VILLAGE OF DOBBS FERRY BOARD OF TRUSTEES AGENDA

MEETING DATE: APRIL 27, 2021
AGENDA ITEM SECTION: MINUTES
AGENDA ITEM NO. : 1
AGENDA ITEM: APRIL 13, 2021
ITEM BACKUP DOCUMENTATION: 1. DRAFT MEETING MINUTES OF APRIL 13, 2021

Regular meeting of the Board of Trustees of the Village of Dobbs Ferry held on April 13, 2021, remotely via Zoom: https://zoom.us/j/205957953?pwd=aU5YNHJVYkxub3lWN0RzQUZoVzROUT09, Telephone: 1-929- 205-6099, Webinar ID: 205 957 953, Password: 309361) at 6:30 p.m. Present: Mayor Vincent Rossillo, presiding, Trustees Donna Cassell, Maura Daroczy (arriving at 6:34 p.m.), Christy Knell (arrived at 6:33 p.m.), Michael Patino, Nicole Sullivan (arrived at 6:33 p.m.), and Larry Taylor, Interim Village Administrator Richard Leins, Village Clerk Elizabeth Dreaper, Village Treasurer Jeff Chuhta, and Ms. Lori Lee Dickson/Attorney for the Village. Also present: Ms. Alissa Fasman/Secretary to the Village Administrator and Police Chief Manuel Guevara. Absent/excused: None.

Motion by Trustee Patino, seconded by Trustee Taylor to open the meeting.

MAYOR ROSSILLO	☒ AYE	☐ NAY	☐ ABSTAIN	☐ RECUSE	☐ ABSENT/EXCUSED
DEPUTY MAYOR CASSELL	☒ AYE	☐ NAY	☐ ABSTAIN	☐ RECUSE	☐ ABSENT/EXCUSED
TRUSTEE DAROCZY	☐ AYE	☐ NAY	☐ ABSTAIN	☐ RECUSE	☒ ABSENT/EXCUSED
TRUSTEE KNELL	☐ AYE	☐ NAY	☐ ABSTAIN	☐ RECUSE	☒ ABSENT/EXCUSED
TRUSTEE PATINO	☒ AYE	☐ NAY	☐ ABSTAIN	☐ RECUSE	☐ ABSENT/EXCUSED
TRUSTEE SULLIVAN	☐ AYE	☐ NAY	☐ ABSTAIN	☐ RECUSE	☒ ABSENT/EXCUSED
TRUSTEE TAYLOR	☒ AYE	☐ NAY	☐ ABSTAIN	☐ RECUSE	☐ ABSENT/EXCUSED
VOTE TOTALS	**AYE: 4**	**NAY: 0**	**ABSTAIN: 0**	**RECUSE: 0**	**ABSENT/EXCUSED: 3**
RESULT:	**MOTION PASSES**				

Trustees Knell and Sullivan arrived at the meeting.

Pledge of Allegiance

Mayor Rossillo led the pledge of allegiance.

Trustee Daroczy arrived at the meeting.

Mayor Rossillo said we are meeting remotely. Mayor Rossillo said you will be able to participate via Zoom, by internet or by telephone. The videos can also be viewed after each meeting on YouTube and will be posted on the Village website. Mayor Rossillo said if you have a comment, question or concern which you would like to make please e-mail the Village Clerk by 3:00 p.m. on the Monday before the meeting, be sure to include the meeting date and the agenda item that you would like to address. Send comments to the Village Clerk at: ldreaper@dobbsferry.com. For public hearings we will accept e-mailed comments in advance of the hearings, please e-mail to the Village Clerk at: ldreaper@dobbsferry.com by 3:00 p.m. on the Monday before the meeting. For Zoom participants we will also enable the option for participation to raise their hand and voice their concern or question. To log on to Zoom visit the link provided in the agenda. Once connected to the meeting you will be auto muted to prevent audio interference. When the meeting is about to start click on that link and join the meeting. To join by phone simply call the number indicated in the Zoom invitation for that particular meeting. You will be automatically muted when you are on the call. If you wish to make a

statement or comment please e-mail as outlined above. If dialing in by phone you may raise your hand by dialing 9, you may also mute or unmute yourself by dialing *6.

Mayor Rossillo said the following items will be added to this evening's agenda:
Agenda Item #16: Consider a motion to permit Pollinator Pathway Medallions.
Agenda Item #17: Discussion of an addition of land to Chauncey Park.
Agenda Item #18: Approve a clean-up at the Saw Mill River by Groundworks.

Public Hearing: Public Hearing on the Tentative 2021/2022 Village Budget

Mr. Richard Leins/Interim Village Administrator and Mr. Jeff Chuhta/Village Treasurer submitted the following letter dated March 19, 2021 to Mayor Rossillo and the Board of Trustees as part of the 2021/2022 Tentative Village Budget:

Mayor
Vincent Rossillo

Board of Trustees
Donna Cassell – Deputy Mayor
Maura Daroczy
Christy Knell
Michael Patino
Nicole Sullivan
Lawrence Taylor

Village of Dobbs Ferry

Interim Village Administrator
Richard Leins

Village Treasurer
Jeff Chuhta

Village Clerk
Elizabeth Dreaper

Village Justice
David Koenigsberg

March 19, 2021

Honorable Mayor Rossillo and the Village Board of Trustees
Village of Dobbs Ferry
112 Main Street
Dobbs Ferry, NY 10522

Fiscal Year 2021-2022 Village of Dobbs Ferry Tentative Budget

We are respectfully submitting for your consideration and review the tentative fiscal year 2021-2022 (FY 21-22) operating budget. At a Public Workshop held on March 2, 2021, Administration and Department Heads presented their departmental budget operating requests for review. We will present this budget document to the Board of Trustees and to the taxpayers at a Public Hearing on April 13, 2021. The Board of Trustees must then adopt the FY 21-22 budget by May 1, 2021.

We have all been touched personally and professionally by the COVID-19 pandemic; however, at this time it appears that there is a light at the end of the tunnel with the rollout and ramp up in production of COVID-19 vaccines. This budget continues to be conservative and we will continue to scrutinize every penny spent. The budget consists of estimates in revenues and expenditures based on past and current results, estimated trends to try to account for the possibility of lower assessment, and increased capital needs.

Although FY 20-21 has been tough due to the pandemic, Dobbs Ferry continues to see investment in both the public and private sectors. This investment will continue to help the taxpayers by increasing the Tax Assessment Roll and continue to strengthen Village finances. Construction and completion of Village capital investments such as the Gould Park Pool, Gould Park Playground, and the Embassy Center along with several continuing and proposed private sector projects in the Downtown Business District and throughout the Village will continue to bolster economic condition going forward. Encouraging this type of investment will continue to grow the Village by attracting new residents and businesses all looking to invest, live, work, and play here.

As you know, the Village has worked hard for several years to strengthen its financial stability in an effort to reduce costs to the taxpayers. The hard work has resulted in a strong General Fund unassigned fund balance of $3.2 million at the end of FY 19-20. In July 2020, Moody's Investors Service reaffirmed the Village's financial rating at Aa2 and strong results on the State's Fiscal Stress Test. We saw real results from that excellent rating. The Village was able to refund bonds at a rate of 0.27% which will save the taxpayers approximately $165,000 over the next 5 years.

112 Main Street, Dobbs Ferry, NY 10522 • (914) 231-8503 • Fax (914) 693-3470 • jchuhta@dobbsferry.com

The Tentative Budget for FY 21-22 proposes a tax levy of $14,934,862, $14,162,147 and $772,715 for the General Fund and Library respectively. This reflects a 3.63% increase over FY 20-21. The proposed levy is within New York State's "Property Tax Cap" legislation that allows municipalities to increase their levies by 2% or the percentage increase in the Consumer Price Index (CPI), whichever is lower. There is an additional state determined Growth Factor, which means that a tax levy can be more than 2%. For FY 21-22 the Growth Factor allowed the Village to raise the tax levy to $15,250,668. The Village is able to carry the difference between the proposed levy and the allowable levy, $315,806, to the next fiscal year. The Village has not surpassed the cap since the State of New York adopted the legislation several years ago. The proposed tax levy calculates to a rate of $7.09 per $1,000 of assessed value, which represents a 2.5% increase to last year's tax rate of $6.92. The total taxable assessed value of real property within the Village increased again this year to $2,107,004,704. This represents a 1.10% increase over last year's assessed value of $2,084,100,419. The taxable assessed value has seen strong increases the past several years benefitting Village taxpayers significantly.

As you are aware, a budget is an estimate of revenues and expenditures put together by department heads and the Administration with information available to us at this time. As such, we conservatively estimate where we believe both expenditures and revenues will trend for the next fiscal year. By far the largest source of revenue available to the Village is the property tax levy. That said, there are several revenue sources that the Village relies on to offset the tax levy. The largest of those other revenue sources, sales and use tax is dependent on the economy. Additionally, several other revenue sources such as hotel taxes, interest earnings, parking meter revenue, and perking permit revenue can vary greatly from year to year. In light of the lingering effects of COVID-19, we have adjusted some of these revenue estimates down in this budget. We anticipate that these revenue sources will return to pre-COVID levels, however we are not able to determine when at this time. This budget includes all of the essential services that Village residents have come to expect at the best value to Village taxpayers.

The Village tries to minimize any tax levy increase while funding rising costs which is an increasingly difficult task in an environment where employee benefits including health insurance and retirement system costs continue to rise. That said, over the past several years we have worked closely with the Teamsters and PBA unions to control personnel costs. At the time of preparing this message, the Village has not settled either union contract both of which expired on May 31, 2020. Payroll for all full-time staff remains at 2019-20 negotiated levels; however, the tentative budget does include an estimate of the potential effect of salary increases once the contracts are settled. We have offset proposed increases in employee benefits costs, increased costs of goods and services, and ever-increasing capital costs, such as maintaining our municipal buildings, streets, and fields with the increase in property taxes. This budget once again keeps the tax rate as one of the lowest in the river town villages.

Current personnel costs continue to be the largest expense in the budget as the Village provides many vital and important services for our taxpayers. The Village strives to provide the highest level of services to Village taxpayers. The Village continues to face the lingering effects and challenges of the COVID-19 pandemic, as do the residents of the village, State, and County. We have attempted to create a conservative budget while dealing with this challenge. We again would like to thank all the department heads as they worked closely with the Village Administrator, the Treasurer's Office, the Budget Committee, and Village Officials to present a very tight and challenging budget. The Village continues to face an environment that demands increased services, and we will continue to work hard to present the lowest budgets possible in an effort to seek the highest level of service for the residents of Dobbs Ferry at the most effective

cost. The commitment of both the elected Village officials and the Village staff is to ensure the health, safety, and quality of life of our residents.

EXPENDITURES

Expenditures increased over the FY 20-21 Adopted Budget. There are several reasons for the increase; however, employee costs and the estimated cost of living adjustment continues to be the largest component of the increase. The Village Administrator and Village Treasurer have carefully reviewed each line item with the department heads and staff and we are working toward keeping expenditures as low as possible without negatively impacting Village services and day-to-day operations.

Summary Comparison of Expenditures by Category, including the Library and Sewer Funds

Governmental Function of Proposed Appropriation Increases	Adopted 2020-21	Tentative 2021-22	Increase/ (Decrease)
General Government Support	$ 3,426,092	$ 3,586,646	$ 160,554
Public Safety	4,905,801	5,091,318	185,517
Health	11,450	11,450	-
Transportation	1,283,630	1,335,871	52,241
Culture and Recreation	1,411,267	1,437,967	26,700
Home and Community Services (i.e. garbage and sewers)	1,241,056	1,244,378	3,322
Employee Benefits	5,177,959	5,207,911	29,952
Debt Service - Long Term	2,238,613	2,214,688	(23,925)
Subtotal	**$ 19,695,868**	**$ 20,130,229**	**$ 434,361**
Library Fund	825,790	838,015	12,225
Sewer Fund	629,531	634,211	4,680
Total	**$ 21,151,189**	**$ 21,602,455**	**$ 451,266**

REVENUES

Property taxes account for 69.14% of all Village revenue. Income from sales taxes and other non-property taxes provide another 12.11%, with State Aid, departmental income and sewer rents combined at 14.39%. Again, we conservatively project anticipated changes in both the current economic environment and actual historical amounts received in prior years to generate our revenue estimate. The operating budget includes a transfer from the Debt Service Fund of $300,000 and Appropriated Fund Balance of $889,250.

Overall, this budget requests an increase in appropriations of $451,267 and an increase in the tax levy of $523,287. Several other revenue appropriations decreased while appropriated fund balance remained unchanged. The tax levy increase is 3.63% and once again is within the allowable increase of the State's property tax cap.

Summary of Revenues by Category, including Library and Sewer Funds

Operating Revenues - 2021/22 Tentative Budget	General	Library	Sewer	Total
Other Property Tax Items	$ 50,000	$ -	$ -	$ 50,000
Non-Property Tax Items	2,565,000	-	-	2,565,000
Department Income	884,000	1,000	627,945	1,512,945
Intergovernmental Charges	153,000	-	-	153,000
Use of Money and Property	55,000	1,500	6,266	62,766
Sale of Licenses and Permits	495,700	-	-	495,700
Fines and Forfeitures	310,000	-	-	310,000
Compensation for Losses	2,000	-	-	2,000
Miscellaneous	85,132	5,000	-	90,132
State Aid	179,000	2,800	-	181,800
Transfers In	300,000	-	-	300,000
Appropriated Fund Balance	889,250	55,000	-	944,250
Real Property Taxes	14,162,147	772,715	-	14,934,862
Total	**$ 20,130,229**	**$ 838,015**	**$ 634,211**	**$ 21,602,455**

Summary Comparison of Revenues by Category, including the Library and Sewer Funds

Governmental Function of Proposed Revenue Increases	Adopted 2020-21	Tentative 2021-22	Increase/ (Decrease)
Other Property Tax Items	$ 60,000	$ 50,000	$ (10,000)
Non-Property Tax Items	2,390,000	2,565,000	175,000
Department Income	1,178,000	884,000	(294,000)
Intergovernmental Charges	88,000	153,000	65,000
Use of Money and Property	65,000	55,000	(10,000)
Sale of Licenses and Permits	495,700	495,700	-
Fines and Forfeitures	310,000	310,000	-
Compensation for Losses	2,000	2,000	-
Miscellaneous	8,000	85,132	77,132
State Aid	239,133	179,000	(60,133)
Transfers In	300,000	300,000	-
Appropriated Fund Balance	889,250	889,250	-
Real Property Taxes	13,670,785	14,162,147	491,362
Subtotal	**$ 19,695,868**	**$ 20,130,229**	**$ 434,361**
Library Fund	825,790	838,015	12,225
Sewer Fund	629,531	634,211	4,680
Total	**$ 21,151,189**	**$ 21,602,455**	

FINANCIAL PLAN

This Tentative Budget is presented as a starting point for informed policy making decisions. We have itemized some of the major items that influenced decisions made while creating the Tentative 2021-2022 Budget:

- As of the creation of this budget, we are aware that the Federal Government has passed a COVID-19 Economic Relief bill that will make funds available to municipalities hard hit by the COVID-19 pandemic. At this time, we are unable to estimate the amount relief that will be provided to the Village. As such, the above budget does not consider potential Federal Aid.

- The sewer fund created at the beginning of FY 20-21 continues to allow the Village to remove over $200,000 from the general operating fund in this budget. The fund will allow the Village to complete an assessment of the sanitary sewer system and propose repairs and improvements that again will be paid by all users of the system.

- Several years ago the State implemented a system to assess the "fiscal stress" of municipalities across the state. They review and assess many factors from our annually submitted update document that reports the Village's annual fiscal operations to the State. Again this year, the Village scored well on the stress test and according to the State's assessment the Village does not appear to be fiscally stressed at this time. That said, the Village needs to continue to be very conservative going forward. Again, the tax cap legislation will continue to put pressure on the Village's ability to provide essential services to the tax payers. In fact the Governor's 2019-20 budget made the cap permanent. Therefore, the Village needs to continue to find areas to increase revenues, or may be forced to consider an override of the tax cap in the future.

  The following is the Village's fiscal stress score for the past three fiscal years. A score of 0 to 44.9 is considered "no designation". A score of 45 to 54.9 is determined as being susceptible to stress, 55 to 64.9 shows moderate stress, and a score above 65 shows significant distress.

FYE	Score	Designation
2018	1.7	No Designation
2019	12.9	No Designation
2020		Not Yet Available

  The increased score relates to the amount of fund balance used during 2018-19 toward capital projects. Due to a strong FY 19-20 that saw an increase in the Village's unassigned fund balance, we anticipate that the score will improve for FYE 2020; however, the designation is not available as of this budget message.

  The Mayor and Board of Trustees, Administrator, Treasurer, Department Heads and the Budget Committee have worked hard and have been fiscally conservative for many years to maintain the Village's financial stability. We will continue to do this for years to come.

- Personnel costs, as stated above are the largest Village expenditure, and continue to increase fast. Recent past budgets have had personnel costs that increased faster than the tax levy increase that the Village could approve under the tax cap rules. To date we have been able to absorb those increases for a variety of reasons including but not limited to retirements where the position has not been filled, or the new hire is paid at a rate substantially less than their predecessor and they are in a less costly retirement tier. We will continue to manage personnel costs and keep a balance that benefits the taxpayers.

- The Village continues to face an aging infrastructure. The departments have provided the Board of Trustees with a listing of areas that need attention in the near future. At this time the debt load of the Village is getting low, and the potential exists to utilize long-term debt to get some of the infrastructure replaced or updated.

- We continue to balance the budget by appropriating a significant amount from fund balance ($889,250) and by transferring funds from debt service ($300,000) to help pay down debt. While it is not unusual to utilize these items in the budget they do have a finite balance that can be used. We will continue to assess the use of these items over the next several budgets.

In summary, the department heads, the Interim Village Administrator, and the Village Treasurer are providing a Tentative Budget with the continuing knowledge that we have to do more with less in the tax cap era. With this in mind, we are presenting a Tentative Budget that includes an increase in the tax levy while providing the essential services our residents deserve. In order to accomplish this goal, we have recommended a decrease in a number of items throughout the budget in order to meet the required tax cap mandate.

In closing, we would like to thank all of the Departments for working so hard on a daily basis, their contributions, and working with the Village Administrator and Village Treasurer on the budget process. We also want to thank all of the dedicated employees who are willing to do what it takes to make the Village a wonderful place to live and work, and to the Village Board for providing us with the opportunity to work for the Village.

Respectfully submitted,

Richard Leins
Interim Village Administrator

Jeff Chuhta
Village Treasurer

Mr. Chuhta gave the following presentation on the 2021/2022 Tentative Budget:

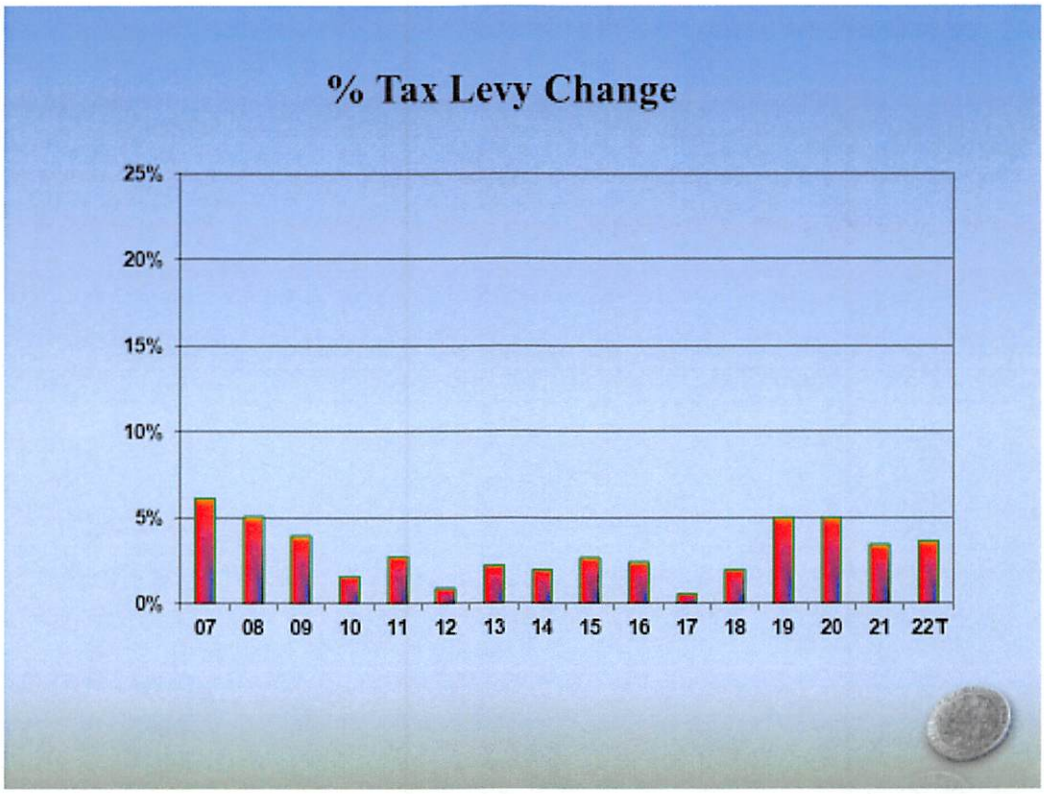
VILLAGE OF DOBBS FERRY 2021-2022 TENTATIVE BUDGET PRESENTATION

By: Richard Leins, Interim Village Administrator
Jeff Chuhta, Village Treasurer
April 13, 2021

COVID-19

We have all been touched personally and professionally by the COVID-19 pandemic; however, at this time it appears that there is a light at the end of the tunnel with the rollout and ramp up in production of COVID-19 vaccines. This budget continues to be conservative and we will continue to scrutinize every penny spent. The budget consists of estimates in revenues and expenditures based on past and current results, estimated trends to try to account for the possibility of lower assessment, and increased capital needs.

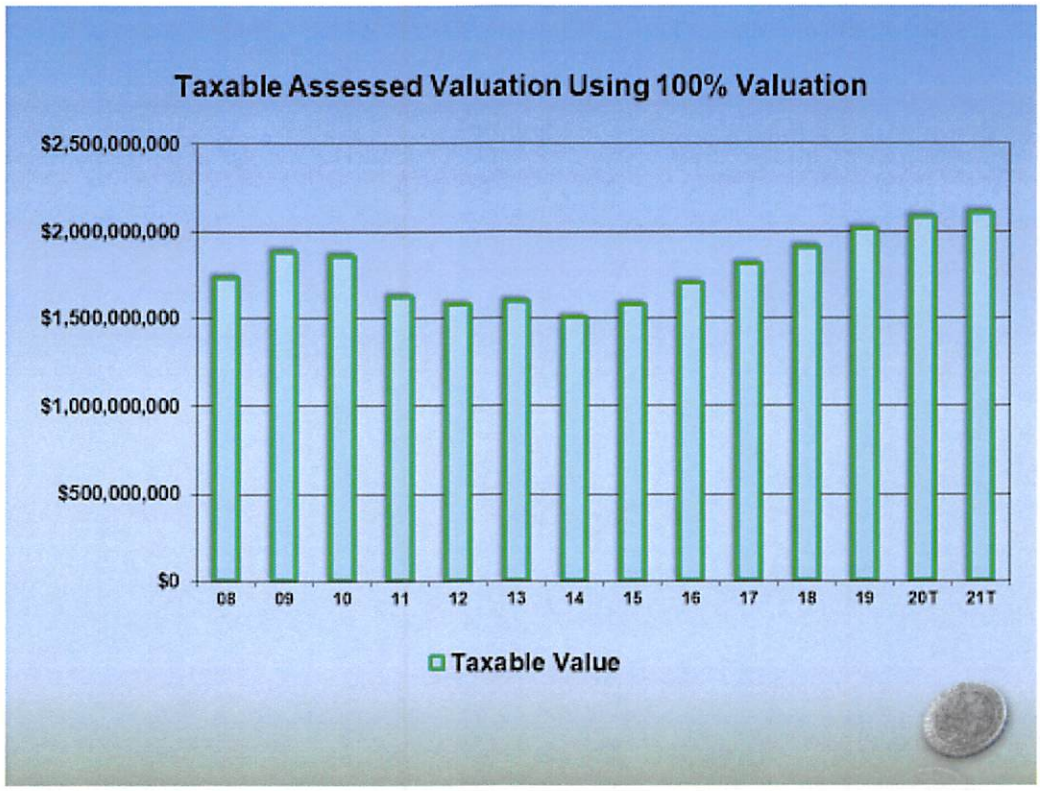
We continue to analyze and review all aspects of the budget on both the revenue and expenditure side. We had to take a hard look at many of the revenues in this budget and adjust them down. The areas with some of the largest adjustments are parking permit sales, on-street parking fees, and fines and forfeitures. As a result of the downward adjustment on some revenue sources the budget proposes a 2.50% increase in the tax rate. This is the first significant increase in the tax rate in several years. We anticipate that over time these revenues sources will return to more historical amounts.

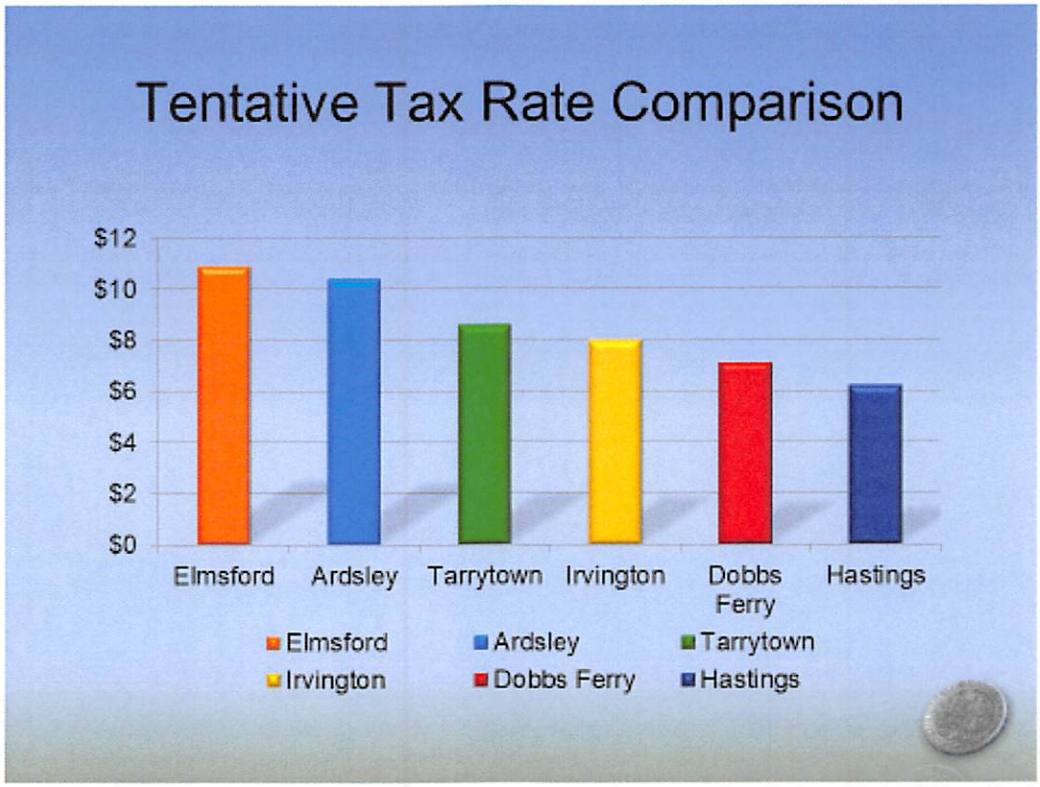


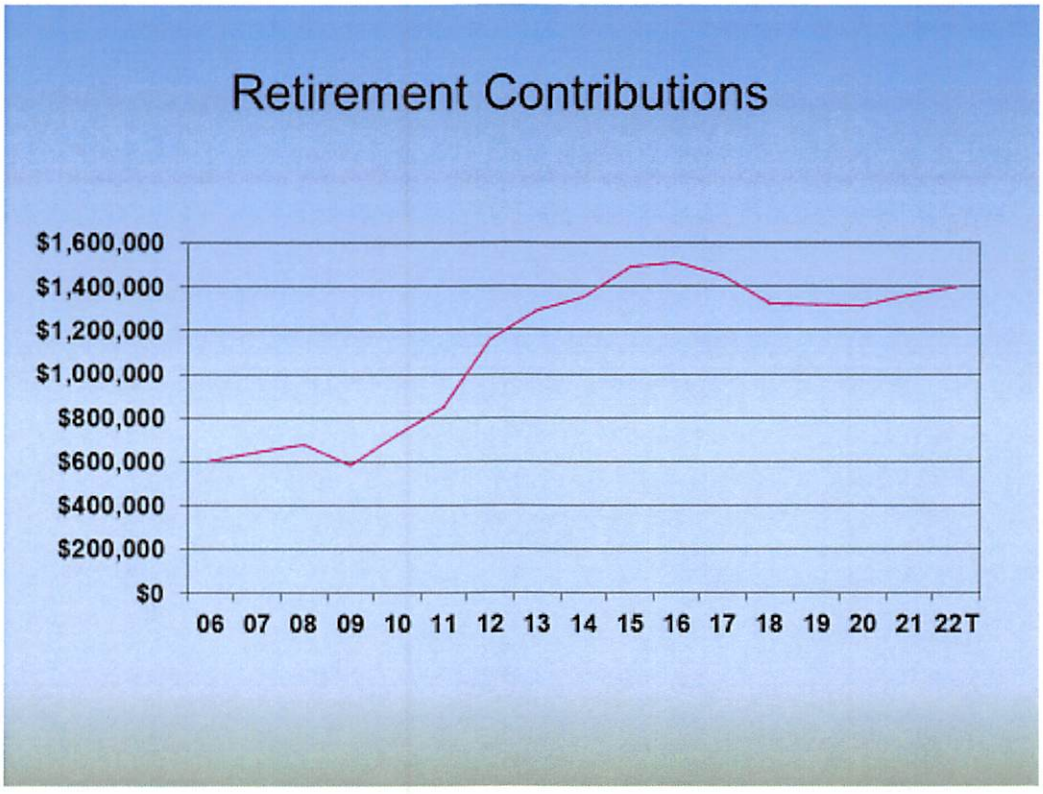
NYS Tax Cap Levy and Tax Rate Calculation

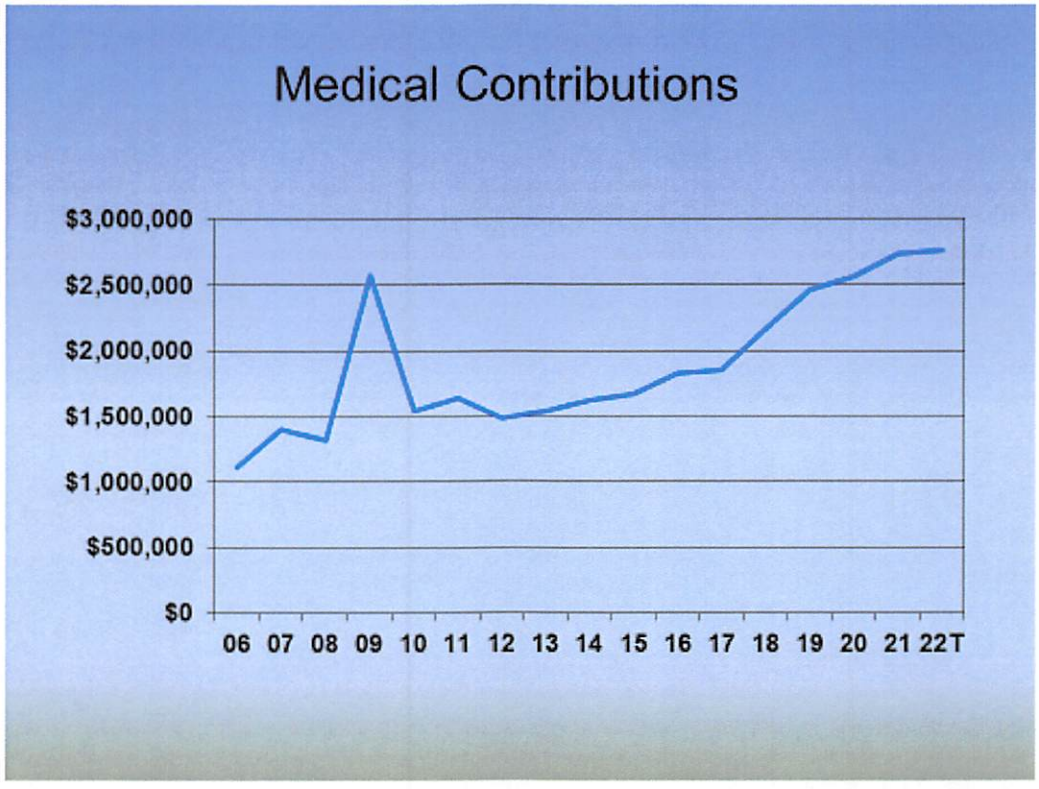
	TAX CAP LEVY CALCULATION						
	2020/21	2021/22	LEVY INCREASE	RETIREMENT EXEMPTION	CARRY OVER	TAX LEVY CAP	% INCREASE
ALLOWABLE	$14,696,222	$15,250,668	$839,093	$75,069	$-0-	$839,093	5.71%
PROPOSED	$14,411,575	$14,934,862	$523,287	$75,069	$240,017	$839,093	3.63%

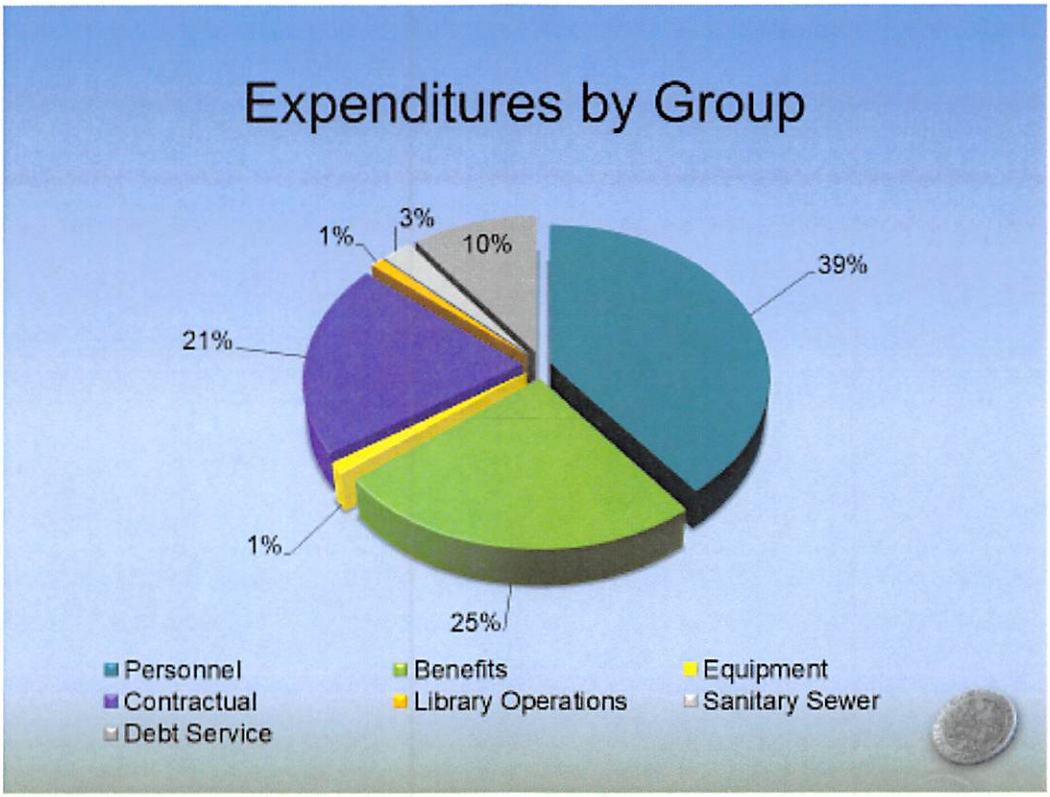
TAX RATE CALCULATION				
FISCAL YR	TAXABLE VALUE	TAX LEVY	TAX RATE	% INCREASE/(DECREASE) IN TAX RATE
2020/21	$2,084,100,419	$14,411,575	$6.92	
2021/22	$2,107,004,704	$14,934,862	$7.09	2.50%

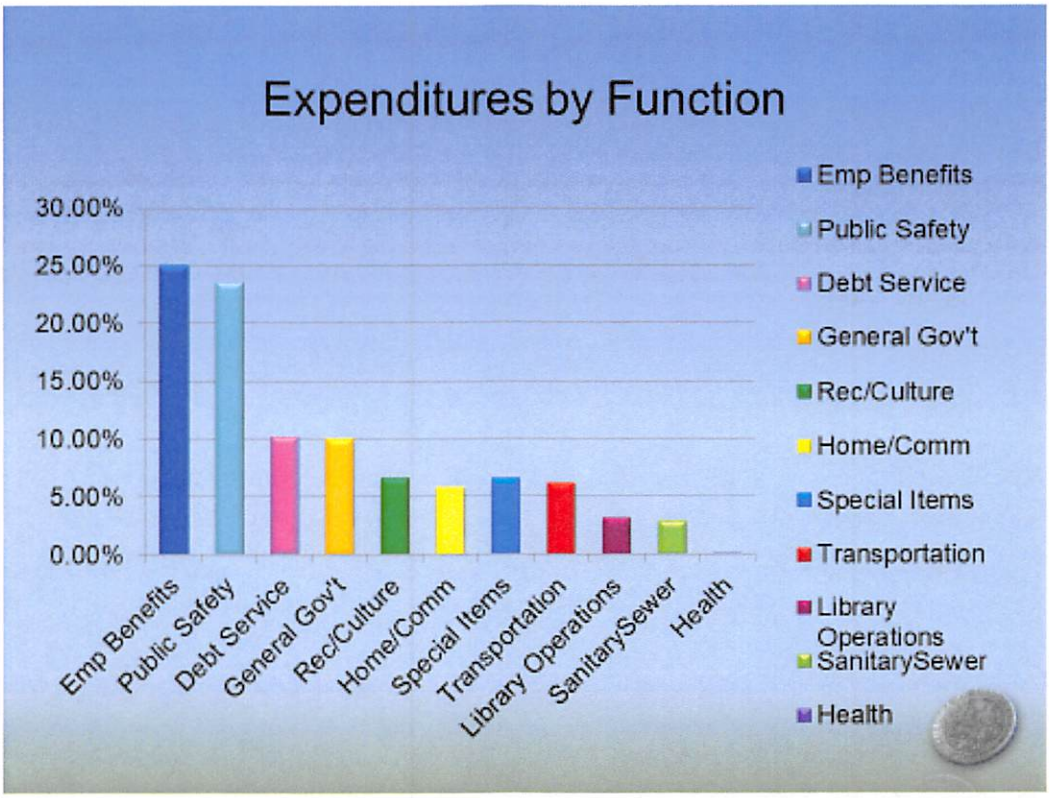

Taxable Assessed Valuation Using 100% Valuation
$2,500,000,000
$2,000,000,000
$1,500,000,000
$1,000,000,000
$500,000,000
$0
08
09
10
11
12
13
14
15
16
17
18
19
20T
21T
Taxable Value

