emergency nature, provided that, if the <u>officeoffices</u> of the Village of Ardsley is <u>are</u> closed, the Police Department shall be notified and application for such permit shall be made in the same manner outlined herein before the close of business hours for the first working day following the date of the emergency opening.
- B. Street openings for the sole purpose of making original installations or connections will under no circumstances be classed as emergency work.

§ 173-38 Expiration of permit.

[Amended 11-18-2013 by L.L. No. 6-2013]

Each permit, or renewal thereof, shall expire 45 days following the issuance thereof and may be renewed upon written application to the Village Clerk and payment of an additional fee in the amount prescribed by § **173-36**.

§ 173-39 Certificate of insurance.

[Amended 1-17-1977 by L.L. No. 1-1977]

- A. No permit shall be issued until applicant has filed with the Village Clerk a certificate of insurance from a company authorized to do business in the State of New York, certifying that the applicant has in full force and effect public liability insurance to indemnify and protect the village against any loss, damage or injury which might be incurred by reason of such street excavation or performance of the work incidental thereto. Such certificates of insurance shall state that the Village of Ardsley shall be notified of any intent to cancel in any manner the policy referred to or of any change in the terms of the policy or limits thereof. Limits of liability of said insurance shall be not less than the following; [Amended 8-1-1988 by L.L. No. 4-1988]
- (1) Bodily injury damage: \$1,000,000 for any one person and \$1,000,000 for any one accident.
- (2) Property damage: \$1,000,000 for any one accident.
- B. Such insurance shall remain in force and effect and the operations covered thereunder shall not be deemed completed until at least 90 days after completion of the work hereinafter prescribed by § 173-40 of this article.

C. A public service corporation electing, pursuant to § **173-35**, to file and keep on file a performance bond and indemnity agreement may file with the Village Clerk in lieu of a certificate of insurance a certificate that such corporation is a self-insurer.

§ 173-40 Compliance required.

The owner(s) of the property benefited and the person, firm, company or corporation executing the work shall comply with the following;

A. Proper lighting, barricading, reflectors, signs and watchmen shall be provided to the extent necessary to protect the public, <u>as determined by the Chief of Police and/or General Foreman.</u>

- B. Gutters shall be kept clear to that free flow of water is permitted.
- C. All work under the permit shall be pursued diligently and continuously until completed.
- D. Not more than 1/2 of the paved width of any street shall be closed to traffic at one time.
- E. The size of the opening shall not exceed that for which the permit was issued without first amending the permit as issued.
- F. After backfilling openings which have been sheathed, the sheathing shall be left in place and cut down one foot below grade.
- G. No tunneling or undercutting is permitted.
- H. Openings shall be carefully backfilled with clean earth deposited in four-inch layers and tamped. Frozen earth or stones over six inches shall not be used in backfill. All shall be left in condition safe for travel by the public without hazard. It shall be the responsibility of the applicant to maintain the proper amount of backfilling openings for a period of 90 days after completion of the original backfillings.
- I. Pavement shall be restored or rebuilt to a permanent condition.
- J. All work done under the permit is subject to the inspection and approval of such persons as the Board of Trustees Village Manager may from time to time appoint The applicant shall notify the Village Clerk when all work prescribed herein is completed, and thereafter a final inspection shall be conducted by a person designated by the Board of Trustees. Village Manager.

§ 173-41 Specifications.

[Added 7-2-2001 by L.L. No. 2-2001]

The street opening work and the final restoration shall be performed in accordance with specifications approved by the Superintendent of Public Works, which shall include the following minimum specifications:

- A. The trench shall be filled with K-Krete, when beneath the paved portion of the street.
- B. If a new patch occurs where there is an existing patch, the entire existing patch shall be removed and replaced.
- C. If the patch falls within 18 inches of the curb or pavement edge, the patch shall extend to the curb or pavement edge.
- D. C. The final patch shall have a crown.
- **E. D.** No digging shall start on a Saturday, Sunday or holiday, except in an emergency.
- **F. E.** Concrete. If the street is concrete, the patch shall be concrete. The concrete shall be saw-cut to establish a clean, smooth surface. The existing concrete shall be drilled and

doweled to a twelve-inch depth, and the dowel shall be two feet on center. The seam between the new and existing concrete shall be tack coated with tar.

G. F.Asphalt. If the street is asphalt, the patch shall be asphalt. The existing asphalt shall be saw-cut to a depth two inches and shall be 12 inches wider than the trench. A binder course of $\frac{4 \cdot 1}{24}$ inches and a top course of $\frac{1 \cdot 1}{22}$ inches shall be required. The seam between the new and existing asphalt cut tack coated shall be sealed with tar.

Subsection to F

- 1. Work in roadways paved more than ten (10) years prior. Single service or excavation only disturbing one lane shall be paved a minimum of ten (10) feet from the edge of the trench in each direction of the road and from the curb, or edge of road, to the centerline of the roadway. Multiple services or excavations in one lane that are needed within sixty (60) feet of each other, the restoration required shall extend ten (10) feet outside the far excavations and from the curb, or edge of road, to the centerline of the roadway. Services or excavations that disturb both lanes, or extend over 50 feet in one lane, shall be paved a minimum of ten (10) feet outside the excavation on each side, and from curb to curb, or edge of road to edge of road.

 2. Work in roadways paved within previous ten (10) years. Single or multiple services, or excavations within sixty (60) feet of each other, shall be paved a minimum of ten (10) feet outside the excavation on each side, and from curb to curb, or edge of road to edge of road.
- 3. A restoration plan may be required based upon the proposed improvements. Segmenting the restoration of roadways in a non-contiguous manner should be avoided and will be at the discretion of the General Foreman.
- H. If a pipeline or utility installation shall disturb more than 50% of the road width, the entire road width shall be resurfaced.
- **L-G**. All work shall be performed in a good and workmanlike manner, satisfactory to the Superintendent of Public Works. **General Foreman**
- J. H. All street openings and work areas shall be provided with warning signs, barricades and lighting as necessary for public safety and in conformance with applicable provisions of the State of New York Department of Transportation Manual of Uniform Traffic Control Devices.
- **K. I.** All street openings and work areas shall be provided with warning signs, barricades and lighting as necessary for public safety and in conformance with applicable provisions of the State of New York Department of Transportation Manual of Uniform Traffic Devices. § 173-42 Noncompliance.

If an applicant fails to comply with any of the provisions of § **173-40** and the village backfills or restores the pavement to a permanent condition, the applicant shall pay for the cost of such work, such pavement to be deducted from the amount deposited pursuant to § **173-34.1** hereof, the balance, if any, being refunded to the applicant. In the case of a public service corporation which has elected, in lieu of making deposits, to file and keep on file a bond and indemnity agreement pursuant to § **173-35**, the cost of such work shall be paid directly by the corporation and, if not so paid, shall be collected under the bond. § **173-42.1** Penalties for offenses.

[Amended 12-19-1988 by L.L. No. 7-1988]

Any person committing an offense against any provision of this article shall, upon conviction thereof, be guilty of a violation pursuant to the Penal Law of the State of New York, punishable by a fine not exceeding \$250 or by imprisonment for a term not exceeding 15 days, or by both such fine and imprisonment. The continuation of an offense against the provisions of this article shall constitute, for each day the offense is continued, a separate and distinct offense hereunder.

8. NEW BUSINESS:

8.1 Consider a Resolution Authorizing the Village Mayor to Execute a Collective Bargaining Agreement with the Terms of the CBA and MOA

Moved by Trustee Edelstein, Seconded by Trustee D'Emilio and passed unanimously. WHEREAS,

the Village of Ardsley ("Village") and Ardsley Policemen's Benevolent Association, Inc. ("PBA") engaged in good-faith negotiations to arrive at a successor agreement to their collective bargaining agreement for the period June 1, 2010 – May 31, 2017, as continued and modified by an Interest Arbitration Award for the period June 1, 2017 – May 31, 2019; and

WHEREAS, the Village and PBA arrived at a successor agreement in the form of the attached Memorandum of Agreement executed on May 13, 2021 ("MOA"); and

WHEREAS, the Village has been notified that the MOA was successfully ratified by the PBA membership,

NOW, THEREFORE, BE IT RESOLVED that the Village Board of Trustees hereby approves and ratifies the attached MOA executed by the Village and PBA on May 13, 2021, including all terms set forth therein.

BE IT FURTHER RESOLVED that the Village Mayor is hereby authorized to execute a collective bargaining agreement consistent with the terms of the CBA and MOA when such document has been prepared and finalized.

8.2 Consider a Resolution to Approve the Ardsley Historical Society's Request to Install an Historical Marker

Moved by Trustee Weitz, Seconded by Trustee DiJusto and passed unanimously. RESOLVED that the Village Board of the Village of Ardsley hereby approves the Ardsley Historical Society's request to install an historical marker on the west side of Elm Street near the entrance to the South County Trailway, with such installation subject to final placement by the Village and dependent on the Historical Society's successful receipt of grant funding for such marker.

8.3 Consider a Resolution to Approve Police Department Rules and Regulations

This Resolution was TABLED WHEREAS the Ardsley Police Department has been developing comprehensive updates to departmental rules and regulations in an effort to obtain New York State accreditation; and

WHEREAS, the Village of Ardsley Labor Counsel has reviewed such updates; and

WHEREAS, the Village Board of the Village of Ardsley has been given a copy of the complete documents, and

WHEREAS, the Village Manager recommends that the Village Board of the Village of Ardsley approves such rules and regulations so that the New York State Accreditation process can begin.

NOW, THEREFORE, BE IT RESOLVED, that the Village Board of the Village of Ardsley hereby approves the Police Department rules and regulations completed in May, 2021 in order for the Police Department to move forward with the accreditation process.

8.4 Consider a Resolution Awarding Contract for 2021 Joint Road Milling & Resurfacing

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

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

WHEREAS, a public notice for this project bid was duly advertised in an official newspaper April 20, 2021; and

WHEREAS, at 11:00 A.M., on May 6, 2021 at Irvington Village Hall all bids received were opened as summarized below; and

CONTRACTOR	Bituminous Top Course (per ton)	Cold Milling & Removal of Bituminous Pavement (per square yard)	TOTAL BASE BID
Montesano Brothers Inc. 76 Plain Avenue New Rochelle, NY 10801	\$129.50	\$7.00	\$1,802,068.28

PCI Industries Corp. 550 Franklin Avenue Mount Vernon, NY 10550	\$126.90	\$6.90	\$1,826,963.40
Waters Construction Company 300 Bostwick Avenue Bridgeport, CT 06605	\$131.00	\$6.00	\$1,923,191.00
Morano Brothers Corporation 2045 Albany Post Road Croton-on-Hudson,NY 10520	\$135.00	\$6.10	\$1,927,903.10
ELQ Industries Inc. 567 Fifth Avenue New Rochelle, NY 10801	\$131.30	\$7.60	\$2,013,254.10

WHEREAS, the Irvington Village Administrator and the engineers for the project reviewed the bids submitted and determined that the lowest bidder is in order and responsive to the specifications; and

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 \$1,027,869.33 with the balance of the contract value for work apportioned to the Villages of Irvington, Dobbs Ferry, Elmsford, Hastings, and Tarrytown, collectively summing to \$774,198.95; 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 the Village of Ardsley hereby awards the contract, for the work to be performed for the 2021 Milling and Resurfacing on various streets in the Village of Ardsley to Montesano Brothers Inc. in accordance with their Unit Prices contained in their Bid of May 6, 2021 for the work to be performed within the Village of Ardsley and the other Villages and to authorize the Village Manager to execute said contract.

9. JUNETEENTH PROCLAMATION

9.1 Mayor Kaboolian read the following proclamation

JUNETEENTH PROCLAMATION

WHEREAS, our country is made up of people from every nation on earth, who are declared equal not only in freedom but also in justice, both of which are essential for a healthy human civilization; and

WHEREAS, our nation was conceived on July 4th, 1776 with the Declaration of Independence, the classic statement being: "We hold these truths to be self-evident, that all men are created equal, that they are endowed by their Creator with certain unalienable Rights, that among these are Life, Liberty and the pursuit of Happiness"; and

WHEREAS, on January 1, 1863, President Abraham Lincoln issued the Emancipation Proclamation, which declared "that all persons held as slaves" within the Confederate states "are, and henceforward shall be free" and "that the Executive

government of the United States, including the military and naval authorities thereof, will recognize and maintain the freedom of said persons"; and

WHEREAS, the Emancipation Proclamation had little impact on the Texans due to the minimal number of Union troops to enforce the new Executive Order; and

WHEREAS, on April 9, 1865, almost two years after the Emancipation Proclamation was issued, Robert E. Lee surrendered to Lieutenant General Ulysses S. Grant at Appomattox Court House; and

WHEREAS, on June 19, 1865, two years after the Emancipation Proclamation was issued, Union troops led by Major General Gordon Granger arrived at Galveston, Texas, and were finally strong enough to influence and overcome the resistance and deliver the news that the Civil War had ended, and that enslaved Africans were free; and

WHEREAS, upon his arrival in Texas, Major General Granger issued General Order Number 3 which stated "[t]he people of Texas are informed that in accordance with a Proclamation from the Executive of the United States, all slaves are free. This involves an absolute equality of rights and rights of property between former masters and slaves."; and

WHEREAS, although Juneteenth is thought of as "the end of slavery", emancipation for those enslaved in two Union border states (Delaware and Kentucky), would not come until several months later, on December 18, 1865, when ratification of the Thirteenth Amendment to the Constitution which formerly abolished slavery in the United States was announced; and

WHEREAS, Juneteenth is the oldest nationally celebrated commemoration of the ending of slavery in the United States. On June 19, 1865, Union Major General Gordon Granger rode into Galveston, Texas to announce that the Civil War had ended, and slaves had been freed; and

WHEREAS, Juneteenth is a combination of "June" and "nineteenth," in honor of the day that Major General Gordon Granger announced the abolition of slavery in Texas. The holiday is also known as Freedom Day or Emancipation Day; and

WHEREAS, the vestiges of slavery and racism still permeate throughout New York State, and the United States, and are represented in names of places and monuments; and

WHEREAS, the Black Lives Matter movement challenges us to reexamine our core values as a village, state, and nation, and to ensure freedom, liberation, and justice; and

WHEREAS, it is necessary for our entire Village, State and Country to be aware of the importance of this holiday to our Black neighbors; and

NOW, THEREFORE, I, Nancy Kaboolian, Mayor of the Village of Ardsley, recognize Juneteenth in the Village of Ardsley as a testament to freedom, liberation, and justice, and a day where Black life, Black history, and Black culture is honored and celebrated.

- 10. CALL FOR EXECUTIVE SESSION-PERSONNEL & LEGAL MATTERS
- 11. ADJOURNMENT OF MEETING
- 11.1 Adjournment

Moved by Trustee D'Emilio, Seconded by Trustee Edelstein and passed unanimously. **RESOLVED** that the Village Board of the Village of Ardsley Hereby adjourns the regular meeting of Monday, June 6, 2021 at 9:06 p.m.

- 12. NEXT WORKSESSION June 9, 2021
- 13. NEXT BOARD MEETING: June 21, 2021
 - 14. JUNETEENTH PROCLAMATION

Village Clerk, Ann Marie Rocco
Date:

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ABSTRACT FOR VILLAGE BOARD MEETING OF JUNE 21, 2021

GENERAL FUND	\$207,424.28
TRUST & AGENCY FUND	\$6,226.54
CAPITAL FUND	\$532,697.61
SEWER FUND	\$ 0.00

Date	Vendor Name	Description	Amount
5/31/2021	XEROX CORPORATION	4-21 to 5-21	<u>198.52</u>
		Ardsley Court Sub Total	198.52
6/17/2021	BRUNI & CAMPISI INC	A/C ronair community Contor	283.00
		A/C repair community Center	
5/31/2021	CARDMEMBER SERVICE	welcome back items for seniors	43.00
5/31/2021	CARDMEMBER SERVICE	chair racks, chairs	762.28
5/28/2021	CARDMEMBER SERVICE	arts n crafts pride day	82.00
5/31/2021	CON EDISON	Usage 5-10 to 6-9	174.50
6/17/2021	EDITH FUNG	REFUND-OUTDOOR YOGA-EDITH	120.00
6/17/2021	EMILY AMEY	REFUND-GRIT NINJA-AMOS	300.00
6/17/2021	JEN BENALT	REFUND FOR GRIT NINGA-JOSH	300.00
5/31/2021	METRO SPORTS OFFICIALS	Service for 5-17 to 5-27	528.00
5/31/2021	NSI Clean Worldwide Inc.	Cleaning Service for May 2021	260.00
6/9/2021	OPTIMUM	Usage for 6-8 to 7-7	29.95

6/10/2021	SAM'S CLUB/SYNCHRONY BANK	senior supplies	64.72
6/16/2021	SAM'S CLUB/SYNCHRONY BANK	new BBQ	216.73
5/31/2021	SMJT CORP DBA ANAGO	Service for 5-1 to 5-10	107.00
5/31/2021	SUEZ WATER WESTCHESTER DIST. 1	Usage for 5-7 to 6-4	109.92
5/31/2021	SUEZ WATER WESTCHESTER DISTRIC	Usage for 5-7 to 6-4	30.37
6/17/2021	TIMOTHY GEARY	REFUND-GRIT NINJA- CILLIAN	300.00
6/17/2021	VERIZON	Usage 6-10 to 7-9	49.79
6/9/2021	XEROX CORPORATION	Usage for 4-21 to 5-21	<u>60.15</u>
		Community Center Sub Total	3,821.41
5/31/2021	CON EDISON	Usage 5-10 to 6-9	310.43
5/31/2021	NSI Clean Worldwide Inc	Cleaning Service for May 2021	195.00
5/31/2021	SMJT CORP DBA ANAGO	Service for 5-1 to 5-10	80.25
5/31/2021	SUEZ WATER WESTCHESTER DISTRIC	Usage for 5-7 to 6-4	355.19
5/31/2021	SUEZ WATER WESTCHESTER DISTRIC	Usage for 5-7 to 6-4	109.92
6/11/2021	TK Elevator Corporation	Elevator Service Contract	3,490.62
6/17/2021	VERIZON	Usage 6-10 to 7-9	481.97
6/9/2021	VERIZON SELECT SERVICES INC.	usage for June	1.61
5/31/2021	VILLAGE OF DOBBS FERRY	May 2021 Gas & Diesel Usage	400.99
5/31/2021	VILLAGE OF DOBBS FERRY	May 2021 Gas & Diesel Usage	848.10
6/11/2021	WESTCHESTER MANOR	Inspection Dinner	7,920.00
		Fire Dept. Sub	4440400
		Total	14,194.08
6/17/2021	A-1 HYDRO	truck wash/55 gallon	437.00
5/31/2021		Cylinder Rental	94.01
6/11/2021		seat for john deere	292.70
5/31/2021		Graffiti Remover	108.00
5/31/2021		Fence Rail, Doug Fir	343.08
5/31/2021		Fence Rail, Doug Fir	366.70
5/31/2021		Usage 5-10 to 6-9	169.73
6/17/2021		tires truck #16	1,320.00
6/14/2021	D.S. TOOL CO.	Brackets for Flags	160.00
6/16/2021		June Pest Service	150.00
5/31/2021	PARTS AUTHORITY	Various Hoses	58.07
6/14/2021	PARTS AUTHORITY	Fuel Filter	34.00
	PAUL BUNYAN TREE SERVICE	tree removal	1,800.00
6/9/2021	READERS HARDWARE INC	Cutter, Coupling, Broom	97.98

6/9/2021	READERS HARDWARE INC	Cutter, Coupling, Broom	116.73
6/9/2021	READERS HARDWARE INC	Cutter, Coupling, Broom	60.96
6/14/2021	READERS HARDWARE INC	Gas Cylinder, Ball Valve	37.57
6/10/2021	READERS HARDWARE INC	supplies	5.97
5/31/2021	Roberts Department Stores, Inc.	Highway Uniform	13,470.52
6/11/2021	SAW MILL STONE & MASONRY SUPPL	filter fabric/sod staples	311.50
6/11/2021	SAW MILL STONE & MASONRY SUPPL	filter fabric/sod staples	181.50
6/11/2021	SAW MILL STONE & MASONRY SUPPL	filter fabric/sod staples	28.50
6/17/2021	SAW MILL STONE & MASONRY SUPPL	mulch/sand/cobblestones	64.00
6/17/2021	SAW MILL STONE & MASONRY SUPPL	mulch/sand/cobblestones	198.65
5/25/2021	SNAP-ON TOOLS	dye/kit	121.00
5/31/2021	SUEZ WATER WESTCHESTER DIST. 1	Usage for 5-7 to 6-4	86.26
6/16/2021	TEAMSTERS LOCAL 456	Local Teamsters 7-1 to 6-30	2,800.00
5/31/2021	VILLAGE OF DOBBS FERRY	May 2021 Gas & Diesel Usage	3,217.83
5/31/2021	VILLAGE OF DOBBS FERRY	May 2021 Gas & Diesel Usage	<u>585.30</u>
		Highway Dept. Sub	
		Total	26,717.56
6/17/2021	ARDSLEY MOTORS	vehicle inspection	74.00
6/11/2021		LPR contract	1,050.00
5/31/2021		May 2021 Gas & Diesel Usage	1,839.78
6/9/2021		4-21 to 5-21	<u>183.32</u>
3, 3, 2322		Police Dept. Sub	
		Total	3,147.10
6/11/2021	DILIGENT CORPORATION	board manager package	68.49
5/31/2021	THE RIVERTOWNS ENTERPRISE		552.10
5/31/2021		may 2021 west info charge	267.75
5/31/2021		copy machine may 2021	207.46
5/28/2021	ACME EXTERMINATING	Pest Service 5-1/21	69.66
6/9/2021		June 1-02021	69.66
6/9/2021		Drag Queen Story Hour	300.00
5/24/2021	BOS Bauer Office Solutions	Toner Meredith printer/copier	535.88
6/16/2021	BRUNI & CAMPISI INC	Repair Village Hall AC	198.33
5/31/2021	CABLEVISION LIGHTPATH INC.	Usage for 5-1 to 5-31	2,290.11
5/31/2021		Usage from 5-5 to 6-4	110.14
5/31/2021		Stand in Managers Office	140.85
5/31/2021	CARDMEMBER SERVICE	food for work session	6.02