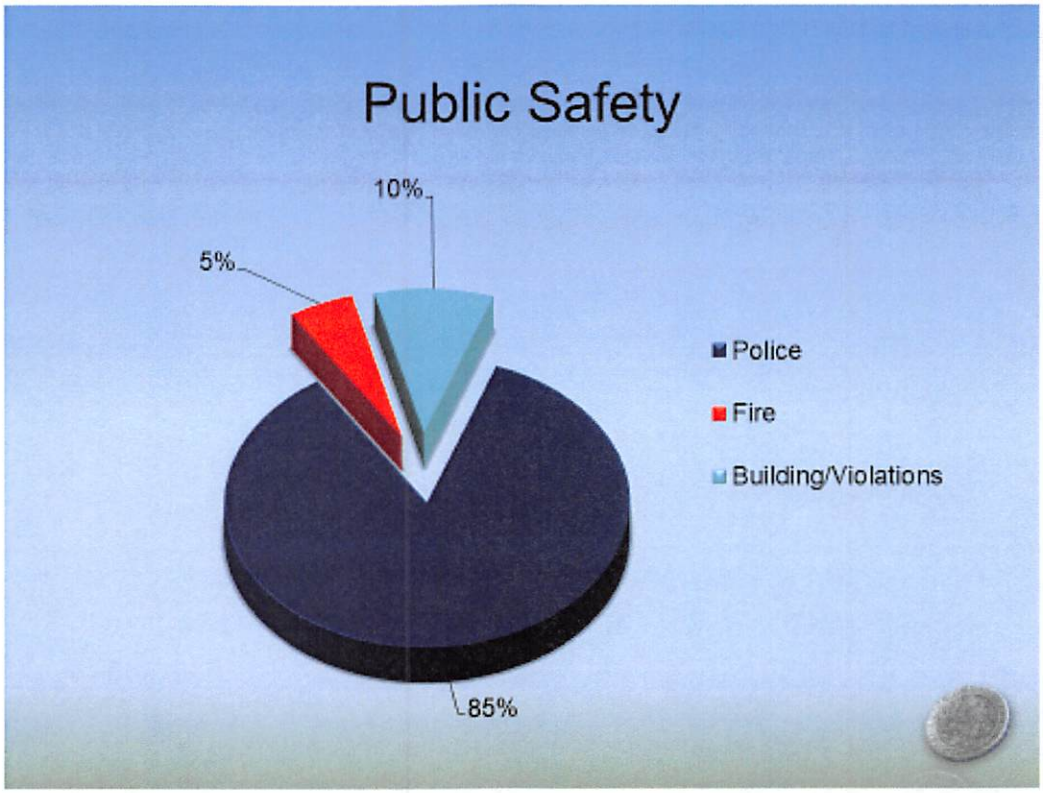

Tentative Tax Rate Comparison
$12
$10
$8
$6
$4
$2
$0
Elmsford
Ardsley
Tarrytown
Irvington
Dobbs Ferry
Hastings
Elmsford
Ardsley
Tarrytown
Irvington
Dobbs Ferry
Hastings

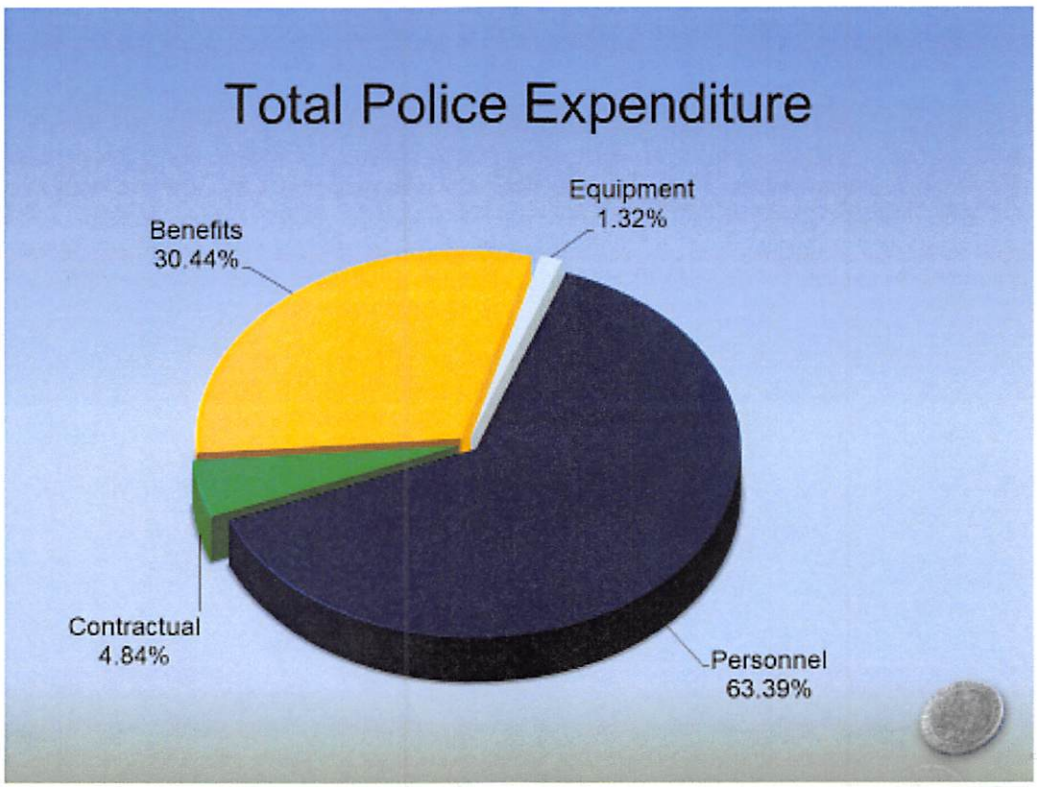

Retirement Contributions
$1,600,000
$1,400,000
$1,200,000
$1,000,000
$800,000
$600,000
$400,000
$200,000
$0
06 07 08 09 10 11 12 13 14 15 16 17 18 19 20 21 22T

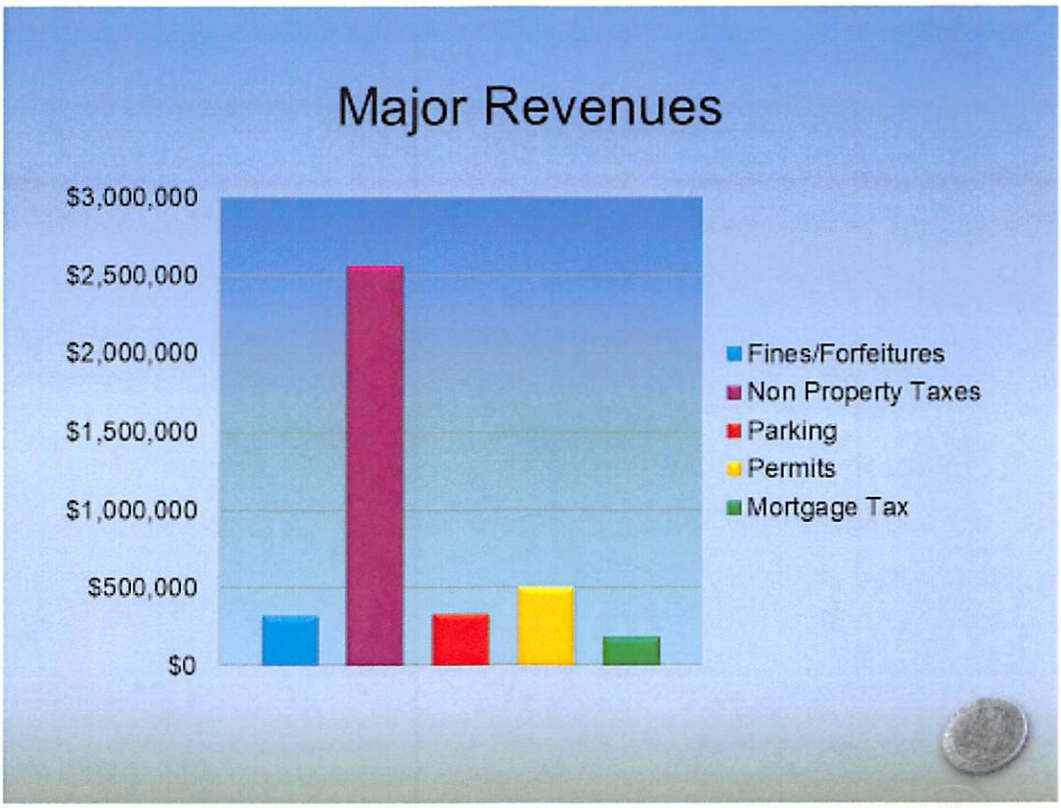

Medical Contributions
$3,000,000
$2,500,000
$2,000,000
$1,500,000
$1,000,000
$500,000
$0
06 07 08 09 10 11 12 13 14 15 16 17 18 19 20 21 22T

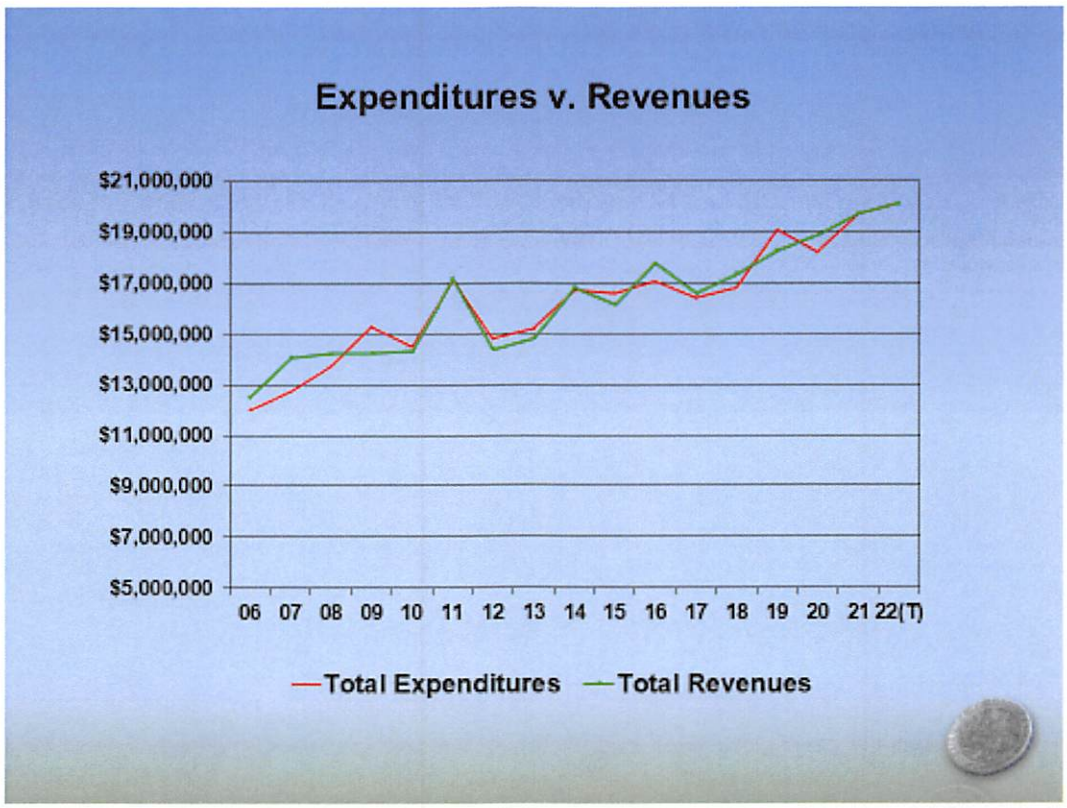

Expenditures by Group
39%
25%
1%
21%
1%
3%
10%
Personnel
Benefits
Equipment
Contractual
Library Operations
Sanitary Sewer
Debt Service

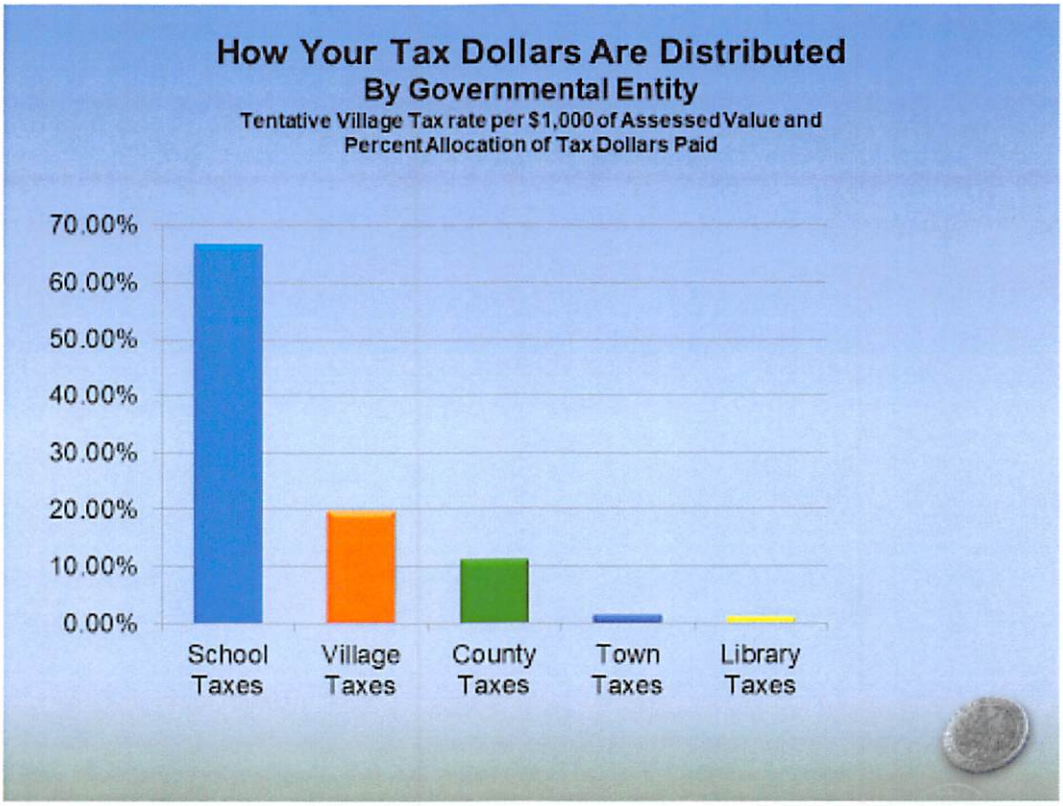

Expenditures by Function
30.00%
25.00%
20.00%
15.00%
10.00%
5.00%
0.00%
Emp Benefits
Public Safety
Debt Service
General Gov't
Rec/Culture
Home/Comm
Special Items
Transportation
Library Operations
SanitarySewer
Health
Emp Benefits
Public Safety
Debt Service
General Gov't
Rec/Culture
Home/Comm
Special Items
Transportation
Library Operations
SanitarySewer
Health

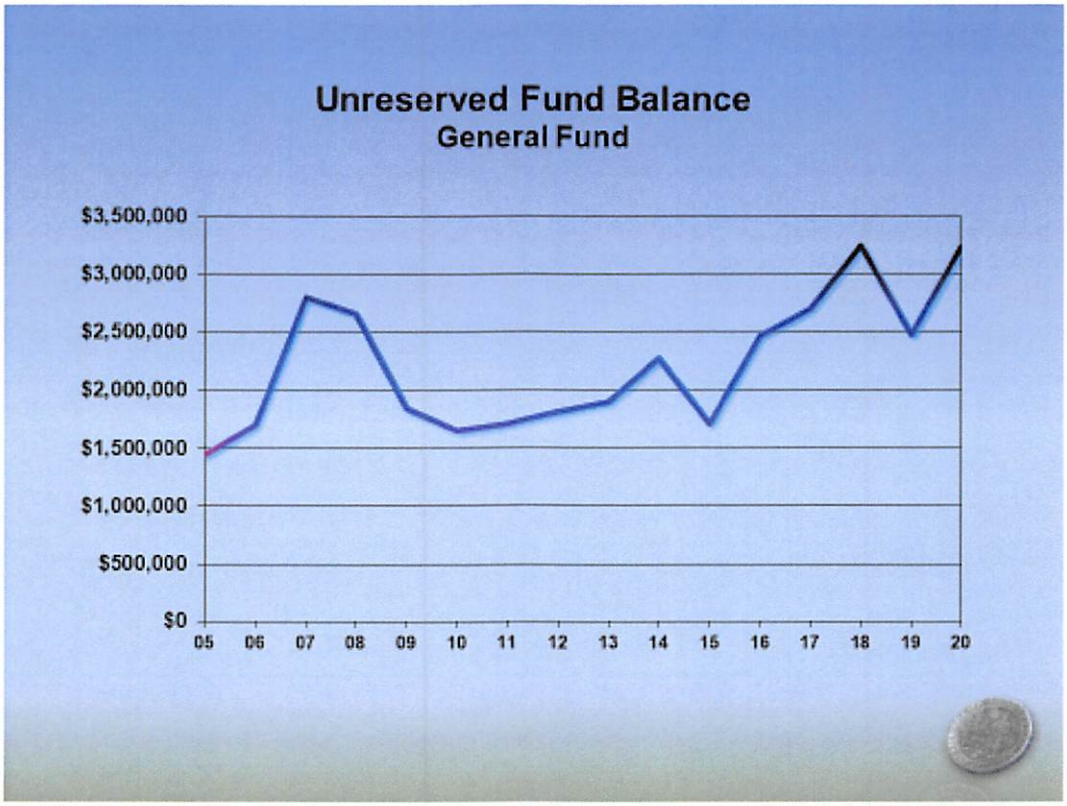

Public Safety
10%
5%
85%
Police
Fire
Building/Violations


Total Police Expenditure
Equipment
1.32%
Benefits
30.44%
Contractual
4.84%
Personnel
63.39%


Major Revenues
$3,000,000
$2,500,000
$2,000,000
$1,500,000
$1,000,000
$500,000
$0
Fines/Forfeitures
Non Property Taxes
Parking
Permits
Mortgage Tax


Expenditures v. Revenues
$21,000,000
$19,000,000
$17,000,000
$15,000,000
$13,000,000
$11,000,000
$9,000,000
$7,000,000
$5,000,000
06 07 08 09 10 11 12 13 14 15 16 17 18 19 20 21 22(T)
Total Expenditures
Total Revenues


How Your Tax Dollars Are Distributed
By Governmental Entity
Tentative Village Tax rate per $1,000 of Assessed Value and
Percent Allocation of Tax Dollars Paid
70.00%
60.00%
50.00%
40.00%
30.00%
20.00%
10.00%
0.00%
School Taxes
Village Taxes
County Taxes
Town Taxes
Library Taxes


Unreserved Fund Balance
General Fund
$3,500,000
$3,000,000
$2,500,000
$2,000,000
$1,500,000
$1,000,000
$500,000
$0
05
06
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08
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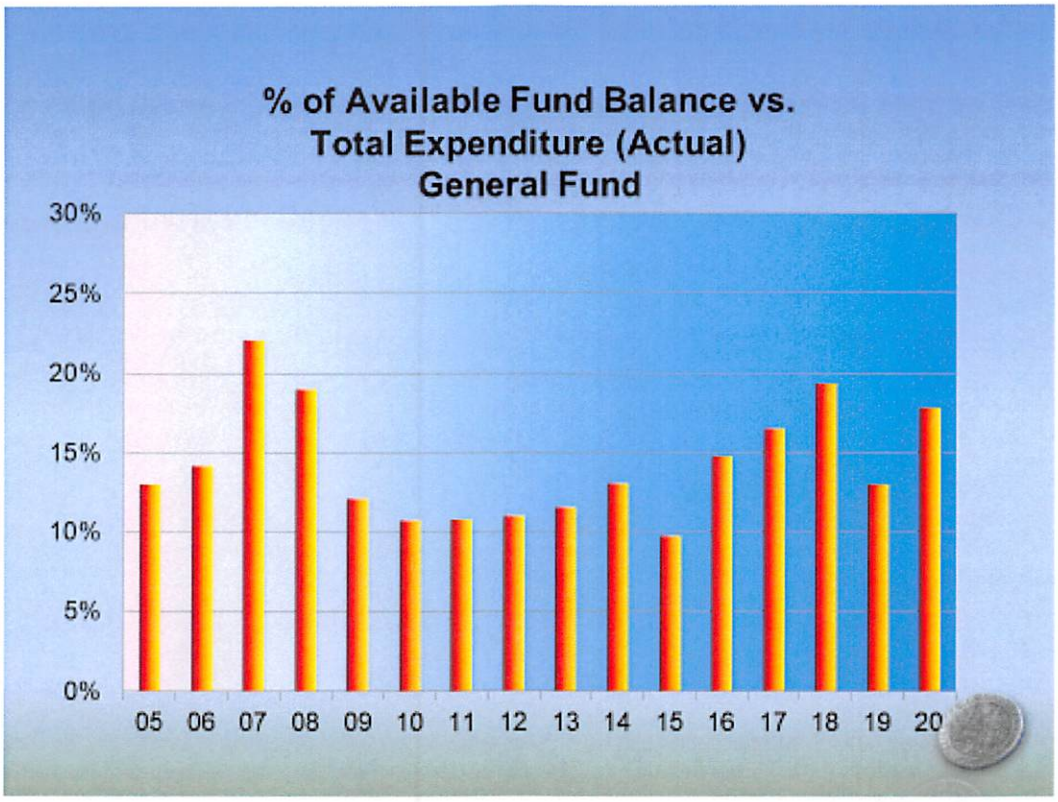
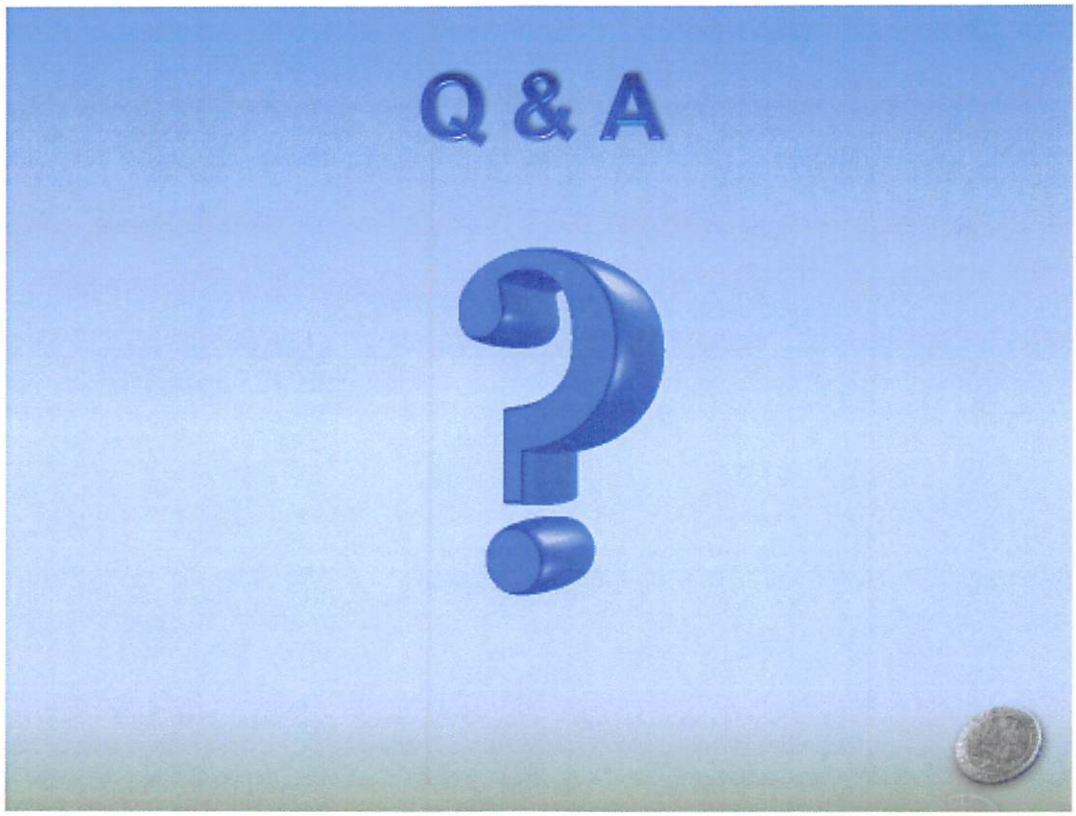
20



Summary

- Tax Rate Increase of 2.50% to $7.09/thousand.
- Levy is again within the States "Tax Cap" with a requested 3.63% increase.
- Tax Cap Carry Over $315,806.
- Taxable Value increase of $23 Million, to $2,107,004,704.
- Increase in Total Expenditures of 2.21%.
- Fund balance is 16% of prior year budget at May 31, 2020.
- Future concerns:
  - What lingering effects will COVID-19 have on future budgets? Permits? Parking? Fines?
  - Employee Benefits and Health Insurance costs keep increasing.
  - The Village will continue to work hard to minimize expenses and maximize revenue opportunities.
  - Continued Infrastructure needs assessment and updates.



A discussion was held and Mr. Chuhta addressed questions from the Board.

Trustee Taylor thanked Mr. Chuhta, Mr. Leins and the Village staff for putting together a very responsible and responsive to the times, budget.

No one from the public addressed the Board regarding the Tentative 2021/2022 Village Budget.

Mayor Rossillo thanked everyone for their work on the budget.

Motion by Trustee Sullivan, seconded by Trustee Daroczy to adjourn the public hearing on the Tentative 2021/2022 Village Budget to the next meeting of the Board on April 27, 2021.

MAYOR ROSSILLO	☒ AYE	☐ NAY	☐ ABSTAIN	☐ RECUSE	☐ ABSENT/EXCUSED
DEPUTY MAYOR CASSELL	☒ AYE	☐ NAY	☐ ABSTAIN	☐ RECUSE	☐ ABSENT/EXCUSED
TRUSTEE DAROCZY	☒ AYE	☐ NAY	☐ ABSTAIN	☐ RECUSE	☐ ABSENT/EXCUSED
TRUSTEE KNELL	☒ AYE	☐ NAY	☐ ABSTAIN	☐ RECUSE	☐ ABSENT/EXCUSED
TRUSTEE PATINO	☒ AYE	☐ NAY	☐ ABSTAIN	☐ RECUSE	☐ ABSENT/EXCUSED
TRUSTEE SULLIVAN	☒ AYE	☐ NAY	☐ ABSTAIN	☐ RECUSE	☐ ABSENT/EXCUSED
TRUSTEE TAYLOR	☒ AYE	☐ NAY	☐ ABSTAIN	☐ RECUSE	☐ ABSENT/EXCUSED
VOTE TOTALS	**AYE: 7**	**NAY: 0**	**ABSTAIN: 0**	**RECUSE: 0**	**ABSENT/EXCUSED: 0**
RESULT:	**MOTION PASSES**				

Courtesy of the Floor

The following people addressed the Board: Mr. Rob Baron/Affordable Housing Task Force Member,Sustainability Task Force Member, Traffic Committee Member and Hudson Valley Groundwork member; and Mr. Paddy Steinschneider/329 Broadway;

Mr. Baron discussed his support of agenda item #'s 6, 7 for the Affordable Action Plan and the resolution to retain the services of Pace University Land Use Law Center; and of agenda item #'s 16 for the Pollinator Pathway Medallions and # 18 for the Saw Mill River Clean-up by Groundworks. Mr. Baron said he is looking forward to hearing more about The Master's School campus structure.

Mayor Rossillo thanked Mr. Baron and said he appreciates all the work he has done for the Village.

Mr. Steinschneider said there are two programs that we are working on now, Community Solar and Grid Rewards. Mr. Steinschneider asked people to sign up for the programs. Mr. Steinschneider noted the following upcoming events:

1. April 17, 2021 Planet Wild demonstration event at Holly Malakian's house.
2. April 18, 2021 at 5:00 p.m. Grid Rewards event.

Referral from Land Use Officer to BOT for site plan review of an application to construct a new classroom building on Master's campus, 49 Clinton Avenue

Mr. Brad Schwartz/Zarin & Steinmetz sent the following letter dated April 6, 2021 to Mayor Rossillo and the Board of Trustees:

ZARIN & STEINMETZ

Brad K. Schwartz
bschwartz@zarin-steinmetz.com

April 6, 2021

By E-Mail and Hand Delivery

Hon. Vincent Rossillo, Mayor
and Members of the Village Board of Trustees
Village Hall
112 Main Street
Dobbs Ferry, New York 10522

Re: The Masters School
Site Plan Application for "Innovation and Entrepreneurship Center"
49 Clinton Avenue

Dear Mayor Rossillo and Members of the Village Board:

Our firm represents The Masters School regarding its proposed 3-story (plus cellar), approximately 22,361 s.f. Innovation and Entrepreneurship Center ("IEC") on its campus in front of the Middle School Building, located at 49 Clinton Avenue. The Masters School respectfully requests placement on the BOT's next available Agenda for an initial presentation and discussion, commencement of the SEQRA process, and referral to the Planning Board and Architectural and Historic Review Board pursuant to Section 300-52 of the Village Code.[1]

The IEC would be a new, state-of-the-art educational and workshop building for the School's thriving engineering and computer science curriculum that is already offered to existing students. These are key courses that are very popular among the students in all grades (and desired by colleges and employers), but they are currently spread throughout outdated classrooms in different buildings. The IEC would allow The Masters School to stay current by

[1] The Board of Trustees has jurisdiction over this Site Plan Application because the Property is in an Educational/Institutional Zoning District.

Tel: (914) 682-7800
Fax: (914) 683-5490

81 Main Street, Suite 415
White Plains, New York 10601

www.zarin-steinmetz.com

accommodating these classes in a centralized location that would be designed and equipped specifically for these vital areas of learning. For example, the IEC would include "makerspace" rooms for robotics, coding, and other hands-on, personalized learning experiences.

Importantly, as these engineering and computer science classes are already offered at The Masters School, the IEC would not increase the student body population or faculty, and thus the *project would not result in additional traffic* on Clinton Avenue or other Village roads. It also does not require new parking.

The Project would also include other elements to mitigate and avoid any potential adverse environmental impacts. The Project would include green stormwater management practices, including a bioretention pond and subsurface controlled-flow stormwater detention, to provide water quality treatment and ensure no increase of runoff rates. The Project proposes new landscaping, including native plantings and a vegetated buffer along the nearby parking area, to enhance the aesthetic appearance of the IEC. Views to and from the nearby Estherwood Mansion and Carriage House would be preserved. The IEC would also be set back a substantial distance from Clinton Avenue (approximately 500 feet). Moreover, the existing softball field next to the IEC would be maintained with some minor realignments.

As discussed with the Village during our pre-application meetings, the Project also proposes to merge the 6 tax lots comprising the Property into a single tax lot. This is already in the process of being accomplished administratively by the Town of Greenburgh.

Accordingly, The Masters School is pleased to submit this Site Plan Application for the IEC. As the School is hopeful to break ground around late summer/early fall, it also asks that the BOT, Planning Board and/or AHRB conduct joint meetings, as appropriate, to facilitate the Village's review. The School looks forward to working together with the Village and its consultants to process this Application as expeditiously as possible.

Enclosed please find the following materials in support of this Application:

- Site Plan Application Form
- Full Environmental Assessment Form
- Coastal Assessment Form
- Stormwater Memorandum, prepared by MFS Engineers & Surveyors
- Site Plan Drawings
    - Survey, prepared by Kenneth B. Salzmann
    - Civil Drawings, prepared by MFS Engineers & Surveyors
    - Architectural and Landscape Drawings, as well as Cross Sections and Elevations (11x17), prepared by Marvel
    - Lighting Plan, prepared by Dot Dash Lighting Design

Thank you for the Board's attention.

Respectfully submitted,

ZARIN & STEINMETZ

By: Brad Schwartz
Brad Schwartz
Maximillian Mahalek

Encls.
cc: Ed Manley, Building Official/Land Use Officer
Dan Roemer, Assistant Building Inspector
Lori Lee Dickson, Esq.
Daniel Pozin, Esq.
The Masters School
Marvel
MFS Engineering & Surveyors

The Plan Submittal Form is as follows:

Plan Submittal Form

Address: 49 Clinton Avenue, Dobbs Ferry, NY 10522

Application #: _____

Project: Masters Innovation and Entrepreneurship Center

Name: Ed Biddle

Email: ed.biddle@mastersny.org

Phone: (914) 479-6431

Plans attached are being submitted for:

Building permit application 1 PDF copy & 2 paper copies ¼ scale
Amendment to an application or permit, 2 sealed copies
Final As Built to close permit, 1 sealed copy
Final survey to close permit, 1 sealed copy

Plans attached are submitted at the direction of the Building Inspector for review by the following board:

✓ BOT- 1 PDF copy + 5 paper copies ¼ scale
✓ PB - 1 PDF copy + 7 paper copies ¼ scale
ZBA - 1 PDF copy + 4 paper copies ¼ scale
AHRB – 1 PDF copy + 2 paper copies ¼ scale

Received Stamp:

The site plan application is as follows:

Village of Dobbs Ferry
Site Plan Application

Please check appropriate box:

____Preliminary Date_____ X Final Date 4/01/21

Name of proposed development The Masters School - Innovation and Entrepreneurship Center

Applicant:

Name The Masters School.

Address 49 Clinton Avenue

Dobbs Ferry, NY 10522

Telephone 914-479-6400

Plan Prepared By:

Name Marvel Designs

Address 145 Hudson Street

New York, NY 10013

Telephone 212-616-0420

Owner (if different):

If more than one owner, provide information for each:

Name_____

Address_____

_____

Telephone_____

Ownership intentions, i.e., purchase options Construct new educational building for existing students.

Location of site 49 Clinton Avenue, Dobbs Ferry, NY, Tax Lot: 3.90-66-1*

Tax map description:*

Sheet 3.90 Block 66 Lot/Parcel 1

Current Zoning Classification EI: Educational/Institution

*While the proposed building would be constructed on tax lot 3.90-66-1, the Applicant's property comprises the following 6 tax lots: 3.90-66-1, 3.80-47-3, 3.80-47-4, 3.120-111-1, 3.120-111-2 and 3.171-153-5. The Applicant will work with the Town of Greenburgh to merge the tax lots as part of this matter.

State and federal permits needed (list type and appropriate department):

Water and Sewer approval from County Department of Health; SPDES General Permit for Construction Activities; "No adverse effect" or similar determination from State Historic Preservation Office.

Proposed uses(s) of site Construct a three-story (plus cellar), approximately 22,361 square-foot classroom/workshop and educational building. The Project will also include landscaping, utilities, stormwater management, and other site improvements (including minor softball field realignment).

Total site area (square feet or areas) 1.01 Acres (representing the planned area of disturbance).

Anticipated construction time 18 Months

Will development be staged? No

Current land use of site (agriculture, commercial, undeveloped, etc.) Current Site for proposed building is a sloped, mostly grassy, undeveloped area located on a school campus that has operated since 1877.

Current condition of site (buildings, rush, etc.) Open, sloped, and mostly grassy area.

Character of surrounding lands (suburban, agriculture, wetlands, etc.) Site is located on a school campus. Suburban area to north and west, wooded area to south and east.

Estimated cost of proposed improvement $ Est. $16,600,000

Anticipated increase in number of residents, shoppers, employees, etc. (as applicable) The proposed building will not result in new students or faculty because the classes to be taught in this building are already being offered.

Site Plan Application
Page 3 of 6

Describe the proposed use, including primary and secondary uses; ground floor area; height; and number of stories for each building:

For residential buildings, include number of dwelling units by size (efficiency, one-bedroom, two-bedroom, three or more bedrooms) and number of parking spaces to be provided.

for nonresidential buildings, include total floor area and total sales area; number of automobile and truck parking spaces.

other proposed structures.

(Use separate sheet if needed)

3-story (plus cellar), approximately 22,361 square-foot classroom/ workshop and educational building.

STATE OF NEW YORK)
COUNTY OF WESTCHESTER) ss:
VILLAGE OF DOBBS FERRY)

Edward Biddle being duly sworn, deposes and says, that (s)he resides at 30 Bedford Road, Katonah NY 10536

that (s)he is the authorized owner/representative of the owner and that the foregoing answers are true to the best of (his) knowledge and belief, that the plat if approved by the Planning Board will be filed in the Office of the County Clerk within ninety (90) days following the date approval and that all regulations of the Planning Board have been complied.

Edward E Biddle

Tracy A. Russo
SWORN TO BEFORE ME THIS 1st DAY
OF April 2020

TRACY A. RUSSO
Notary Public, State of New York
No. 01RU6384241
Qualified in Westchester County
Commission Expires 8/11/2021

Site Plan Application
Page 4 of 6

Proposed Development:

Name The Masters School - Innovation and Entrepreneurship Center

Applicant:

Name The Masters School

Address 49 Clinton Avenue, Dobbs Ferry, NY 10522

Telephone 914-479-6400

Procedural Sequence	Date
Initial contact with enforcement Officer	
Presubmission conference	
Preliminary application	
Fee paid: Amount $____	
Public hearing notice	
Public hearing	
Tentative action:	
Approval	
Approval with modification	
Disapproval ____	
Resubmitted ____	
Lapse date for final approval	
Final application	
Referral	
Comments returned	
Final Action:	
Approval	
Approval with modifications	
Conditions satisfied	
Disapproval ____	
Resubmitted ____	
Building permit granted	
Performance bond required	
Amount ____	
Period ____	

Improvements covered ____

Performance bond satisfied ____

Site Development Plan Review

Checklist (cont'd)

Technical Considerations	Item Satisfied
North arrow, scale date	_____
Property boundary, dimensions and angles	_____
Easements and deed restrictions	_____
Names, locations and widths of adjacent streets	_____
Land use, zoning, ownership and physical improvement of adjacent properties	_____
Conformity with comprehensive plan	_____
Impact on environs:	
Land use	_____
Transportation	_____
Community facilities and services	_____
Aesthetics	_____
Environmental, i.e. air, water, noise, etc.	_____
Energy conservation	_____
Historic preservation	_____
Environmental impact statement	_____
Existing, on-site physical improvements	_____
Existing natural features:	
Geological features	_____
Soil characteristics	_____
Topography	_____
Vegetation	_____
Hydrologic features	_____
Proposed development:	
Grading and drainage plan	_____
Buildings and other structures	_____
Improvements such as parking, storage and recreation areas	_____
Vehicular and pedestrian ways including ingress and egress	_____
Utility lines and appurtenances	_____

Outdoor lighting and public address systems _____

Outdoor signs _____
Landscaping plans _____
Architectural plans _____
Materials specifications _____
Construction schedule _____

The Coastal Assessment Form is as follows:

VILLAGE OF DOBBS FERRY - LWRP CONSISTENCY REVIEW

COASTAL ASSESSMENT FORM (CAF)

Name of applicant: The Masters School

Mailing address: 49 Clinton Avenue, Dobbs Ferry, NY 10522

Telephone number: 914-479-6400

Tax Lot # Building to be located on lot 3.90-66-1.

Application number, if any:

A. INSTRUCTIONS (Please print or type all answers)

1. All applicants, including the Village of Dobbs Ferry and other agencies, shall complete this CAF for proposed actions subject to Local Law # 10-05 - LWRP Consistency Law. This assessment is intended to supplement other information used by the Dobbs Ferry Planning Board in making a determination of consistency with the Coastal Management Policies set forth in the Dobbs Ferry Local Waterfront Revitalization Program (LWRP).

2. All applicants shall complete Sections B and C of this Coastal Assessment Form. If the proposed action meets any of the criteria listed in Section C, Section D must be completed.

3. In Section D, a proposed action should be evaluated as to its potential beneficial and/or adverse effects upon the coastal area and how it may affect the achievement of the specific policy standards contained in the LWRP and the LWRP Consistency Law.

4. Once evaluated, a proposed action may need to be analyzed in more detail and, if necessary, modified prior to making a determination that it is consistent with the LWRP policy standards. If an action cannot be certified as consistent with the LWRP policy standards, it shall not be undertaken.

B. DESCRIPTION OF SITE AND PROPOSED ACTION

1. Type of action (check appropriate response):
(a) Directly undertaken (e.g. capital construction, planning activity, agency regulation, land transaction) _____
(b) Financial assistance (e.g. grant, loan, subsidy) _____
(c) Permit, approval, license, certification Site Plan Approval
(d) Party or Agency undertaking action: Board of Trustees

2. Describe nature and extent of action: Construct a 3-story (plus cellar), approx. 22,361 sq. ft. classroom/workshop and educational building. The Project will also include landscaping, utilities, stormwater management, and other site improvements (including minor realignment of softball field).

3. Location of action (Street or Site Description) : 49 Clinton Avenue, Tax Lot: 3.90-66-1 (in front of Middle School).

C. COASTAL ASSESSMENT CRITERIA

Please check any of the following criteria that describe the proposed action.

_____1. The proposed action has direct contact with coastal waters, i.e. the Hudson River and/or its tributaries - Wickers Creek and the Saw Mill River.

_____2. The proposed action utilizes coastal waters, either directly or indirectly.

_____3. The proposed action involves natural features such as tree cover, hillsides, steep slopes, ridgelines and wetlands that either effect or are affected by coastal waters.

_____4. The proposed action demonstrates a relationship to coastal waters. The relationship may be recreational, cultural, historic, or business.

_____5. The proposed action has a direct visual relationship with coastal waters and their waterfronts.

If the proposed action meets any of the above criteria, Section D must be completed.

D. COASTAL ASSESSMENT

The following thirteen questions are based directly on the Coastal Management Policies set forth in Section III of the Dobbs Ferry LWRP. The preparer of this form should review these policies which are available online at www.dobbsferry.com/content/waterfront and also on file in the Village of Dobbs Ferry Clerk's office. Please answer every question and provide a brief explanation. If necessary, you may attach further explanation or refer to other available documentation relating to the proposed action.

Planning Bd.	Applicant
1. ☐	1. Does the proposed action foster a pattern of development in the coastal area that enhances community character, open space preservation, use of existing infrastructure, use of a coastal location? _____YES _____NO _____Not Applicable
2. ☐	2. Does the proposed action preserve historic and archaeological resources? _____YES _____NO _____Not Applicable
3. ☐	3. Does the proposed action protect existing scenic resources or enhance visual quality in the community? _____YES _____NO _____Not Applicable
4. ☐	4. Does the proposed action minimize loss of life, structures, and natural resources from flooding and erosion? _____YES _____NO _____Not Applicable
5. ☐	5. Does the proposed action protect or improve water resources? _____YES _____NO _____Not Applicable

6. ☐ 6. Does the proposed action protect or restore ecological resources, including significant fish and wildlife habitats, wetlands, and rare ecological communities?
____YES ____NO ____Not Applicable

7. ☐ 7. Does the proposed action protect and/or improve air quality?
____YES ____NO ____Not Applicable

8. ☐ 8. Does the proposed action minimize environmental degradation from solid waste and hazardous substances and wastes?
____YES ____NO ____Not Applicable

9. ☐ 9. Does the proposed action improve public access to and recreational use of public lands and waters?
____YES ____NO ____Not Applicable

10. ☐ 10. Does the proposed action protect water-dependent uses, promote siting of new water-dependent uses in suitable locations, and/or support efficient harbor operation?
____YES ____NO ____Not Applicable

11. ☐

11. Does the proposed action promote the sustainable use of fish and wildlife resources?

_____YES _____NO _____Not Applicable

12. ☐

12. Does the proposed action protect agricultural lands?

_____YES _____NO _____Not Applicable

13. ☐

13. Does the proposed action promote appropriate use and development of energy and mineral resources?

_____YES _____NO _____Not Applicable

Consistency Determination

☐ Yes

☐ No

E. FURTHER REMARKS OR ADDITIONAL INFORMATION:

If assistance or further information is needed to complete this form, please contact Village of Dobbs Ferry Clerk at 914-693-2203 ext. 204..

Preparer's Name:_____Telephone:_____

Title:_____Agency:_____Date:_____

The Full Assessment Form is as follows:

Full Environmental Assessment Form
Part 1 - Project and Setting

Instructions for Completing Part 1

Part 1 is to be completed by the applicant or project sponsor. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification.

Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information; indicate whether missing information does not exist, or is not reasonably available to the sponsor; and, when possible, generally describe work or studies which would be necessary to update or fully develop that information.

Applicants/sponsors must complete all items in Sections A & B. In Sections C, D & E, most items contain an initial question that must be answered either "Yes" or "No". If the answer to the initial question is "Yes", complete the sub-questions that follow. If the answer to the initial question is "No", proceed to the next question. Section F allows the project sponsor to identify and attach any additional information. Section G requires the name and signature of the applicant or project sponsor to verify that the information contained in Part 1is accurate and complete.

A. Project and Applicant/Sponsor Information.

Name of Action or Project: The Masters School - Innovation and Entrepreneurship Center		
Project Location (describe, and attach a general location map): 49 Clinton Avenue, Dobbs Ferry, NY (S/B/L: 3.80-66-1)		
Brief Description of Proposed Action (include purpose or need): Construct a three-story (plus cellar), approximately 22,381 square-foot classroom/workshop and educational building on school campus. The proposed action will also include landscaping, utilities, stormwater management, and other site improvements (including minor softball field realignment). The proposed action also includes the merger of the Property's six tax lots into one tax lot. This is expected to be accomplished administratively by the Town of Greenburgh.		
Name of Applicant/Sponsor: The Masters School	**Telephone:** 914-479-6431 **E-Mail:** ed.biddle@mastersny.org	
Address: 49 Clinton Avenue		
City/PO: Dobbs Ferry	**State:** NY	**Zip Code:** 10522
Project Contact (if not same as sponsor; give name and title/role): Ed Biddle, Chief Financial Officer	**Telephone:** **E-Mail:**	
Address:		
City/PO:	**State:**	**Zip Code:**
Property Owner (if not same as sponsor):	**Telephone:** **E-Mail:**	
Address:		
City/PO:	**State:**	**Zip Code:**

B. Government Approvals

B. Government Approvals, Funding, or Sponsorship. ("Funding" includes grants, loans, tax relief, and any other forms of financial assistance.)		
Government Entity	**If Yes: Identify Agency and Approval(s) Required**	**Application Date (Actual or projected)**
a. City Counsel, Town Board, or Village Board of Trustees ☑Yes☐No	Board of Trustees: Site Plan Approval	March 2021
b. City, Town or Village Planning Board or Commission ☑Yes☐No	PB and AHRB: referral and recommendation	
c. City, Town or Village Zoning Board of Appeals ☐Yes☑No		
d. Other local agencies ☑Yes☐No	Building Department: Building Permit	TBD
e. County agencies ☑Yes☐No	Department of Health (water and sewer)	TBD
f. Regional agencies ☐Yes☑No		
g. State agencies ☑Yes☐No	State Historic Preservation Office, NYSDEC SPDES General Permit for Construction Activities	TBD
h. Federal agencies ☐Yes☑No		

i. Coastal Resources.
i. Is the project site within a Coastal Area, or the waterfront area of a Designated Inland Waterway? ☑Yes☐No
ii. Is the project site located in a community with an approved Local Waterfront Revitalization Program? ☑Yes☐No
iii. Is the project site within a Coastal Erosion Hazard Area? ☐Yes☑No

C. Planning and Zoning

C.1. Planning and zoning actions.	
Will administrative or legislative adoption, or amendment of a plan, local law, ordinance, rule or regulation be the only approval(s) which must be granted to enable the proposed action to proceed? • If Yes, complete sections C, F and G. • If No, proceed to question C.2 and complete all remaining sections and questions in Part 1	☐Yes☑No
C.2. Adopted land use plans.	
a. Do any municipally- adopted (city, town, village or county) comprehensive land use plan(s) include the site where the proposed action would be located?	☑Yes☐No
If Yes, does the comprehensive plan include specific recommendations for the site where the proposed action would be located?	☑Yes☐No
b. Is the site of the proposed action within any local or regional special planning district (for example: Greenway; Brownfield Opportunity Area (BOA); designated State or Federal heritage area; watershed management plan; or other?) If Yes, identify the plan(s):	☐Yes☑No
c. Is the proposed action located wholly or partially within an area listed in an adopted municipal open space plan, or an adopted municipal farmland protection plan? If Yes, identify the plan(s):	☐Yes☑No

C.3. Zoning

a. Is the site of the proposed action located in a municipality with an adopted zoning law or ordinance. ☑Yes☐No
If Yes, what is the zoning classification(s) including any applicable overlay district?
Institutional/Educational District

b. Is the use permitted or allowed by a special or conditional use permit? ☑Yes☐No

c. Is a zoning change requested as part of the proposed action? ☐Yes☑No
If Yes,
i. What is the proposed new zoning for the site? _____

C.4. Existing community services.

a. In what school district is the project site located? Dobbs Ferry School District

b. What police or other public protection forces serve the project site?
Dobbs Ferry Police Department

c. Which fire protection and emergency medical services serve the project site?
Dobbs Ferry Fire Department and Volunteer Ambulance Corps, Inc.

d. What parks serve the project site?
Recreational space on site, including track/field and baseball diamond. Old Croton Aqueduct Trail and Gould Park nearby.

D. Project Details

D.1. Proposed and Potential Development

a. What is the general nature of the proposed action (e.g., residential, industrial, commercial, recreational; if mixed, include all components)? Educational use (Innovation and Entrepreneurship Center)

b. a. Total acreage of the site of the proposed action? 90.01 acres
b. Total acreage to be physically disturbed? 1.01 acres
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? 90.01 acres

c. Is the proposed action an expansion of an existing project or use? ☐Yes☑No
i. If Yes, what is the approximate percentage of the proposed expansion and identify the units (e.g., acres, miles, housing units, square feet)? % _____ Units: _____

d. Is the proposed action a subdivision, or does it include a subdivision? ☐Yes☑No
If Yes,
i. Purpose or type of subdivision? (e.g., residential, industrial, commercial; if mixed, specify types)
ii. Is a cluster/conservation layout proposed? ☐Yes☑No
iii. Number of lots proposed? _____
iv. Minimum and maximum proposed lot sizes? Minimum _____ Maximum _____

e. Will the proposed action be constructed in multiple phases? ☐Yes☑No
i. If No, anticipated period of construction: 18 months
ii. If Yes:
- Total number of phases anticipated _____
- Anticipated commencement date of phase 1 (including demolition) _____ month _____ year
- Anticipated completion date of final phase _____ month _____ year
- Generally describe connections or relationships among phases, including any contingencies where progress of one phase may determine timing or duration of future phases: _____

f. Does the project include new residential uses? ☐Yes ☑No
If Yes, show numbers of units proposed.

	One Family	Two Family	Three Family	Multiple Family (four or more)
Initial Phase				
At completion of all phases				

g. Does the proposed action include new non-residential construction (including expansions)? ☑Yes ☐No
If Yes,
i. Total number of structures 1
ii. Dimensions (in feet) of largest proposed structure: 42'10" height; 57'8" width; and 123'6" length
iii. Approximate extent of building space to be heated or cooled: 22,361 square feet

h. Does the proposed action include construction or other activities that will result in the impoundment of any liquids, such as creation of a water supply, reservoir, pond, lake, waste lagoon or other storage? ☐Yes ☑No
If Yes,
i. Purpose of the impoundment: _____
ii. If a water impoundment, the principal source of the water: ☐ Ground water ☐ Surface water streams ☐ Other specify: _____
iii. If other than water, identify the type of impounded/contained liquids and their source. _____
iv. Approximate size of the proposed impoundment. Volume: _____ million gallons; surface area: _____ acres
v. Dimensions of the proposed dam or impounding structure: _____ height; _____ length
vi. Construction method/materials for the proposed dam or impounding structure (e.g., earth fill, rock, wood, concrete): _____

D.2. Project Operations

a. Does the proposed action include any excavation, mining, or dredging, during construction, operations, or both? ☐Yes ☑No
(Not including general site preparation, grading or installation of utilities or foundations where all excavated materials will remain onsite)
If Yes:
i. What is the purpose of the excavation or dredging? _____
ii. How much material (including rock, earth, sediments, etc.) is proposed to be removed from the site?
- Volume (specify tons or cubic yards): _____
- Over what duration of time? _____

iii. Describe nature and characteristics of materials to be excavated or dredged, and plans to use, manage or dispose of them. _____
iv. Will there be onsite dewatering or processing of excavated materials? ☐Yes ☐No
If yes, describe. _____
v. What is the total area to be dredged or excavated? _____ acres
vi. What is the maximum area to be worked at any one time? _____ acres
vii. What would be the maximum depth of excavation or dredging? _____ feet
viii. Will the excavation require blasting? ☐Yes ☐No
ix. Summarize site reclamation goals and plan: _____

b. Would the proposed action cause or result in alteration of, increase or decrease in size of, or encroachment into any existing wetland, waterbody, shoreline, beach or adjacent area? ☐Yes ☑No
If Yes:
i. Identify the wetland or waterbody which would be affected (by name, water index number, wetland map number or geographic description): _____

ii. Describe how the proposed action would affect that waterbody or wetland, e.g. excavation, fill, placement of structures, or alteration of channels, banks and shorelines. Indicate extent of activities, alterations and additions in square feet or acres: _____

iii. Will the proposed action cause or result in disturbance to bottom sediments? ☐Yes☐No
If Yes, describe: _____

iv. Will the proposed action cause or result in the destruction or removal of aquatic vegetation? ☐Yes☐No
If Yes:
- acres of aquatic vegetation proposed to be removed: _____
- expected acreage of aquatic vegetation remaining after project completion: _____
- purpose of proposed removal (e.g. beach clearing, invasive species control, boat access): _____
- proposed method of plant removal: _____
- if chemical/herbicide treatment will be used, specify product(s): _____

v. Describe any proposed reclamation/mitigation following disturbance: _____

c. Will the proposed action use, or create a new demand for water? ☑Yes☐No
If Yes:
i. Total anticipated water usage/demand per day: 2,000 gallons/day
ii. Will the proposed action obtain water from an existing public water supply? ☑Yes☐No
If Yes:
- Name of district or service area: Suez Westchester
- Does the existing public water supply have capacity to serve the proposal? ☑Yes☐No
- Is the project site in the existing district? ☑Yes☐No
- Is expansion of the district needed? ☐Yes☑No
- Do existing lines serve the project site? ☑Yes☐No

iii. Will line extension within an existing district be necessary to supply the project? ☐Yes☑No
If Yes:
- Describe extensions or capacity expansions proposed to serve this project: _____
- Source(s) of supply for the district: _____

iv. Is a new water supply district or service area proposed to be formed to serve the project site? ☐Yes☑No
If, Yes:
- Applicant/sponsor for new district: _____
- Date application submitted or anticipated: _____
- Proposed source(s) of supply for new district: _____

v. If a public water supply will not be used, describe plans to provide water supply for the project: _____

vi. If water supply will be from wells (public or private), what is the maximum pumping capacity: _____ gallons/minute.

d. Will the proposed action generate liquid wastes? ☑Yes☐No
If Yes:
i. Total anticipated liquid waste generation per day: 1,440 gallons/day
ii. Nature of liquid wastes to be generated (e.g., sanitary wastewater, industrial; if combination, describe all components and approximate volumes or proportions of each): _____
Sanitary Wastewater

iii. Will the proposed action use any existing public wastewater treatment facilities? ☑Yes☐No
If Yes:
- Name of wastewater treatment plant to be used: Yonkers Wastewater Treatment Facility
- Name of district: North Yonkers Sewer District
- Does the existing wastewater treatment plant have capacity to serve the project? ☑Yes☐No
- Is the project site in the existing district? ☑Yes☐No
- Is expansion of the district needed? ☐Yes☑No

ii. Describe how the proposed action would affect that waterbody or wetland, e.g. excavation, fill, placement of structures, or alteration of channels, banks and shorelines. Indicate extent of activities, alterations and additions in square feet or acres: _____

iii. Will the proposed action cause or result in disturbance to bottom sediments? ☐Yes ☐No
If Yes, describe: _____

iv. Will the proposed action cause or result in the destruction or removal of aquatic vegetation? ☐Yes ☐No
If Yes:
- acres of aquatic vegetation proposed to be removed: _____
- expected acreage of aquatic vegetation remaining after project completion: _____
- purpose of proposed removal (e.g. beach clearing, invasive species control, boat access): _____
- proposed method of plant removal: _____
- if chemical/herbicide treatment will be used, specify product(s): _____

v. Describe any proposed reclamation/mitigation following disturbance: _____

c. Will the proposed action use, or create a new demand for water? ☑Yes ☐No
If Yes:
i. Total anticipated water usage/demand per day: 2,000 gallons/day
ii. Will the proposed action obtain water from an existing public water supply? ☑Yes ☐No
If Yes:
- Name of district or service area: Suez Westchester
- Does the existing public water supply have capacity to serve the proposal? ☑Yes ☐No
- Is the project site in the existing district? ☑Yes ☐No
- Is expansion of the district needed? ☐Yes ☑No
- Do existing lines serve the project site? ☑Yes ☐No

iii. Will line extension within an existing district be necessary to supply the project? ☐Yes ☑No
If Yes:
- Describe extensions or capacity expansions proposed to serve this project: _____
- Source(s) of supply for the district: _____

iv. Is a new water supply district or service area proposed to be formed to serve the project site? ☐ Yes ☑No
If, Yes:
- Applicant/sponsor for new district: _____
- Date application submitted or anticipated: _____
- Proposed source(s) of supply for new district: _____

v. If a public water supply will not be used, describe plans to provide water supply for the project: _____

vi. If water supply will be from wells (public or private), what is the maximum pumping capacity: _____ gallons/minute.

d. Will the proposed action generate liquid wastes? ☑Yes ☐No
If Yes:
i. Total anticipated liquid waste generation per day: 1,440 gallons/day
ii. Nature of liquid wastes to be generated (e.g., sanitary wastewater, industrial; if combination, describe all components and approximate volumes or proportions of each): _____
Sanitary Wastewater

iii. Will the proposed action use any existing public wastewater treatment facilities? ☑Yes ☐No
If Yes:
- Name of wastewater treatment plant to be used: Yonkers Wastewater Treatment Facility
- Name of district: North Yonkers Sewer District
- Does the existing wastewater treatment plant have capacity to serve the project? ☑Yes ☐No
- Is the project site in the existing district? ☑Yes ☐No
- Is expansion of the district needed? ☐Yes ☑No

- Do existing sewer lines serve the project site? ☑Yes☐No
- Will a line extension within an existing district be necessary to serve the project? ☐Yes☑No

  If Yes:
  - Describe extensions or capacity expansions proposed to serve this project: _____

iv. Will a new wastewater (sewage) treatment district be formed to serve the project site? ☐Yes☑No

If Yes:
- Applicant/sponsor for new district: _____
- Date application submitted or anticipated: _____
- What is the receiving water for the wastewater discharge? _____

v. If public facilities will not be used, describe plans to provide wastewater treatment for the project, including specifying proposed receiving water (name and classification if surface discharge or describe subsurface disposal plans):

vi. Describe any plans or designs to capture, recycle or reuse liquid waste: _____

e. Will the proposed action disturb more than one acre and create stormwater runoff, either from new point sources (i.e. ditches, pipes, swales, curbs, gutters or other concentrated flows of stormwater) or non-point source (i.e. sheet flow) during construction or post construction? ☑Yes☐No

If Yes:

i. How much impervious surface will the project create in relation to total size of project parcel?

_____ Square feet or 0.38 acres (impervious surface)

_____ Square feet or 90.01 acres (parcel size)

ii. Describe types of new point sources. 1 point source will be created from the outlet control structure, coming from the underground stormwater system.

iii. Where will the stormwater runoff be directed (i.e. on-site stormwater management facility/structures, adjacent properties, groundwater, on-site surface water or off-site surface waters)?

Stormwater runoff will be directed into the stormwater management system, including underground storage and bioretention areas.

- If to surface waters, identify receiving water bodies or wetlands: _____
- Will stormwater runoff flow to adjacent properties? ☐Yes☐No

iv. Does the proposed plan minimize impervious surfaces, use pervious materials or collect and re-use stormwater? ☑Yes☐No

f. Does the proposed action include, or will it use on-site, one or more sources of air emissions, including fuel combustion, waste incineration, or other processes or operations? ☐Yes☑No

If Yes, identify:

i. Mobile sources during project operations (e.g., heavy equipment, fleet or delivery vehicles)

ii. Stationary sources during construction (e.g., power generation, structural heating, batch plant, crushers)

iii. Stationary sources during operations (e.g., process emissions, large boilers, electric generation)

g. Will any air emission sources named in D.2.f (above), require a NY State Air Registration, Air Facility Permit, or Federal Clean Air Act Title IV or Title V Permit? ☐Yes☑No

If Yes:

i. Is the project site located in an Air quality non-attainment area? (Area routinely or periodically fails to meet ambient air quality standards for all or some parts of the year) ☐Yes☑No

ii. In addition to emissions as calculated in the application, the project will generate:
- _____Tons/year (short tons) of Carbon Dioxide (CO_2)
- _____Tons/year (short tons) of Nitrous Oxide (N_2O)
- _____Tons/year (short tons) of Perfluorocarbons (PFCs)
- _____Tons/year (short tons) of Sulfur Hexafluoride (SF_6)
- _____Tons/year (short tons) of Carbon Dioxide equivalent of Hydroflourocarbons (HFCs)
- _____Tons/year (short tons) of Hazardous Air Pollutants (HAPs)

h. Will the proposed action generate or emit methane (including, but not limited to, sewage treatment plants, landfills, composting facilities)? ☐Yes ☑No

If Yes:

i. Estimate methane generation in tons/year (metric): _____

ii. Describe any methane capture, control or elimination measures included in project design (e.g., combustion to generate heat or electricity, flaring): _____

i. Will the proposed action result in the release of air pollutants from open-air operations or processes, such as quarry or landfill operations? ☐Yes ☑No

If Yes: Describe operations and nature of emissions (e.g., diesel exhaust, rock particulates/dust):

j. Will the proposed action result in a substantial increase in traffic above present levels or generate substantial new demand for transportation facilities or services? ☐Yes ☑No

If Yes:

i. When is the peak traffic expected (Check all that apply): ☐Morning ☐Evening ☐Weekend ☐Randomly between hours of _____ to _____.

ii. For commercial activities only, projected number of truck trips/day and type (e.g., semi trailers and dump trucks): _____

iii. Parking spaces: Existing _____ Proposed _____ Net increase/decrease _____

iv. Does the proposed action include any shared use parking? ☐Yes ☐No

v. If the proposed action includes any modification of existing roads, creation of new roads or change in existing access, describe:

vi. Are public/private transportation service(s) or facilities available within ½ mile of the proposed site? ☑Yes ☐No

vii Will the proposed action include access to public transportation or accommodations for use of hybrid, electric or other alternative fueled vehicles? ☐Yes ☑No

viii. Will the proposed action include plans for pedestrian or bicycle accommodations for connections to existing pedestrian or bicycle routes? ☐Yes ☑No

k. Will the proposed action (for commercial or industrial projects only) generate new or additional demand for energy? ☑Yes ☐No

If Yes:

i. Estimate annual electricity demand during operation of the proposed action: _____

Estimated demand of 914A at 208V 3 phase (329kVA) based on NEC 220-88 Part IV School Load Calculation.

ii. Anticipated sources/suppliers of electricity for the project (e.g., on-site combustion, on-site renewable, via grid/local utility, or other):

1. Local utility: Con Edison, estimated at 1200A service at 208V 3 phase. 2. 80kw 208V 3 phase diesel generator for back up of required emergency loads.

iii. Will the proposed action require a new, or an upgrade, to an existing substation? ☑Yes ☐No

500 kVA 208Y/120V 3 phase pad-mounted utility transformer will be required.

l. Hours of operation. Answer all items which apply.

i. During Construction: (Per Village Code Article III)

- Monday - Friday: 7:30 A.M.-6:30 P.M.
- Saturday: 7:30 A.M.-6:30 P.M.
- Sunday: None
- Holidays: None (Holidays Listed by Village)

ii. During Operations:

- Monday - Friday: 8:00 A.M-6:00 P.M.
- Saturday: 10:00 A.M.-5:00 P.M.
- Sunday: 10:00 A.M.-5:00 P.M
- Holidays: Closed

m. Will the proposed action produce noise that will exceed existing ambient noise levels during construction, operation, or both? ☑Yes ☐No

If yes:

i. Provide details including sources, time of day and duration:

During construction, periodic construction noise. Time and duration to comply with Village Code.

ii. Will the proposed action remove existing natural barriers that could act as a noise barrier or screen? ☐Yes ☑No

Describe: _____

n. Will the proposed action have outdoor lighting? ☑Yes ☐No

If yes:

i. Describe source(s), location(s), height of fixture(s), direction/aim, and proximity to nearest occupied structures:

Type XA bollards are 36" tall with a full cut off 360 degree distribution used to light pathways, stairs, and landscape. Type XB is a 12' tall pole with (3) fully shielded downward facing floodlights used to light courtyards. Both fixtures are rated on the IEC site rending form 6-60 feet from the building.

ii. Will proposed action remove existing natural barriers that could act as a light barrier or screen? ☐Yes ☑No

Describe: _____

o. Does the proposed action have the potential to produce odors for more than one hour per day? ☐Yes ☐No

If Yes, describe possible sources, potential frequency and duration of odor emissions, and proximity to nearest occupied structures: _____

p. Will the proposed action include any bulk storage of petroleum (combined capacity of over 1,100 gallons) or chemical products 185 gallons in above ground storage or any amount in underground storage? ☐Yes ☑No

If Yes:

i. Product(s) to be stored _____

ii. Volume(s) _____ per unit time _____ (e.g., month, year)

iii. Generally, describe the proposed storage facilities: _____

q. Will the proposed action (commercial, industrial and recreational projects only) use pesticides (i.e., herbicides, insecticides) during construction or operation? ☐Yes ☑No

If Yes:

i. Describe proposed treatment(s):

ii. Will the proposed action use Integrated Pest Management Practices? ☑ Yes ☐No

r. Will the proposed action (commercial or industrial projects only) involve or require the management or disposal of solid waste (excluding hazardous materials)? ☑ Yes ☐No

If Yes:

i. Describe any solid waste(s) to be generated during construction or operation of the facility:

- Construction: Approx. 15 tons per Month (unit of time)
- Operation : Approx. 1 tons per Month (unit of time)

ii. Describe any proposals for on-site minimization, recycling or reuse of materials to avoid disposal as solid waste:

- Construction: One dumpster will be utilized for construction waste to avoid commingling. 120 tons of construction waste will be recycled.
- Operation: Waste and recycling bins are in every space (small bins), and hallways (larger bins). The only exception is the bathrooms, which will have bins just for paper tower waste.

iii. Proposed disposal methods/facilities for solid waste generated on-site:

- Construction: Unrecyclable waste will be carted to nearest landfill via trash haulers.
- Operation: Custodial staff collect all waste/recycling and put them in the appropriate outdoor bins daily. Bins are picked up a few times a week by vendor and emptied.

s. Does the proposed action include construction or modification of a solid waste management facility? ☐ Yes ☑ No

If Yes:

i. Type of management or handling of waste proposed for the site (e.g., recycling or transfer station, composting, landfill, or other disposal activities): _____

ii. Anticipated rate of disposal/processing:

- _____ Tons/month, if transfer or other non-combustion/thermal treatment, or
- _____ Tons/hour, if combustion or thermal treatment

iii. If landfill, anticipated site life: _____ years

t. Will the proposed action at the site involve the commercial generation, treatment, storage, or disposal of hazardous waste? ☐ Yes ☑ No

If Yes:

i. Name(s) of all hazardous wastes or constituents to be generated, handled or managed at facility: _____

ii. Generally describe processes or activities involving hazardous wastes or constituents: _____

iii. Specify amount to be handled or generated _____ tons/month

iv. Describe any proposals for on-site minimization, recycling or reuse of hazardous constituents: _____

v. Will any hazardous wastes be disposed at an existing offsite hazardous waste facility? ☐ Yes ☐ No

If Yes: provide name and location of facility: _____

If No: describe proposed management of any hazardous wastes which will not be sent to a hazardous waste facility: _____

E. Site and Setting of Proposed Action

E.1. Land uses on and surrounding the project site

a. Existing land uses.

i. Check all uses that occur on, adjoining and near the project site.

☐ Urban ☐ Industrial ☑ Commercial ☑ Residential (suburban) ☐ Rural (non-farm)
☐ Forest ☐ Agriculture ☐ Aquatic ☑ Other (specify): Institutional/Academic

ii. If mix of uses, generally describe:

The Masters School site is currently improved with educational buildings, dormitories, and related school improvements.

b. Land uses and covertypes on the project site.

Land use or Covertype	Current Acreage	Acreage After Project Completion	Change (Acres +/-)
• Roads, buildings, and other paved or impervious surfaces	0	0.20	+0.20
• Forested			
• Meadows, grasslands or brushlands (non-agricultural, including abandoned agricultural)	0.90	0.70	-0.20
• Agricultural (includes active orchards, field, greenhouse etc.)			
• Surface water features (lakes, ponds, streams, rivers, etc.)			
• Wetlands (freshwater or tidal)			
• Non-vegetated (bare rock, earth or fill)			
• Other Describe: _____			

c. Is the project site presently used by members of the community for public recreation? ☐Yes ☑No
i. If Yes: explain: _____

d. Are there any facilities serving children, the elderly, people with disabilities (e.g., schools, hospitals, licensed day care centers, or group homes) within 1500 feet of the project site? ☑Yes ☐No
If Yes,
i. Identify Facilities:
The Project Sponsor, The Masters School

e. Does the project site contain an existing dam? ☐Yes ☑No
If Yes:
i. Dimensions of the dam and impoundment:
- Dam height: _____ feet
- Dam length: _____ feet
- Surface area: _____ acres
- Volume impounded: _____ gallons OR acre-feet

ii. Dam's existing hazard classification: _____
iii. Provide date and summarize results of last inspection: _____

f. Has the project site ever been used as a municipal, commercial or industrial solid waste management facility, or does the project site adjoin property which is now, or was at one time, used as a solid waste management facility? ☐Yes ☑No
If Yes:
i. Has the facility been formally closed? ☐Yes ☐ No
- If yes, cite sources/documentation: _____

ii. Describe the location of the project site relative to the boundaries of the solid waste management facility: _____
iii. Describe any development constraints due to the prior solid waste activities: _____

g. Have hazardous wastes been generated, treated and/or disposed of at the site, or does the project site adjoin property which is now or was at one time used to commercially treat, store and/or dispose of hazardous waste? ☐Yes ☑No
If Yes:
i. Describe waste(s) handled and waste management activities, including approximate time when activities occurred: _____

h. Potential contamination history. Has there been a reported spill at the proposed project site, or have any remedial actions been conducted at or adjacent to the proposed site? ☑Yes ☐ No
If Yes:
i. Is any portion of the site listed on the NYSDEC Spills Incidents database or Environmental Site Remediation database? Check all that apply: ☑Yes ☐No
- ☑ Yes – Spills Incidents database — Provide DEC ID number(s): 1003267 (Spill Closed 05/20/11)
- ☐ Yes – Environmental Site Remediation database — Provide DEC ID number(s): _____
- ☐ Neither database

ii. If site has been subject of RCRA corrective activities, describe control measures: _____
iii. Is the project within 2000 feet of any site in the NYSDEC Environmental Site Remediation database? ☐Yes ☑No
If yes, provide DEC ID number(s): _____
iv. If yes to (i), (ii) or (iii) above, describe current status of site(s): _____

v. Is the project site subject to an institutional control limiting property uses? ☐Yes ☑No

- If yes, DEC site ID number: _____
- Describe the type of institutional control (e.g., deed restriction or easement): _____
- Describe any use limitations: _____
- Describe any engineering controls: _____
- Will the project affect the institutional or engineering controls in place? ☐Yes ☐No
- Explain: _____

E.2. Natural Resources On or Near Project Site

a. What is the average depth to bedrock on the project site? Unknown Depth >30 feet

b. Are there bedrock outcroppings on the project site? ☐Yes ☑No
If Yes, what proportion of the site is comprised of bedrock outcroppings? _____%

c. Predominant soil type(s) present on project site: PB Paxton fine sandy loam 100 %
_____ %
_____ %

d. What is the average depth to the water table on the project site? Average: _____ feet

e. Drainage status of project site soils: ☐ Well Drained: ____% of site
☑ Moderately Well Drained: 100 % of site
☐ Poorly Drained ____% of site

f. Approximate proportion of proposed action site with slopes: ☑ 0-10%: 79 % of site
☐ 10-15%: ____% of site
☑ 15% or greater: 21 % of site

g. Are there any unique geologic features on the project site? ☐ ☑
If Yes, describe: _____

h. Surface water features.

i. Does any portion of the project site contain wetlands or other waterbodies (including streams, rivers, ponds or lakes)? ☐Yes ☑No

ii. Do any wetlands or other waterbodies adjoin the project site? ☐Yes ☑No

If Yes to either *i* or *ii*, continue. If No, skip to E.2.i.

iii. Are any of the wetlands or waterbodies within or adjoining the project site regulated by any federal, state or local agency? ☐Yes ☑No

iv. For each identified regulated wetland and waterbody on the project site, provide the following information:

- Streams: Name _____ Classification _____
- Lakes or Ponds: Name _____ Classification _____
- Wetlands: Name _____ Approximate Size _____
- Wetland No. (if regulated by DEC) _____

v. Are any of the above water bodies listed in the most recent compilation of NYS water quality-impaired waterbodies? ☐Yes ☑No

If yes, name of impaired water body/bodies and basis for listing as impaired: _____

i. Is the project site in a designated Floodway? ☐Yes ☑No

j. Is the project site in the 100-year Floodplain? ☐Yes ☑No

k. Is the project site in the 500-year Floodplain? ☐Yes ☑No

l. Is the project site located over, or immediately adjoining, a primary, principal or sole source aquifer? ☐Yes ☑No
If Yes:

i. Name of aquifer: _____

m. Identify the predominant wildlife species that occupy or use the project site: _____

n. Does the project site contain a designated significant natural community? ☐Yes ☑No

If Yes:

i. Describe the habitat/community (composition, function, and basis for designation): _____

ii. Source(s) of description or evaluation: _____

iii. Extent of community/habitat:

- Currently: _____ acres
- Following completion of project as proposed: _____ acres
- Gain or loss (indicate + or -): _____ acres

o. Does project site contain any species of plant or animal that is listed by the federal government or NYS as endangered or threatened, or does it contain any areas identified as habitat for an endangered or threatened species? X Yes __ No

If Yes:

i. Species and listing (endangered or threatened): _____

Atlantic Sturgeon, Shortnose Sturgeon (both endangered) (listed by EAF Mapper as site is in the Hudson River estuary)

p. Does the project site contain any species of plant or animal that is listed by NYS as rare, or as a species of special concern? ☐Yes ☑No

If Yes:

i. Species and listing: _____

q. Is the project site or adjoining area currently used for hunting, trapping, fishing or shell fishing? ☐Yes ☑No

If yes, give a brief description of how the proposed action may affect that use: _____

E.3. Designated Public Resources On or Near Project Site

a. Is the project site, or any portion of it, located in a designated agricultural district certified pursuant to Agriculture and Markets Law, Article 25-AA, Section 303 and 304? ☐Yes ☑No

If Yes, provide county plus district name/number: _____

b. Are agricultural lands consisting of highly productive soils present? ☐Yes ☑No

i. If Yes: acreage(s) on project site? _____

ii. Source(s) of soil rating(s): _____

c. Does the project site contain all or part of, or is it substantially contiguous to, a registered National Natural Landmark? ☐Yes ☑No

If Yes:

i. Nature of the natural landmark: ☐ Biological Community ☐ Geological Feature

ii. Provide brief description of landmark, including values behind designation and approximate size/extent: _____

d. Is the project site located in or does it adjoin a state listed Critical Environmental Area? ☐Yes ☑No

If Yes:

i. CEA name: _____

ii. Basis for designation: _____

iii. Designating agency and date: _____

e. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places? ☑ Yes ☐ No

If Yes:

i. Nature of historic/archaeological resource: ☐ Archaeological Site ☑ Historic Building or District

ii. Name: Estherwood and Carriage House plus surrounding land (approx. 10 acres)

iii. Brief description of attributes on which listing is based:

Mansion the only chateauesque-styled building in County and remains unaltered since construction. Carriage House represents Queen Anne style.

f. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory? ☑ Yes ☐ No

g. Have additional archaeological or historic site(s) or resources been identified on the project site? ☐ Yes ☑ No

If Yes:

i. Describe possible resource(s): _____

ii. Basis for identification: _____

h. Is the project site within fives miles of any officially designated and publicly accessible federal, state, or local scenic or aesthetic resource? ☑ Yes ☐ No

If Yes:

i. Identify resource: Old Croton Aqueduct Trail

ii. Nature of, or basis for, designation (e.g., established highway overlook, state or local park, state historic trail or scenic byway, etc.): _____

iii. Distance between project and resource: _____ miles.

i. Is the project site located within a designated river corridor under the Wild, Scenic and Recreational Rivers Program 6 NYCRR 666? ☐ Yes ☑ No

If Yes:

i. Identify the name of the river and its designation: _____

ii. Is the activity consistent with development restrictions contained in 6NYCRR Part 666? ☐ Yes ☐ No

F. Additional Information

Attach any additional information which may be needed to clarify your project.

If you have identified any adverse impacts which could be associated with your proposal, please describe those impacts plus any measures which you propose to avoid or minimize them.

G. Verification

I certify that the information provided is true to the best of my knowledge.

Applicant/Sponsor Name Gonzalo Trenosky, PE LEED AP Date 2/16/2021

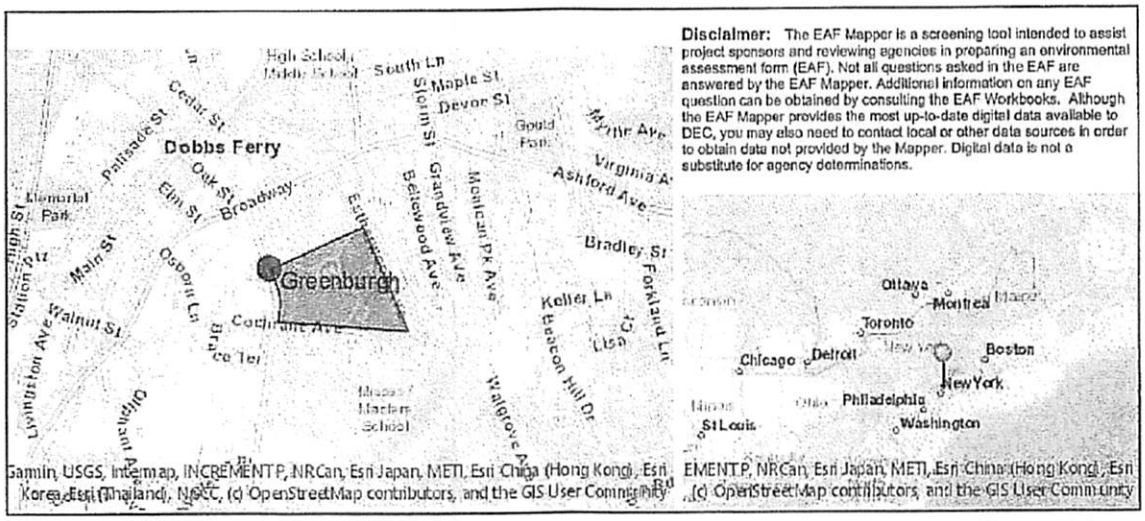
Signature _____ Title Associate Engineer

Gonzalo Trenosky, PE LEED AP
for The Masters School

PRINT FORM

EAF Mapper Summary Report

Wednesday, February 10, 2021 12:59 PM



Disclaimer: The EAF Mapper is a screening tool intended to assist project sponsors and reviewing agencies in preparing an environmental assessment form (EAF). Not all questions asked in the EAF are answered by the EAF Mapper. Additional information on any EAF question can be obtained by consulting the EAF Workbooks. Although the EAF Mapper provides the most up-to-date digital data available to DEC, you may also need to contact local or other data sources in order to obtain data not provided by the Mapper. Digital data is not a substitute for agency determinations.

B.i.i [Coastal or Waterfront Area]	Yes
B.i.ii [Local Waterfront Revitalization Area]	Yes
C.2.b. [Special Planning District]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h [DEC Spills or Remediation Site - Potential Contamination History]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.i [DEC Spills or Remediation Site - Listed]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.i [DEC Spills or Remediation Site - Environmental Site Remediation Database]	Digital mapping data are not available or are incomplete. Refer to EAF Workbook.
E.1.h.iii [Within 2,000' of DEC Remediation Site]	No
E.2.g [Unique Geologic Features]	No
E.2.h.i [Surface Water Features]	No
E.2.h.ii [Surface Water Features]	No
E.2.h.iii [Surface Water Features]	No
E.2.h.v [Impaired Water Bodies]	No
E.2.i. [Floodway]	No
E.2.j. [100 Year Floodplain]	No
E.2.k. [500 Year Floodplain]	No
E.2.l. [Aquifers]	No
E.2.n. [Natural Communities]	No
E.2.o. [Endangered or Threatened Species]	Yes
E.2.o. [Endangered or Threatened Species - Name]	Atlantic Sturgeon, Shortnose Sturgeon

E.2.p. [Rare Plants or Animals]	No
E.3.a. [Agricultural District]	No
E.3.c. [National Natural Landmark]	No
E.3.d [Critical Environmental Area]	No
E.3.e. [National or State Register of Historic Places or State Eligible Sites]	Yes - Digital mapping data for archaeological site boundaries are not available. Refer to EAF Workbook.
E.3.e.ii [National or State Register of Historic Places or State Eligible Sites - Name]	Estherwood and Carriage House
E.3.f. [Archeological Sites]	Yes
E.3.i. [Designated River Corridor]	No

MFS Engineers & Surveyors sent the following memorandum and attachments dated April 6, 2021 to the Board of Trustees:

mfsengineers.com

Memorandum

MFS ENGINEERS & SURVEYORS

TO: Village of Dobbs Ferry Board of Trustees

CC: Marvel, Zarin & Steinmetz

DATE: 6 April 2021

RE: Stormwater Memorandum (Preliminary)
Innovation & Entrepreneurship Center
Masters School
Dobbs Ferry, NY
MFS Project No.: 1120062

In support of the Village's review of Site Plan documentation for the proposed Innovation & Entrepreneurship Center (IEC) at Masters School, Dobbs Ferry, NY, this Stormwater Memorandum is intended to describe proposed stormwater management features for the Project.

As shown on enclosed Drawing SK-1, existing drainage patterns convey a tributary area of between 0.83 and approximately 1.0 acres to the new building area, and is graded to generally split drainage between two drainage areas. One portion of drainage drains overland towards the Carriage House and ultimately into the wooded area east of the House. The other drains overland to a catch basin in the parking area just north of the Middle School, ultimately being conveyed via pipes to precast drywells in the adjacent lawn.