5/31/2021	CARDMEMBER SERVICE	HW E-Zpass	450.00
5/31/2021	CARDMEMBER SERVICE	cables	26.65
5/31/2021	CARDMEMBER SERVICE	Late Fee	39.00
5/31/2021	CARDMEMBER SERVICE	Interest	27.47
5/31/2021	CARDMEMBER SERVICE	Otti	9.99
5/31/2021	CARDMEMBER SERVICE	Otti	9.99
5/31/2021	CARDMEMBER SERVICE	Frames	123.92
5/31/2021	CARDMEMBER SERVICE	foam board	49.98
5/31/2021	CARDMEMBER SERVICE	Flags	336.20
5/31/2021	CARDMEMBER SERVICE	Juneteenth Banner	13.99
5/31/2021	CARDMEMBER SERVICE	Pitney Bows	151.02
6/11/2021	City of New York	Land Use Permit No. 3399	9,270.68
5/31/2021	CON EDISON	Usage 5-10 to 6-9	65.44
5/31/2021	CON EDISON	Usage 4-30 to 5-31	263.23
6/17/2021	Federated Conservationist of	FCWC Annual Membership 2021-22	50.00
6/17/2021	GABRIELLI TRUCK SALES LTD	wheel nut/studs	291.70
6/14/2021	GEORGE MALONE	Direct Public Govt Access	811.24
6/7/2021	GREATAMERICA FINANCIAL SERVICE	Voice recorder contract	4,450.00
6/10/2021	ICMA	ICMA Membership 2021-22	150.00
5/31/2021	MURTAGH,COSSU,VENDITTI &CASTRO	Professional Service	800.00
5/31/2021	NSI Clean Worldwide Inc.	Cleaning Service for May 2021	845.00
5/31/2021	NSI Clean Worldwide Inc.	Cleaning Service for May 2021	1,500.00
6/10/2021	NYS EMPLOYEES HEALTH INS	July Premium	125,386.50
6/9/2021	OPTIMUM	Usage 6-8 to 7-7	197.07
6/9/2021	OPTIMUM	Usage 6-8 to 7-7	120.22
6/9/2021	OPTIMUM	Usage 6-8 to 7-7	201.44
6/8/2021	Robert Ponzini	June Monthly Retainer	5,979.00
6/10/2021	SIGNARAMA	Pride Banner 2021	318.00
5/31/2021	SMJT CORP DBA ANAGO	Service for 5-1 to 5-10	347.75
5/31/2021	SMJT CORP DBA ANAGO	Service for 5-1 to 5-10	346.40
5/31/2021	STECICH MURPHY & LAMMERS LLP	invoice dated 5-31-21	821.00
5/31/2021	SUEZ WATER WESTCHESTER DIST. #	Usage for 5-7 to 6-4	223.37
5/31/2021	SUEZ WATER WESTCHESTER DIST. 1	Usage for 5-7 to 6-4	109.92
5/31/2021	SUEZ WATER WESTCHESTER DISTRIC	Usage for 5-7 to 6-4	236.56
5/31/2021	VERIZON	Invoice dated 5-31	6.66
6/9/2021	VERIZON	Usage for 6-2 to 7-1	68.42
6/9/2021	Westchester County Health Dept	Ice Cream Social Food Permit	85.00

6/18/2020	W.B. MASON CO. INC.	Staples, Trash Liners C-folds	277.12
6/16/2021	W.B. MASON CO. INC.	Ink	69.23
		Village Hall Sub	
		Total	<u>159,345.61</u>
		General Fund Total	207,424.28
5/31/2021	Woodard & Curran Engineering		1,344.50
5/31/2021	Woodard & Curran Engineering	R-Mohring Fairmont Ave	1,125.75
5/31/2021	Woodard & Curran Engineering	R-Mohring Fairmont Ave	970.00
6/16/2021	ALLISON MASTROGIACOMO	Baby Sitting Certificates	120.00
6/16/2021	Woodard & Curran Engineering	708 SMRR	2,203.00
6/11/2021	SUNSHINE SPECIALTIES DISTRIBUT	Ice Cream Event	120.00
6/16/2021	CARDMEMBER SERVICE	Senior BBQ	343.29
		Trust & Agency Total	6,226.54
5/31/2021	STAMFORD WRECKING COMPANY	220 Heatherdell Road	54,862.50
1/21/2021	WATERS CONSTRUCTION CORP INC.	2020 MILLING AND PAVING	477,835.11
		Capital Fund Total	532,697.61

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

	Current Fis	Current Fiscal Year May	ior Fis	al Year	Fiscal Y	Fiscal Year to Date	Fiscal Year Budget	Prior Fisca	Prior Fiscal Year to Date
	#:	♦ Amount	*	Amount Am	#	# ATHOUNE	4 Anionin	‡	4 Allioniil
BUILDING PERMITS	15	7,295.00	4	690.00	160	127,125.00	125,000.00	113	72,075.00
APPLICATION FEES	10	750.00	10	675.00	167	10,875.00		123	7,950.00
C/O.S	7	185.00	က	00.09	119	2,140.00	ı	157	3,220.00
PLUMBING PERMITS	1.	1,276.00	9	525.00	26	13,011.00	13,000.00	87	13,998.00
ELECTRICAL PERMITS	m	225.00	2	225.00	88	9,600.00	7,000.00	61	7,680.00
TITLE SEARCH & COMPLIANCE LETTER	13	680.25	7	389.50	129	6,614.25	,	66	5,216.75
MISC FEES	_	1,750.00	en T	778.00	18	16,713.00		7	4,639.40
TOTALS	64	\$ 12,161.25	35 \$	3,342.50	779	\$ 186,078.25	\$ 145,000.00	651	\$ 114,779.15
BUILDING INSPECTIONS PERFORMED	73		30		847			806	
ZONING INSPECTIONS PERFORMED	25		24		223			180	
FIRE INSPECTIONS PERFORMED	0		0		9			4	
VIOLATION NOTICES ISSUED	12		o		110			09	
WARNING NOTICES ISSUED	က		2		20			45	
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 permit renewal fees and additional fees for projects where the cost of construction exceeded the amount originally stated on the building permit.

The building inspector attended 1 day of required in-service training this month.



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

5/27/2021

MONTHLY BUILDING PERMIT REPORT

	i		From: 5/1/2021	11 To: 5/31/2021		
Permit Number	Permit Date	Type	Parcel ID	Legal Address	Owner	Permit Fees
2021-7168 Construct a	5/1/2021 two story addit	2021-7168 5/1/2021 RESIDENTIAL ADDITION 6.30-10-4 Construct a two story addition and interior alterations and renovation.	6.30-10-4 enovation.	8 LOOKOUT PL	WEINSTEIN, ERIC D & MC CAUL	\$5000.00
2021-7169 5/6/2021 Interior alterations to co	5/6/2021 ations to conve	2021-7169 5/6/2021 RESIDENTIAL ALTERATI 6.10-1-10.2 38 CONCOR Interior alterations to convert a half bath to a full bath and to add/relocate a closet on the first floor	6.10-1-10.2 o add/relocate a closet	38 CONCORD RD t on the first floor	DAS, KAUSHIK & BIJAL	\$400.00
2021-7170 5/6/2021 Install a new fence as p	5/6/2021 v fence as per t	2021-7170 5/6/2021 FENCE Install a new fence as per the approved plans.	6.80-64-6	17 EASTERN DR	GORDON, STEVE & ZWEIFACH-	\$60.00
2021-7171 5/6/2021 Install a new fence in th	5/6/2021 v fence in the re	2021-7171 5/6/2021 FENCE Install a new fence in the rear yard as per the approved pla	6.50-27-3 8 CA ins. Includes the remov	6.50-27-3 8 CAPTAIN HONEYWELLS RD I plans. Includes the removal of an existing chain link fence.	8 CAPTAIN HONEYWELLS RD HADI, MOHAMMED & LAUREN emoval of an existing chain link fence.	\$160.00
2021-7172 5/6/2021 Install new roofing mate	5/6/2021 oofing material	ROOF/SIDING is as per the approved specificat	6.50-31-3 tions. Includes the rem	36 WESTERN DR oval of existing roofing materials	2021-7172 5/6/2021 ROOF/SIDING 6.50-31-3 36 WESTERN DR SANYAL, ABHIJIT Install new roofing materials as per the approved specifications. Includes the removal of existing roofing materials and replacement of rotted plywood.	\$125.00
2021-7173 Install a nev	2021-7173 5/13/2021 Install a new 14KW Genera	2021-7173 5/13/2021 STANDBY GENERATOR 6.80 Install a new 14KW Generac natural gas fired standby generator	6.80-56-4 erator	27 ORLANDO AVE	SEITZ, SALLY L	\$125.00
2021-7174 Remove the	2021-7174 5/13/2021 Remove the existing shed	2021-7174 5/13/2021 SHED Remove the existing shed and construct a new shed on a g	6.60-38-18 a gravel base.	90 HILLTOP RD	O'DONOVAN, KEVIN J. & KIM, J	\$125.00
2021-7175 Install a new	2021-7175 5/13/2021 Install a new fence in the si	2021-7175	6.80-63-2 approved plans	7A WESTERN DR	RYAN, PAUL & FRENCH, KATIE	\$260.00
2021-7176 Install anew	2021-7176 5/13/2021 Install anew fence as per th	2021-7176 5/13/2021 FENCE Install anew fence as per the approved plans	6.90-90-11	14 CROSS RD	GJINI, FRANC & BERBERI, NISID	\$140.00
2021-7177 Install a nev	2021-7177 5/13/2021 Install a new fence in the re	2021-7177 s/13/2021 FENCE 6 Install a new fence in the rear yard as per the approved plans	6.30-13-11 ans	133 HUNTLEY DR	DURCAN, MICHAEL & SAENZ, P	\$100.00
2021-7178 Install a nev	2021-7178 5/13/2021 Install a new above-ground	2021-7178 5/13/2021 SWIMMING POOL - ABO 6.80-56-38 Install a new above-ground swimming pool as per the approved plans.	6.80-56-38 oved plans.	24 WESTERN DR	BASTION, LOUIS & ALESSANDR	\$40.00