The total area of disturbance for the Project will exceed 1 acre because of additional areas of work in support of the new building. This additional work includes realignment of the adjacent softball field, which is proposed to be pivoted about the pitcher's mound by several degrees to shift the first-baseline and right field away from the new building; this area (approx. ¼ ac.) will be restored in its new alignment to existing conditions, with no addition of impervious area. Additional consideration has been made for the installation of geothermal wells to support sustainable MEP systems and, if implemented, the construction of this system will involve additional disturbances (approx. ¾ ac.)

New Jersey
2780 Hamilton Blvd.
South Plainfield, NJ 07080
Phone 908 922 4622
Fax 866 517 7413

New York
320 Fifth Avenue Suite 1102
New York, NY 10001
Phone 212 943 6576
Fax 866 517 7413

Puerto Rico
103 C/Isabel Andreu de Aguilar, Suite 3
San Juan, PR 00918
Phone 787 765 2584
Fax 787 765 3691

that will be restored to existing conditions with no addition of impervious area.

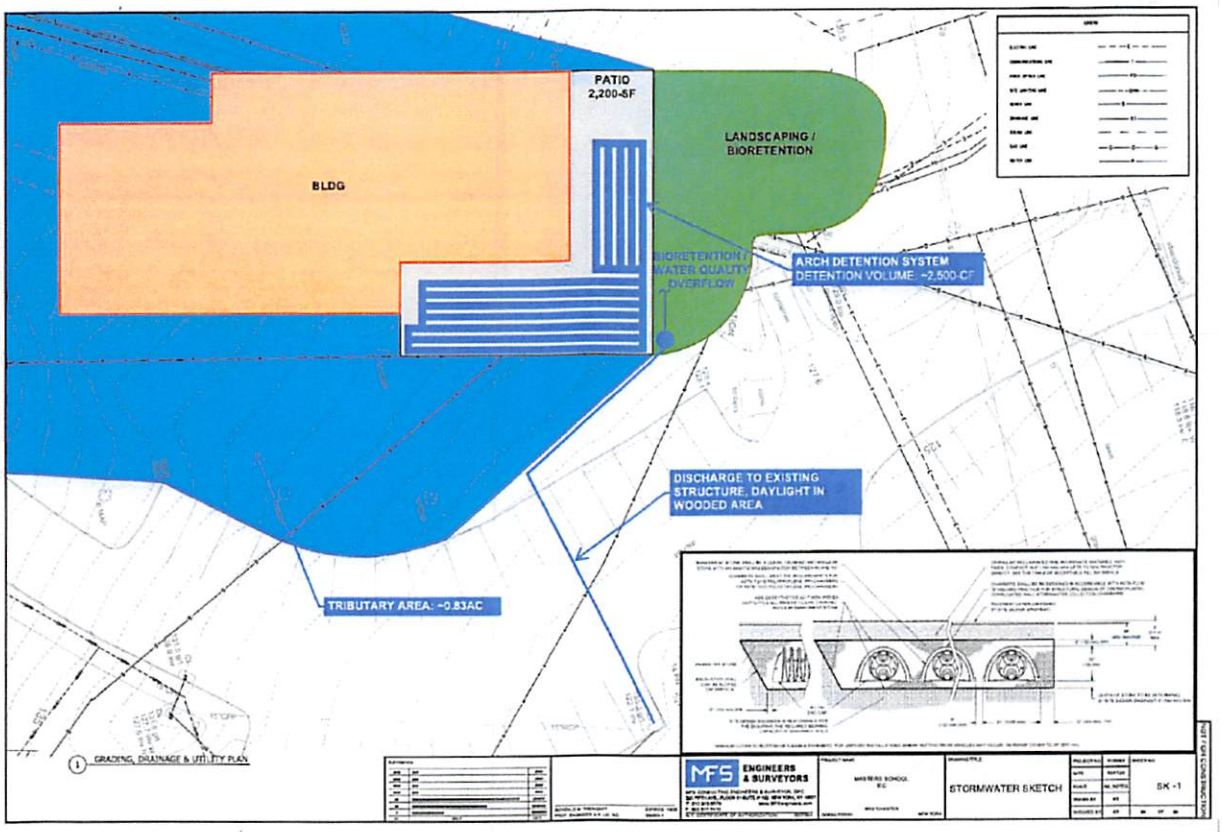
Proposed upgrades around the proposed IEC include landscaping, pathways, ADA-accessible parking, and regrading. The introduction of new impervious area brings with it the need to further study stormwater flow patterns to ensure that the post-construction runoff quality and rates are less than or equal to those of the pre-construction condition. Based on a modeled study of the existing conditions and the NYS DEC requirements for stormwater analysis, the proposed improvements at the site will result in a net increase in peak discharge rates and therefore requires the introduction of stormwater detention features.

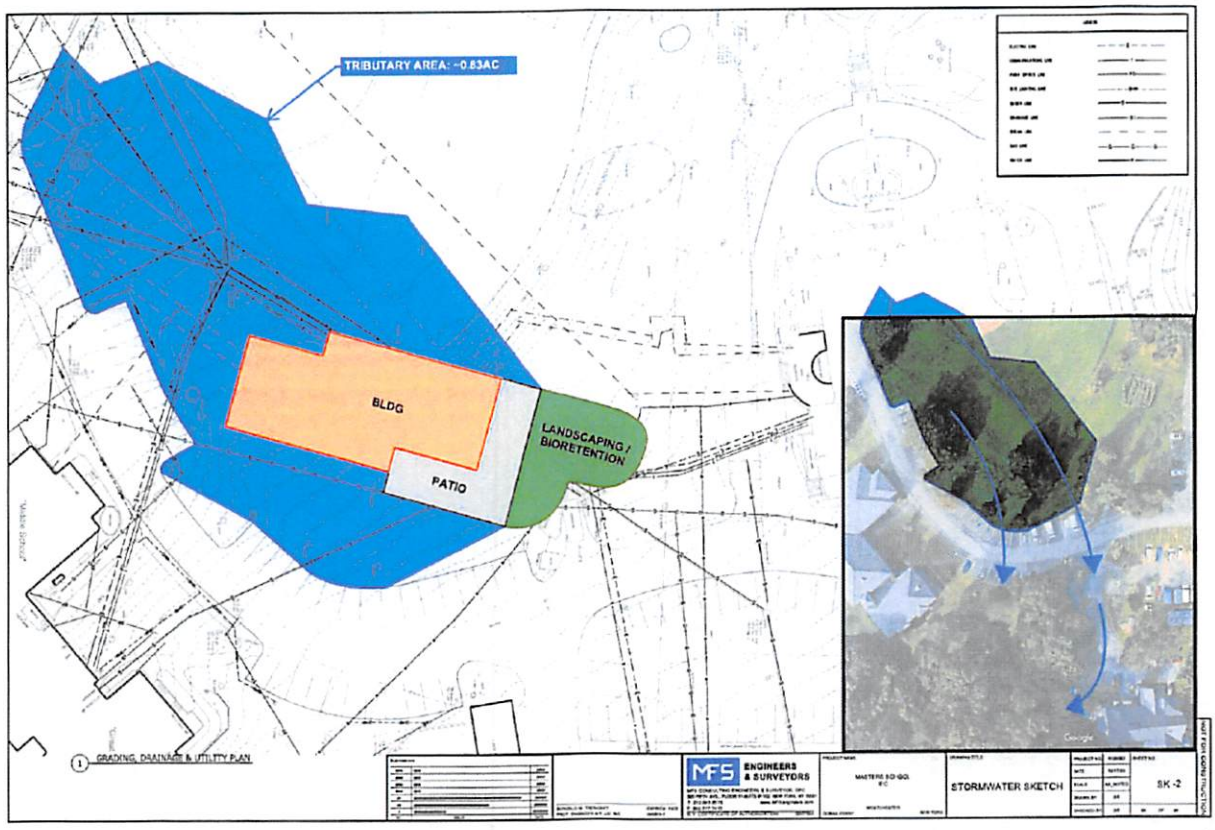
The NYS DEC requires both water quality and quantity considerations when designing new impervious area. As shown on enclosed Drawing SK-2, this Project proposes to address water quality via a bioretention system that is integrated into the site landscaping. Stormwater from the site hardscape – which generally collects the most pollutants – will be collected and conveyed to this system via site grading and/or drains where it will be slowly filtered through engineered media and infiltrated to the extent possible. Preliminary infiltration tests at the location of bioretention show the soil to be favorable to infiltration, refer to Appendix A.

Drainage from the roof, and overflow from the bioretention system, will be conveyed to a subsurface detention system located beneath the site patio. This system, comprised of open-bottom HDPE arch sections within a gravel bed, will store up to 2,500 cubic feet of stormwater while releasing it via a controlled-flow outlet at rates less than or equal to pre-construction conditions. A stormwater pipe from the outlet control structure (O.C.S) will be connected to the existing on-site, campus-maintained catch basin – which presently captures flow from the site– located just north of the Middle School.

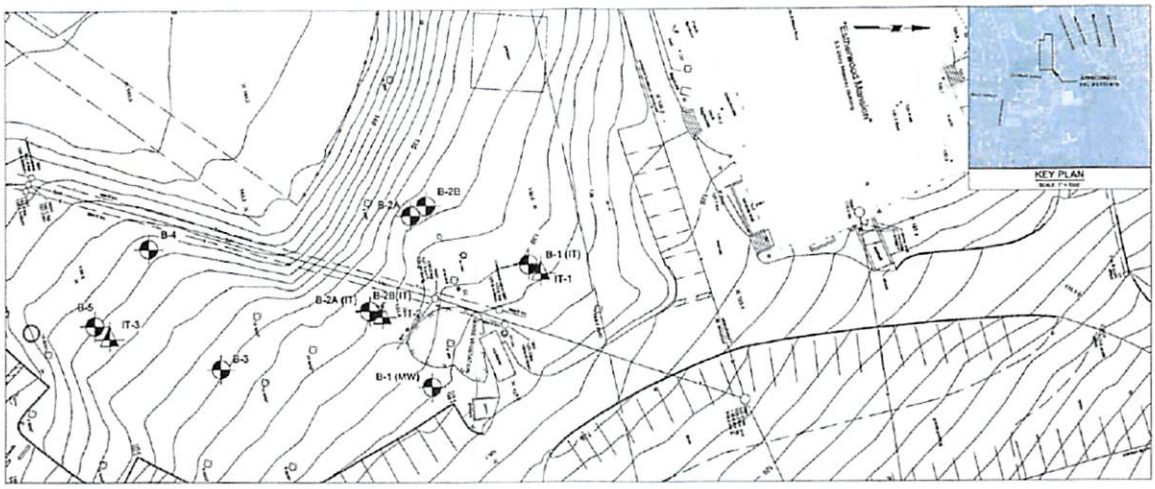
As the design of the Project and site develops, we look forward to continuing to work with the Village and its engineering consultant to further coordinate this stormwater design and provide additional requested information. Ultimately, a full SWPPP will be prepared for the Project, and coverage will be obtained under the SPDES General Permit for Stormwater Discharges from Construction Activity (Permit No. GP-0-20-001).

MFS


PATIO
2,200-SF
LANDSCAPING /
BIORETENTION
BLDG
ARCH DETENTION SYSTEM
DETENTION VOLUME ~2,500-CF
DISCHARGE TO EXISTING
STRUCTURE, DAYLIGHT IN
WOODED AREA
TRIBUTARY AREA: ~0.83AC
GRADING, DRAINAGE & UTILITY PLAN
ENGINEERS
& SURVEYORS
STORMWATER SKETCH
SK -1


TRIBUTARY AREA: ~0.83AC
BLDG
PATIO
LANDSCAPING / BIORETENTION
GRADING, DRAINAGE & UTILITY PLAN
MFS
ENGINEERS & SURVEYORS
STORMWATER SKETCH
SK-2

APPENDIX A
MFS Infiltration Test Logs



1 AS-DRILLED SUBSURFACE INVESTIGATION LOCATION PLAN

Scale: 1" = 30'

NOTE:

1. ALL AS-DRILLED BORING, INFILTRAITON TEST, AND MONITORING WELL LOCATIONS REFERENCE THE FIELD SUBSURFACE INVESTIGATION COMPLETED BY MFS CONSTRUCTION, LLC UNDER THE FULL TIME ENGINEERING INSPECTION OF MFS CONSULTING ENGINEERS AND SURVEYOR, DPC FROM 28 DECEMBER 2020 TO 6 JANUARY 2021.
2. THE PARTIAL BACKGROUND SURVEY USED FOR THIS PLAN WAS OBTAINED FROM THE "TOPOGRAPHIC MAP OF THE DEVELOPED PORTION OF THE MASTERS SCHOOL" DATED 9 JANUARY 2017 PROVIDED IN AUTOCAD FORMAT WHICH IS BASED UPON PHOTOGRAMMETRIC MAPPING PREPARED BY GEOMAPS INTERNATIONAL, INC. USING AERIAL PHOTOGRAPHY TAKEN IN APRIL 2008 WITH SUPPLEMENTAL FIELD MEASUREMENTS COMPLETED BETWEEN 4 OCTOBER AND 31 DECEMBER 2016 COMBINED WITH MAPPING OF PORTIONS OF THE CAMPUS PREVIOUSLY PREPARED BY KENNETH B. SALZMANN, LAND SURVEYOR.
3. ALL AS-DRILLED BORING, MONITORING WELL, AND INFILTRATION TEST LOCATIONS WERE MEASURED IN THE FIELD AT THE TIME OF COMPLETION FROM FIXED OBJECTS AT THE PROJECT SITE AND THE RESPECTIVE LOCATIONS SHALL BE CONSIDERED APPROXIMATE.
4. ALL ELEVATIONS REFERENCED HEREIN ARE BASED ON THE MASTERS SCHOOL DATUM.

LEGEND

B-#/B-#(IT) AS-DRILLED BORING LOCATION

B-# (MW) MONITORING WELL LOCATION

IT-# INFILTRATION TEST LOCATION

MFS ENGINEERS & SURVEYORS

THE MASTERS SCHOOL
INNOVATION AND ENTREPRENEURSHIP CENTER

AS-DRILLED SUBSURFACE INVESTIGATION LOCATION PLAN

FIG. 2

MFS Consulting Engineers and Surveyor, DPC

IT ID No. IT- 1
Sheet 1 of 1

Prepared for: Marvel Architects, PLLC	PROJECT: Masters School - Innovation and Entrepreneurship Center LOCATION / BOROUGH: Dobbs Ferry, NY

INSPECTOR:	Gilbert Del Orbe	DRILLER:	Danny Ninevski	Start Date:	12/31/2020	Weather:	41°F / Light Rain
CONTRACTOR:	MFS Construction, LLC	HELPER:	Tom Feaser	Start Time:	9:00 AM		
P.E./REP.:	Michael Mudalel, PE						

Depth of IT:	8 ft	Drill Bit Type:	3-7/8" TCRB	Weight of Hammer for casing:	140 lbs
Rig Type:	CME 45B	Casing Internal Diameter:	4 in	Type of Hammer:	Auto
		Casing Length:	126 in		

ASTM D-6391 – 11
PERMEABILITY COEFFICIENT (Km) FORMULA:

General Formula:

$$K_m = \pi R_t \times \frac{\left[D\left\{Ln\left(\frac{h_1}{h_2}\right)\right\}\right]}{11 \times (t_2 - t_1)}$$

where: $R_t = {2.2902(0.9842^T)}/{T^{0.1702}}$

Formula for 4" internal diameter casing (in/hr):

$$K_m = 1.142 R_t \times \frac{\left[Ln\left(\frac{h_1}{h_2}\right)\right]}{(t_2 - t_1)}$$

IT-1 @ 8 ft

TEST 1

Water temperature (°C), T: 8.2 Rt= 1.40

FIELD DATA		CALCULATED DATA			
Time (min)	Depth (in)	Height (in)	Ln (H/Ho)	(t_1-t_2)	*Kv (in/hr)
10	12.000	114.000	0.100	0.167	0.9637
20	22.500	103.500	0.197	0.167	0.9304
30	29.000	97.000	0.262	0.167	0.6246
40	34.000	92.000	0.314	0.167	0.5096
60	44.500	81.500	0.436	0.333	0.5835

TEST 2

Water temperature (°C), T: 7.6 Rt= 1.44

FIELD DATA		CALCULATED DATA			
Time (min)	Depth (in)	Height (in)	Ln (H/Ho)	(t_1-t_2)	*Kv (in/hr)
10	14.000	112.000	0.118	0.167	1.1600
20	22.875	103.125	0.200	0.167	0.8130
30	29.000	97.000	0.262	0.167	0.6030
40	34.375	91.625	0.319	0.167	0.5614
60	43.625	82.375	0.425	0.333	0.5240

TEST 3

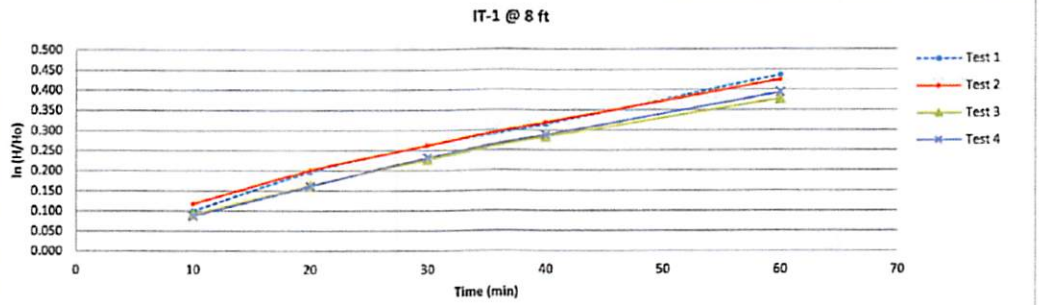
Water temperature (°C), T: 7.5 Rt= 1.44

FIELD DATA		CALCULATED DATA			
Time (min)	Depth (in)	Height (in)	Ln (H/Ho)	(t_1-t_2)	*Kv (in/hr)
10	11.000	115.000	0.091	0.167	0.9031
20	19.000	107.000	0.163	0.167	0.7128
30	25.500	100.500	0.226	0.167	0.6196
40	31.000	95.000	0.282	0.167	0.5564
60	39.625	86.375	0.378	0.333	0.4705

TEST 4

Water temperature (°C), T: 7.4 Rt= 1.45

FIELD DATA		CALCULATED DATA			
Time (min)	Depth (in)	Height (in)	Ln (H/Ho)	(t_1-t_2)	*Kv (in/hr)
10	10.500	115.500	0.087	0.167	0.8636
20	18.750	107.250	0.161	0.167	0.7355
30	26.063	99.937	0.232	0.167	0.7009
40	31.500	94.500	0.288	0.167	0.5552
60	40.938	85.063	0.393	0.333	0.5221



TEST 1 FINAL RESULTS		TEST 2 FINAL RESULTS	
Time Weighted Average Permeability Coefficient	Km= 0.6992 in/hr	Time Weighted Average Permeability Coefficient	Km= 0.6976 in/hr
TEST 3 FINAL RESULTS		**TEST 4 FINAL RESULTS**	
Time Weighted Average Permeability Coefficient	Km= 0.6221 in/hr	Time Weighted Average Permeability Coefficient	Km= 0.6499 in/hr

AVERAGE IT-1 @ 8 ft		
Time Weighted Average Permeability Coefficient	Km= 0.6672	in/hr

Inspectors Remarks:

24 hour pre-soak started 12/30/2020 at 9:00 AM once the temperature was above freeze point. (Note that the temperature did not drop below freezing point during the pre-soak period)

DEFINITION OF VARIABLES

*Km= Mean permeability
T = Temperature of permeant (water), in °C
Ln = Natural Logarithmic
t1 = Time at the start of the test in the same units selected for Km
Rt = Ratio of viscosity of water at test temperature to the viscositye of water at 20°C
t2= Time at the end of the test in the units selected for Km
h1= Height of the water above the bottom of the casing at the start of the test in the same units selected for Km
h2= Height of the water above the bottom of the casing at the end of the test in the same units selected for Km

MFS Consulting Engineers and Surveyor, DPC

IT ID No. IT- 2
Sheet 1 of 1

Prepared for: Marvel Architects, PLLC

PROJECT: Masters School - Innovation and Entrepreneurship Center
LOCATION / BOROUGH : Dobbs Ferry, NY

INSPECTOR:	Gilbert Del Orbe	DRILLER:	Danny Ninevski	Start Date:	12/31/2020	Weather:	41°F / Light Rain
CONTRACTOR:	MFS Construction, LLC	HELPER:	Tom Feaser	Start Time:	9:03 AM		
P.E./REP.:	Michael Mudalel, PE						

Depth of IT:	7 ft	Drill Bit Type:	3-7/8" TCRB	Weight of Hammer for casing:	140 lbs
Rig Type:	CME 45B	Casing Internal Diameter:	4 in	Type of Hammer:	Auto
		Casing Length:	90 in		

ASTM D-6391 – 11
PERMEABILITY COEFFICIENT (Km) FORMULA:

General Formula:

$$K_m = \pi R_t \times \frac{\left[D\left\{Ln\left(\frac{h_1}{h_2}\right)\right\}\right]}{11 \times (t_2 - t_1)}$$

Formula for 4" internal diameter casing (in/hr):

$$K_m = 1.142 R_t \times \frac{\left[Ln\left(\frac{h_1}{h_2}\right)\right]}{(t_2 - t_1)}$$

where: $R_t = {2.2902(0.9842^T)}/{T^{0.1702}}$

IT-2 @ 7 ft

TEST 1

Water temperature (°C), T: 7.9 Rt= 1.42

FIELD DATA		CALCULATED DATA			
Time (min)	Depth (in)	Height (in)	Ln (H/Ho)	(t_1-t_2)	*Kv (in/hr)
10	6.500	83.500	0.075	0.167	0.7299
20	13.250	76.750	0.159	0.167	0.8208
30	20.000	70.000	0.251	0.167	0.8964
40	25.625	64.375	0.335	0.167	0.8157
60	35.000	55.000	0.492	0.333	0.7663

TEST 2

Water temperature (°C), T: 7.5 Rt= 1.44

FIELD DATA		CALCULATED DATA			
Time (min)	Depth (in)	Height (in)	Ln (H/Ho)	(t_1-t_2)	*Kv (in/hr)
10	7.000	83.000	0.081	0.167	0.8005
20	14.000	76.000	0.169	0.167	0.8711
30	20.500	69.500	0.258	0.167	0.8839
40	26.500	63.500	0.349	0.167	0.8926
60	37.250	52.750	0.534	0.333	0.9168

TEST 3

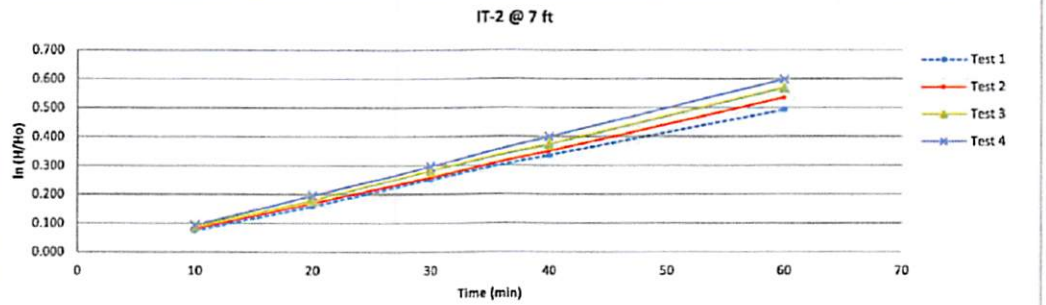
Water temperature (°C), T: 7.6 Rt= 1.44

FIELD DATA		CALCULATED DATA			
Time (min)	Depth (in)	Height (in)	Ln (H/Ho)	(t_1-t_2)	*Kv (in/hr)
10	7.625	82.375	0.089	0.167	0.8718
20	14.750	75.250	0.179	0.167	0.8909
30	22.125	67.875	0.282	0.167	1.0158
40	28.000	62.000	0.373	0.167	0.8916
60	39.000	51.000	0.568	0.333	0.9617

TEST 4

Water temperature (°C), T: 7.4 Rt= 1.45

FIELD DATA		CALCULATED DATA			
Time (min)	Depth (in)	Height (in)	Ln (H/Ho)	(t_1-t_2)	*Kv (in/hr)
10	8.000	82.000	0.093	0.167	0.9239
20	16.000	74.000	0.196	0.167	1.0188
30	23.063	66.937	0.296	0.167	0.9956
40	29.625	60.375	0.399	0.167	1.0240
60	40.500	49.500	0.598	0.333	0.9855



TEST 1 FINAL RESULTS			TEST 2 FINAL RESULTS		
Time Weighted Average Permeability Coefficient	Km=	0.7992 in/hr	Time Weighted Average Permeability Coefficient	Km=	0.8803 in/hr
TEST 3 FINAL RESULTS			**TEST 4 FINAL RESULTS**		
Time Weighted Average Permeability Coefficient	Km=	0.9323 in/hr	Time Weighted Average Permeability Coefficient	Km=	0.9889 in/hr

AVERAGE IT-2 @ 7 ft			
Time Weighted Average Permeability Coefficient	Km=	0.9002	in/hr

Inspectors Remarks:
24 hour pre-soak started 12/30/2020 at 9:00 AM once the temperature was above freeze point. (Note that the temperature did not drop below freezing point during the pre-soak period)

DEFINITION OF VARIABLES
*Km= Mean permeability
T = Temperature of permeant (water), in °C
Ln = Natural Logarithmic
t1 = Time at the start of the test in the same units selected for Km
Rt = Ratio of viscosity of water at test temperature to the viscositye of water at 20°C
t2= Time at the end of the test in the units selected for Km
h1= Height of the water above the bottom of the casing at the start of the test in the same units selected for Km
h2= Height of the water above the bottom of the casing at the end of the test in the same units selected for Km

MFS Consulting Engineers and Surveyor, DPC

IT ID No. IT- 3
Sheet 1 of 1

Prepared for:	Marvel Architects, PLLC	PROJECT:	Masters School - Innovation and Entrepreneurship Center
		LOCATION / BOROUGH :	Dobbs Ferry, NY
INSPECTOR:	Gilbert Del Orbe	DRILLER:	Danny Ninevski
CONTRACTOR:	MFS Construction, LLC	HELPER:	Tom Feaser
P.E./REP.:	Michael Mudafel, PE		
Start Date:	12/31/2020	Weather:	41°F / Light Rain
Start Time:	9:05 AM		
Depth of IT:	8 ft	Drill Bit Type:	3-7/8" TCRB
Rig Type:	CME 45B	Casing Internal Diameter:	4 in
		Casing Length:	126 in
Weight of Hammer for casing:	140 lbs		
Type of Hammer:	Auto		

ASTM D-6391 – 11
PERMEABILITY COEFFICIENT (Km) FORMULA:

General Formula:

$$K_m = \pi R_t \times \frac{\left[D\left\{Ln\left(\frac{h_1}{h_2}\right)\right\}\right]}{11 \times (t_2 - t_1)}$$

Formula for 4" internal diameter casing (in/hr):

$$K_m = 1.142 R_t \times \frac{\left[Ln\left(\frac{h_1}{h_2}\right)\right]}{(t_2 - t_1)}$$

where:

$$R_t = {2.2902(0.9842^T)}/{T^{0.1762}}$$

IT-3 @ 8 ft

TEST 1

Water temperature (°C), T: 8.1 Rt= 1.41

FIELD DATA		CALCULATED DATA			
Time (min)	Depth (in)	Height (in)	Ln (H/Ho)	(t_1-t_2)	*Kv (in/hr)
10	13.000	113.000	0.109	0.167	1.0524
20	24.875	101.125	0.220	0.167	1.0731
30	35.000	91.000	0.325	0.167	1.0196
40	43.875	82.125	0.428	0.167	0.9918
60	59.000	67.000	0.632	0.333	0.9836

TEST 2

Water temperature (°C), T: 7.6 Rt= 1.44

FIELD DATA		CALCULATED DATA			
Time (min)	Depth (in)	Height (in)	Ln (H/Ho)	(t_1-t_2)	*Kv (in/hr)
10	14.125	111.875	0.119	0.167	1.1710
20	26.250	99.750	0.234	0.167	1.1297
30	37.000	89.000	0.348	0.167	1.1230
40	47.000	79.000	0.467	0.167	1.1738
60	63.000	63.000	0.693	0.333	1.1144

TEST 3

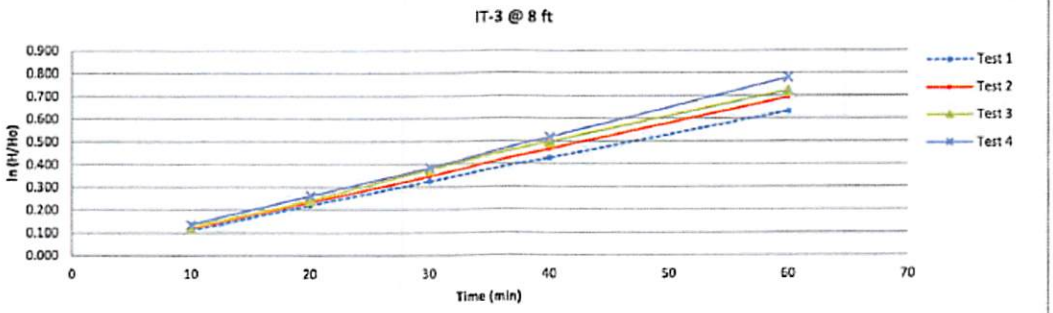
Water temperature (°C), T: 7.5 Rt= 1.44

FIELD DATA		CALCULATED DATA			
Time (min)	Depth (in)	Height (in)	Ln (H/Ho)	(t_1-t_2)	*Kv (in/hr)
10	14.750	111.250	0.125	0.167	1.2309
20	27.063	98.937	0.242	0.167	1.1596
30	39.625	86.375	0.378	0.167	1.3424
40	49.500	76.500	0.499	0.167	1.2003
60	64.875	61.125	0.723	0.333	1.1091

TEST 4

Water temperature (°C), T: 7.5 Rt= 1.44

FIELD DATA		CALCULATED DATA			
Time (min)	Depth (in)	Height (in)	Ln (H/Ho)	(t_1-t_2)	*Kv (in/hr)
10	16.000	110.000	0.136	0.167	1.3426
20	29.000	97.000	0.262	0.167	1.2434
30	40.250	85.750	0.385	0.167	1.2187
40	51.000	75.000	0.519	0.167	1.3242
60	68.250	57.750	0.780	0.333	1.2920



TEST 1 FINAL RESULTS			TEST 2 FINAL RESULTS		
Time Weighted Average Permeability Coefficient	Km=	1.0174 in/hr	Time Weighted Average Permeability Coefficient	Km=	1.1377 in/hr
TEST 3 FINAL RESULTS			**TEST 4 FINAL RESULTS**		
Time Weighted Average Permeability Coefficient	Km=	1.1919 in/hr	Time Weighted Average Permeability Coefficient	Km=	1.2855 in/hr

AVERAGE IT-3 @ 8 ft			
Time Weighted Average Permeability Coefficient	Km=	1.1581	in/hr

Inspectors Remarks:
24 hour pre-soak started 12/30/2020 at 9:00 AM once the temperature was above freeze point. (Note that the temperature did not drop below freezing point during the pre-soak period)

DEFINITION OF VARIABLES
*Km= Mean permeability
T = Temperature of permeant (water), in °C
Ln = Natural Logarithmic
t1 = Time at the start of the test in the same units selected for Km
Rt = Ratio of viscosity of water at test temperature to the viscositye of water at 20°C
t2= Time at the end of the test in the units selected for Km
h1= Height of the water above the bottom of the casing at the start of the test in the same units selected for Km
h2= Height of the water above the bottom of the casing at the end of the test in the same units selected for Km

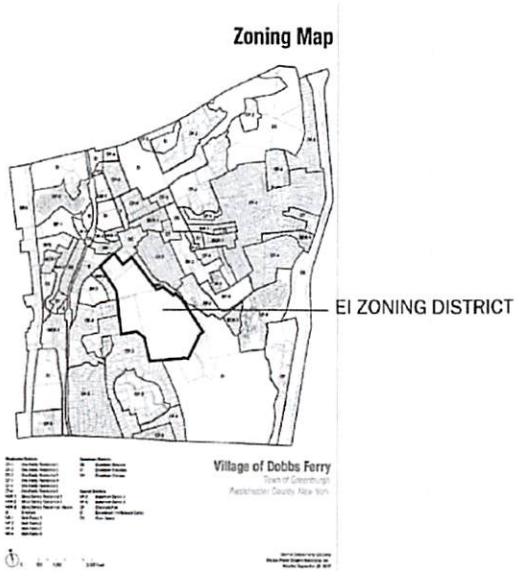
The Village of Dobbs Ferry Site Plan Application – Design Appendix V2 is as follows:

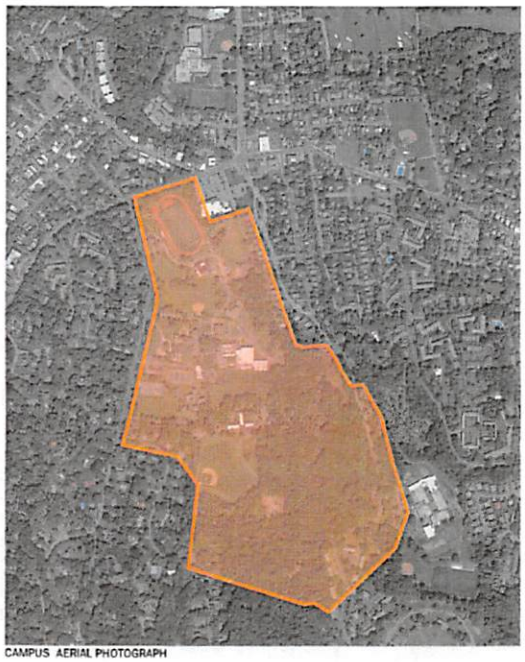
THE MASTERS SCHOOL

INNOVATION AND ENTREPRENUERSHIP CENTER

VILLAGE OF DOBBS FERRY SITE PLAN APPLICATION
2021 0217

MARVEL

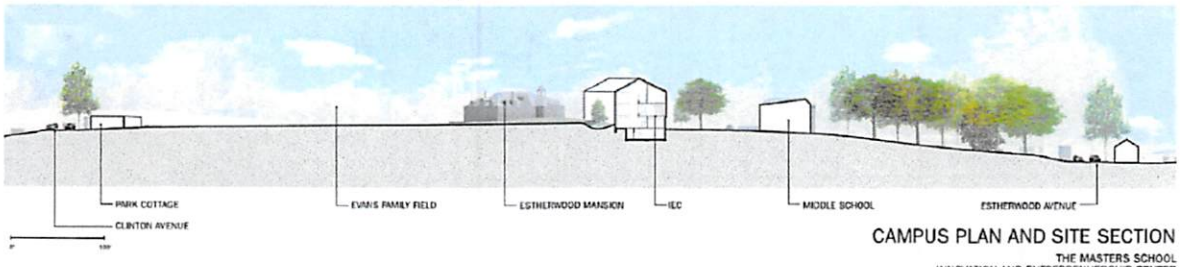




CAMPUS AERIAL PHOTOGRAPH

MARVEL

ZONING MAP
THE MASTERS SCHOOL
INNOVATION AND ENTREPRENUERSHIP CENTER
VILLAGE OF DOBBS FERRY SITE PLAN APPLICATION
2021 0217



MARVEL

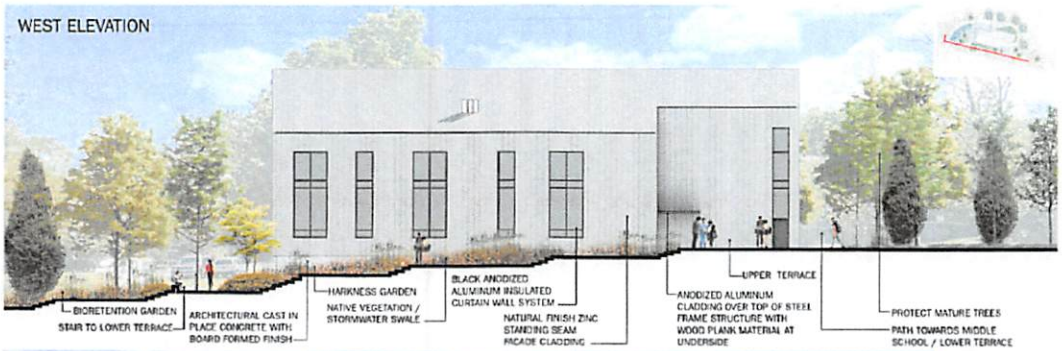
CAMPUS PLAN AND SITE SECTION

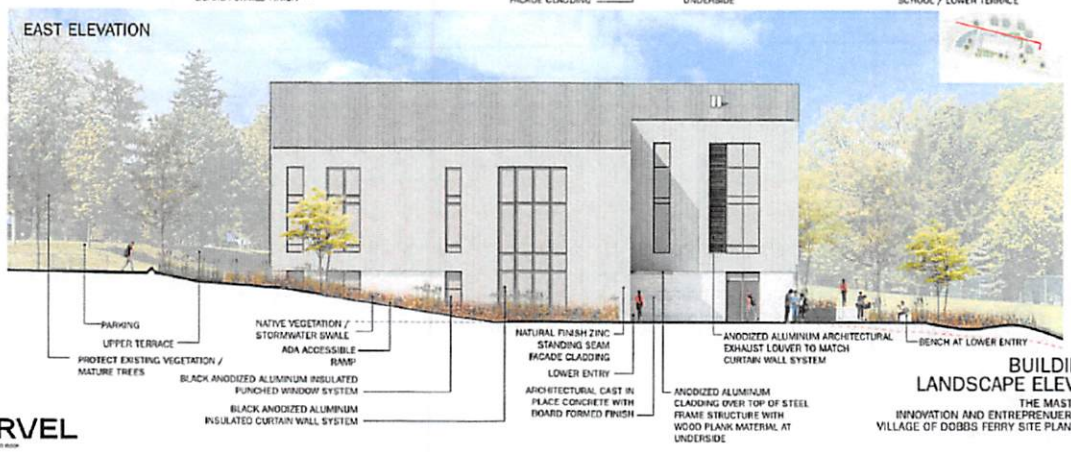
THE MASTERS SCHOOL
INNOVATION AND ENTREPRENUERSHIP CENTER
VILLAGE OF DOBBS FERRY SITE PLAN APPLICATION
2021 0217

MARVEL

LANDSCAPE PLAN

THE MASTERS SCHOOL
INNOVATION AND ENTREPRENUERSHIP CENTER
VILLAGE OF DOBBS FERRY SITE PLAN APPLICATION
2021 0217

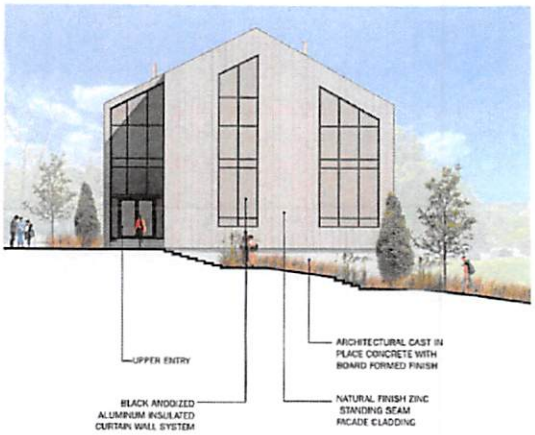




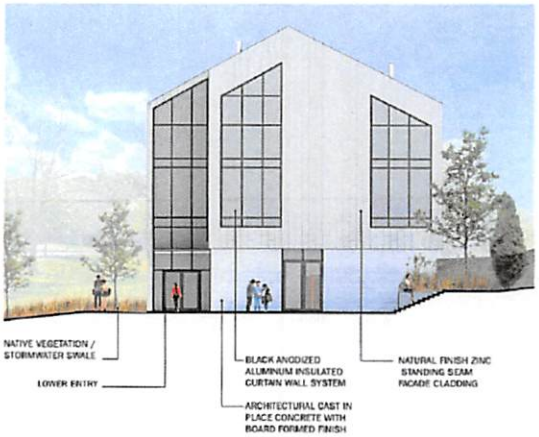
MARVEL

BUILDING AND LANDSCAPE ELEVATIONS
THE MASTERS SCHOOL
INNOVATION AND ENTREPRENUERSHIP CENTER
VILLAGE OF DOBBS FERRY SITE PLAN APPLICATION
2021 0217