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

5/27/2021

MONTHLY BUILDING PERMIT REPORT

Permit NumberPermit DateTypeParcel IDLegal AddressOwnerPermit Fees2021-71795/13/2021FENCE6.30-11-17146 HUNTLEY DRGHALEB, RAYMOND & MALEK, GHALEB, RAYMOND & MALEK,\$80.00Remove the existing wooden fence in the rear yard and install a new vinyl fence as per the approved plans146 HUNTLEY DRGHALEB, RAYMOND & MALEK, GHALEB, RAYMOND & MALEK,\$400.00Widen the existing driveway and curb cut.2021-7181\$720/2021RESIDENTIAL ALTERATI 6.50-23-1529 MAJOR APPLEBYS RDLEW, DAVID K & HARRIET Y SHIGH ST\$160.00Remove an existing window in the rear wall of the house. Widen the opening and install a new dranbi doi storage tank and install a new Granby 400 gallon oil storage tank on concrete in a tank tub.TSELNIK, IGOR & MADLENA\$120.00				From: 5/1/2021	To: 5/31/2021		
MOND & MALEK, MOND & MALEK, K & HARRIET Y nding and stairs. OR & MADLENA	ermit umber	Permit Date	Type	Parcel ID	Legal Address	Owner	Permit Fees
MOND & MALEK, K & HARRIET Y nding and stairs. OR & MADLENA	321-7179 emove the	5/13/2021 existing woode	FENCE in fence in the rear yard and ins	6.30-11-17 stall a new vinyl fence as	146 HUNTLEY DR per the approved plans	GHALEB, RAYMOND & MALEK,	\$80.00
K & HARRIET Y nding and stairs. OR & MADLENA	021-7180 /iden the ex	5/13/2021 xisting driveway	DRIVEWAY/CURB CUT / and curb cut.		146 HUNTLEY DR	GHALEB, RAYMOND & MALEK,	\$400.00
OR & MADLENA	021-7181 emove an (5/20/2021 existing window	RESIDENTIAL ALTERATI vin the rear wall of the house. V	6.50-23-15 29 N Widen the opening and in	MAJOR APPLEBYS RD stall a new header. Install a	LEW, DAVID K & HARRIET Y new patio door, landing and stairs.	\$160.00
	021-7182 emove a 54	5/20/2021 50 gallon under	TANK ground oil storage tank and ins	6.80-74-8 stall a new Granby 400 ga	5 HIGH ST illon oil storage tank on conc	TSELNIK, IGOR & MADLENA rete in a tank tub.	\$120.00

5/27/2021

MONTHLY BUILDING FERMIT KEFORT TOTALS	KELOKI IOIALS	
From: 5/1/2021 To: 5/31/2021	/2021	
Permit Type	Count	Permit Fees
DRIVEWAY/CURB CUT	1	\$400.00
FENCE	9	\$800.00
RESIDENTIAL ADDITION	1	\$5000.00
RESIDENTIAL ALTERATION/RENOVATION	2	\$560.00
ROOF/SIDING	1	\$125.00
SHED	-	\$125.00
STANDBY GENERATOR	1	\$125.00
SWIMMING POOL - ABOVE GROUND		\$40.00
TANK	1	\$120.00

\$7,295.00

Total Permits:

Page 3 of 3

5/27/2021

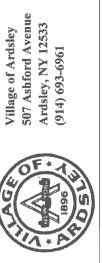
Village of Ardsley 507 Ashford Avenue Ardsley, NY 12533 (914) 693-6961

MONTHLY PERMIT APPLICATION REPORT

From: 5/1/2021 To: 5/31/2021

	Iress Cost of Const. Fee	4000.00 75.00	20000.00 75.00	VER RD 1900.00 75.00	1900.00	1900.00 7500.00 5950.00	1900.00 7500.00 5950.00 15500.00	ER RD 1900.00 7500.00 5950.00 15500.00 30000.00	ER RD 1900.00 7500.00 5950.00 15500.00 30000.00 5960.00	ER RD 1900.00 7500.00 5950.00 15500.00 30000.00 5960.00
	Legal Address	94 RIDGE RD	38 CONCORD RD	875 SAW MILL RIVER RD				AU	AU	AU
1	Owner	6.100-93-18.2 BODDY, JULIAN & JESSICA	6.10-1-10.2 DAS, KAUSHIK & BIJAL	ARDSLEY ASSOCIATES LLC	ARDSLEY ASSOCIATES LLC NAKAMURA, AKIRA	ARDSLEY ASSOCIATES LLC NAKAMURA, AKIRA TSELNIK, IGOR & MADLENA	ARDSLEY ASSOCIATES LLC NAKAMURA, AKIRA TSELNIK, IGOR & MADLENA 55 RIDGE EQUITY LLC	ARDSLEY ASSOCIATES LLC NAKAMURA, AKIRA TSELNIK, IGOR & MADLENA 55 RIDGE EQUITY LLC RICHARDS, GLENWORTH & PAU	ARDSLEY ASSOCIATES LLC NAKAMURA, AKIRA TSELNIK, IGOR & MADLENA 55 RIDGE EQUITY LLC RICHARDS, GLENWORTH & P. TONER, GAYLE & SEAMUS	ARDSLEY ASSOCIATES LLC NAKAMURA, AKIRA TSELNIK, IGOR & MADLENA 55 RIDGE EQUITY LLC RICHARDS, GLENWORTH & P. TONER, GAYLE & SEAMUS GREENWAY CIRCLE LLC
	Parcel ID	6.100-93-18.2 B	6.10-1-10.2 D	6.20-3-5 A						
	Type	DRIVEWAY/CURB CUT	RESIDENTIAL ALTERATIO	SIGN	SIGN FENCE	SIGN FENCE TANK	SIGN FENCE TANK DEMOLITION	SIGN FENCE TANK DEMOLITION RESIDENTIAL ADDITION	SIGN FENCE TANK DEMOLITION RESIDENTIAL ADDITION FENCE	FENCE TANK DEMOLITION RESIDENTIAL ADDITION FENCE RESIDENTIAL ALTERATIO
Application	Date	5/6/2021	5/6/2021	5/6/2021	5/6/2021 5/14/2021	5/6/2021 5/14/2021 5/20/2021	5/6/2021 5/14/2021 5/20/2021 5/20/2021	5/6/2021 5/14/2021 5/20/2021 5/20/2021 5/20/2021	5/6/2021 5/14/2021 5/20/2021 5/20/2021 5/20/2021	5/6/2021 5/14/2021 5/20/2021 5/20/2021 5/20/2021 5/27/2021
Application Application	Number	2021-054	2021-055	2021-056	2021-056 2021-057	2021-056 2021-057 2021-058	2021-056 2021-057 2021-058 2021-059	2021-056 2021-057 2021-058 2021-059 2021-060	2021-056 2021-057 2021-058 2021-059 2021-060 2021-061	2021-056 2021-057 2021-058 2021-069 2021-060 2021-061 2021-062

Page 1 of 2



MONTHLY PERMIT APPLICATION REPORT TOTALS

From:	From: 5/1/2021	To: 5/31/2021		
Permit Type		Count	Fees	Cost of Const.
DEMOLITION		_	\$75.00	\$15,500.00
DRIVEWAY/CURB CUT		1	\$75.00	\$4,000.00
FENCE		2	\$150.00	\$13,460.00
RESIDENTIAL ADDITION		-	\$75.00	\$30,000.00
RESIDENTIAL ALTERATION/RENOVATION	ATION	3	\$225.00	\$70,400.00
SIGN		_	\$75.00	\$1,900.00
TANK		panel	\$75.00	\$5,950.00

\$141,210.00

\$750.00

10

Total:

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

5/27/2021

MONTHLY PLUMBING PERMIT REPORT

To: 5/31/2021

From: 5/1/2021

Permit Number	Permit Date	Type	Parcel ID	Legal Address	Owner	Permit Fees
P-2021-1797 5/13/2021	5/13/2021	GAS	6.80-63-12	585 ASHFORD AVE	RICCI TRUST, CAROLYN	\$75.00
P-2021-1798 5/13/2021	5/13/2021	GAS	6.50-29-11	34 CAPTAIN HONEYWELLS RD	BOHN TRUST, NANCY	\$75.00
P-2021-1799 5/13/2021	5/13/2021	HVAC	6.50-29-11	34 CAPTAIN HONEYWELLS RD	BOHN TRUST, NANCY	\$50.00
P-2021-1800 5/13/2021	5/13/2021	GAS	6.80-56-4	27 ORLANDO AVE	SEITZ, SALLY L	\$75.00
P-2021-1801 5/13/2021	5/13/2021	PLUMBING PERMIT	6.20-4-16	15 CONCORD RD	LEVENTHAL, JEREMY S & BIL	\$170.00
P-2021-1802 5/13/2021	5/13/2021	HVAC	6.80-56-3	29 ORLANDO AVE	MILLS, ROBERT & ALYSSA	\$100.00
P-2021-1803 5/13/2021	5/13/2021	FIRE SUPPRESSION	6.80-56-22.1	4 WESTERN DR	RIVERA-DIAZ, JUAN R	\$96.00
P-2021-1804 5/13/2021	5/13/2021	HVAC	6.80-56-22.1	4 WESTERN DR	RIVERA-DIAZ, JUAN R	\$150.00
P-2021-1805 5/20/2021	5/20/2021	GAS	6.30-11-19	150 HUNTLEY DR	FORT TRUST, MARIE FLORE N	\$75.00
P-2021-1806 5/20/2021	5/20/2021	PLUMBING PERMIT	6.80-58-1	4 REST AVE	KOCHMAN, DAVID & ALLISO	\$335.00
P-2021-1807 5/20/2021	5/20/2021	GAS	6.30-13-14	127 HUNTLEY DR	SINANAJ, RRUSTEM	\$75.00

Page 1 of 2

Type ELECTRICAL PERMIT 6.60-38-73	1050	507 Ashford Avenue Ardsley, NY 12533 (914) 693-6961				5/27/2021
Type Parcel ID		MONTHLY ELI	ECTRICAL PE	RMIT REPORT		
ELECTRICAL PERMIT 6.50-35-3 ELECTRICAL PERMIT 6.60-38-73 ELECTRICAL PERMIT 6.60-38-73		Fro		2021		
ELECTRICAL PERMIT 6.30-13-24 ELECTRICAL PERMIT 6.60-38-73 6.60-38-73	Permit Date	ype	Parcel ID	Legal Address	Permit Fees:	
		RICAL PERMIT RICAL PERMIT RICAL PERMIT	6.50-35-3 6.30-13-24 6.60-38-73	504 ASHFORD AVE 30 OVERLOOK RD 131 HEATHERDELL RD	\$75.00 \$75.00 \$75.00	
Page 1 of 2			Page 1 of 2			

5/27/2021		<u>Fees</u> \$225.00	
	LECTRICAL PERMIT REPORT TOTALS From: 5/1/2021 To: 5/31/2021	Count 3	
Village of Ardsley 507 Ashford Avenue Ardsley, NY 12533 (914) 693-6961	MONTHLY ELECTRICAL PER From: 5/1/2021 To:	Permit Type ELECTRICAL PERMIT	
OF TANK			

ARDSLEY FIRE DEPARTMENT 505 Ashford Avenue Phone (914) 693-6581 Ardsley, New York 10502 Fax (914) 693-0279



Office of the Fire Chief **Division of Fire Prevention**

TRAINING OFFICERS REPORT- MAY 2021

May 6th

Inspection Drill #2

Training Hrs. 20.00, 10 Member's Present

May 13th
Inspection Drill #3

Training Hrs. 24.00, 12 Member's Present

 $\frac{May\ 20^{th}-Monthly\ Drill}{\text{Inspection Drill}\ 44}$

Training Hrs. 45.00, 18 Member's Present

May 27th

Inspection Drill #5

Training Hrs. 34.00, 17 Member's Present

New York State Classes:

Training Hrs. 123.00, 57 Member's Present

Online Training McNeil & Company E-Learning:

Training: 00.00 Hours Inspection: 123.00 Hours Maintenance: 00.0 Hours New York State: 00.00 Hours

Online Training McNeil & Company E-Learning: 0.0 Hours Total: 123.200 Hours

Respectfully Submitted,

Joan Podolski 2nd Assistant Chief

Ardsley Fire Department

Alarm Run List

DATE	TIME ALARM #	
5/2/21	9:56 21-0079	23 Prospect Ave
5/2/21	18:31 21-0080	1 Farm Rd
5/3/21	7:56 21-0081	NYS Thruway MM 11.5
5/3/21	8:24 21-0082	NYS Thruway MM 7.7
5/4/21	8:02 21-0083	500 Farm Rd
5/4/21	9:30 21-0084	10 Old Jackson Ave
5/5/21	13:34 21-0085	Ashford Ave and Sprain Rd
5/6/21	3:47 21-0086	1 Thruway Plaza
5/7/21	14:48 21-0087	NYS Thruway MM 9.0
5/8/21	8:22 21-0088	1 Thruway Plaza
5/8/21	8:48 21-0089	30 Beacon Hill Dr
5/10/21	9:21 21-0090	8 Western Dr
5/10/21	15:02 21-0091	300 Farm Rd
5/15/21	2:22 21-0092	81 Boulder Ridge
5/15/21	13:42 21-0093	Saw Mill River Rd and I-87 Exit
5/18/21	14:17 21-0094	2 Concord Rd
5/19/21	19:39 21-0095	77 Heatherdell Rd
5/20/21	0:13 21-0096	7 Johnson Pl
5/20/21	15:02 21-0097	1017 Saw Mill River Rd
5/21/21	14:32 21-0098	NYS Thruway MM 9.0
5/21/21	14:55 21-0099	NYS Thruway MM 6.1
5/21/21	18:07 21-0100	2 Lawrence St
5/22/21	7:20 21-0101	23 Old Mill Ct
5/24/21	13:26 21-0102	10 Old Jackson Ave
5/25/21	18:39 21-0103	14 Birch Hill Rd
5/25/21	20:48 21-0104	520 Ashford Ave
5/28/21	12:13 21-0105	5 Dellwood Rd
5/28/21	12:56 21-0106	NYS Thruway MM 10.3
5/29/21	7:57 21-0107	18 Park Ave
5/29/2021	14:51 21-0108	135 Heatherdell Rd
5/30/2021	21:38 21-0109	867 Saw Mill River Rd
		Total Calls
		Total Man Hrs
		Respectfully Submitted Padraic J Murray Chief of Department

Monthly

TYPE

False Unintentional

Odor of Gas

Service Call

MVA with injuries

False Unintentional

False Unintentional

Odor of Gas

False Malfuction

Rollover

Motor Vehicle Fire

False Unintentional

Odor of Gas

Malicious Pull

Water Leak

MVA

False Unintentional

Odor of Gas

Odor of Gas

False Unintentional

Service Call

Service Call

False Unintentional

Structure Fire

Cancelled En-route

Brush Fire

CO Alarm

False Unintentional

MVA

False Unintentional

False Malfuction

False Unintentional

31

0.0



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 Ave Ardsley NY 10502



WESTCHESTER COUNTY

Monthly Report May - 2021

For monthly statistics, please see attached

Respectfully submitted,
Uni Onthony Precelus

Anthony D. Piccolino
Chief of police



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

POLICE DEPARTMENT

VILLAGE OF ARDSLEY

INCORPORATED 1896



WESTCHESTER COUNTY

MUNICIPAL BUILDING 507 ASHFORD AVENUE ARDSLEY, NEW YORK 10502

MAY EVENTS 2021

Training

Total training for the month of May ------288 hrs. Which consisted of SWAT, Instructor development, Bike school and Accreditation.

COMMUNITY POLICING

Child Passenger Seat Safety Unit - Had 2 child seat installations by appointment. You can contact APD to set up appointments to have your child seat installed or inspected.

Performed child seat safety check event - installed 22 child seats and issued 6

Assisted and Instructed a child passenger safety seat technician class – certified a total 15 police officers, nurses and ems personnel 38hour course certification

Participated via zoom Concord Road Elementary safety meeting

Participated via zoom Ardsley Youth Council meeting

Participated via zoom Ardsley SAYF Coalition meeting

Participated via zoom Westchester County Coalition meeting

Participated in person Greenburgh Youth Court training sessions 8 hours total for the month of May

Community information

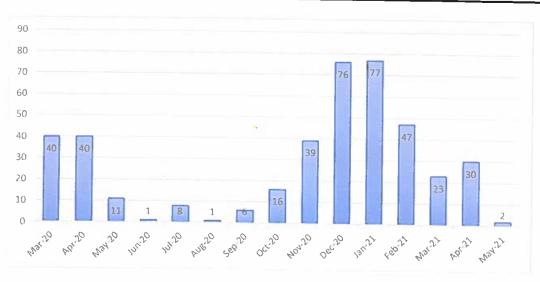
The department will be hosting "Cones with a cop" at Carvel on June 12th from 1pm-3pm come by and get a free cone while speaking to local police officers.

Juneteenth event will be underway at Pascone Park on June 19th 1pm - 4pm with music following the event.

Pride event at Pascone Park on June 26th from 1pm - 4pm. Please come by and show your support.

Coronavirus 2019





. Prevention

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

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

For information about handwashing, see CDC's Handwashing website

For information specific to healthcare, see CDC's Hand Hygiene in Healthcare Settings

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

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



Effective May 19, New York has adopted the Centers for Disease Control and Prevention's (CDC) "Interim Public Health! Recommendations for Fully Vaccinated People," issued May 13, for most businesses and public settings.

Businesses are authorized to require masks and six feet of social distancing for employees and/or patrons within their establishments OR adhere to CDC guidance, which advises that fully vaccinated individuals do not need to wear masks or be socially distanced, but unvaccinated individuals must continue to wear masks and be socially distanced in most settings.*

- The Department of Health strongly recommends masks and six feet of social distancing in indoor settings where vaccination status
 of individuals is unknown. Any mask requirements that businesses choose to implement must adhere to all applicable federal and
 state laws and regulations (e.g., Americans with Disabilities Act)
- *This provision applies across most commercial settings, including but not limited to retail, food services, offices, gyms and fitness centers, amusement and family entertainment, hair salons, barber shops and other personal care services, among other settings. However, Pre-K to 12 schools, public transit, homeless shelters, correctional facilities, nursing homes, and healthcare settings are exempt and must continue to follow the State's existing COVID-19 health guidelines until more New Yorkers are fully vaccinated.

For businesses that do not congregate patrons and/or that operate <u>below</u> the State's social gathering limit of 250 indoors or 500 outdoors (e.g., retail, food services, offices)

If businesses are implementing the CDC guidance, they may require proof of full vaccination status through paper form, digital application, or the State's Excelsior Pass. Alternatively, such businesses may rely upon self-reporting of vaccination status (e.g., honor system).

- If the business is following the CDC guidance, fully vaccinated individuals do not need to wear masks or be socially distanced, but unvaccinated individuals must continue to wear masks and be socially distanced.
 - The business may decide to apply this guidance to the entire establishment or a separate, designated part of the establishment.
- If the business is not following the CDC guidance, all individuals must wear masks and maintain six feet of social distancing.
 - Business capacity is only limited by the space available for patrons or parties of patrons to maintain the required social distance.

For businesses that congregate patrons and operate <u>above</u> the State's social gathering limit (e.g., event venues, sports competitions, performing arts and entertainment, catering halls, conventions)

Business capacity is only limited by the space available for patrons or parties of patrons to maintain the following required distance:

Unvaccinated individuals** and individuals who have an unknown vaccination status must be spaced six feet apart in assigned sections. Masks are required indoors, except while seated and eating or drinking. Masks are optional outdoors while seated and socially distanced.

**For indoor events above the gathering limit, attendees over the
age of four who are not presenting proof of full vaccination status
must instead present proof of recent negative COVID-19 test
result (i.e., PCR/NAAT within 72 hours or antigen within 6 hour prior
to admission). Outdoor events do not require proof of recent
negative COVID-19 test result.

Fully vaccinated individuals do not need to be socially distanced in assigned sections. Masks are optional.

 Businesses seeking to implement fully vaccinated sections, eliminating social distancing and increasing capacity, must require proof of vaccination status and <u>cannot</u> rely upon self-reporting of vaccination status (e.g., honor system). Businesses can operate up to 100% capacity so long as all attendees are fully vaccinated, consistent with all applicable federal and state laws and regulations.