SOUTH ELEVATION



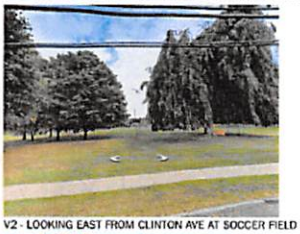
NORTH ELEVATION



MARVEL

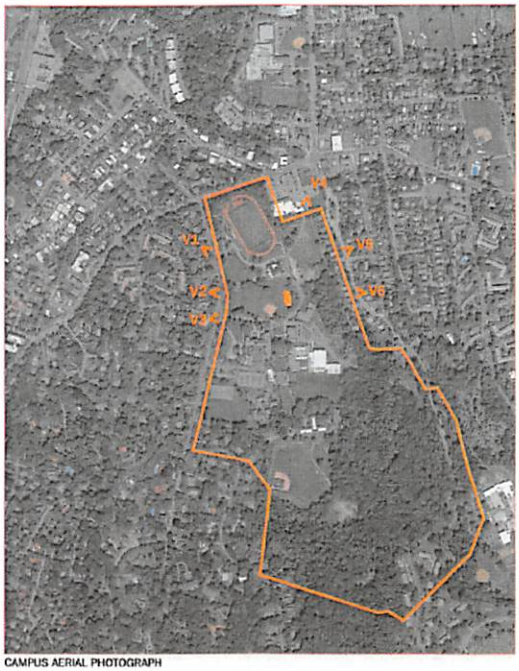
BUILDING AND LANDSCAPE ELEVATIONS
THE MASTERS SCHOOL
INNOVATION AND ENTREPRENUERSHIP CENTER
VILLAGE OF DOBBS FERRY SITE PLAN APPLICATION
2021 0217

V1 - LOOKING EAST FROM CLINTON AVE AT PARK COTTAGE

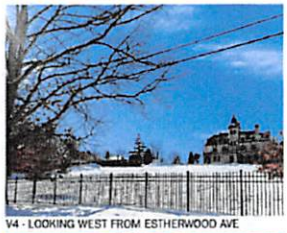


V2 - LOOKING EAST FROM CLINTON AVE AT SOCCER FIELD

V3 - LOOKING EAST FROM CLINTON AVE AT COCHRANE



CAMPUS AERIAL PHOTOGRAPH



V4 - LOOKING WEST FROM ESTHERWOOD AVE

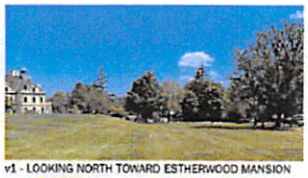
V5 - LOOKING WEST FROM ESTHERWOOD AVE

V6 - LOOKING WEST FROM ESTHERWOOD AVE

MARVEL

NEIGHBORHOOD CONTEXT

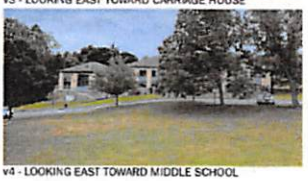
THE MASTERS SCHOOL
INNOVATION AND ENTREPRENUERSHIP CENTER
VILLAGE OF DOBBS FERRY SITE PLAN APPLICATION
2021 0217



v1 - LOOKING NORTH TOWARD ESTHERWOOD MANSION

v2 - LOOKING SOUTH FROM ESTHERWOOD MANSION

v3 - LOOKING EAST TOWARD CARRIAGE HOUSE



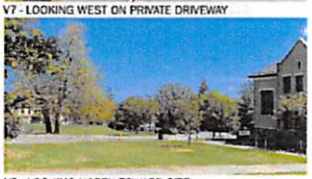
v4 - LOOKING EAST TOWARD MIDDLE SCHOOL

CAMPUS AERIAL PHOTOGRAPH

V5 - LOOKING SOUTH TOWARD CAMPUS

V6 - LOOKING WEST TOWARD SOFTBALL AND CLINTON AVE

V7 - LOOKING WEST ON PRIVATE DRIVEWAY

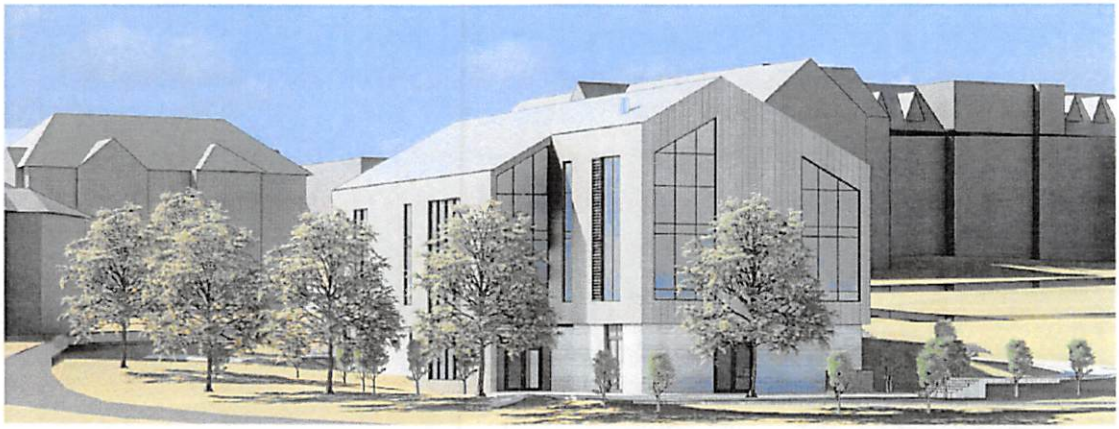


V8 - LOOKING NORTH TOWARD SITE

MARVEL

BUILDING SITE CONTEXT

THE MASTERS SCHOOL
INNOVATION AND ENTREPRENUERSHIP CENTER
VILLAGE OF DOBBS FERRY SITE PLAN APPLICATION
2021 0217



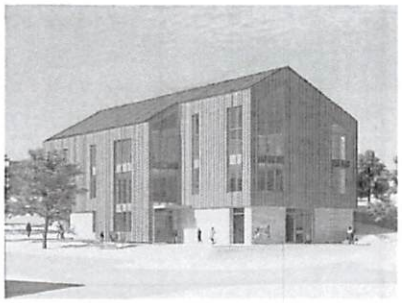
MARVEL

SITE CONTEXT RENDERINGS

THE MASTERS SCHOOL
INNOVATION AND ENTREPRENUERSHIP CENTER
VILLAGE OF DOBBS FERRY SITE PLAN APPLICATION
2021 0217

The Master's site plan application compiled drawings are as follows:

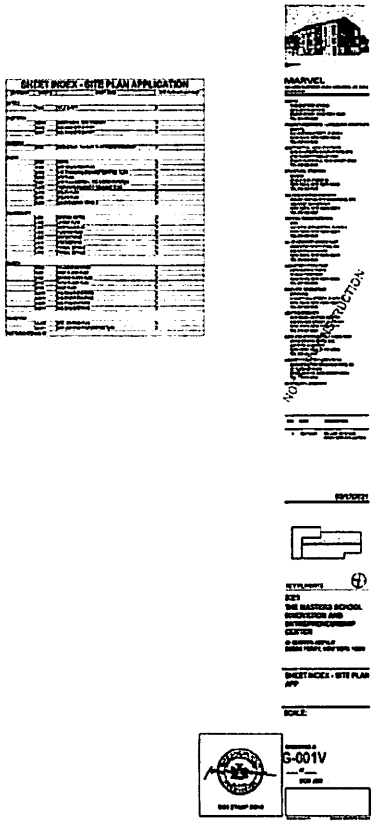
OWNER:	THE MASTERS SCHOOL 49 CLINTON AVENURE DOBBS FERRY, NEW YORK 10522
PROJECT ARCHITECTS + LANDSCAPE ARCHITECTS:	MARVEL ARCHITECTS 145 HUDSON STREET, FLOOR 3 NEW YORK, NEW YORK 10013
GEOTECHNICAL/CIVIL ENGINEER:	MFS ENGINEERS & SURVEYORS, DPC 3780 HAMILTON BOULEVARD SOUTH PLANNFIELD, NEW JERSEY 07080
STRUCTURAL ENGINEER:	SILMAN 32 OLD SLIP, FLOOR 10 NEW YORK, NEW YORK 10005
BUILDING SYSTEMS ENGINEER:	POLISE CONSULTING ENGINEERS, DPC 133 WEST 19TH STREET NEW YORK, NEW YORK 10011
VERTICAL TRANSPORTATION:	VDA 145 WEST 30TH STREET, FLOOR 4 NEW YORK, NEW YORK 10011
AV/IT/SECURITY CONSULTANT:	COSENTINI ASSOCIATES, INC 498 SEVENTH AVENUE NEW YORK, NEW YORK 10018
ACOUSTICS CONSULTANT:	LSTN CONSULTANTS 76 BEAVER STREET NEW YORK, NEW YORK 10005
AV/IT/SECURITY CONSULTANT:	COSENTINI ASSOCIATES, INC 498 SEVENTH AVENUE NEW YORK, NEW YORK 10018
ENVELOPE CONSULTANT:	MW-SKINS 1 WHITEHALL STREET, FLOOR 14 NEW YORK, NEW YORK 10004
LIGHTING DESIGNER:	DOT DASH LIGHTING DESIGN 120 WALKER STREET, SUITE #3E NEW YORK, NEW YORK 10013
CODE AND ACCESSIBILITY CONSULTANT:	CODE CONSULTANTS, INC 440 PARK AVENUE S. NEW YORK, NEW YORK 10016
ARCHITECTURAL SPECIFICATIONS:	CONSTRUCTION SPECIFICATIONS, INC 22 TENNENT ROAD MORGANVILLE, NEW JERSEY 07751

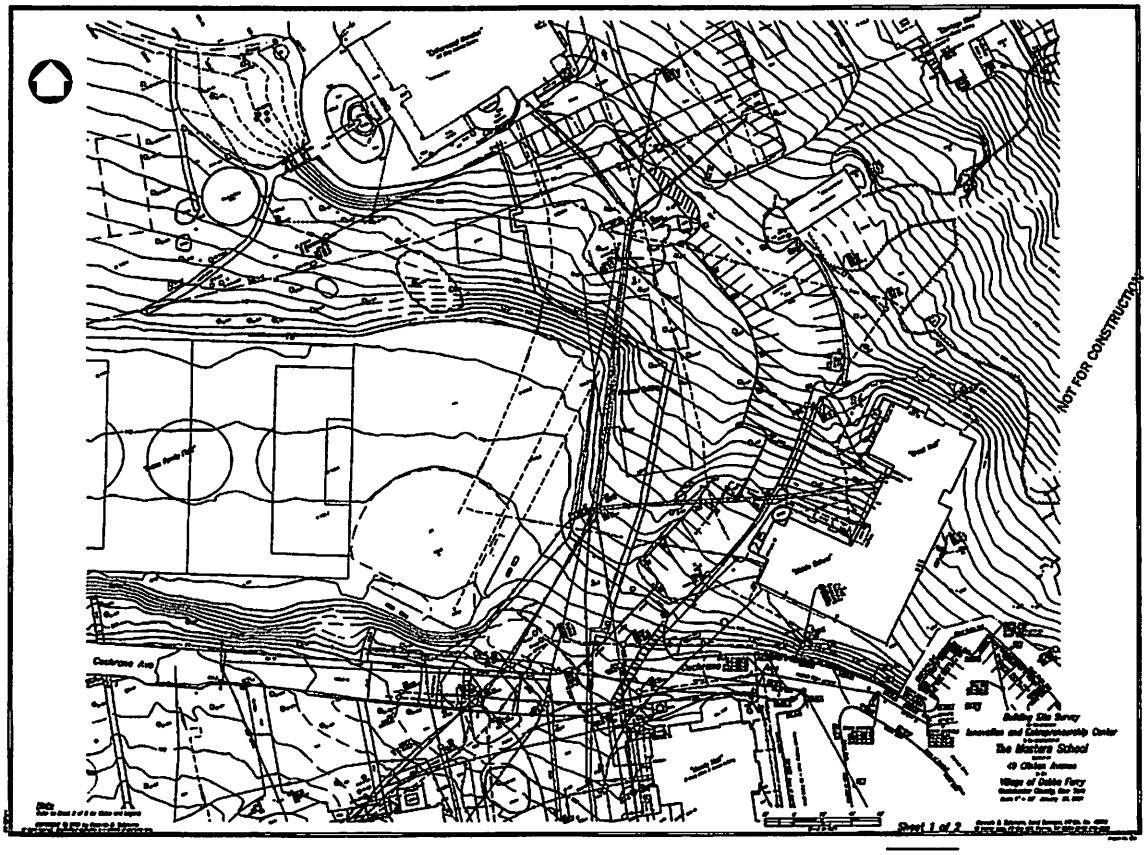


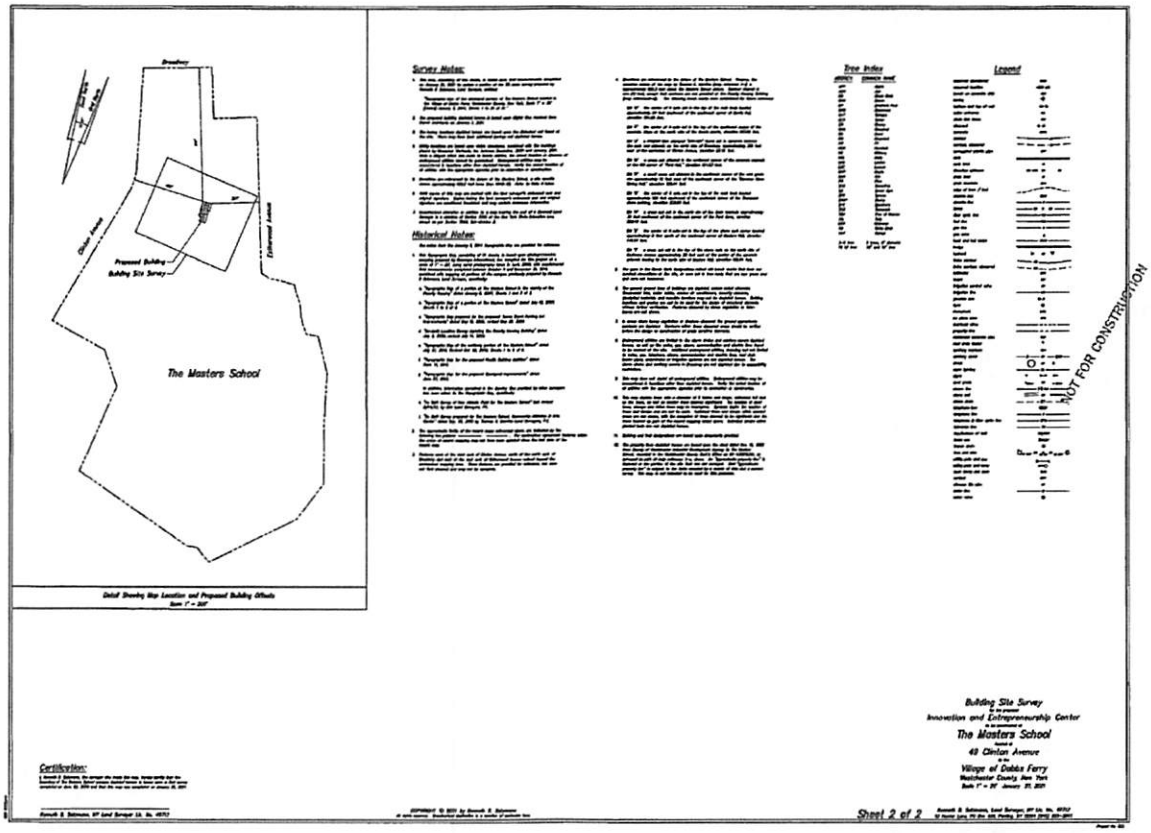
THE MASTERS SCHOOL INNOVATION AND ENTREPRENEURSHIP CENTER

49 CLINTON AVENUE, DOBBS FERRY, NEW YORK 10522
PROJECT NO. 3029

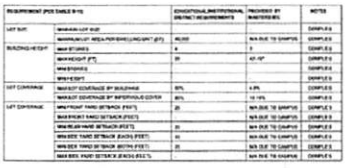
VILLAGE OF DOBBS FERRY SITE APPLICATION
FEBRUARY 17, 2021


SHEET INDEX - SITE PLAN APPLICATION
MARVEL
NOT FOR CONSTRUCTION
G-001V

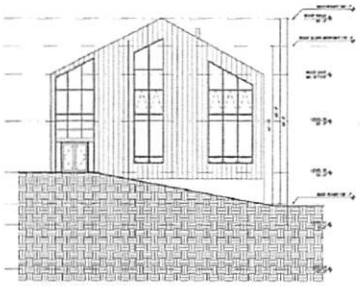

NOT FOR CONSTRUCTION
Innovation and Entrepreneurship Center
The Masters School
Sheet 1 of 2

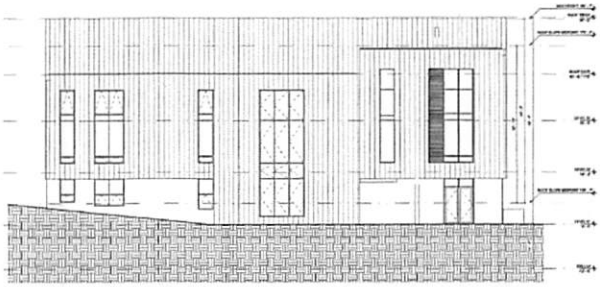

Survey Notes:
Historical Notes:
Tree Index
Legend
The Masters School
Proposed Building
Building Site Survey
Certification:
Building Site Survey
Innovation and Entrepreneurship Center
The Masters School
49 Clinton Avenue
Village of Dobbs Ferry
Sheet 2 of 2
NOT FOR CONSTRUCTION

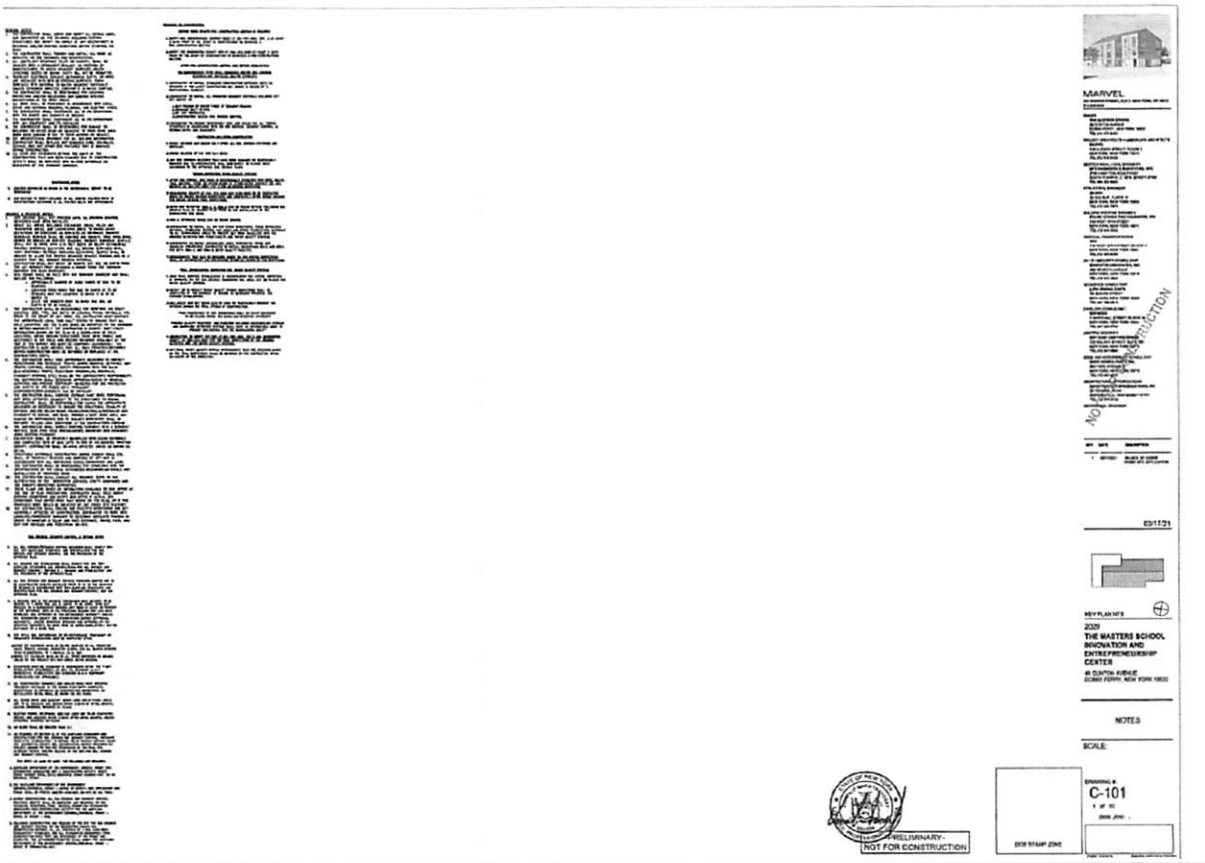
Zoning Map
Village of Dobbs Ferry

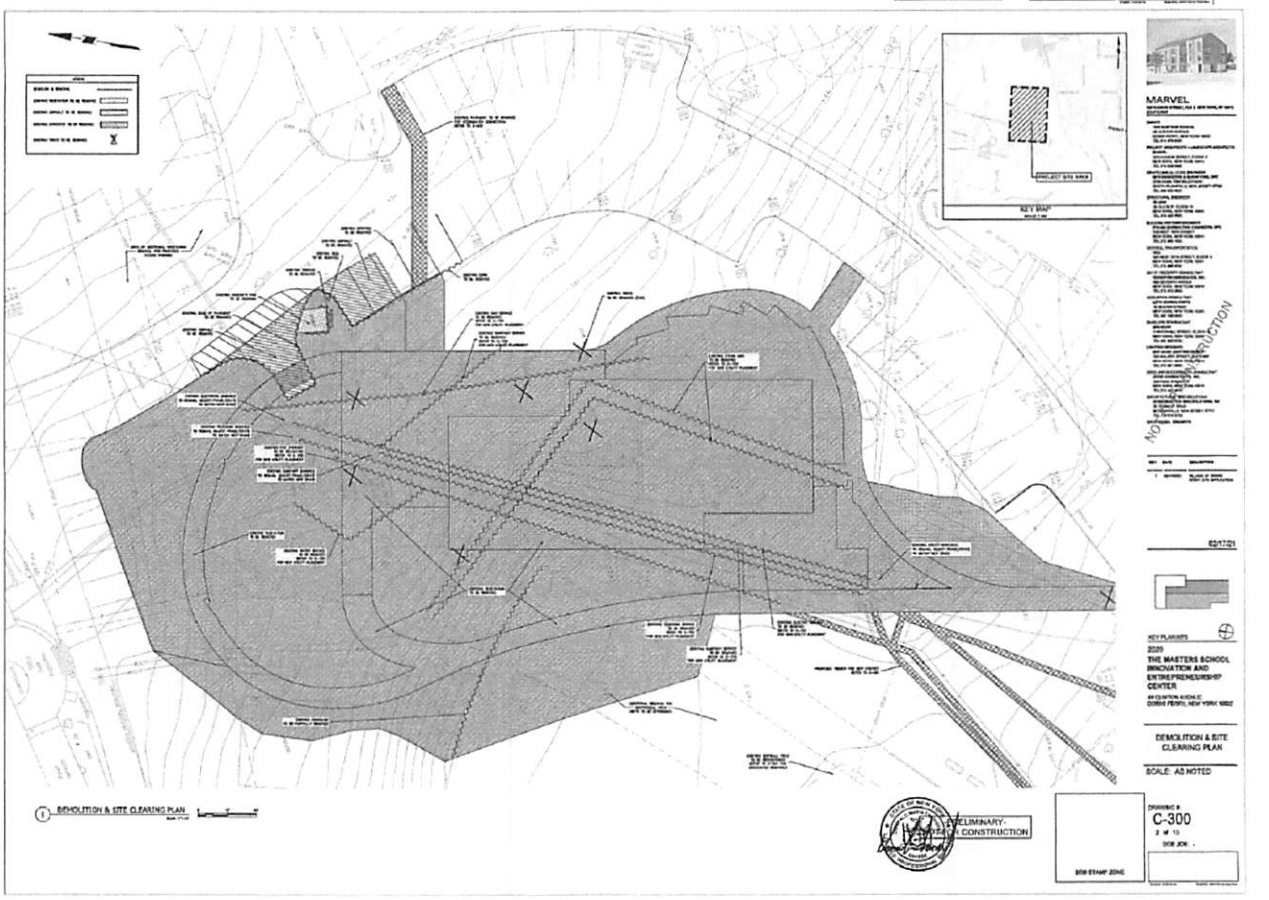

ZONING

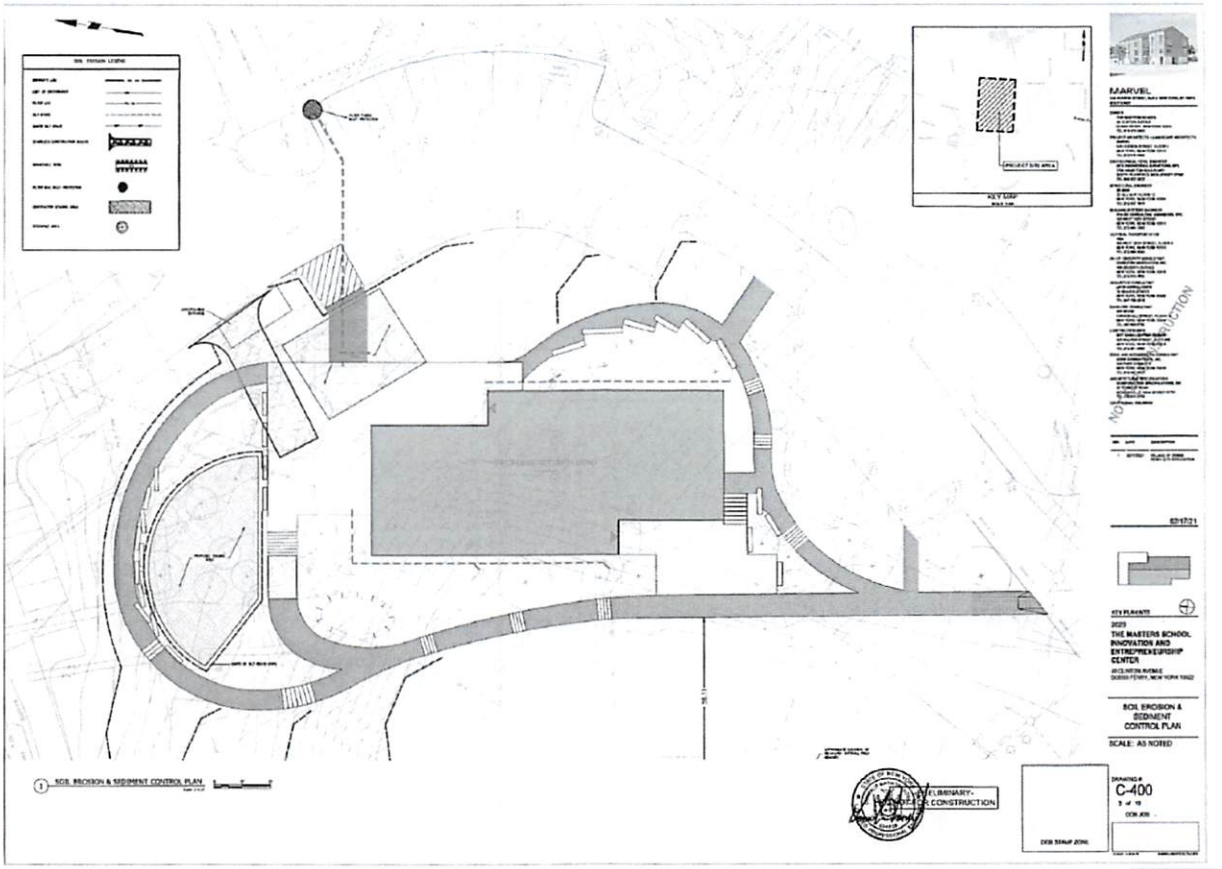
MARVEL
THE MASTERS SCHOOL INNOVATION AND ENTREPRENEURSHIP CENTER
49 CLINTON AVENUE
ZONING MAP, TAX MAP, PLOT PLAN & FLOOD MAP
SCALE: As indicated
Z-100
NOT FOR CONSTRUCTION

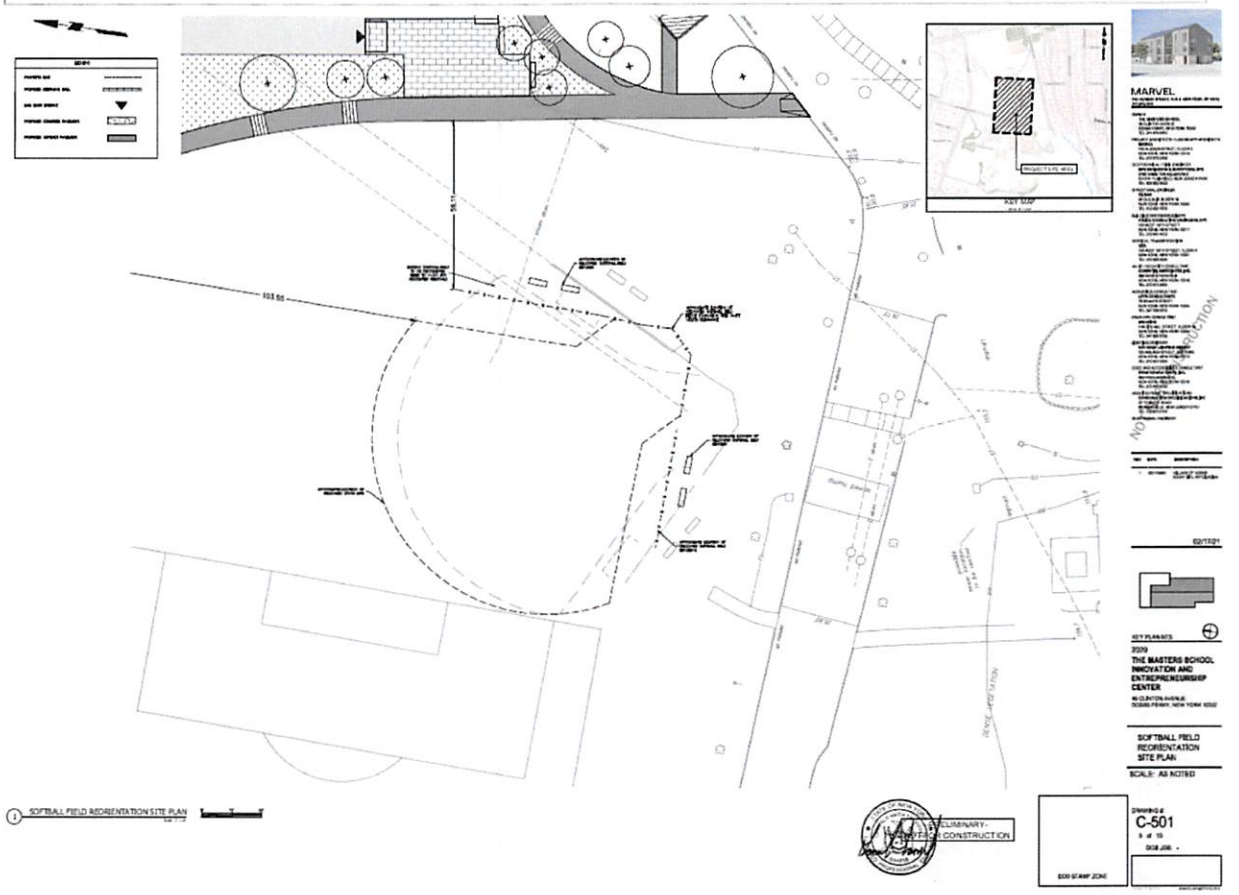

2 SOUTH ELEVATION - ZONING

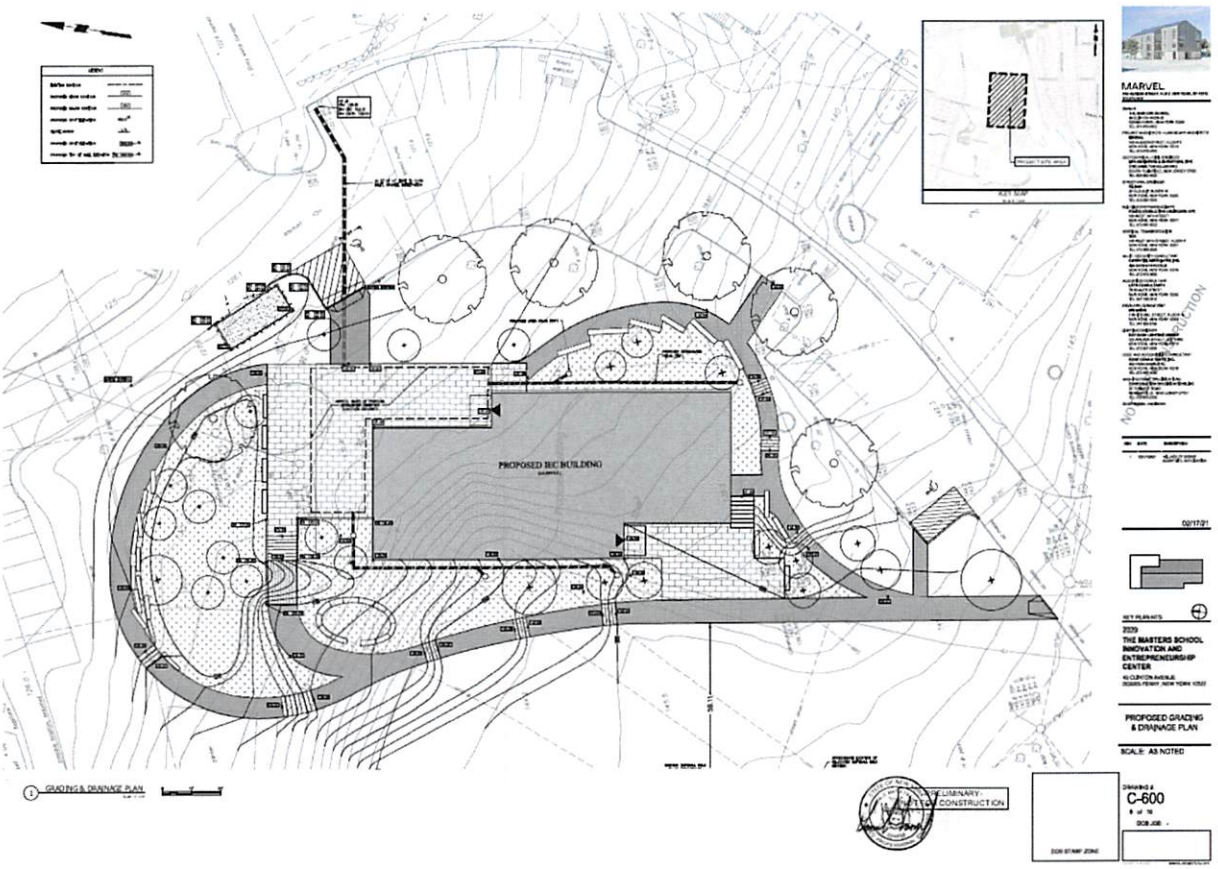

1 EAST ELEVATION

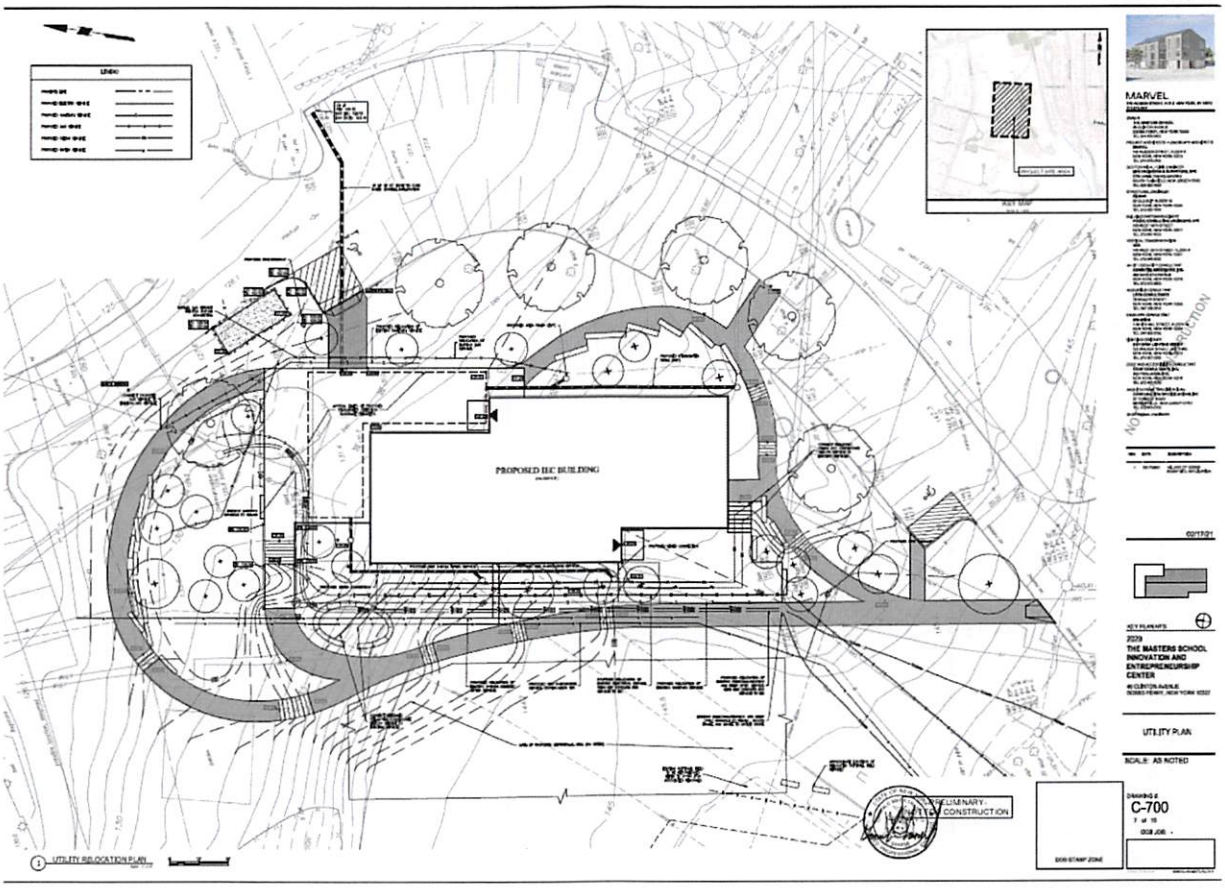

MARVEL
THE MASTERS SCHOOL
INNOVATION AND
ENTREPRENEURSHIP
CENTER
NOTES
SCALE:
C-101
PRELIMINARY-
NOT FOR CONSTRUCTION

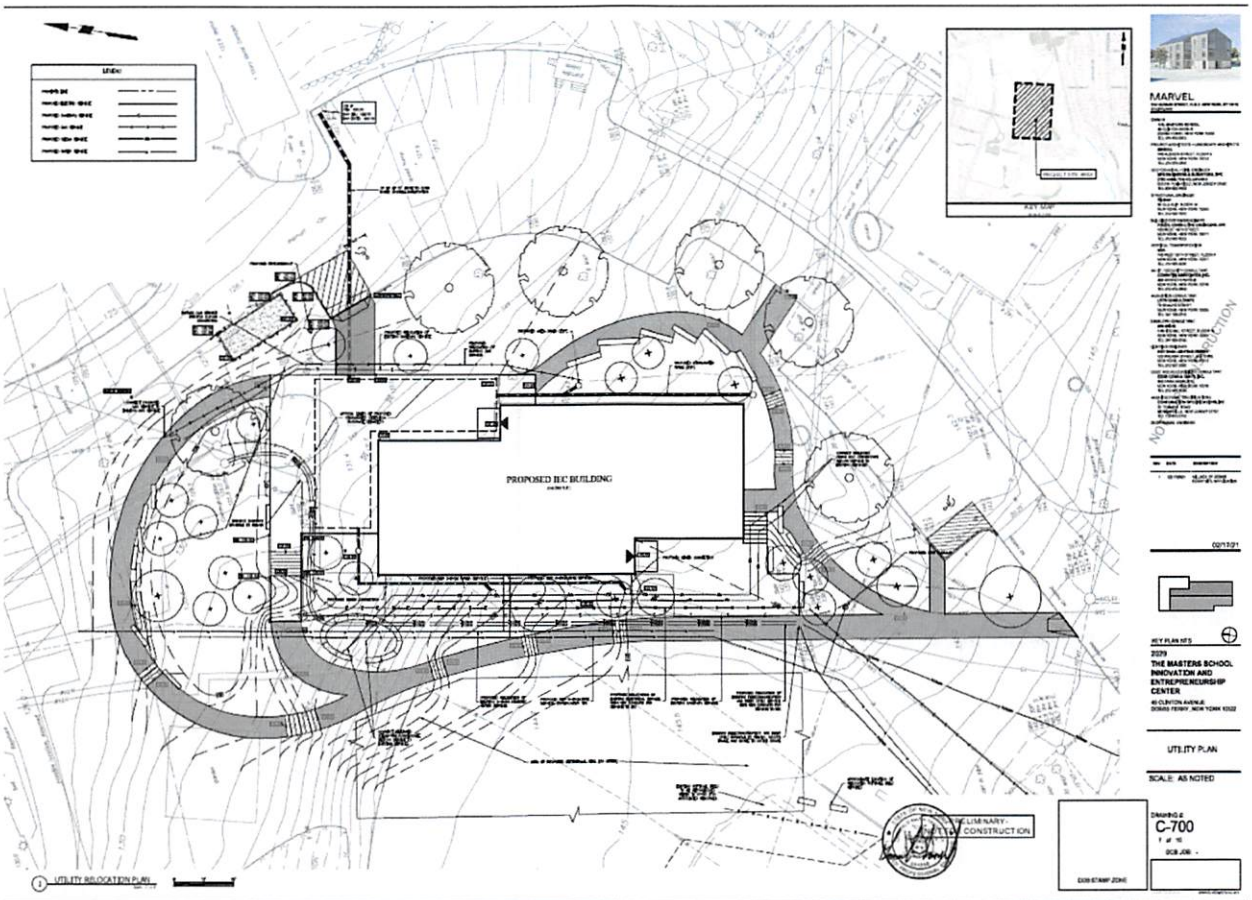

MARVEL
THE MASTERS SCHOOL
INNOVATION AND
ENTREPRENEURSHIP
CENTER
DEMOLITION & SITE
CLEARING PLAN
SCALE: AS NOTED
1 DEMOLITION & SITE CLEARING PLAN
C-300
PRELIMINARY-
NOT FOR CONSTRUCTION