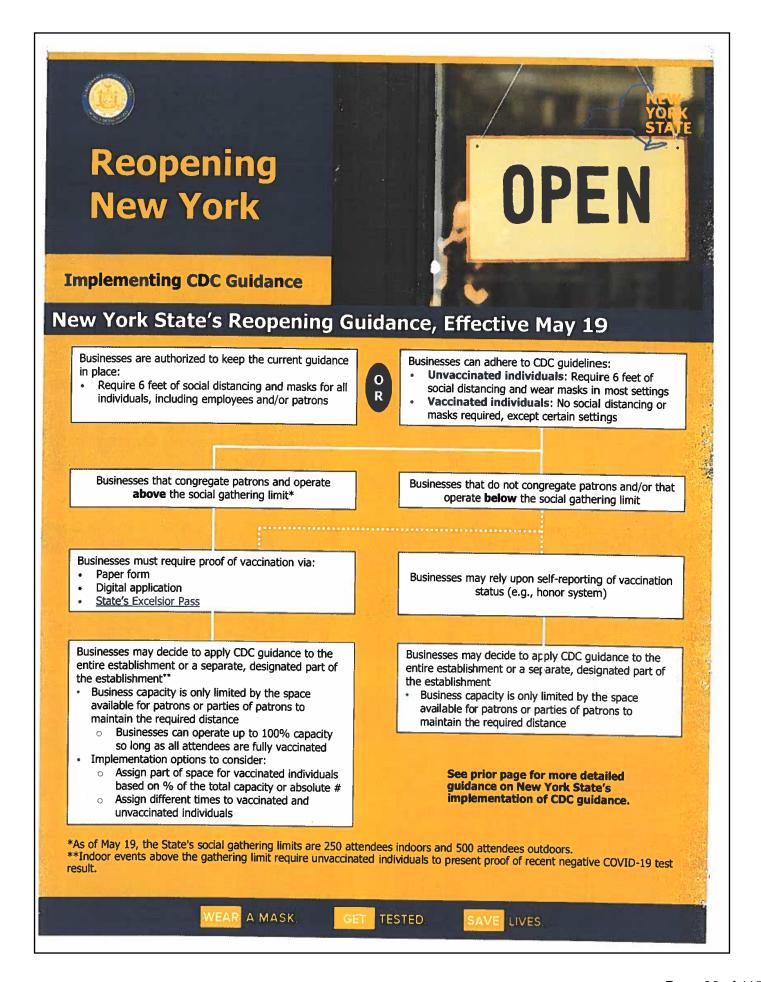
Children under the age of 12 who are not yet vaccine eligible, and under the age of 16 who have not yet been vaccinated, may accompany and be seated with a vaccinated adult in a fully vaccinated section.

VEAR A MASK

GET

TESTED

AVE LIVES.



RESOLUTION TO ADOPT THE LOCAL LAW# 5-2021 OF THE ARDSLEY CODE CANNABIS LAW SECTION 131 OPTING OUT OF LICENSING & ESTABLISHING RETAIL CANNABIS DISPENSARIES AND/OR ON-SITE CANNABIS CONSUMPTION ESTABLISHMENTS WITHIN THE VILLAGE OF ARDSLEY

RESOLVED, that the Village Board of the Village of Ardsley hereby adopts Local Law #5-2021 of the Ardsley Code Cannabis Law Section 131 Opting out of licensing & establishing retail cannabis dispensaries and/or on-site cannabis consumption establishments with the Village of Ardsley; and

BE IT FURTHER RESOLVED, that this is effective immediately upon filing with the New York Secretary of State.

LOCAL LAW NO. 5 OF THE YEAR 2021

A local law adopted pursuant to Cannabis Law Section 131 opting out of licensing and establishing retail cannabis dispensaries and/or on-site cannabis consumption establishments within the Village of Ardsley

Section 1. Legislative Intent

It is the intent of this local law to opt the Village of Ardsley out of hosting retail cannabis dispensaries and/or on-site cannabis establishments within its boundaries.

Section 2. Authority

This local law is adopted pursuant to Cannabis Law Section 131, which expressly authorizes cities and village to opt-out of allowing retail cannabis dispensaries and/or on-site cannabis consumption establishments to locate and operate within its boundaries.

Village of Ardsley Board of Trustees Agenda-June 21, 2021

Section 3. Local Cannabis Retail Dispensary and/or On-Site Consumption Opt-Out.

The Board of Trustees of the Village of Ardsley, County of Westchester, hereby opts-out of licensing and establishing cannabis retail dispensaries and/or cannabis on-site consumption establishments within its boundaries.

Section 4. Severability

If a court determines that any clause, sentence, paragraph, subdivision or part of this local law or the application thereof to any person, firm or corporation, of circumstance is invalid or unconstitutional, the court's order or judgment shall not affect, impair or invalidate the remainder of this local law, but shall be confined in its operation to the clause, sentence, paragraph, subdivision or part of this local law or in its application to the person, individual, firm or corporation or circumstance, directly involved in the controversy in which such judgment or order shall be rendered.

Section 5. Effective date

This local law shall take effect immediately upon filing with the Secretary of State. Pursuant to Cannabis Law Section 131, this local law is subject to a permissive referendum and thus may not be filed with the Secretary of State until the applicable time period has elapsed to file a petition, or a referendum has been conducted approving this local law.

RESOLUTION TO AUTHORIZE THE VILLAGE MANAGER TO SIGN AN AGREEMENT WITH WESTCHESTER COUNTY DEPARTMENT OF CORRECTIONS FOR PRISONER TRANSPORTATION

RESOLVED, that the Village Board of the Village of Ardsley hereby authorizes the Village Manager to execute an agreement with the Westchester County Department of Corrections, 148 Martine Avenue, White Plains, New York 10601 for prisoner transportation for the term commencing January 1, 2021 and terminating December 31, 2022.

Village of Ardsley Board of Trustees Agenda- June 21, 2021

PRISONER TRANSPORTATION--ZONE RATE

THIS AGREEMENT, made this _____ day of _____, 2021

by and between	een:
	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	
	The Village of Ardsley a municipality of the State of New York having its office and place of business at 507 Ashford Avenue, Ardsley, New York 10502 (hereinafter referred to as the "Municipality")
prisoners are	WHEREAS, pursuant to Sections 500-c and 500-d of the Corrections law required to be transported from local municipalities to the Westchester County
Jail in Valhal	la, New York; and

NOW, THEREFORE, in consideration of the terms and conditions herein contained, the County and the Municipality agree as follows:

such prisoner transportation.

WHEREAS, the County and the Municipality agree to cooperate in providing

1. **PRISONER TRANSPORTATION**: Except for prisoners arrested by the Westchester County Department of Public Safety, the Municipality shall provide round trip prisoner transportation using its own police department personnel and vehicles between the Municipality and the Westchester County Department of Correction for all prisoners remanded to the Westchester County Jail by court order or required to appear before the local

Page 90 of 115

court within the Municipality. The County will reimburse the Municipality for the actual number of round trips. All municipalities, where possible, shall hold prisoners for one daily trip to the Department of Correction.

2. **REIMBURSEMENT**: The Municipality shall be reimbursed by the County for prisoner transportation services at the rate plus mileage per round trip indicated in the Zone Rate Plan attached hereto as Appendix "A" and made a part hereof. The rate will be paid as follows:

For transportation to County Jail subsequent to arrest - 1 round trip plus mileage;

For Transportation from County Jail to local court; no return - 1 round trip plus mileage;

For Transportation from County Jail to local court; remand to County Jail, where the time expended does not exceed three (3) hours - 2 round trips plus mileage;

Only in the following circumstances will an hourly rate and mileage fee be paid, as an alternative to the zone rate set forth above:

- a. Transportation of female prisoners (1 officer and 1 matron). A minimum of four (4) hours will be reimbursed for a matron; or
- b. Transportation of seven (7) or more prisoners (requiring an additional officer); or
- c. Transportation of prisoners charged with Class A felonies <u>OR</u> classified by Department of Correction as an "A" or "AA" prisoner considered to present danger <u>may</u> warrant (requiring an additional officer); or
- d. Transportation from County Jail to local court and remand to County Jail where time expended exceeds three (3) hours.

In the event that any one of conditions "a" through "d" above are met, then the actual per hour personnel costs incurred by the Municipality will be paid at the hourly wage

and fringe benefit cost as determined in the applicable collective bargaining agreement between the Municipality and the Municipal Police Association for police officers and/or matrons plus a mileage.

Reimbursement for mileage shall be at the rate of fifty-six cents (\$.56) per mile, or at the then current Internal Revenue Service mileage rate, multiplied by the mileage indicated in Appendix "A".

- 3. <u>MEALS</u>: The County shall reimburse the Municipality for meals provided to post-arraignment prisoners for the actual and reasonable costs incurred and receipts submitted as part of the municipality's monthly voucher submitted to the Department of Correction.
- 4. <u>TERM</u>: This Agreement shall commence on January 1, 2021 and shall terminate on December 31, 2022. The County may, upon thirty (30) days written notice to the Municipality, terminate this Agreement in whole or in part when it deems it to be in its best interest. In such event, the Municipality shall be compensated and the County shall be liable only for payment for services rendered prior to the effective date of termination.
- 5. PAYMENT: Requests for reimbursement shall be submitted by the Municipality on a monthly basis on properly executed County claim forms and paid after approval by the Commissioner of Correction. The number of round trips made, prisoners transported and dates should be listed on the claim forms submitted to the Department of Correction. Reimbursement request shall be subject to audit by the County, and the Municipality shall keep and make available to the County such detailed books and records as are reasonably necessary to substantiate the basis for reimbursement. The Municipality shall not be entitled to reimbursement for any prisoner transportation expense not specifically provided for herein.

The total aggregate cost to the County under this Agreement and the agreements with the other municipalities for zone rate prisoner transportation pursuant to the Act No of the Westchester County Board of Legislators approved on , 2021, shall not

exceed \$1,391,126. This Agreement shall be deemed executory only to the extent of the monies appropriated and available for the purpose of this Agreement and no liability on account hereof shall be incurred by the County beyond the amount of such monies.

- 6. <u>INSURANCE AND INDEMNIFICATION</u>: All personnel and vehicles engaged in prisoner transportation duties shall at all times remain and be deemed the employees and property of the Municipality. In addition to, and not in limitation of the insurance provisions contained in Schedule "B" of this Agreement, the Municipality agrees to indemnify, defend and hold the County, its officers, employees and agents harmless 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 directly or indirectly out of the transportation of prisoners for which reimbursement is sought hereunder for losses arising out of the negligent acts or omissions of the Municipality, its agents or employees.
- 7. **ENTIRE AGREEMENT**: This Agreement constitutes the entire and integrated agreement between and among the parties hereto and supersedes any and all prior negotiations, agreements and conditions, whether written or oral. Any modification or amendment to this Agreement shall be void unless it is in writing and subscribed by the party to be charged.
- 8. <u>APPLICABLE LAW</u>: This Agreement shall be construed and enforced in accordance with the laws of the State of New York.
- 9. <u>APPROVALS</u>: This Agreement is subject to the approval of the Westchester County Board of Legislators, the Westchester County Board of Acquisition and Contract and the governing legislative body of the Municipality.

this Agreement on the	day of	, 2021.	
THE COUNTY OF WES	TCHESTER		
By: Joseph K. Spano Commissioner of C		By: (Name) (Title)	
Approved by the Westchest day of , 2021.	er County Board o	f Legislators by Act No. 2021 -	on the
		of the	
Approved by the day of		2021.	

MUNICIPALITY'S ACKNOWLEDGEMENT

STATE OF NEW YORK)		
) ss.:		
COUNTY OF WESTCHEST	ER)		
On this day of _		, 2021, before me po	ersonally came
		_, to me known, and k	nown to me to be the
	of		,
the municipal corporation des	cribed in and which	executed the within ins	strument, who being by me
duly sworn did depose and sa	y that he, the said _		resides a
and that he is		of said mun	icipal corporation.
		Notary Public	County

CERTIFICATE OF AUTHORITY (Municipality)

I,	
I,(Officer other than officer signing contract	ct)
certify that I am the	of the
(Title)	
(Name of Municip	ality)
(the" Municipality") a corporation duly organized in	good standing under the
(Law under which organized, e.g., the New York Law, Town Law, General Municipal Law)	Village
named in the foregoing agreement that(Pers.	on executing agreement)
(1 515)	on executing agreement)
who signed said agreement on behalf of the Municipa	ality 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
(Town Board, Village Board, City Cou	noil)
(10wii Board, Village Board, City Cou	nen)
thereunto duly authorized, and that such authority is i	n full force and effect at the date hereof.
	(Signature)
STATE OF NEW YORK)	
ss.: COUNTY OF WESTCHESTER)	
COUNTY OF WESTCHESTER)	
On this, 2021, 8	pefore me nersonally came
whose signature appear	irs above, to me known, and know to be th
(title)	,
the municipal corporation described in and which exe	
me duly sworn did depose and say that he, the said resides at	, and that he
the of said	, and that he
(title)	mumerpar corporation.
(ma)	
	Notary Public County

APPENDIX A

ZONE PLAN REIMBURSEMENT RATES WITH DISTANCE TRAVELED TO AND FROM

WESTCHESTER COUNTY DEPARTMENT OF CORRECTION

(Effective Term: January 1, 2021 through December 31, 2022)

POLICE AGENCY

ROUND TRIP DISTANCE

		210 0110 111	
ZONE #1 (1 - 10 Miles)	ROUND TRIP REIMBURSEMENT	ZONE #3 (21 - 30 Miles)	ROUND TRIP REIMBURSEMENT
1/1/21 - 12/31/22	\$219.38	1/1/21 - 12/31/22	\$241.31
Elmsford, Village	6 miles	Port Chester, Village	28 miles
Pleasantville, Village	8 miles	Mamaroneck, Village	30 miles
Sleepy Hollow, Village	8 miles	Pelham Village	30 miles
Tarrytown, Village	10 miles	Rye Brook, Village	23 miles
		Tuckahoe, Village	25 miles
		Rye, City	25 miles
		Eastchester, Town	25 miles

ZONE #2	ROUND TRIP
(11 - 20 Miles)	REIMBURSEMENT
1/1/21 - 12/31/22	\$230.37
Ardsley, Village	18 miles
Briarcliff Manor, Village	14 miles
Dobbs Ferry, Village	17 miles
Hastings-on-Hudson, Village	20 miles
Irvington, Village	12 miles
New Castle, Town	16 miles
North Castle	16 miles
Ossining, Village	20 miles
Scarsdale, Village	19 miles

ZONE #4	ROUND TRIP
(31 - 40 Miles)	REIMBURSEMENT
1/1/21 - 12/31/22	\$252.32
Pelham Manor	35 miles
	JJIMI

The above Zone Rates will be reimbursed plus mileage to be reimbursed at \$.56 (or the then current IRS mileage rate) times distance.

SCHEDULE "B"

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.

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.

RESOLUTION TO DECLARE 1997 MACK PACKER AS SURPLUS AND APPROVE SALE TO THE VILLAGE OF DOBBS FERRY

WHEREAS, the Village Manager of the Village of Ardsley recommends that the Village Board of the Village of Ardsley declare a 1997 Mack Packer as surplus property and further recommends it sale to the Village of Dobbs Ferry; and

WHEREAS, the General Foreman had the vehicle appraised and suggests a fair market value of the vehicle "as is" of \$8,000.00; and

NOW THEREFORE BE IT RESOLVED, the Village Board of the Village of Ardsley concurs with the Village Manager's recommendation and hereby declares the 1997 Mack Packer as surplus property and authorizes the Village Manager to sell said vehicle "as is" to the Village of Dobbs Ferry for \$8,000.00 and execute all related documents for said sale.

Village of Ardsley Board of Trustees Agenda- June 21, 2021

RESOLUTION REGARDING SIGNS ON PUBLIC PROPERTY

WHEREAS, the Village of Ardsley receives numerous requests for permission to put signs on public property; and

WHEREAS, it is an operational issue to address the requests and get compliance with prompt removal of signs after event(s); and

WHEREAS, in order to eliminate this operational burden the Village Manager has recommended that no signs be displayed on any Village property, including Rights-of Way, other than those signs which may be placed by the Village itself;

NOW, THEREFORE, BE IT RESOLVED, that the Village Board of the Village of Ardsley hereby mandates that no signs other than those placed by the Village itself, be placed on any public property including Rights-of Way effective immediately.

Village of Ardsley Board of Trustees Agenda- June 21, 2021

RESOLUTION AUTHORIZING THE VILLAGE MANAGER TO EXECUTE AN AGREEMENT BETWEEN THE VILLAGE OF ARDSLEY AND PACE UNIVERSITY FOR COMPREHENSIVE PLAN IMPLEMENTATION ASSISTANCE

RESOLVED, that the Village Board of the Village of Ardsley hereby authorizes the Village Manager to execute an agreement with PACE University at One Pace Plaza, New York, NY 10038 for consulting services for Comprehensive Plan implementation Assistance from July 1, 2021 through January 30, 2022.

Village of Ardsley Board of Trustees Agenda –June 21, 2021

FEE FOR SERVICES AGREEMENT

AGREEMENT made this ____ day of ______, 20___, by and between PACE UNIVERSITY, One Pace Plaza, New York, New York 10038 (hereinafter referred to as "Pace"), and the Village of Ardsley, with offices at 507 Ashford Ave., Ardsley, N.Y. 10502 (hereinafter referred to as "Village").

- 1. <u>Term</u>. This Agreement shall commence on July 1, 2021 and terminate on January 30, 2022 (the "Term").
- 2. <u>Duties</u>. (a) The Village hereby retains Pace to perform the following services (the "Work"), which Work shall not include lobbying or campaign-intervention activities or services within the meaning of state or federal law:
- (a) Scope of Work stated in Appendix A
- (b) Pace shall meet or exceed the customary standards of care and professionalism expected in its industry or area of expertise in performing all Work. Pace shall comply with all federal, state, and local laws regarding business permits, certificates, and licenses and Pace shall obtain and maintain such permits, certificates, and licenses that may be required to perform the Work. The Village agrees that Pace's sole and exclusive obligation with respect to the Work covered by this limited warranty shall be, in Pace's sole discretion, to correct proven nonconformity(ies) or to refund the fees paid to Pace for the nonconforming Work.
- (c) Notwithstanding anything to the contrary contained in this Agreement, the Work shall not include lobbying or campaign-intervention activities or services within the meaning of state or federal law; shall not include evaluation of the Village or other personnel; and shall not include the provision of legal advice to the Village or to third parties.
- 3. <u>Fees and Expenses</u>. In exchange for its performance of the Work, Pace shall be paid up to, but not exceed, \$42,000 upon Pace's submission of an invoice. Pace shall also be reimbursed for such expenses as it incurs in connection with its provision of the Work.
- 4. <u>Termination</u>. Either party may terminate this Agreement with thirty (30) days prior written notice to the other party. The Village hereby acknowledges and agrees that, notwithstanding anything to the contrary contained in this Agreement, in the event of such termination, Pace shall be paid in full for all Work performed through the effective date of termination.
- 5. No Employment Relationship Created. It is understood and agreed between the parties that Pace's relationship to the Village hereunder is solely and exclusively that of an independent contractor. Pace shall be permitted to engage in any business and perform services for its own accounts. Except as specifically permitted in this Agreement, neither party shall use the name or trademarks of the other party or incur any obligation or expense for or on behalf of the other party without the other party's prior written consent in each instance.

- 6. <u>Binding Effect</u>. This Agreement is binding upon the parties hereto and upon their respective successors and assigns.
- 7. Force Majeure. Notwithstanding anything to the contrary contained in this Agreement, Pace shall not be liable, nor shall any credit or other remedy be extended, for Pace's failure, in whole or in part, to fulfill its obligations under this Agreement where such failure arises from or in connection with causes beyond Pace's control, including, but not limited to, acts of God, flood, extreme weather, fire or other natural calamity, terrorist attack, any law, order, or regulation or action of any governmental entity or civil or military authority, power or utility failure, cable cuts, unavailability of rights-of-way, national emergencies, riots, wars, strikes, lock-outs, work stoppages, or other labor difficulties (each a "Force Majeure Event"). If a Force Majeure Event occurs during the term hereof, Pace shall be excused from performance hereunder.
- 8. Governing Law and Jurisdiction. Except as may be preempted by federal law, this Agreement shall be governed by the laws of the State of New York, without regard to its choice of law principles. Litigation of all disputes between the parties arising from or in connection with this Agreement shall be conducted in a court of appropriate jurisdiction in the State of New York, County of New York.
- 9. **Notices**. All notices to Pace in connection with this Agreement shall be sent to:

Tiffany Zezula Deputy Director 78 North Broadway White Plains, NY 10603

with simultaneous copies to:

Pace University One Pace Plaza New York, NY 10038

Attn: Vice President for Finance

and

Pace University One Pace Plaza New York, NY 10038 Attn: University Counsel

All notices to the Village in connection with this Agreement shall be sent to:

Meredith S. Robson Village Manager 507 Ashford Ave. Ardsley, N.Y. 10502

- 10. **Entire Agreement**. This Agreement, together with any exhibits or addenda annexed hereto, is the sole, complete, and exclusive expression of the parties' intent with respect to the subject matter hereof. This Agreement may be amended or modified only by a writing countersigned by authorized representatives of each party.
- 11. **No Waiver**. Failure of either party to enforce any of its rights hereunder shall not constitute a waiver of such right(s) or of any other rights and shall not be construed as a waiver or relinquishment of any such provisions, rights, or remedies; rather, the same shall remain in full force and effect.