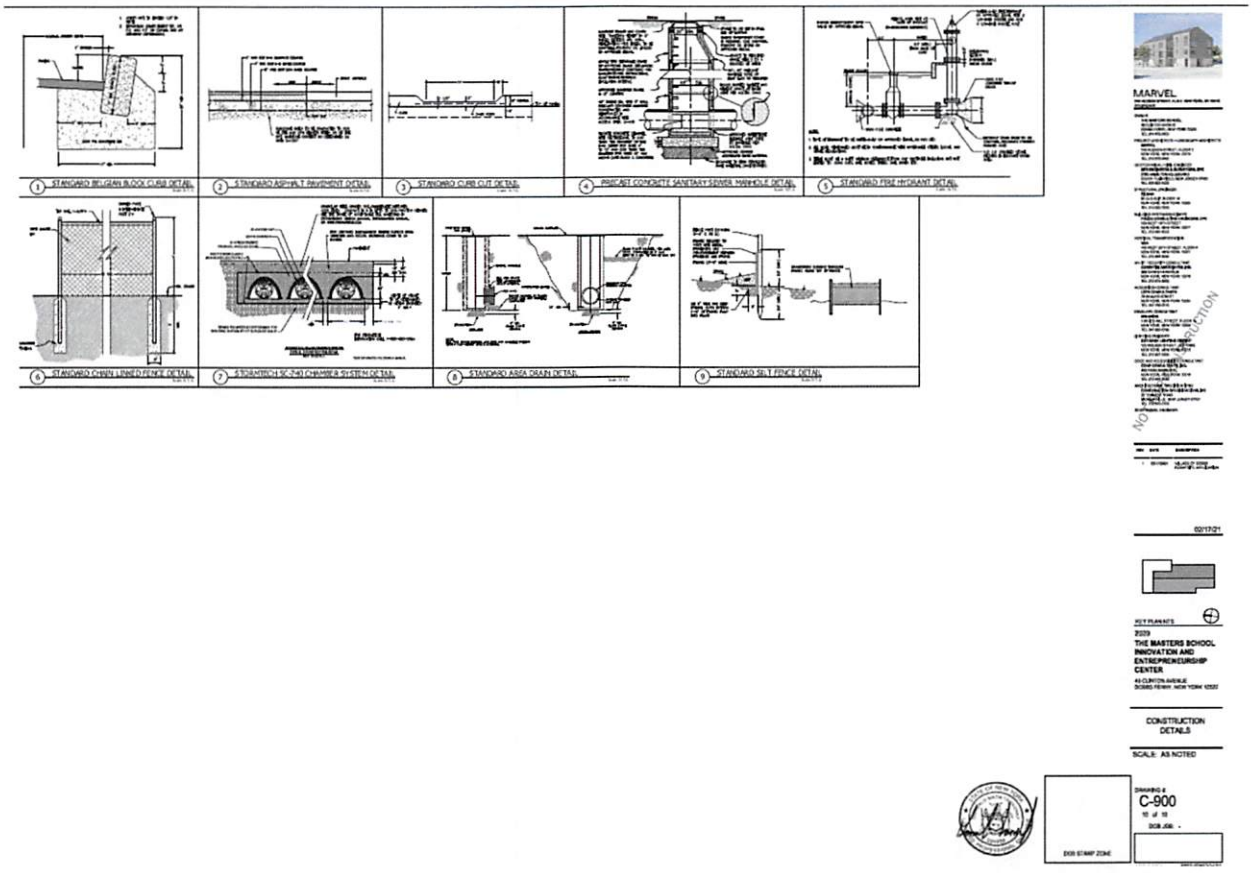

MARVEL
THE MASTERS SCHOOL INNOVATION AND ENTREPRENEURSHIP CENTER
SOIL EROSION & SEDIMENT CONTROL PLAN
SCALE: AS NOTED
C-400
PRELIMINARY-NOT FOR CONSTRUCTION
SOIL EROSION & SEDIMENT CONTROL PLAN


MARVEL
THE MASTERS SCHOOL INNOVATION AND ENTREPRENEURSHIP CENTER
SOFTBALL FIELD REORIENTATION SITE PLAN
SCALE: AS NOTED
C-501
PRELIMINARY-NOT FOR CONSTRUCTION
SOFTBALL FIELD REORIENTATION SITE PLAN


PROPOSED IEC BUILDING
MARVEL
THE MASTERS SCHOOL INNOVATION AND ENTREPRENEURSHIP CENTER
PROPOSED GRADING & DRAINAGE PLAN
SCALE: AS NOTED
C-600
GRADING & DRAINAGE PLAN


PROPOSED IEC BUILDING
MARVEL
THE MASTERS SCHOOL INNOVATION AND ENTREPRENEURSHIP CENTER
UTILITY PLAN
SCALE: AS NOTED
C-700
UTILITY RELOCATION PLAN


PROPOSED H/C BUILDING
MARVEL
THE MASTERS SCHOOL INNOVATION AND ENTREPRENEURSHIP CENTER
UTILITY PLAN
SCALE: AS NOTED
C-700
UTILITY RELOCATION PLAN


STANDARD BELGIAN BLOCK CURB DETAIL
STANDARD ASPHALT PAVEMENT DETAIL
STANDARD CURB CUT DETAIL
PRECAST CONCRETE SANITARY SEWER MANHOLE DETAIL
STANDARD FIRE HYDRANT DETAIL
STANDARD CHAIN LINKED FENCE DETAIL
STORMTECH SC-740 CHAMBER SYSTEM DETAIL
STANDARD ABSA DRAIN DETAIL
STANDARD SILT FENCE DETAIL
MARVEL
THE MASTERS SCHOOL INNOVATION AND ENTREPRENEURSHIP CENTER
CONSTRUCTION DETAILS
SCALE: AS NOTED
C-900

GENERAL NOTES

MARVEL

2021/21

KEY PLAN/NTS

2029
THE BASTERS SCHOOL
INNOVATION AND
ENTREPRENEURSHIP
CENTER

GENERAL NOTES

SCALE N/A

DOB STAMP ZONE

L-001

LEGEND

INNOVATION AND
ENTREPRENEURSHIP
CENTER

MARVEL

2021/21

KEY PLAN/NTS

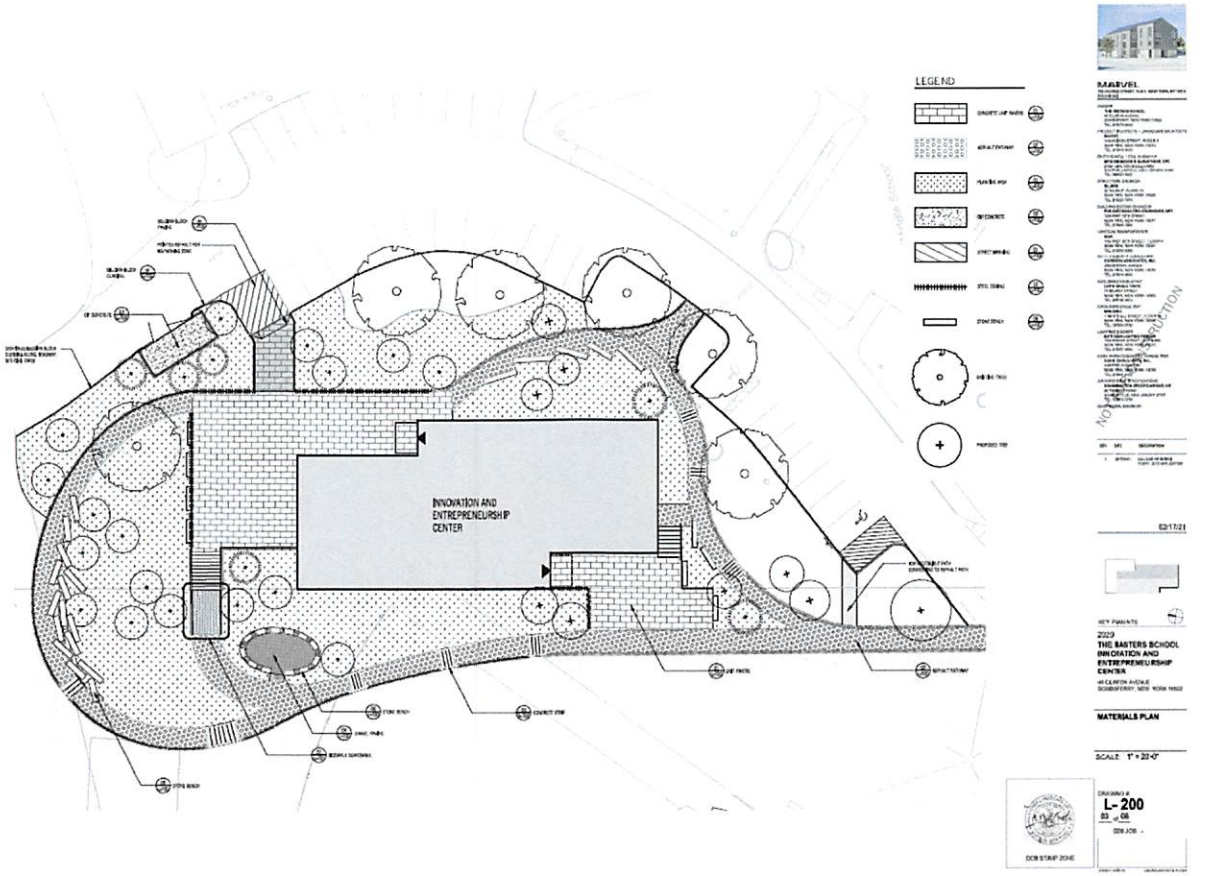
2029
THE BASTERS SCHOOL
INNOVATION AND
ENTREPRENEURSHIP
CENTER

LAYOUT PLAN

SCALE 1" = 10'-0"

DOB STAMP ZONE

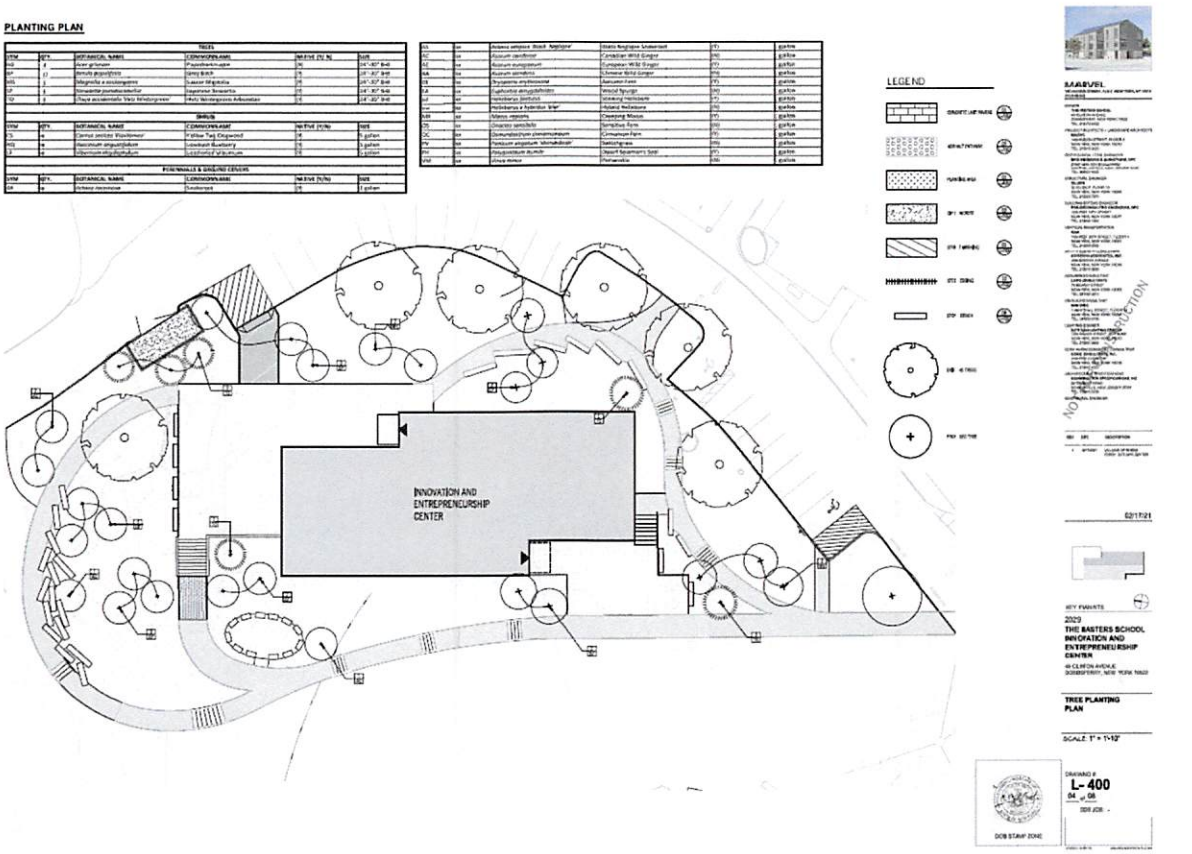
L-100

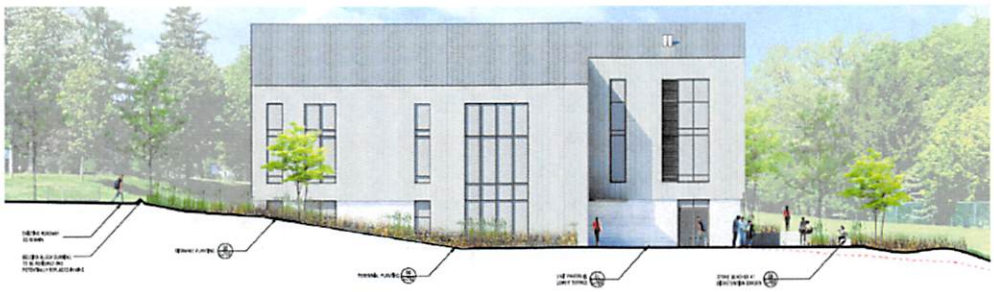


PLANTING PLAN

TREES					
SYM	QTY.	BOTANICAL NAME	COMMON NAME	NATIVE (Y/N)	SIZE
AG	4	Acer grosseri	Paperbark maple	N	14"-20" B&B
AP	11	Amelanchier spicata	Spicy Bush	N	14"-20" B&B
MS	3	Magnolia x soulangeana	Saucer Magnolia	N	14"-20" B&B
NS	3	Nyssa sylvatica 'Jeffersonii'	Jeffersonii Sourgum	N	14"-20" B&B
TO	3	Thuja occidentalis 'Holy Mountain'	Holy Mountain Arborvitae	N	14"-20" B&B
SHRUBS					
SYM	QTY.	BOTANICAL NAME	COMMON NAME	NATIVE (Y/N)	SIZE
CS	4	Cornus sericea 'Flaviramea'	Yellow Twig Dogwood	N	5 gallon
MS	4	Myrrhum myrsinites	Sweetbark Myrtleberry	N	5 gallon
V	4	Viburnum rhytidophyllum	Leatherleaf Viburnum	N	5 gallon
PERENNIALS & GROUND COVERS					
SYM	QTY.	BOTANICAL NAME	COMMON NAME	NATIVE (Y/N)	SIZE
AC	4	Achillea millefolium	Yarrow	N	1 gallon

AA	64	Arctostaphylos uva-ursi 'Kinnikinnick'	Kinnick Kinnickinnick Bearberry	N	gallon
AC	64	Aquilegia canadensis	Canadian Wild Ginger	N	gallon
AE	64	Asarum europaeum	European Wild Ginger	N	gallon
AA	64	Asarum canadense	Common Wild Ginger	N	gallon
EB	64	Euonymus alatus 'Compactus'	Compact Burning Bush	N	gallon
EA	64	Euphorbia amygdaloides	Wood Spurge	N	gallon
HV	64	Heuchera villosa	Coral Bells	N	gallon
HM	64	Heuchera x hybridus 'Miss'	Hybrid Heuchera	N	gallon
MR	64	Mitella nivea	Creeping Mitella	N	gallon
SS	64	Sedum spectabile	Sensation Sedum	N	gallon
SC	64	Symphoricarpos chenaultii	Chenault Coral Berry	N	gallon
TV	64	Tiarella cordifolia 'Wherryi'	Wherry's Foamflower	N	gallon
VH	64	Viburnum x burkwoodii	Burkwood Viburnum	N	gallon
VM	64	Vinca minor	Periwinkle	N	gallon





02

01

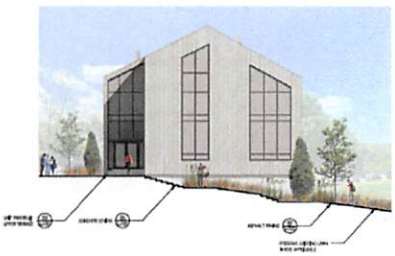
MARVEL

THE BASTERS SCHOOL INNOVATION AND ENTREPRENEURSHIP CENTER

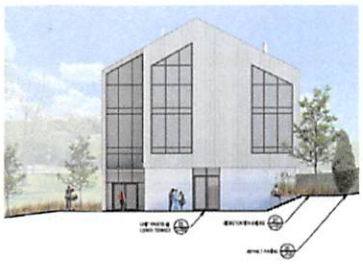
SITE SECTIONS I

SCALE VARIES

L- 600



04



05

MARVEL

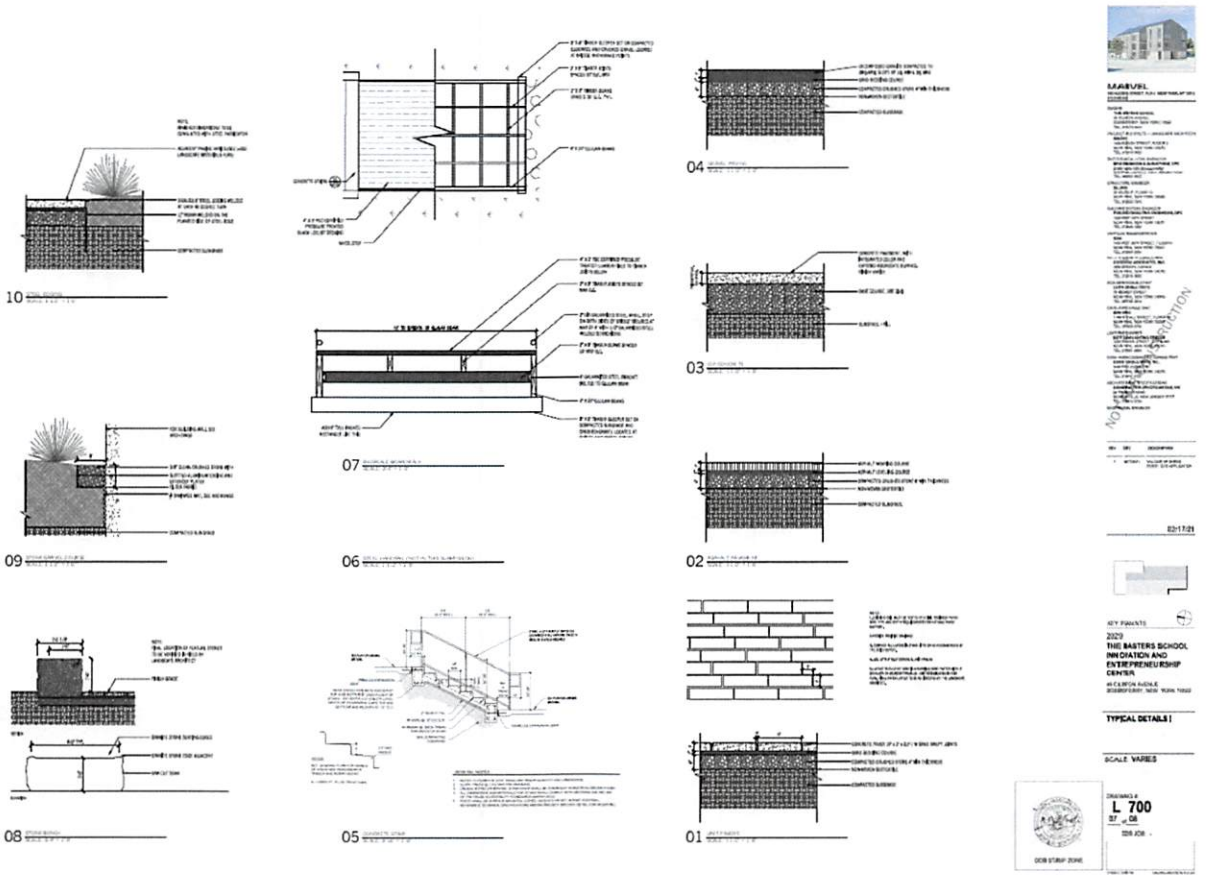
THE BASTERS SCHOOL INNOVATION AND ENTREPRENEURSHIP CENTER

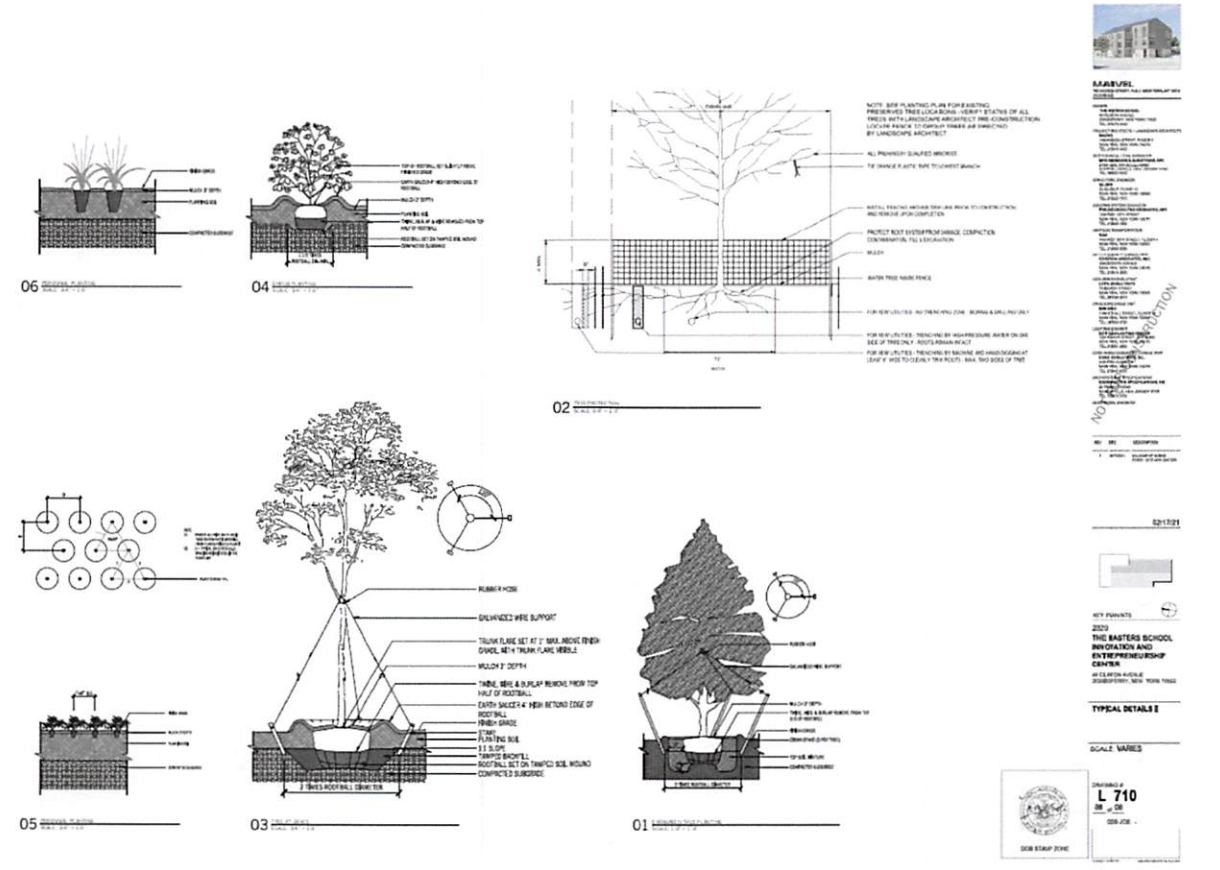
SITE SECTIONS II

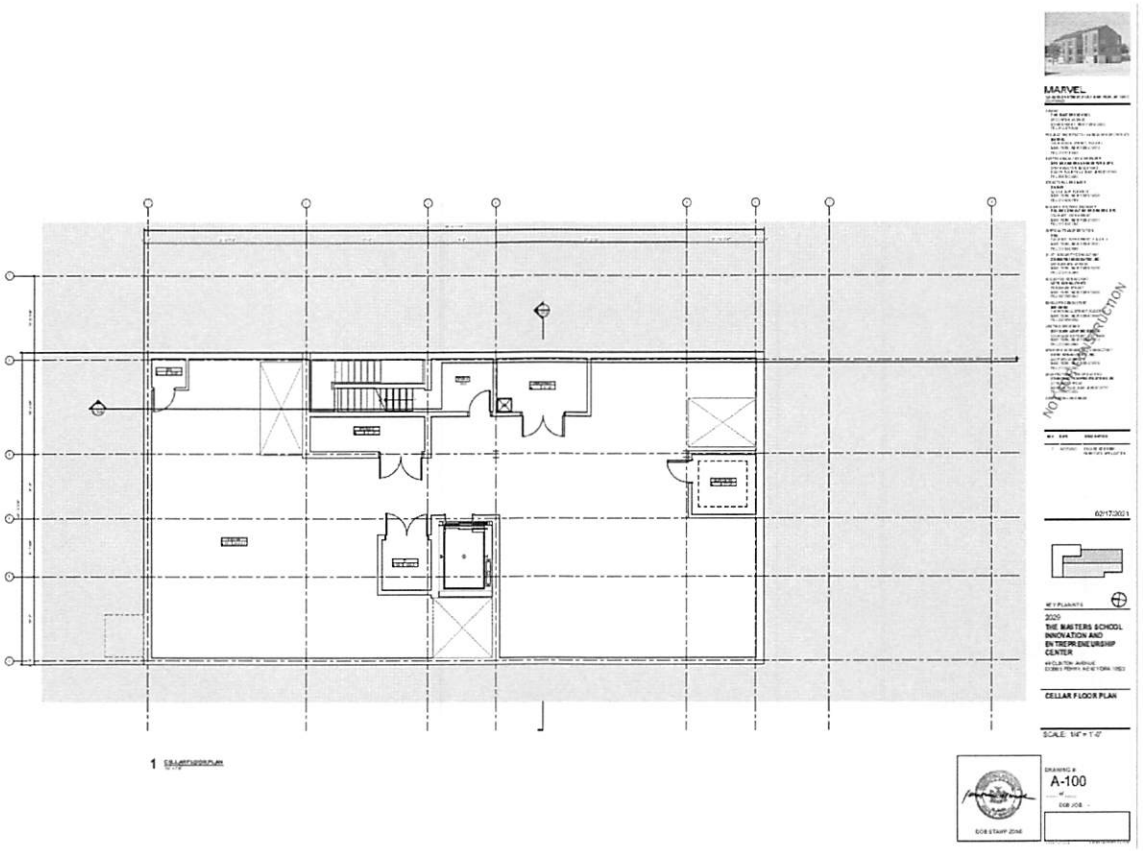
SCALE VARIES

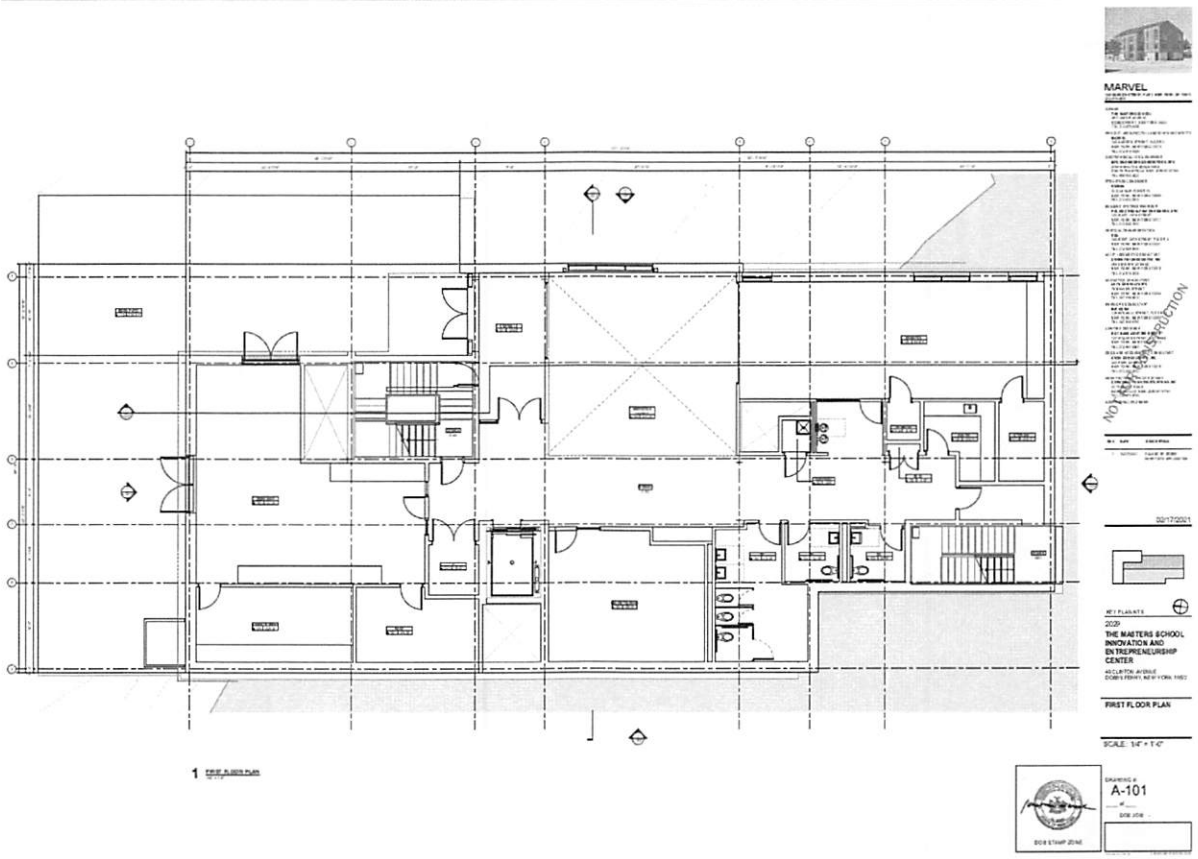
L- 610

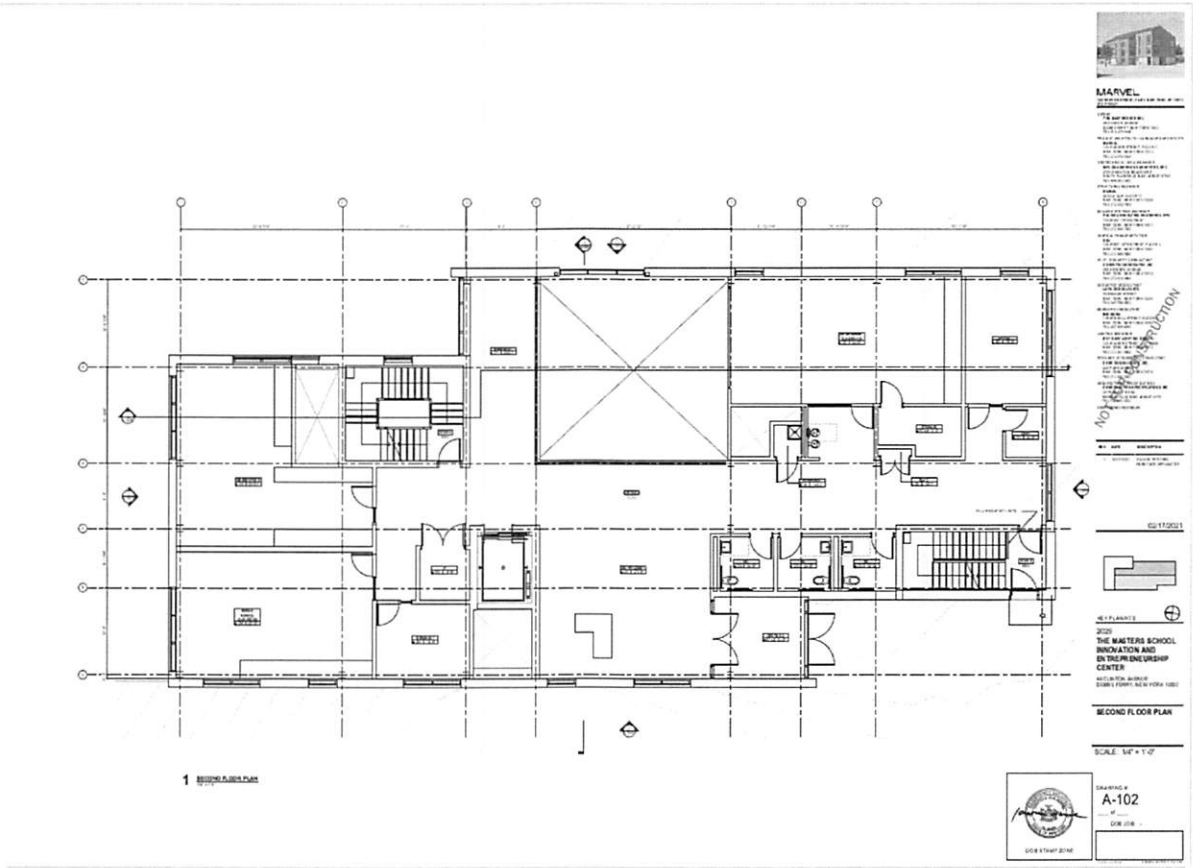
03

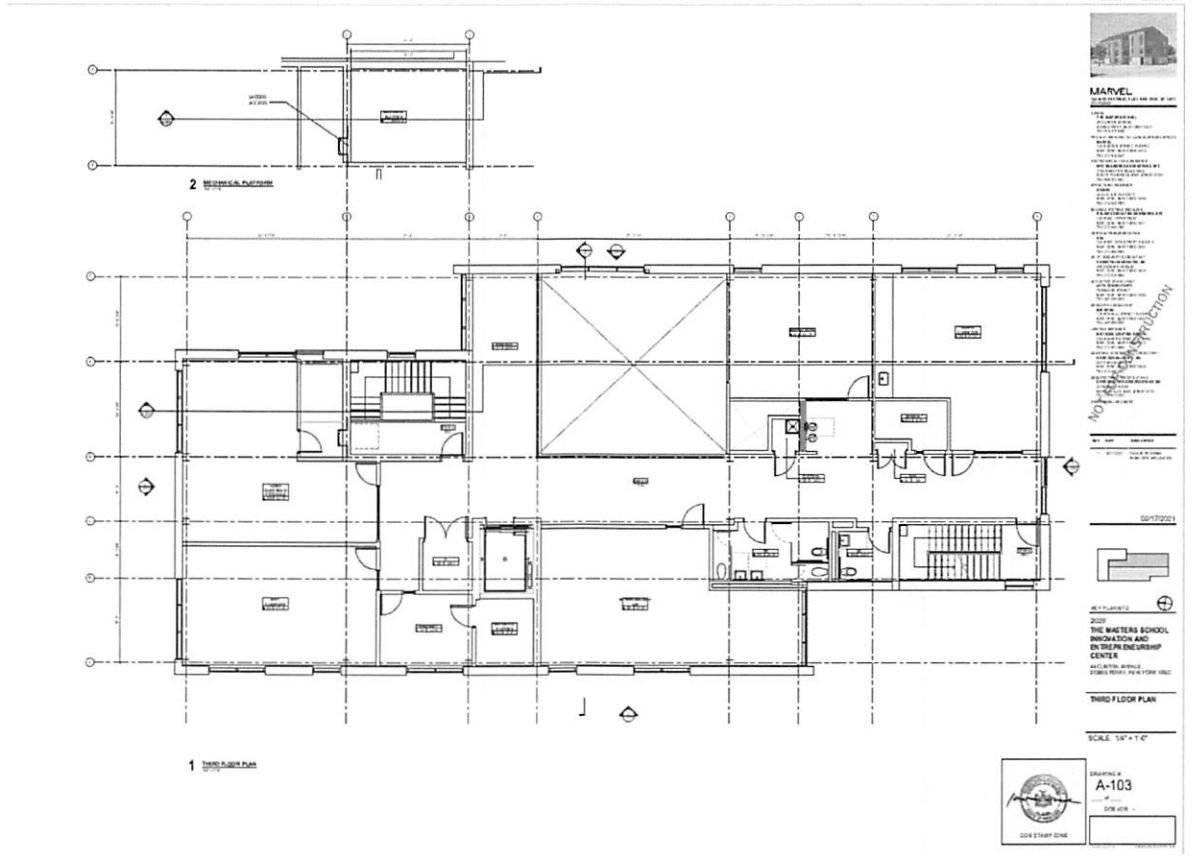

10
07
04
03
09
06
02
08
05
01
MASIVEL
2020
THE BASTERS SCHOOL INNOVATION AND ENTREPRENEURSHIP CENTER
TYPICAL DETAILS I
SCALE: VARIES
L 700
DOB STAMP ZONE

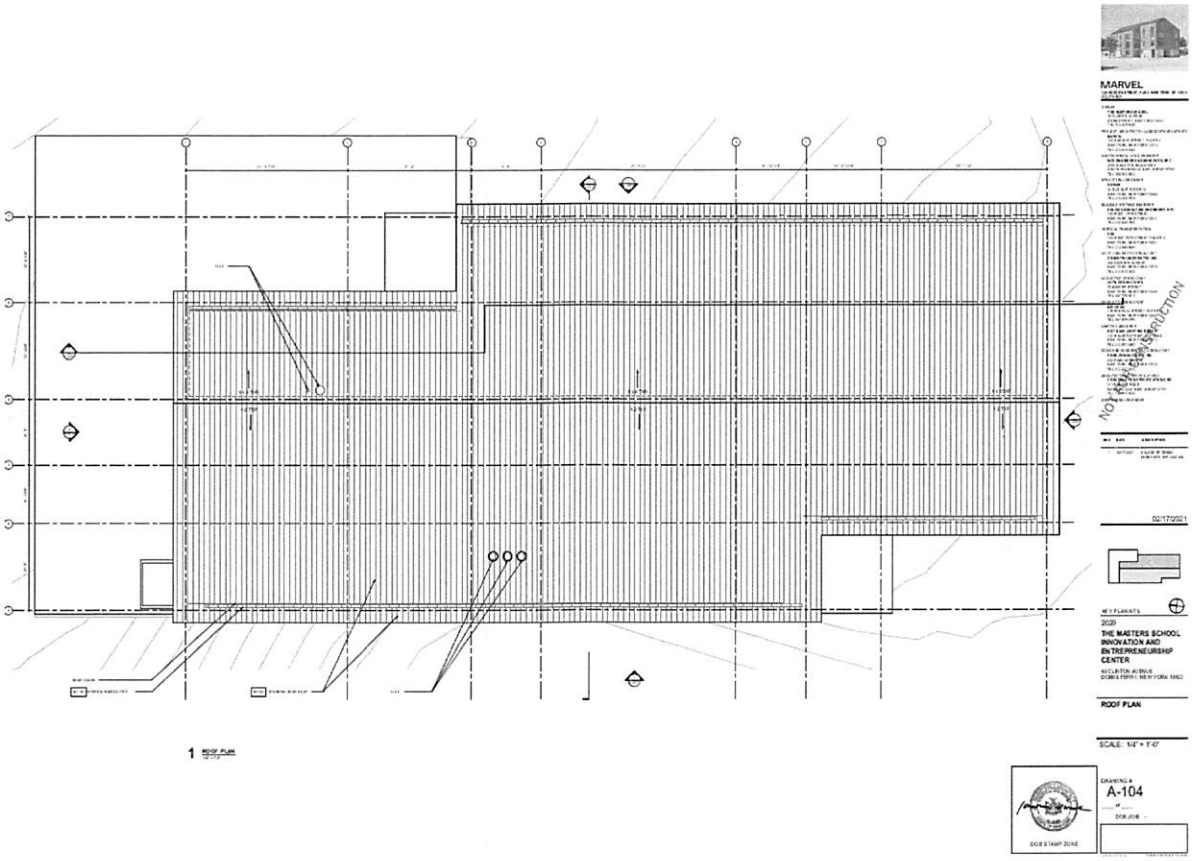

06
04
02
05
03
01
MASIVEL
2020
THE BASTERS SCHOOL INNOVATION AND ENTREPRENEURSHIP CENTER
TYPICAL DETAILS II
SCALE: VARIES
L 710
DOB STAMP ZONE

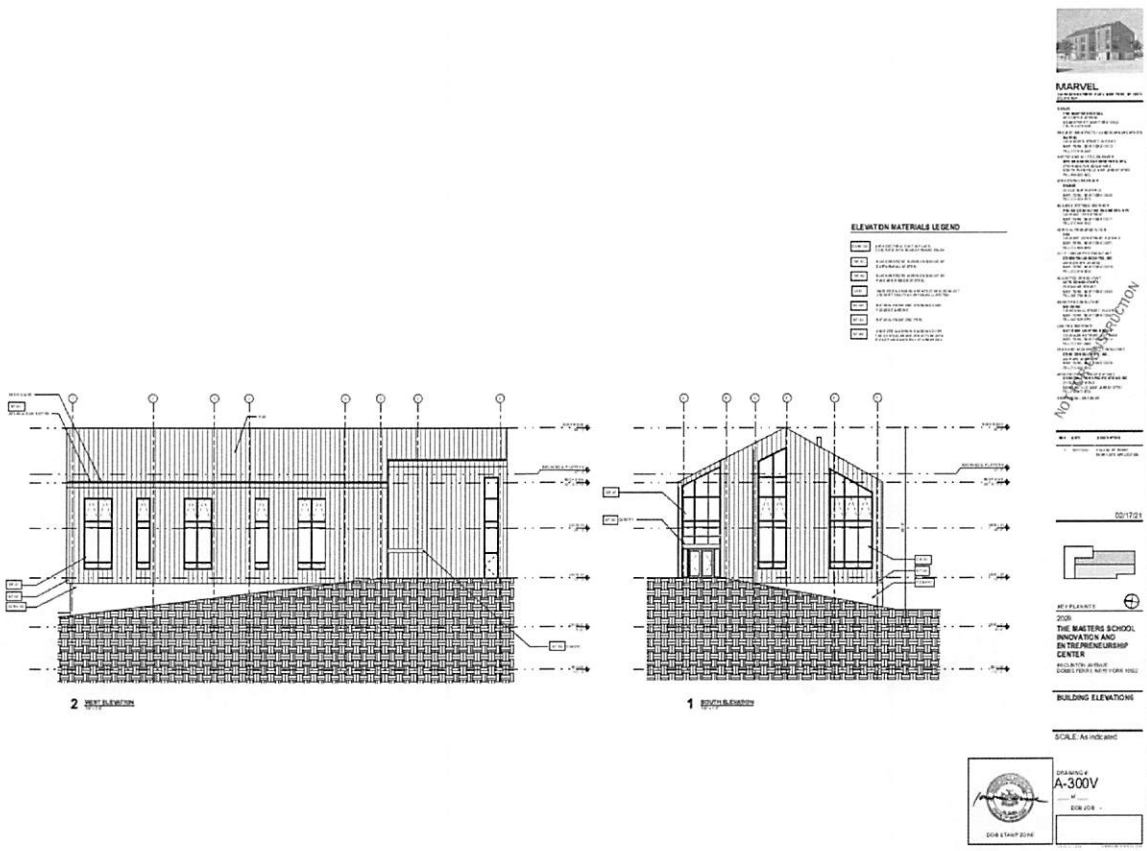

MARVEL
NOT FOR CONSTRUCTION
02/17/2021
2020
THE MASTERS SCHOOL INNOVATION AND ENTREPRENEURSHIP CENTER
CELLAR FLOOR PLAN
SCALE: 1/4" = 1'-0"
A-100

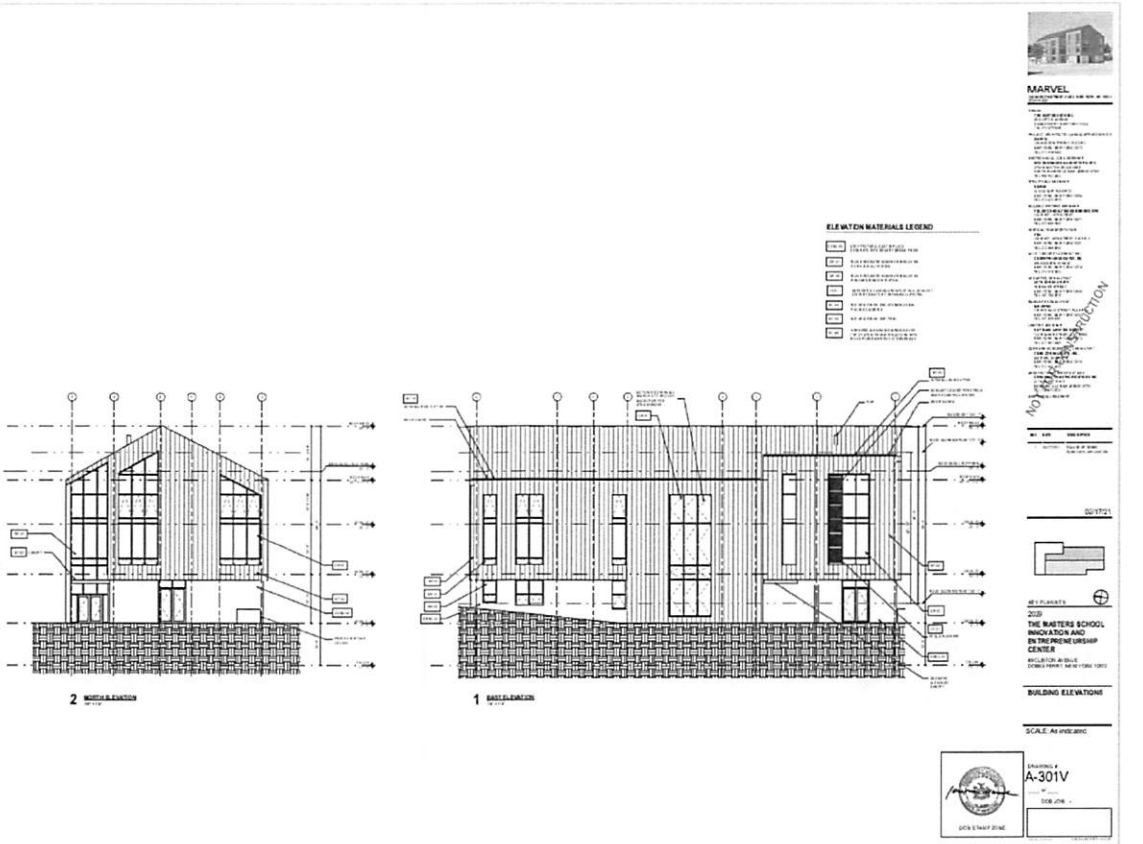

MARVEL
NOT FOR CONSTRUCTION
02/17/2021
2020
THE MASTERS SCHOOL INNOVATION AND ENTREPRENEURSHIP CENTER
FIRST FLOOR PLAN
SCALE: 1/4" = 1'-0"
A-101

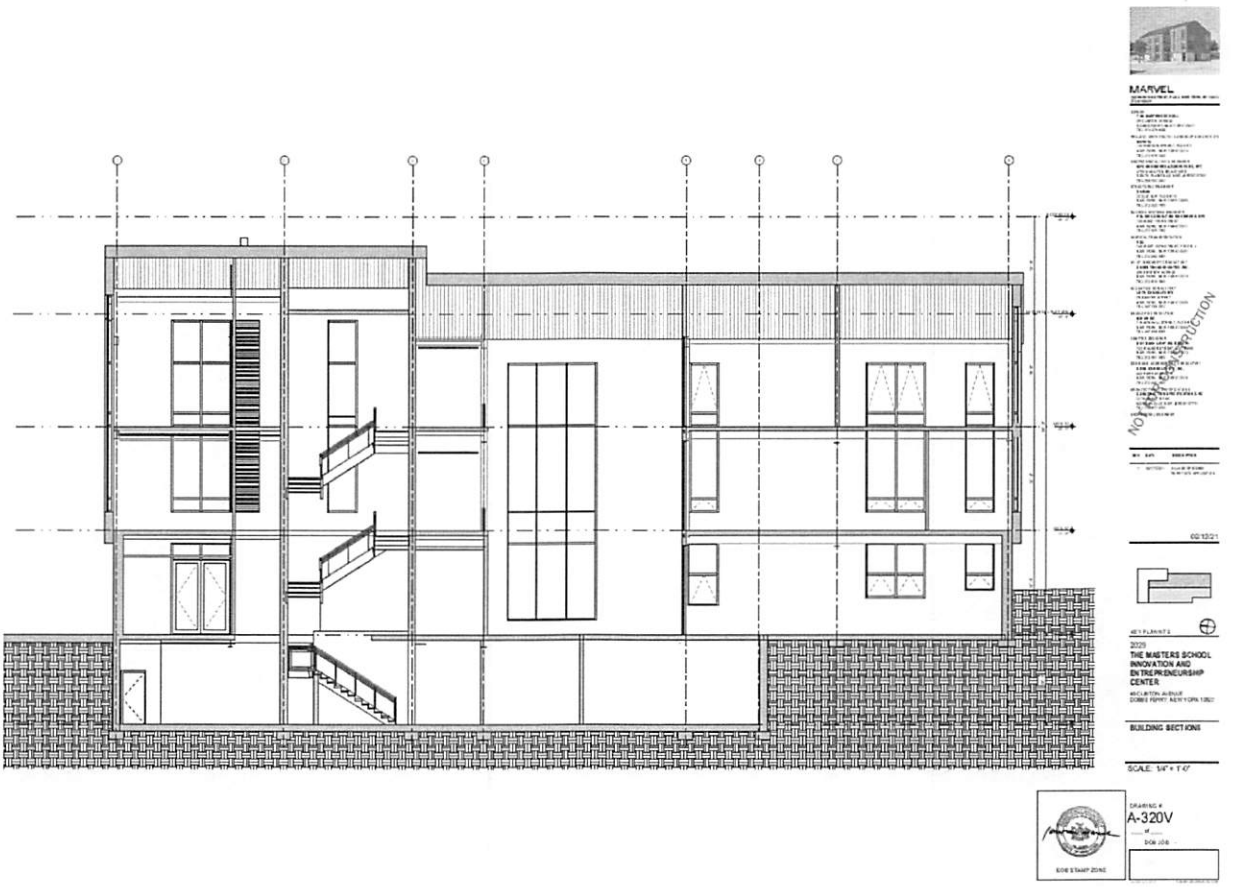

MARVEL
NOT FOR CONSTRUCTION
02/17/2021
THE MASTERS SCHOOL INNOVATION AND ENTREPRENEURSHIP CENTER
SECOND FLOOR PLAN
SCALE: 1/4" = 1'-0"
1 SECOND FLOOR PLAN
A-102

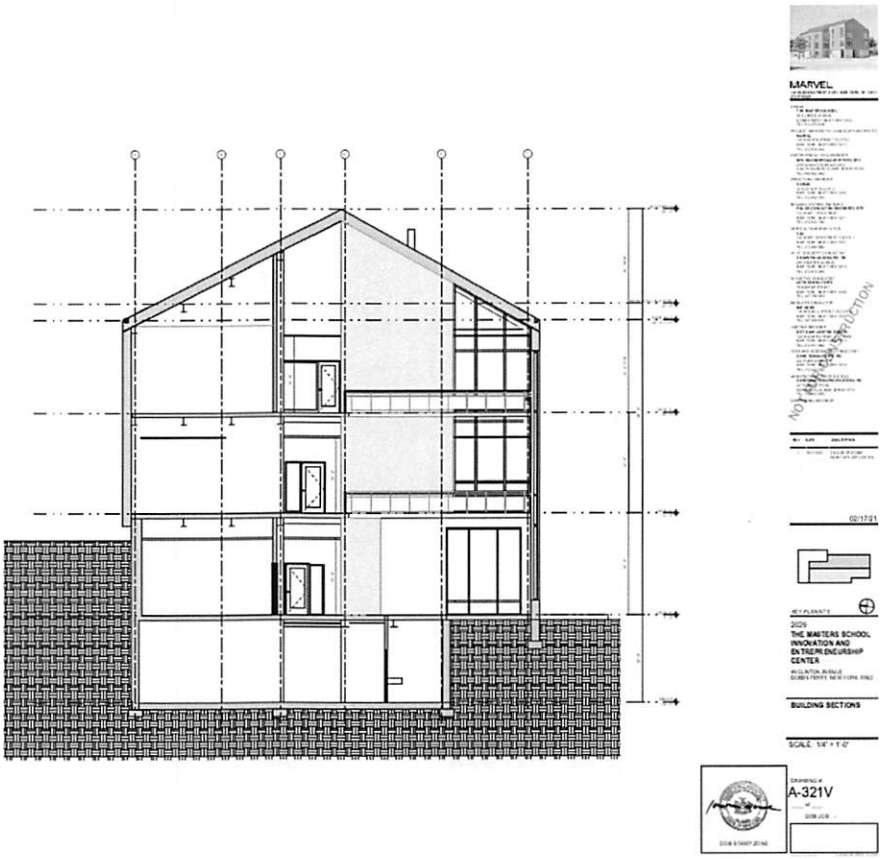

MARVEL
NOT FOR CONSTRUCTION
02/17/2021
THE MASTERS SCHOOL INNOVATION AND ENTREPRENEURSHIP CENTER
THIRD FLOOR PLAN
SCALE: 1/4" = 1'-0"
2 MECHANICAL PLATFORM
1 THIRD FLOOR PLAN
A-103

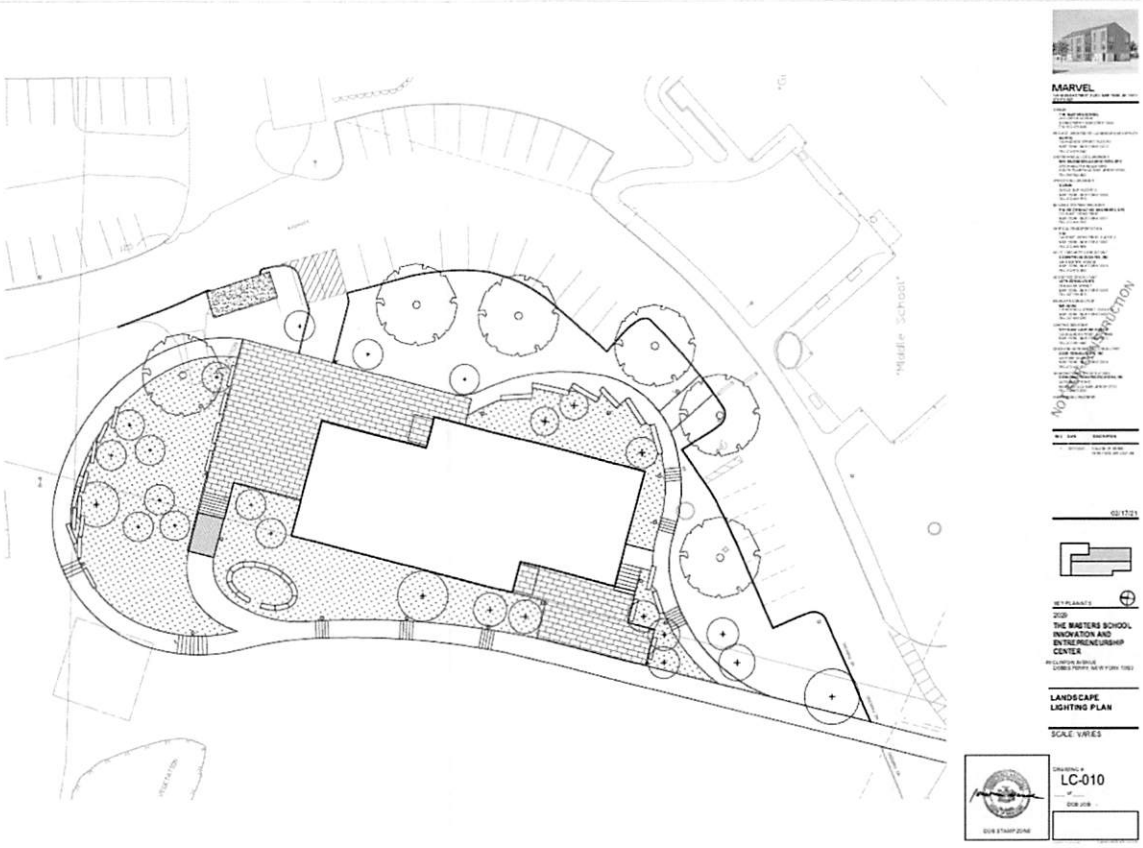

MARVEL
02/17/2021
2020
THE MASTERS SCHOOL INNOVATION AND ENTREPRENEURSHIP CENTER
ROOF PLAN
SCALE: 1/4" = 1'-0"
A-104
1 ROOF PLAN

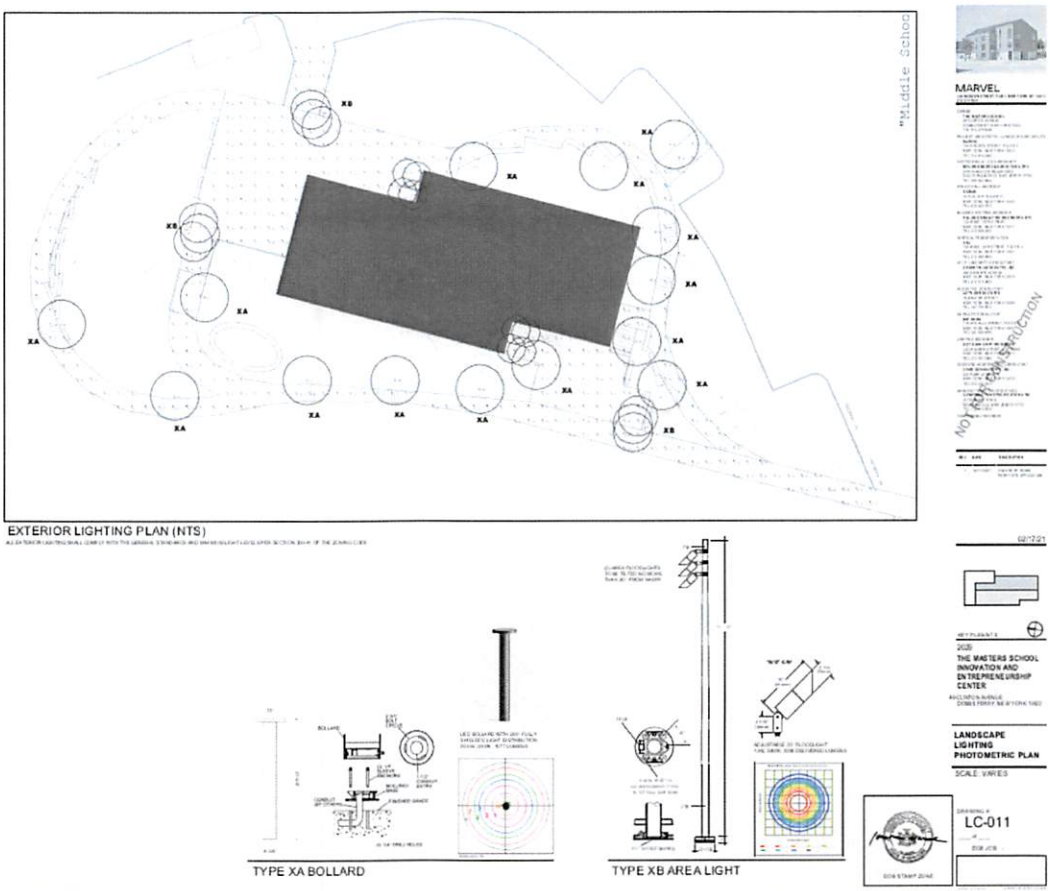

MARVEL
ELEVATION MATERIALS LEGEND
02/17/21
2020
THE MASTERS SCHOOL INNOVATION AND ENTREPRENEURSHIP CENTER
BUILDING ELEVATIONS
SCALE: As indicated
A-300V
2 WEST ELEVATION
1 SOUTH ELEVATION


MARVEL
ELEVATION MATERIALS LEGEND
2 NORTH ELEVATION
1 EAST ELEVATION
NOT FOR CONSTRUCTION
02/17/21
KEY PLAN/KEY
2025
THE MASTERS SCHOOL INNOVATION AND ENTREPRENEURSHIP CENTER
BUILDING ELEVATIONS
SCALE: As indicated
DRAWING #
A-301V
DOB STAMP ZONE


MARVEL
NOT FOR CONSTRUCTION
02/12/21
KEY PLAN/KEY
2025
THE MASTERS SCHOOL INNOVATION AND ENTREPRENEURSHIP CENTER
BUILDING SECTIONS
SCALE: 1/4" = 1'-0"
DRAWING #
A-320V
DOB STAMP ZONE


MARVEL
NOT FOR CONSTRUCTION
02/17/21
2020
THE MASTERS SCHOOL
INNOVATION AND
ENTREPRENEURSHIP
CENTER
BUILDING SECTIONS
A-321V


MARVEL
NOT FOR CONSTRUCTION
02/17/21
2020
THE MASTERS SCHOOL
INNOVATION AND
ENTREPRENEURSHIP
CENTER
LANDSCAPE
LIGHTING PLAN
SCALE: VARIES
LC-010



Mayor Rossillo said we are not going to make any decisions today on this matter, it is simply to see a brief presentation and then refer it to the Planning Board. Mayor Rossillo said it will come back to us to vote on, but right now we are taking a look at the presentation.

The following people were present to represent the application: Mr. Seth Marx/The Masters School; Mr. Brad Schwartz/Zarin & Steinmetz; Mr. Ed Biddle/The Masters School; Ms. Lissa So/Marvel Designs; Ms. Jennifer Olson/Marvel Designs; and Mr. Stephen Beavan/MFS Engineers.

Mr. Schwartz said they are here this evening for the school's proposed Innovation and Entrepreneurship Center, (IEC). Mr. Schwartz said the building will be the home for the school's computer science and engineering classes. Mr. Schwartz introduced the team that was present this evening to represent the application. Mr. Schwartz said they are here for an initial presentation and to ask the Board to make the necessary referrals. Mr. Schwartz said because the classes are already offered at the school there will be no new students, no new faculty and therefore no new traffic.

Mr. Biddle discussed the history of The Master's School and construction on the campus. Mr. Biddle said they try to use and reuse existing structures to the maximum extent that they can. Mr. Biddle said they only add buildings when they have a need or use that is not and cannot be met with existing structures. Mr. Biddle said when they do build, they do so carefully and with a commitment to sustainability and green planting principles.

Mr. Marx said this is a program that has outgrown it's current facility. Mr. Marx said innovation, entrepreneurship and the computer sciences are programs that did not exist 30 years ago. Mr. Marx said the IEC program began in 2016 with 16 students enrolled in the courses. Mr. Marx said this year 250 students have been enrolled in the IEC courses. Mr. Marx discussed the importance of the IEC program. Mr. Marx said Master's is not seeking to expand enrollment, they are looking to meet the needs of their students in a facility that is modern and paired up nicely to what they need for the foundation of college and careers. Mr. Marx said they are excited about the opportunity to work with the community and think about how the facility is an enhancement to the Village of Dobbs Ferry, like our track and out other campus facilities.

Ms. Olson discussed the proposed application and displayed the following slides:

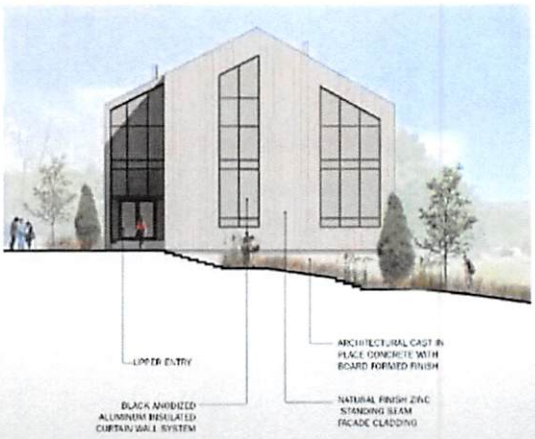
Jennifer Olso...
CAMPUS AERIAL PHOTOGRAPH
ZONING MAP
THE MASTERS SCHOOL
MARVEL

Jennifer Olso...
PARK COTTAGE
CLINTON AVENUE
EVANS FAMILY FIELD
ESTHERWOOD MANSION
IEC
MIDDLE SCHOOL
ESTHERWOOD AVENUE
CAMPUS PLAN AND SITE SECTION
THE MASTERS SCHOOL
MARVEL

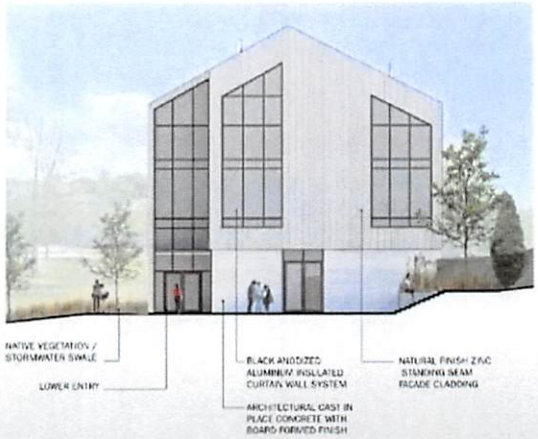
Jennifer Olso...
BIORETENTION GARDEN
SWOOPING PATH WRAPPING GARDEN WITH INFORMAL AMPHITHEATER SEATING
STONE STAIRWAY TO LOWER TERRACE
LOADING AREA
NATIVE VEGETATION / STORMWATER SWALE
LOWER ENTRANCE
UPPER TERRACE
BIOSWALE / NATIVE GARDEN
ADA GRAVEL PATH
SAFE PEDESTRIAN CROSSING
CRUSHED BONDED GRAVEL PATH AT GRADE
PROTECT EXISTING TREES
LANDSCAPE PLAN
THE MASTERS SCHOOL
INNOVATION AND ENTREPRENEURSHIP CENTER
VILLAGE OF DOBBS FERRY SITE PLAN APPLICATION
BOARD OF TRUSTEES MEETING
2021.04.13
MARVEL

WEST ELEVATION
Jennifer Olso...
BIORETENTION GARDEN
STAIR TO LOWER TERRACE
ARCHITECTURAL CAST IN PLACE CONCRETE WITH BOARD FORMED FINISH
HARMONIES GARDEN
NATIVE VEGETATION / STORMWATER SWALE
BLACK ANODIZED ALUMINUM INSULATED CURTAIN WALL SYSTEM
NATURAL FINISH ZINC STANDING SEAM FACADE CLADDING
UPPER TERRACE
ANODIZED ALUMINUM CLADDING OVER TOP OF STEEL FRAME STRUCTURE WITH WOOD PLANK MATERIAL AT UNDERSIDE
PROTECT MATURE TREES
PATH TOWARDS MIDDLE SCHOOL / LOWER TERRACE
EAST ELEVATION
PARKING
UPPER TERRACE
PROTECT EXISTING VEGETATION / MATURE TREES
NATIVE VEGETATION / STORMWATER SWALE
ADA ACCESSIBLE RAMP
BLACK ANODIZED ALUMINUM INSULATED PUNCHED WINDOW SYSTEM
BLACK ANODIZED ALUMINUM INSULATED CURTAIN WALL SYSTEM
NATURAL FINISH ZINC STANDING SEAM FACADE CLADDING
LOWER ENTRY
ARCHITECTURAL CAST IN PLACE CONCRETE WITH BOARD FORMED FINISH
ANODIZED ALUMINUM CLADDING OVER TOP OF STEEL FRAME STRUCTURE WITH WOOD PLANK MATERIAL AT UNDERSIDE
ANODIZED ALUMINUM ARCHITECTURAL EXHAUST LOUVER TO MATCH CURTAIN WALL SYSTEM
BUILDING AND LANDSCAPE ELEVATIONS
THE MASTERS SCHOOL
INNOVATION AND ENTREPRENEURSHIP CENTER
VILLAGE OF DOBBS FERRY SITE PLAN APPLICATION
BOARD OF TRUSTEES MEETING
2021.04.13
MARVEL

SOUTH ELEVATION



NORTH ELEVATION



BUILDING AND LANDSCAPE ELEVATIONS
THE MASTERS SCHOOL
INNOVATION AND ENTREPRENEURSHIP CENTER
VILLAGE OF DOBBS FERRY SITE PLAN APPLICATION
BOARD OF TRUSTEES MEETING
2021.04.13

MARVEL

SITE CONTEXT RENDERINGS
THE MASTERS SCHOOL
INNOVATION AND ENTREPRENEURSHIP CENTER
VILLAGE OF DOBBS FERRY SITE PLAN APPLICATION
BOARD OF TRUSTEES MEETING
2021.04.13

MARVEL

A discussion was held and Ms. Olson, Mr. Schwartz and Mr. Beavan addressed questions from the Board.

Mayor Rossillo thanked the Master's team for their presentation.

Consider a resolution to make certain declarations under SEQRA and authorize referral of the application of 49 Clinton Avenue as may be necessary to comply with applicable laws

Deputy Mayor Cassell offered the following resolution which was seconded by Trustee Patino:

RESOLUTION 11-2021

RESOLUTION OF THE VILLAGE OF DOBBS FERRY BOARD OF TRUSTEES MASTERS SCHOOL SITE PLAN APPLICATION – REFERRAL TO PLANNING BOARD & AHRB AND ESTABLISH LEAD AGENCY FOR SEQRA REVIEW

WHEREAS, on April 13, 2021 the Board of Trustees of the Village of Dobbs Ferry acknowledged receipt of a site plan application, referred in accordance with Dobbs Ferry Zoning Code §300-52(B)(2) by the Building Inspector serving as Land Use Officer, for property at 49 Clinton Avenue in the EI Zoning District for construction of a proposed 22,361 s.f. Innovation and Entrepreneurship Center educational building and related site improvements on an undeveloped portion of the 90-acre Masters School campus; and

WHEREAS, following presentation of an overview of the project on April 13, 2021 by the applicant's representatives, the Board must now take certain actions prior to conducting further review of the application in compliance with the New York State Environmental Quality Review Act and corresponding regulations thereto ("SEQRA"), the Dobbs Ferry Zoning Code and NYS General Municipal Law.

NOW, THEREFORE, BE IT RESOLVED, that, the Board of Trustees of the Village of Dobbs Ferry, as sole approval authority for the site plan, hereby declares that it will serve as Lead Agency for the SEQRA review of the project, an Unlisted action; and

BE IT FURTHER RESOLVED, that, as an essential precondition to further review of the proposed project, the Board of Trustees of the Village of Dobbs Ferry hereby directs that the project be referred for comment and recommendation to the (i) Dobbs Ferry Planning Board as required by the Zoning Code §300-52(B)(3); (ii) Architectural and Historic Review Board as required by the Zoning Code §300-17(C)(7); and (iii) Westchester County Planning Board in accordance with General Municipal Law §239-m based on the proximity of the subject property to Route 9, a State Highway.

MAYOR ROSSILLO	☒ AYE	☐ NAY	☐ ABSTAIN	☐ RECUSE	☐ ABSENT/EXCUSED
DEPUTY MAYOR CASSELL	☒ AYE	☐ NAY	☐ ABSTAIN	☐ RECUSE	☐ ABSENT/EXCUSED
TRUSTEE DAROCZY	☒ AYE	☐ NAY	☐ ABSTAIN	☐ RECUSE	☐ ABSENT/EXCUSED
TRUSTEE KNELL	☒ AYE	☐ NAY	☐ ABSTAIN	☐ RECUSE	☐ ABSENT/EXCUSED
TRUSTEE PATINO	☒ AYE	☐ NAY	☐ ABSTAIN	☐ RECUSE	☐ ABSENT/EXCUSED
TRUSTEE SULLIVAN	☒ AYE	☐ NAY	☐ ABSTAIN	☐ RECUSE	☐ ABSENT/EXCUSED
TRUSTEE TAYLOR	☒ AYE	☐ NAY	☐ ABSTAIN	☐ RECUSE	☐ ABSENT/EXCUSED
VOTE TOTALS	**AYE: 7**	**NAY: 0**	**ABSTAIN: 0**	**RECUSE: 0**	**ABSENT/EXCUSED: 0**
RESULT:	**MOTION PASSES**				

Mr. Schwartz thanked the Board.

Discussion of the Parklet Program Rules and Procedures

Mr. Leins said we had the Parklet Program that was in place last year. Mr. Leins said at the end of the year there were a couple of entities that indicated that they wanted to keep it over the winter and the prior Administrator had given them permission to do so. Mr. Leins said there were two restaurants with parklets or potential parklets over the winter and construction started on one of them two or three weeks ago. Mr. Leins said under the current rules it was not totally deemed appropriate for additional work to be done on those parklets. Mr. Leins said if it is the Board's desire to be able to enable these restaurants and/or retail premises to be able to use these parklets in a bigger way than what was originally intended, Ms. Dickson has prepared some language to permit that so that other restaurants and businesses will be able to have similar type of construction to what you saw at the two restaurants that currently have parklets.

Ms. Dickson said she added language in the winter because people were using tents and canopies. Ms. Dickson said now they want to broaden the ability to enhance the parklet with preparing shelters of a more solid nature. Ms. Dickson said we looked at the language because awnings, canopies and tents were specifically prohibited by the rules and procedures the last time, we thought we could add a caveat that any structures of that nature would need to be reviewed and approved by the Building Department. Ms. Dickson said only the Building Department can actually inspect the plans for those structures and deem them safe and in accordance with all applicable uniform codes. Ms. Dickson said New York State Uniform Codes are enforced in the Village so you would be able to permit structures with the examples of

awnings, tents and pergolas and those kinds of structures of that nature by pre-approval and review by the Building Department, because it must be constructed safely and it must be constructed in accordance with the uniform code.

A discussion was held and Ms. Dickson addressed questions from the Board.

The Board members said they are in favor of the proposed amendment to the Parklet Program Rules and Procedures.

Mayor Rossillo and the Board noted that they are in favor of the proposed amendment.

Mayor Rossillo said the program ends on November 28th and DPW will collect the barriers on Monday, November 29th, so the structures have to be down by then.

Ms. Dickson said if the Governor lifts the statewide health emergency that is a caveat in the back of your mind.

Trustee Daroczy asked if that was just for serving liquor outside.

Ms. Dickson said the statewide health emergency is for the health and safety of the patrons and if he lifts the statewide health emergency you have no more authority to license public property for use by private entities. Ms. Dickson said the reason we are doing this now is in the interest of protecting the health and safety of your residents and the public.

Trustee Daroczy said there is a misunderstanding of this with the restaurant owners and we should communicate this to them.

Ms. Dickson said this is included in the license agreement and we can highlight this area when we send them to the restaurants.

Ms. Dickson said she doesn't think it took formal Board approval to establish the rules and procedures.

Mr. Leins said there was no formal motion approving the original rules so we were just trying to get a sense of the Board and we can make the amendment. Mr. Leins said if that is the sense of the majority then we can go ahead and do that.

Mayor Rossillo said that is the sense of the Board.

Discussion of the following Earth Day activities: Play Streets on April 18, 2021 and "Ditch Your Car/Bring Your Wheels" on April 24, 2021

Ms. Jennifer Murphy sent the following e-mail dated April 1, 2021 to Mr. Richard Leins/Interim Village Administrator and Ms. Alissa Fasman/Secretary to the Village Administrator:

From: Jennifer Murphy [redacted]
Sent: Thursday, April 1, 2021 4:01 PM
To: Village Administrator <villageadministrator@dobbsferry.com>; Alissa Fasman <afasman@dobbsferry.com>
Cc: Jessica Pflueger [redacted]>; Kendra Garrison <kgarrison@dobbsferry.com>
Subject: Proposed Earth Month Activities - recap to Zoom, 4/1

[EXTERNAL] This email is from outside the Village of Dobbs Ferry - Please use caution when opening links and attachments!
Hi Richard, Alissa,

Thanks again for today's call. We are excited to have something like this to look forward to again ☺
To recap, below is a quick summary of **1) "Ditch Your Car / Bring Your Wheels" Event** and **2) Play Streets** pilot.

In addition to these events, we'll also be hosting 5 small walking tours through various woodland trails and parks in Dobbs Ferry, as well as a Zoom Trivia Night with our partner, 511NY RideShare.

1) Ditch Your Car / Bring Your Wheels" Event
This event will encourage residents to walk or ride into town, and come learn about various forms of alternative transportation methods -- such as e-bikes, skateboards, scooters, roller skates, and more! Afterwards, we'll encourage folks to wander into town and support one of our local bars, restaurants or shops.

WHEN: Saturday, April 24 (3-6pm)
WHERE: Parking lot at Cedar & Palisade St.

Following Halloween protocol, all participants will have to wear masks and will be encouraged to socially distance. All attendees must sign-in and provide contact information for future contact tracing, if needed. This is a public event.

2) Play Streets
'Play Streets': create a safe place for kids to play outside on the streets by offering pop-up, low-traffic, street closures for biking, skating, and ball-playing:
https://www.ourstreetsdobbsferry.com/actions/play-streets

WHEN: Sunday, April 18 (2-5pm) with April 25 as the rain date

WHERE: We have already identified two neighborhoods to participate in the pilot and the neighborhood contacts are copied here:

1. All of Bellewood Ave (between Ashford and Walgrove) (Carolyn Hanson: carolynhanson77@gmail.com)

2. All of Chestnut Ridge Way plus Price St between Chestnut and Hickory Hill Dr (Jessica Pflueger: Pflueger.jj@gmail.com and Leslie Pappa: lesliepapa23@gmail.com)

All participants will have to wear masks and parents/ caregivers must be present at all times for children under 10 years of age. Contact information will be collected for future contact tracing, if needed. These are intended to be neighborhood events but all are welcome.

Many thanks, and please let us know if you need any further info.
Best,
Jenn

Ms. Jessica Pflueger sent the following e-mail dated April 8, 2021 to Mayor Rossillo, Mr. Richard Leins/Interim Village Administrator, Trustee Christy Knell and Ms. Elizabeth Dreaper/Village Clerk:

From: Jessica Pflueger [redacted]
Sent: Thursday, April 8, 2021 10:06 AM
To: Vincent Rossillo <MayorRossillo@dobbsferry.com>; Village Administrator <villageadministrator@dobbsferry.com>; Christy Knell <TrusteeKnell@dobbsferry.com>; Liz Dreaper <ldreaper@dobbsferry.com>
Cc: [redacted] Carolyn Hanson [redacted]>; Jennifer Murphy [redacted]>; Rebecca Pitts [redacted]>
Subject: Ask for street closure approval for April 18

[EXTERNAL] This email is from outside the Village of Dobbs Ferry - Please use caution when opening links and attachments!
To: Mayor Rossillo, Trustee Knell, Richard and Liz,

Following the presentation on the last BoT meeting, we herewith would like to close the loop on the Play Streets events and officially ask for approval for the street closures.