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

PACE UNIVERSITY	VILLAGE OF ARDSLEY
By:	By:
Joseph A. Capparelli	Meredith S. Robson
Vice President for Finance	Village Manager
and Controller	

LAND USE LAW CENTER PACE UNIVERSITY SCHOOL OF LAW WHITE PLAINS PREW YORK

TIFFANY ZEZULA
T: 914.422.4034
F: 914.422.4011
E: TZEZULA@LAW.PACE.EDU

LAND USE LAW CENTER
PACE UNIVERSITY SCHOOL OF LAW
78 NORTH BROADWAY
WHITE PLAINS, NY 10603

The Land Use Law Center, in partnership with KDLLC, propose the following key actions for the Downtown Ardsley Revitalization and Implementation Strategy. These actions will assist the Village in implementing key programmatic, regulatory, and physical changes suggested in the Village's recent Comprehensive Plan.

- Define a concrete action plan for improving five key elements of Ardsley's downtown as part of an *integrated revitalization strategy* that is legally sound, fundable, and community-supported.
- 2. Immediately implement the actions that are purely programmatic and do <u>not</u> need any community feedback, funding, environmental review, legal changes, or engagement of design & engineering professionals.
- 3. Establish community consensus on the regulatory and physical actions that <u>do</u> require community feedback, funding, environmental review, legal changes, and engagement of design and engineering professionals.
- 4. Draft the specific regulatory changes, funding applications, solicitations, and environmental reviews required for implementing the revitalization strategy.

The below outlines the scope of service, timeline, and cost that are associated with each action:

- Review the Ardsley Comprehensive Plan's Implementation Actions and assign
 each of them to one of the five implementation elements; determine which one
 are programmatic, regulatory, or physical; and identify the potential range of
 concrete steps for each actions. (July September)
- Prepare an Integrated Action Plan for each of the five elements that specifies
 the following kinds of concrete steps for each action. Some actions will be
 programmatic and require only 1 or 2 steps for implementation. Other actions,
 mainly physical or regulatory in nature, will require execution of all these steps.

The team will work with the Village to decide priority implementation actions. (September – December)

- Notify other relevant agencies of any major research and analysis undertakings
- ➤ Request changes, involvement, or feedback from agencies, non-profit organizations, property owners on most complex actions
- Facilitate inter-departmental or inter-agency meeting
- Undertake best practice research on most complex actions
- Prepare conceptual illustrative alternatives for physical changes in built form, transportation infrastructure, park space, or circulation patterns
- Determine order of magnitude costs for physical actions
- ➤ Identify funding programs, amounts, & deadlines
- Identify potential regulatory changes
- Establish community buy-in on conceptual alternatives through online charette
- Draft potential regulatory amendments
- Prepare initial environmental impact review of actions
- Undertake formal SEQRA process for actions
- > Draft RFP for engineers, lawyers, architects, landscape architects
- Complete a variety of the implementation steps for programmatic actions.
 Establish the procedure for undertaking the implementation steps for regulatory and physical changes.

RESOLUTION TO HIRE CONSULTANT FOR PROFESSIONAL SERVICES FOR VILLAGE MANAGER SEARCH

WHEREAS, the current Village Manager has resigned the position effective August 1, 2021; and

WHEREAS, the Village Board of Trustees has determined that the services of a search consultant are required to fill the position;

NOW, THEREFORE, BE IT RESOLVED that the Village Board of the Village of Ardsley hereby authorizes the Mayor to execute a contract with Donald P. Marra, Consultant with offices located at 30 Maplewood Avenue, Dobbs Ferry, New York 10522 for a professional services agreement to assist in the search for a new Village Manager for the Village of Ardsley.

BE IT FURTHER RESOLVED that the fee for such services is \$20,000.

Village of Ardsley Board of Trustees Agenda- June 21, 2021

DONALD P. MARRA MUNICIPAL CONSULTANT 30 MAPLEWOOD AVENUE DOBBS FERRY, NEW YORK 10522

VILLAGE OF ARDSLEY PROFESSIONAL SERVICES AGREEMENT

PARTIES TO AGREEMENT

This professional Services Agreement is made between the Village of Ardsley (herein referred to as the Client) and Donald P. Marra (herein referred to as DPM), with his office located at 30 Maplewood Avenue, Dobbs Ferry, New York 10522.

SCOPE OF SERVICES - VILLAGE MANAGER SEARCH

Donald P. Marra (DPM) will provide professional assistance in the search for a Village Manager for the Village of Ardsley. The specific professional services to be provided by DPM will include the following:

- 1. Meet with Mayor and Village Board to discuss desired process specifically designed for the Village of Ardsley.
- 2. Prepare a Search Timeframe based on input from the meeting with the Mayor and Village Board.
- 3. Distribute a Profile Survey to the Mayor and Village Board, and key staff members.
- 4. Analyze Profile Survey results and create an Ardsley Village Manager Profile. This is a key document going forward in the search process.
- 5. Advertise the position on local and state professional organization web sites, the NYCOM web site, and the National Forum for Black Public Administrators web site. Consultant advertises position locally to members of the Metropolitan Administrators Association via email.
- 6. Contact selected managers/administrators (based on profile) to gauge possible interest in the position.

- Collect Letters of Interest and Resumes and schedule a meeting for review by the Village Board. The Village Board reduces the applicant pool to approximately six candidates.
- 8. Schedule a meeting with the Village Board to interview the initial finalists. Assist the Village Board with reducing the applicant pool to approximately three finalists.
- 9. Reference checks on the three finalists are completed.
- 10. Prepare potential interview questions for the Mayor and Village Board.
- 11. Prepare the final interview schedule with the Mayor and Village Board.
- 12. Schedule a meeting with the Mayor and Village Board to interview the finalists. The Village Board selects the new manager.
- 13. Recommend a firm to conduct a thorough background check of selected candidate.
- 14. Contact the selected candidate and assist in the negotiation of Terms and Conditions of Employment for the new manager.
- 15. Assist in the preparation of a press release announcing the appointment of the new manager.

SCHEDULE

DPM shall complete the Scope of Services in accordance with the Search Time Frame attached hereto as Exhibit A.

NON-DISCRIMINATION

In undertaking the services hereunder, DPM shall not discriminate on the basis of race, gender, gender identity, gender expression, religion, creed, age, color, national origin, disability, veteran's status, sexual orientation, and other non-merit factors.

TERMINATION

This Agreement may be terminated by the Village for any or no reason upon ten (10) days prior written notice. In the event of such termination, the Village will compensate DPM for work performed through the termination date at proportional rate based upon the Search Time Frame in Exhibit A.

INDEPENDENT CONTRACTOR

In providing these services to the Village, DPM will not be acting in the capacity as agent or partner. DPM is acting solely as an independent contractor.

CONFIDENTIALITY

Except when disclosure is mandatory by law, DPM shall not disclose to any third party any information received or observed in connection with work performed under this Agreement one would reasonably deem confidential or otherwise specified as confidential except where such information is or later becomes part of the public domain through no fault of DPM.

FEE FOR SERVICES

The fee for professional services for assistance in selecting an Ardsley Village Manager is \$20,000.

TERMS OF PAYMENT

Twenty-five (25%) billable upon execution of this agreement and seventy-five (75%) upon completion of the services as described in this agreement.

SIGNATURES OF PARTIES

IN WITNESS WHEREOF, the parties have executed this Professional Services Agreement through their respective representatives:

Village of Ardsley	Donald P. Marra, Consultant
Signature	Signature
Date:	Date:
Ву:	By:
Title:	Title:

EXHIBIT A

SEARCH TIME FRAME

Week 1

Consultant meets with the Mayor and Board of Trustees to discuss search process and "Draft" Time Frame.

- Discuss Search Process
 - o Profile Survey
 - Mayor and Board of Trustees determine survey recipients
 - o Profile Survey Results Analyzed
 - o Development of Village Manager Profile
 - o Applicants' Roster
 - o Applicants' Resumes and Letters of Interest
 - Reducing Applicant Field
 - o Preliminary Interviews
 - o Final Interviews
 - o Reference Checks
 - o Selection of new Village Manager
 - o Background Check
 - o Appointment
- Discuss "Draft" Search Time Frame
- Discuss survey recipients

Week 2

Position is advertised on local and state professional organization web sites, including NYCOM and the National Forum for Black Public Administrators. Consultant advertises position via email to all members of the Municipal Administrators Association of Metropolitan New York.

Consultant reaches out to qualified candidates in municipalities of similar scale and composition to the Village of Ardsley who may not have responded to the posted position, but who have exhibited leadership qualities and extraordinary competence in their current position.

Profile Survey distributed to Mayor and Village Board. Due date for completed survey is

Week 3

Consultant interviews department heads and others designated by the Mayor and Village Board. Desired qualifications of the new manager are discussed. Profile Survey is reviewed and completed by each individual.

Week 4

Consultant analyzes Profile Survey results and creates an Ardsley Village Manager Profile.

Week 6

Material, including letters of interest, resumes, etc., is distributed to Mayor and Board of Trustees.

Weeks 8-9

Consultant meets with Mayor and Board of Trustees. Material is reviewed. Applicant pool reduced to a maximum of six candidates. Board discusses date for initial interviews with six candidates.

Meeting is scheduled with the Mayor and Board of Trustees to interview the six finalists. The applicant pool is reduced to three finalists.

Week 10

Reference checks on the three finalists are conducted.

Consultant prepares potential interview questions for the Mayor and Board of Trustees.

Consultant assigns a written exercise for the three finalists.

Week 11

Mayor and Board of Trustees interview the three finalists.

Week 12

New village manager is selected.

Background Search is completed.

Employment Agreement is negotiated.

Eight Weeks Following the Selection

This is the first day of work for the new village manager. Could be earlier depending on existing agreement between the new manager and his/her current employer.

RESOLUTION ACCEPTING THE 2019-2020 CEAC ANNUAL REPORT AND THE 2020-2021 CEAC ANNUAL PROGRESS REPORT

RESOLVED, that the Village Board of the Village of Ardsley hereby accepts under submission the 2019-2020 CEAC annual report and the 2020-2021 CEAC annual progress report.

Village of Ardsley Board of Trustees Agenda- June 21, 2021