WHEN: Sunday, April 18 (2-5pm) with April 25 as the rain date

WHERE: We have already identified two neighborhoods to participate in the April Earth Month pilot and the neighborhood contacts are copied here:

1. All of Bellewood Ave (Carolyn Hanson: carolynhanson77@gmail.com)
2. All of Chestnut Ridge Way plus Price St between Chestnut and Hickory Hill Dr (Jessica Pflueger: Pflueger.jj@gmail.com
and Leslie Pappa: lesliepapa23@gmail.com)

What are Play Streets?

'Play Streets' create a safe place for kids to play outside on the streets by offering pop-up, low-traffic, street closures for biking, skating, and ball-playing: https://www.ourstreetsdobbsferry.com/actions/play-streets

All participants will have to wear masks and parents/ caregivers must be present at all times for children under 10 years of age. This is not a public event, but only open to residents of the particular neighborhood (incl. friends and family). We will ensure to have contact tracing in place and keep the sign in lists for three weeks.
We will work with the DPW to arrange for the barriers to be dropped off. We do not anticipate needing support from the DF Police during the events. The barriers will be staffed by volunteers to make sure residents can get in and out of the closed area at all times.

Where we ask for approval by the BoT:

- Grant approval for the two street closures on April 18 (Rain date April 25)

- Confirm whether the 'block party' approval process is the right one to follow for neighborhoods who want to host their own Play Streets Event in the future (after the pilot in April).

Thank you in advance for your support. We are looking forward to creating a fun and safe event for our community.

Please let me know if you have any questions.

Best,

Jessica Pflueger
Our Streets Dobbs Ferry

11 Overlook Rd, Dobbs Ferry
[redacted]

Mr. Leins said we are following the model that the Village used for the Halloween street closure event. Mr. Leins said the other item would be in the parking lot and is run by one of our own entities, the Sustainability Task Force. Mr. Leins said it is an internal Village operation so we are just looking for a sense of approval on these two items.

Mayor Rossillo did an informal poll of the Board. The Board members were all in favor of the proposed Play Streets and the Ditch Your Car, Bring Your Wheels events.

Consider a resolution declaring April 30, 2021 as Arbor Day in the Village of Dobbs Ferry

Trustee Taylor offered the following resolution which was seconded by Trustee Sullivan:

RESOLUTION 12-2021

RESOLUTION OF THE VILLAGE OF DOBBS FERRY BOARD OF TRUSTEES DECLARING APRIL 30, 2021 AS ARBOR DAY IN THE VILLAGE OF DOBBS FERRY

WHEREAS, In 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees; and

WHEREAS, this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska; and

WHEREAS, Arbor Day is now observed throughout the nation and world; and

WHEREAS, trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce life-giving oxygen, and provide habitat for wildlife; and

WHEREAS, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products; and

WHEREAS, trees in our Village will increase property values, enhance the economic vitality of business areas, and beautify our community; and

WHEREAS, trees, wherever planted, are a source of joy and spiritual renewal and the residents of Dobbs Ferry should do all they can to save the trees we have and plant new ones;

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Board of Trustees of the Village of Dobbs Ferry declare Friday, April 30, 2021 as Arbor Day in the Village of Dobbs Ferry, and we urge all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands.

MAYOR ROSSILLO	☒ AYE	☐ NAY	☐ ABSTAIN	☐ RECUSE	☐ ABSENT/EXCUSED
DEPUTY MAYOR CASSELL	☒ AYE	☐ NAY	☐ ABSTAIN	☐ RECUSE	☐ ABSENT/EXCUSED
TRUSTEE DAROCZY	☒ AYE	☐ NAY	☐ ABSTAIN	☐ RECUSE	☐ ABSENT/EXCUSED
TRUSTEE KNELL	☒ AYE	☐ NAY	☐ ABSTAIN	☐ RECUSE	☐ ABSENT/EXCUSED
TRUSTEE PATINO	☒ AYE	☐ NAY	☐ ABSTAIN	☐ RECUSE	☐ ABSENT/EXCUSED
TRUSTEE SULLIVAN	☒ AYE	☐ NAY	☐ ABSTAIN	☐ RECUSE	☐ ABSENT/EXCUSED
TRUSTEE TAYLOR	☒ AYE	☐ NAY	☐ ABSTAIN	☐ RECUSE	☐ ABSENT/EXCUSED
VOTE TOTALS	**AYE: 7**	**NAY: 0**	**ABSTAIN: 0**	**RECUSE: 0**	**ABSENT/EXCUSED: 0**
RESULT:	**MOTION PASSES**				

Discussion of the establishment of an Affordable Housing Action Plan

Ms. Tiffany Zezula/Deputy Director Land Use Law Center and Ms. Rosemarie Noonan/Executive Director Housing Action Council sent the following letter dated February 12, 2021 to the Village of Dobbs Ferry:

February 12, 2020

Village of Dobbs Ferry
112 Main St.
Dobbs Ferry, New York 10522

RE: Fair & Affordable Housing Plan

To Whom It May Concern:

The Land Use Law Center (LULC) in partnership with the Housing Action Council (HAC) is pleased to submit this proposal to assist in creating a fair and affordable housing plan (FAHP) for the Village of Dobbs Ferry, including facilitating community workshops on affordable housing.

We propose to provide the following services:

- Review minutes and other relevant documents from the Village's Affordable Housing Committee to familiarize ourselves with the Committee's work and analyses to date;
- Review regional, county and local demographic and housing trends with Committee and develop a presentation for a community workshop;
- Review and evaluate a master list of possible actions prepared by the Committee to facilitate fair & affordable housing in the Village;
- Assist in organizing and facilitating a 2 hour community meeting in order to solicit the community's input on fair and affordable housing needs and ways in which the needs may be addressed;
- Consult on the marketing and advertising of the public sessions;
- Review and synthesize information collected at the public engagement session; and
- Review and provide feedback on Committee's drafted FAHP.

We propose a budget of $5,000 for these services of which $1,875 can be covered through Housing Action Council's technical assistance contract with the County of Westchester for 2020. The cost to the Village would be $3,125. The Village will be responsible for all refreshment costs in relation to the public meeting and will provide the printing and reproduction of marketing materials, maps and posters. Finally, the Village will provide assistance with all electronic advertising.

Additional Services:

- Assist the Committee in drafting a FAHP through 1-2 Committee meetings;
- Facilitate a second community meeting at which the draft FAHP is presented and input is solicited; and
- Assist the Committee in finalizing a FAHP.

We propose to budget an additional $5,000 for these services of which $1,875 can be covered through Housing Action Council's contract with the County and the balance of $3,125 by the Village.

Please let us know if this is acceptable.

Tiffany Zezula
Deputy Director
Land Use Law Center

Rosemarie Noonan
Executive Director
Housing Action Council

Ms. Tracy Baron/Chairperson Dobbs Ferry Affordable Housing Task Force sent the following letter dated April 6, 2021 to the Board of Trustees:

April 6, 2021

To the Dobbs Ferry Board of Trustees:

In accordance with its mission, the Dobbs Ferry Affordable Housing Task Force (DFAHTF) is beginning the process of creating an Affordable Housing Action Plan. An Affordable Housing Action Plan is a policy document with a set of concrete steps for the Village to support that will increase the availability of affordable housing for a wide variety of people in Dobbs Ferry. The plan will use an equity lens to develop clear, actionable strategies to meet current and future housing needs.

The DFAHTF believes that it is critical to engage the larger Dobbs Ferry community as part of the process of developing an Affordable Housing Action Plan. This community engagement should include opportunities to (1) educate the public; (2) learn about concerns, questions, and priorities; and (3) incorporate that information into Plan.

The Pace University Land Use Law Center (LULC), in partnership with the Housing Action Council (HAC), is offering to assist the DFAHTF "in creating a fair and affordable housing plan (FAHP) for the Village of Dobbs Ferry, including facilitating community workshops on affordable housing." As presented in their proposal, the Village's contribution would be $3,125.

The DFAHTF respectfully requests that the BOT approve the LULC proposal.

Thank you for your support.

Sincerely,

Tracy Baron
Chairperson
Dobbs Ferry Affordable Housing Task Force

Deputy Mayor Cassell said the Task Force has been working on this for a while, getting resources from around the County and the nation on how to create affordable housing in Dobbs Ferry. Deputy Mayor Cassell said the Pace Land Use Law Center has done so much work on affordable housing so they are the perfect group to help us with this. Deputy Mayor Cassell said this will help us to focus to come up with a plan of action of how to create affordable housing and more importantly how to access the residents in the Village to become participants in this and to support it. Deputy Mayor Cassell said she is all for it and supports the expenditure.

Consider a resolution authorizing the expenditure of the sum of $3125 to engage the services of Pace University Land Use Law Center and the Housing Action Center to assist in the creation of a Fair and Affordable Housing Plan (FUHP) for the Village of Dobbs Ferry, as more fully described in letter proposal dated February 12, 2020

Mayor Rossillo said he took this class at Pace University and it was very informative and helpful.

Deputy Mayor Cassell offered the following resolution which was seconded by Trustee Knell:

RESOLUTION 13-2021

RESOLUTION OF THE VILLAGE OF DOBBS FERRY BOARD OF TRUSTEES AUTHORIZING EXECUTION OF ANY AND ALL AGREEMENTS TO FORMALIZE THE ENGAGEMENT OF PACE UNIVERSITY LAND USE LAW CENTER FOR PROFESSIONAL CONSULTING SERVICES TO ASSIST IN THE CREATION OF A FAIR AND AFFORDABLE HOUSING PLAN, (FUHP), FOR THE VILLAGE OF DOBBS FERRY

BE IT RESOLVED that the Village of Dobbs Ferry Board of Trustees hereby authorizes execution of any and all agreements to formalize the engagement of Pace University Land Use Law Center for professional consulting services to assist in the creation of a Fair and Affordable Housing Plan (FUHP) for the Village of Dobbs Ferry at a cost of $3,125, as more fully described in a letter proposal dated February 12, 2020.

MAYOR ROSSILLO	☒ AYE	☐ NAY	☐ ABSTAIN	☐ RECUSE	☐ ABSENT/EXCUSED
DEPUTY MAYOR CASSELL	☒ AYE	☐ NAY	☐ ABSTAIN	☐ RECUSE	☐ ABSENT/EXCUSED
TRUSTEE DAROCZY	☒ AYE	☐ NAY	☐ ABSTAIN	☐ RECUSE	☐ ABSENT/EXCUSED
TRUSTEE KNELL	☒ AYE	☐ NAY	☐ ABSTAIN	☐ RECUSE	☐ ABSENT/EXCUSED
TRUSTEE PATINO	☒ AYE	☐ NAY	☐ ABSTAIN	☐ RECUSE	☐ ABSENT/EXCUSED
TRUSTEE SULLIVAN	☒ AYE	☐ NAY	☐ ABSTAIN	☐ RECUSE	☐ ABSENT/EXCUSED
TRUSTEE TAYLOR	☒ AYE	☐ NAY	☐ ABSTAIN	☐ RECUSE	☐ ABSENT/EXCUSED
VOTE TOTALS	**AYE: 7**	**NAY: 0**	**ABSTAIN: 0**	**RECUSE: 0**	**ABSENT/EXCUSED: 0**
RESULT:	**MOTION PASSES**				

Consider a resolution to waive the 2021 Sidewalk Café Permit fee

Mr. Leins said during the COVID pandemic last year the $150.00 Sidewalk Café Permit fee was waived. Mr. Leins said we had some interest expressed this year and the inquiry was made if the fee could be waived again since the virus is not quite over yet.

Mayor Rossillo said he is fine with it.

Trustee Knell said $150 on our end is a lot less impactful to the Village than it is to the businesses. Trustee Knell said she supports waiving the fee if we can.

The full membership of the Board agreed to waive the 2021 Sidewalk Café Permit fee.

Trustee Knell offered the following resolution which was seconded by Trustee Patino:

RESOLUTION 14-2021

RESOLUTION OF THE VILLAGE OF DOBBS FERRY BOARD OF TRUSTEES TO WAIVE THE FEES FOR SIDEWALK CAFE PERMITS IN 2021

WHEREAS, in furtherance of its effort to address the impacts of COVID-19 on local businesses, especially restaurants, and the risks posed by the pandemic to the health and welfare of its residents and the public, the Board of Trustees of the Village of Dobbs Ferry hereby temporarily waives the $150 sidewalk café permit fee, as set forth in the Master Fee Schedule, for the 2021 season.(April 1, 2021 – November 30, 2021)

NOW, THEREFORE, BE IT RESOLVED, that the Board of Trustees of the Village of Dobbs Ferry hereby waives the 2021 Sidewalk Café permit fees

MAYOR ROSSILLO	☒ AYE	☐ NAY	☐ ABSTAIN	☐ RECUSE	☐ ABSENT/EXCUSED
DEPUTY MAYOR CASSELL	☒ AYE	☐ NAY	☐ ABSTAIN	☐ RECUSE	☐ ABSENT/EXCUSED
TRUSTEE DAROCZY	☒ AYE	☐ NAY	☐ ABSTAIN	☐ RECUSE	☐ ABSENT/EXCUSED
TRUSTEE KNELL	☒ AYE	☐ NAY	☐ ABSTAIN	☐ RECUSE	☐ ABSENT/EXCUSED
TRUSTEE PATINO	☒ AYE	☐ NAY	☐ ABSTAIN	☐ RECUSE	☐ ABSENT/EXCUSED
TRUSTEE SULLIVAN	☒ AYE	☐ NAY	☐ ABSTAIN	☐ RECUSE	☐ ABSENT/EXCUSED
TRUSTEE TAYLOR	☒ AYE	☐ NAY	☐ ABSTAIN	☐ RECUSE	☐ ABSENT/EXCUSED
VOTE TOTALS	**AYE: 7**	**NAY: 0**	**ABSTAIN: 0**	**RECUSE: 0**	**ABSENT/EXCUSED: 0**
RESULT:	**MOTION PASSES**				

Consider a resolution to award the bid for Gould Park Playground Improvements to P. Corsetti, Inc. in the amount of $323,766.75, as recommended by Suzette Lopane, R.L.A./Landscape Architect Westchester County and Kendra Garrison/Superintendent of Recreation

The preliminary submittal results are as follows:

DOBBS FERRY
NEW YORK

Parks & Recreation Department

Kendra Garrison, CPRP
Superintendent of Parks & Recreation
Kgarrison@dobbsferry.com

105 Palisades Street
Dobbs Ferry, NY 10522
(914) 693 -0024

PRELIMINARY SUBMITTAL RESULTS

Gould Park Playground Improvements
Village of Dobbs Ferry
Westchester County, N.Y.

Opening Date: March 23, 2021

Submittals Received From: Name of Organization or Individual City or Town, State	Amount of Base Bid:	Amount of Alternate Bid:	Amount of Total Bid:
Con-Tech Construction Technology Inc. 1961 Route 6 – Box 12 – Suite R-3 Carmel, NY 10512	$429, 390.00	$35, 202.00	$ 464, 592.00
P. Corsetti, Inc. 610 Fenmore Road Mamaroneck, NY 10543	$314,916.75	$8,850.00	$323,766.75
Paladino Concrete Creations Corp. 315 N. Mac Questen Parkway Mt. Vernon, NY 10550	$398,386.25	$8,895.00	$407,281.25
Vernon Hills Contracting Corporation 395 N. Mac Questen Parkway Mt. Vernon, NY 10550	$341,313.50	$9,640.00	$350,953.50

Ms. Kendra Garrison/Superintendent of Recreation sent the following memo dated March 25, 2021 to Mayor Rossillo and the Board of Trustees:

DOBBS FERRY
NEW YORK

Parks & Recreation Department

Kendra Garrison, CPRP
Superintendent of Parks & Recreation
Kgarrison@dobbsferry.com

105 Palisades Street
Dobbs Ferry, NY 10522
(914) 693 -0024

MEMO

To: Mayor Rossillo & Board of Trustees

CC: Richard Leins, Interim Village Administrator
Jeff Chuhta, Village Treasurer

From: Kendra Garrison, Superintendent of Recreation

Date: March 25, 2021

Re: Gould Park Playground Improvements

On March 23, 2021, four bids were received for the Gould Park Playground Improvements. After reviewing the submitted proposals, I am in agreement with Suzette LoPane, Landscape Architect for Westchester County and would recommend that the board award the bid in the amount of $323,766.75 to P. Corsetti, Inc.

Ms. Suzette Lopane/R.L.A. Principal Planner (Urban Design) sent the following letter and attachments dated March 24, 2021 to Ms. Kendra Garrison/Superintendent of Recreation:

Westchester gov.com

George Latimer
County Executive

Department of Planning

Norma V. Drummond
Commissioner

March 24, 2021

Kendra Garrison
Dobbs Ferry Recreation Building
105 Palisades Street
Dobbs Ferry NY 10522

Re: Gould Park Playground Improvements

Dear Kendra;

Enclosed for your review is an analysis of the bids submitted on Tuesday, March 23, 2021, for the Gould Park Playground Improvements. All of the bid proposals received have been checked for mathematical accuracy and the totals shown on the spreadsheet represent correct amounts.

The low bidder is Pat Corsetti, Inc. This contractor has worked on various other projects of similar scope, including Sprain Ridge Playground in 2017 and Deluca Park in 2019. We recommend the Village award the bid to Corsetti at the next Board of Trustees meeting.

Please note that the Village attorney must check the contractor's references and perform the due diligence to verify the bid. Please notify me once the bid has been awarded so that we can schedule a pre-construction conference.

I look forward to working with you in completing this project.

Sincerely,

Suzette B Lopane P.L.A.

Suzette Lopane
Principal Planner (Urban Design)

Cc: Norma Drummond, Deputy Commissioner

Michaelian Office Building
148 Martine Avenue, Room 432
White Plains, New York 10601 Telephone: (914) 995-4400 Fax: (914) 995-9093 Website: westchestergov.com

Bid Tabulation Sheet
Gould Park Playground Improvements
Bid Opening Date: 03/03/2021

				Pat Corsetti, Inc.		Vernon Hills Contracting		Paladino Concrete Creations		Con-Tech Construction	
ITEM No.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID
203.02	UNCLASSIFIED EXCAVATION AND DISPOSAL	C.Y.	408	$ 70.00	$ 28,560.00	$ 52.00	$ 21,216.00	$ 75.00	$ 30,600.00	$ 122.50	$ 49,980.00
W206.0101	ROCK EXCAVATION (MIN $90/CY MAX $150/CY)	C.Y.	40	$ 90.00	$ 3,600.00	$ 90.00	$ 3,600.00	$ 125.00	$ 5,000.00	$ 150.00	$ 6,000.00
206.05	TEST PIT EXCAVATION	EA.	1	$ 1.00	$ 1.00	$ 450.00	$ 450.00	$ 500.00	$ 500.00	$ 1,201.30	$ 1,201.30
207.21	GEOTEXILE SEPARATION	S.Y.	1,290	$ 2.75	$ 3,547.50	$ 2.50	$ 3,225.00	$ 3.00	$ 3,870.00	$ 3.60	$ 4,644.00
209.13	SILT FENCE-TEMPORARY	L.F.	160	$ 4.00	$ 640.00	$ 8.00	$ 1,280.00	$ 3.00	$ 480.00	$ 8.40	$ 1,344.00
W209.1703	Sediment Filter Bag	EA	1	$ 25.00	$ 25.00	$ 250.00	$ 250.00	$ 150.00	$ 150.00	$ 414.80	$ 414.80
209.22	CONSTRUCTION ENTRANCE	S.Y.	70	$ 20.00	$ 1,400.00	$ 40.00	$ 2,800.00	$ 50.00	$ 3,500.00	$ 14.50	$ 1,015.00
W607.86	Site Protection Fencing	L.F.	445	$ 4.00	$ 1,780.00	$ 8.00	$ 3,560.00	$ 5.00	$ 2,225.00	$ 14.50	$ 6,452.50
W608.0311	Furnish and Install Engineered Wood Fiber Surface and Rubber Wear Mats	SF	5,605	$ 2.65	$ 15,383.25	$ 2.90	$ 16,834.50	$ 4.25	$ 24,671.25	$ 4.18	$ 24,264.90
W609.0210	Furnish and Install Cobble Block Curb	L.F.	500	$ 32.00	$ 16,000.00	$ 22.75	$ 11,375.00	$ 35.00	$ 17,500.00	$ 34.35	$ 17,175.00
610.1403	TOPSOIL - LAWNS	C.Y.	113	$ 75.00	$ 8,475.00	$ 60.00	$ 6,780.00	$ 60.00	$ 6,780.00	$ 111.20	$ 12,578.90
W610.1502	Turf Establishment - Lawn and Mowing/Watering	S.Y.	990	$ 10.00	$ 9,900.00	$ 3.00	$ 2,970.00	$ 1.50	$ 1,485.00	$ 6.00	$ 5,940.00
W615.0301	Furnish and Install Play Structure - 5-12 Year Old	EA	1	$ 109,790.00	$ 109,790.00	$ 135,909.00	$ 135,909.00	$ 150,000.00	$ 150,000.00	$ 149,915.00	$ 149,915.00
W615.0302	Furnish and Install Play Structure - 2-5 Year Old	EA	1	$ 80,500.00	$ 80,500.00	$ 95,280.00	$ 95,280.00	$ 105,000.00	$ 105,000.00	$ 102,025.00	$ 102,025.00
W615.0303	Furnish and Install New Three Bay Swings	EA	1	$ 8,200.00	$ 8,200.00	$ 12,800.00	$ 12,800.00	$ 13,000.00	$ 13,000.00	$ 12,041.60	$ 12,041.60
W615.0304	Furnish and Install New Tire Swing	EA	1	$ 5,430.00	$ 5,430.00	$ 6,909.00	$ 6,909.00	$ 10,500.00	$ 10,500.00	$ 6,325.00	$ 6,325.00
623.12	CRUSHED STONE (IN-PLACE MEASURE)	C.Y.	215	$ 95.00	$ 20,425.00	$ 65.00	$ 13,975.00	$ 75.00	$ 16,125.00	$ 113.00	$ 24,295.00
W690.01	PLAYGROUND AUDIT	EA	2	$ 600.00	$ 1,200.00	$ 1,250.00	$ 2,500.00	$ 3,500.00	$ 7,000.00	$ 1,890.00	$ 3,780.00
Alternate A											
203.02	UNCLASSIFIED EXCAVATION AND DISPOSAL	CY	26	$ 70.00	$ 1,820.00	$ 40.00	$ 1,040.00	$ 75.00	$ 1,950.00	$ 142.00	$ 3,692.00
608.020102	Hot Mix Asphalt (HMA) Sidewalks, Driveways	TON	31	$ 180.00	$ 5,580.00	$ 260.00	$ 8,060.00	$ 195.00	$ 6,045.00	$ 970.00	$ 30,070.00
623.12	CRUSHED STONE (IN-PLACE MEASURE)	CY	12	$ 95.00	$ 1,140.00	$ 45.00	$ 540.00	$ 75.00	$ 900.00	$ 120.00	$ 1,440.00
				Total:	$ 314,916.75	Total:	$ 341,313.50	Total:	$ 398,356.25	Total:	$ 429,390.00
				Alternate A Total:	$ 8,550.00	Alternate A Total:	$ 9,640.00	Alternate A Total:	$ 8,895.00	Alternate A Total:	$ 35,202.00
				Total Bid	$ 323,766.75	Total Bid	$ 350,953.50	Total Bid	$ 407,251.25	Total Bid	$ 464,592.00

Page 1 of 1

Mr. Leins said P. Corsetti Inc. is the low bidder and comes recommended by the County and also by Ms. Garrison. Mr. Leins said they also happen to be a pretty well recognized and respected playground installing company.

Mr. Chuhta said he is doing calculations and said we have talked informally about additional funding coming from the Recreation Fund. Mr. Chuhta said his calculation is just shy of $47,100.00 would be required to make this happen. Mr. Chuhta said he believes this needs formal Board approval as well.

Trustee Sullivan said the Recreation Commission recommended that we use another $50,000.00 for the Gould Park Playground.

Trustee Patino said he was fairly certain that it would come in higher, so it is encouraging to see this. Trustee Patino said we all want to see this happening soon, so he is in favor of doing this now.

Trustee Patino offered the following resolution which was seconded by Trustee Sullivan:

RESOLUTION 15-2021

RESOLUTION OF THE VILLAGE OF DOBBS FERRY BOARD OF TRUSTEES TO AWARD THE BID FOR THE GOULD PARK PLAYGROUND IMPROVEMENTS

NOW THEREFORE BE IT RESOLVED, that the Board of Trustees hereby awards the bid for the Gould Park Playground Improvements to P. Corsetti, Inc. in the amount of $323,766.75.

MAYOR ROSSILLO	☒ AYE	☐ NAY	☐ ABSTAIN	☐ RECUSE	☐ ABSENT/EXCUSED
DEPUTY MAYOR CASSELL	☒ AYE	☐ NAY	☐ ABSTAIN	☐ RECUSE	☐ ABSENT/EXCUSED
TRUSTEE DAROCZY	☒ AYE	☐ NAY	☐ ABSTAIN	☐ RECUSE	☐ ABSENT/EXCUSED
TRUSTEE KNELL	☒ AYE	☐ NAY	☐ ABSTAIN	☐ RECUSE	☐ ABSENT/EXCUSED
TRUSTEE PATINO	☒ AYE	☐ NAY	☐ ABSTAIN	☐ RECUSE	☐ ABSENT/EXCUSED
TRUSTEE SULLIVAN	☒ AYE	☐ NAY	☐ ABSTAIN	☐ RECUSE	☐ ABSENT/EXCUSED
TRUSTEE TAYLOR	☒ AYE	☐ NAY	☐ ABSTAIN	☐ RECUSE	☐ ABSENT/EXCUSED
VOTE TOTALS	**AYE: 7**	**NAY: 0**	**ABSTAIN: 0**	**RECUSE: 0**	**ABSENT/EXCUSED: 0**
RESULT:	**MOTION PASSES**				

Motion by Trustee Sullivan, seconded by Trustee Taylor to transfer $47,100.00 from the Recreation Fund to the Capital Fund that has been designated for the Gould Park Playground.

The Board did not vote on the motion.

Trustee Patino discussed the possibility of establishing contingency for the project so we don't have to come back and discuss small increases for unforeseen conditions.

Mr. Leins said we can always hope that it comes in within the bid contract price. Mr. Leins said there was no contingency built into the contract. Mr. Leins said he would leave it alone and hope that it can be brought in within the contract price.

Trustee Sullivan offered the following resolution which was seconded by Trustee Taylor:

RESOLUTION 16-2021

RESOLUTION OF THE BOARD OF TRUSTEES OF THE VILLAGE OF DOBBS FERRY AUTHORIZING THE TRANSFER OF $47,100.00 FROM THE RECREATION FUND TO THE CAPITAL FUND DESIGNATED FOR THE GOULD PARK PLAYGROUND

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Board of Trustees of the Village of Dobbs Ferry authorizes the transfer of $47,100.00 from the Recreation Fund to the Capital Fund that has been designated for the Gould Park Playground.

MAYOR ROSSILLO	☒ AYE	☐ NAY	☐ ABSTAIN	☐ RECUSE	☐ ABSENT/EXCUSED
DEPUTY MAYOR CASSELL	☒ AYE	☐ NAY	☐ ABSTAIN	☐ RECUSE	☐ ABSENT/EXCUSED
TRUSTEE DAROCZY	☒ AYE	☐ NAY	☐ ABSTAIN	☐ RECUSE	☐ ABSENT/EXCUSED
TRUSTEE KNELL	☒ AYE	☐ NAY	☐ ABSTAIN	☐ RECUSE	☐ ABSENT/EXCUSED
TRUSTEE PATINO	☒ AYE	☐ NAY	☐ ABSTAIN	☐ RECUSE	☐ ABSENT/EXCUSED
TRUSTEE SULLIVAN	☒ AYE	☐ NAY	☐ ABSTAIN	☐ RECUSE	☐ ABSENT/EXCUSED
TRUSTEE TAYLOR	☒ AYE	☐ NAY	☐ ABSTAIN	☐ RECUSE	☐ ABSENT/EXCUSED
VOTE TOTALS	**AYE: 7**	**NAY: 0**	**ABSTAIN: 0**	**RECUSE: 0**	**ABSENT/EXCUSED: 0**
RESULT:	**MOTION PASSES**				

Discussion of Dobbs Ferry Youth Services Coalition referral of a proposal from Epiphany Community Services for evaluator services and consider a resolution to accept the proposal and authorize execution of agreements based on the proposal for an annual fee not to exceed $10,500

The Dobbs Ferry Youth Services Coalition Evaluation Proposal is as follows:

Dobbs Ferry Youth Services Coalition Evaluation Proposal 2/15/2021

Who is ECS

The Epiphany Community Services (ECS) staff has more than 55 years of experience working with community coalitions. Based on its experience, ECS has identified specific expectations and steps a contractual evaluator should deliver for effective evaluation. ECS proposes the following work organized by the evaluation tasks.

What to Expect from ECS and the Coalition Evaluation Process

Coalition and community level evaluation is functionally different than program evaluation or traditional evaluation of non-profits. Coalitions are inherently focused on changing the conditions in the community that affects individual behaviors and choices. Coalitions bring a unique focus on promoting positive health outcomes at all levels of the community. To achieve this level of outcome, it is necessary to use multiple strategies engaged in by a diverse array of partners. This level of evaluation requires a functional flow of information and evaluation that enables 1. Improvement, 2. Coordination, 3. Celebration, 4. Accountability, and 5. Sustainability.

Setting Up and Building Upon a Current Evaluation Plan

The evaluation process should begin with the outcome in mind. The community and its leaders need functional evaluation information to achieve the five functions of evaluation: Improvement, Coordination, Celebration, Accountability, and Sustainability. The primary purpose of an evaluation plan is to determine and name the interests, information, and results each audience requires.

An evaluation plan details 1. the specific questions to be answered for key community members, stakeholders, and concerned party(s) including but not limited to those financially invested in the work, 2. the information required to answer these questions, 3. how this information is collected and 4. how this information it is to be reported.

Many of the existing processes are focused on collecting and analyzing data related to community and individual conditions, behaviors, and attitudes, with an emphasis on tracking measures to demonstrate desired outcomes. These efforts limit the ability of the coalition to describe how their actions have affected the collected outcome data. While these efforts enable the coalition to monitor action for grant compliance effectively and create a foundation for telling the community story, they do not represent outcome-based evaluation for the specific work of the coalition. ECS will expand this process to include matching the work to the intended outcomes or name the interests of key community leaders and other coalition stakeholders. The evaluation plan will continue to focus on what each audience cares about, what the coalition is doing, and its effect on the community. ECS will work with the coalition to review past work, as appropriate, to determine its inclusion as part of the new evaluation process. Lastly, ECS will continue work to ensure that intended outcomes are reviewed and modifications made to create a realistic outcome path, also known as a logic model.

Identify the Coalition Output Monitoring System

ECS will help determine not only what the coalition is doing and its contribution to outcomes but what additional strategies should be undertaken to ensure optimal results. This determination is the first step in tracking what coalitions do to affect outcomes. It requires output tracking and the development of a monitoring system to capture what the coalition does (outputs) in such a fashion to allow for analysis of the coalition's contribution to change relative to improved community health. Grant-based reporting and evaluation can place a burden on data collection with limited usefulness for coalition improvement and decision making. ECS will work with the coalition to implement a monitoring process that encompasses all coalition outputs (external and internal) and relate these to grant requirements. Reducing the data collection efforts and improving the value of the information shared in the community.

Create a User-Friendly, Customizable Database for Evaluation Data

Effective coalitions spend a significant amount of time and energy tracking and collecting information to monitor community conditions, behaviors, and attitudes. In addition to information on conditions and behaviors, it is necessary for the coalition to collect information on its work (outputs). As coalitions begin to track not only the intended effect of their work but their outputs, the amount of data can become cumbersome. ECS will utilize REACH Evaluation, an online data collection system that enables the coalition to capture outputs and outcome data in a single place. This customizable system allows the coalition to track its work in relation to its problems, risk factors, and local conditions. All data necessary for evaluation, grant, and community reporting starts with the coalition and is supported by ECS.

Refinement of Key Community Outcome Data to Collect

The coalition was formed to engage in the improvement of community conditions with the end goal of creating a healthier, more productive community. Local information, accurately detailing the community, and sensitive to coalition influences are pertinent to measuring the improvement of community conditions. This information can be hard to locate, difficult to understand, and disperse to the community. ECS will assist coalition staff and members with finding and selecting appropriate community data. The coalition has a history of working with data related to community conditions, behaviors, and attitudes. They have focused on using this data to further their coalition efforts development efforts. They need to be able to use their existing data and minimize the collection of future data to those items that describe the outcomes of their work in relation to changes in behaviors and conditions. This data is necessary to enable the coalition to raise awareness, track changes in behaviors and conditions, and identify new areas of concern for the community. ECS will work with the coalition to inventory existing data, create an understanding of what the data means and how to use it as part of their work towards outcomes.

ECS will work with the coalition to refine its outcome data collection efforts by matching:

- Outcome data to problems addressed
- Risk factors
- Local condition addressed

Special attention will be paid to integrating the past data collection work into the proposed evaluation framework. This attention will result in the ability to demonstrate the coalition's contribution to desired changes. This data will be tracked using REACH Evaluation, providing a visual relationship between coalition activities and community outcomes.

Provide Quality Control on Data Collected

Strong, consistent data collection enables the analysis of contribution and sets the stage for other analysis of the coalition's work towards outcomes. To ensure accurate data collection, ECS will continue to provide scoring of all output data monthly and provide the Coalition staff with regular feedback on their progress, improving the quality and quantity of data collection.

Coalition Process Evaluation

The processes of the coalition need to be measured and developed to improve its ability to produce outputs and create change in the community. The capacity of the coalition can be determined based on the effectiveness and quality of its meetings, its volunteer organizational structure, and which tools the coalition uses to plan and communicate its work. Using coalition capacity as a starting point for process evaluation is a logical first step to a more comprehensive coalition evaluation approach. ECS assists the coalition in developing an annual survey of members' satisfaction with the coalition process.

Additionally, ECS will assist the coalition in collecting "organizational change" output data to assist in demonstrating their ability to build the capacity of the coalition and the community to address the issues of priority for the coalition. In addition to evaluating the coalition's processes, ECS staff will provide ongoing assistance aimed at improving the capacity and functionality of the overall coalition. This work includes, but is not limited to, ongoing problem analysis, member engagement, strategic planning, capacity development activities, and executive coaching for coalition staff and volunteer leadership.

Program Evaluation

Program evaluation is disparate from coalition evaluation but should serve as a complement to it. As part of the coalition evaluation, ECS will support and assist with program evaluation as it relates to the overall work of the coalition, including tracking instances of delivery and number of people served as part of the online evaluation system as well as results of program evaluation via the online evaluation system's indicator engine. ECS will not be providing in-depth program-specific evaluation aimed at demonstrating the impact a program has on a single individual or

group participants. Additionally, ECS will not be engaged in processes aimed at demonstrating impact through adherence to program fidelity, administration, and analysis of pre/posttests or long-term participant tracking. If there is a desire for ECS to evaluate and monitor specific programs, an additional proposal will be developed that speaks to the specifics of the programs to be evaluated.

Enhance Evaluation Data Usefulness for Stakeholders

The coalition needs to create community wisdom; this occurs when evaluation information is functional for decision making. Once the evaluative process and systems are in place, the coalition and ECS will work to increase the availability of evaluation data and its use in day to day decision making and strategic planning.

ECS will work with the coalition to ensure:

1. Working groups and committees have access to necessary information for improved decision making and understanding of what others are doing in relationship to the goals of the coalition.
2. Creation of an evaluation committee to be used as part of the quality control process.
3. Easy to use and understand dashboards to monitor progress towards stated outcomes.
4. All grant reporting obligations are met.
5. Key stakeholders and coalition members understand the work of the coalition, specifically, what is most important to them.
6. The data collection process is capturing the most amount of data necessary to answer pertinent questions with the least amount of time and effort.

As the community's needs change, so will the evaluation process; ECS will work with the coalition to ensure evaluation stays in line with community needs and demands. This alignment will be accomplished through regular communication, review of activities, and community data.

Data Collection and Evaluation Support

Thoughtful and strategic data collection and evaluation methodology beyond coalition outcomes evaluation is important in understanding the work of individual projects and coalition activities. ECS will work with the coalition to develop the following on an as-needed basis to ensure that all data collection and evaluation activities are using best practices and appropriate methodology. ECS focuses on the evaluation of the coalition regardless of projects and funders, ensuring that both all needs are being addressed.

Dobbs Ferry Youth Services Coalition Evaluation Proposal 2/15/2021

Summary of Tasks:

- Tracking of outputs (dose) given to the community via interventions/strategies.
- Review of existing data collection processes including Core Measures for the DFC
- If necessary, development and implementation of core measures survey (as needed, implementation/analysis at additional cost).
- Analysis and reporting of core measure data as needed.
- Creating data collection processes related to the specific data needs of the coalition and related projects.
- Development of point-in-time surveys.
- Development of listening session, focus group, and key informant interview questions.
- Development of evaluation protocol for program and event evaluation.
- Support in identifying sample size and maximize data collection outreach.
- Conduct and analyze school and community-wide surveys (at an additional cost) and
- Other identified data needs and evaluation support as needed.
- Core measure support.
- Continuation application assistance for all grants.
- Grant assistance for potential applications, including outlines and reviews.
    - Special attention to year 6-10 application for the Drug Free Communities Support Program
- Coalition functioning survey and
- DFCMe Reporting assistance for DFC and STOP Act Funding.

Deliverables and Work Plan

The deliverables and related work plan for the coalition are broken down into what the ECS will do for the coalition in the first year, related products, and timelines. Subsequent support and deliverables are based on the coalition's action plan and requirements for evaluation. An annual evaluation report, semi-annual evaluation report, and a coalition capacity survey report will be developed.

Developing the Capacity of the Coalition to Participate in Effective Evaluation

Activity	Qt. 1	Qt.2	Qt.3	Qt.4
Review evaluation and communication expectations	X			
Site Visit(s)-estimated	X		X	
Re-evaluate frequency of communication	X			
Engagement of regular communication	X	X	X	X
TA/Training Plan			X	
Identification of additional data collection needs	X	X	X	X
Establish additional data collection processes as needed	X	X	X	X

Setting Up and Building Upon a Current Evaluation Plan

Activity	Qt. 1	Qt.2	Qt.3	Qt.4
Re-orientation to roles and responsibilities	X			
Review map of current stakeholders and funders	X			
Map current questions and determine new questions	X	X	X	X
Map current data and determine additional data to be collected	X	X	X	X
Map current reporting requirements-	X			
Map needed reporting	X			
Coalition review of evaluation plan and approval	X			

Identify the Coalition Output Monitoring System

Activity	Qt. 1	Qt.2	Qt.3	Qt.4
Train new staff as needed	X	X	X	X
Review and classification of past work for new staff	X	X	X	X
Monitor data for 30 days for new staff	X	X	X	X
Score for the first 30 days for new staff	X	X	X	X
Provide feedback for new staff	X	X	X	X
Monitor data for an additional 30 days for new staff	X	X	X	X
Score second 30 days for new staff	X	X	X	X
Provide feedback for new staff	X	X	X	X
Refine definitions	X	X		
100% of entries at 85% or better reliability	X	X	X	X
Ongoing monitoring/feedback	X	X	X	X

Create a User-Friendly, Customizable Database for Evaluation Data

Activity	Qt. 1	Qt.2	Qt.3	Qt.4
Database customization and planning as needed	X			
Staff/member training as needed	X	X	X	X
Ongoing feedback	X	X	X	X

Dobbs Ferry Youth Services Coalition Evaluation Proposal 2/15/2021

Refinement of Key Community Outcome Data to Collect

Activity	Qt. 1	Qt.2	Qt.3	Qt.4
Review existing outcome data	X			
Update plan for using existing data	X	X		
Map existing data to logic model(s) as appropriate	X	X		
Review of community assessment and related materials	X		X	
Preparation of data for year 6-10 application		X	X	
Engage in problem analysis, as needed	X			
Determine problem, risk factors, local conditions, as needed	X			
Develop a logic model, as needed	X	X		
Refinement of logic model inclusive of problem, risk factors, local conditions for year 6-10 application, as needed		X	X	
Determine indicators, as needed			X	
Coalition review and approval				X

Provide Quality Control on Data Collected

Activity	Qt. 1	Qt.2	Qt.3	Qt.4
Score data with ongoing feedback	X	X	X	X
First-quarter calibration	X	X		
Second-quarter calibration			X	
Revise metrics (if needed)				X

Coalition Process Evaluation

Activity	Qt. 1	Qt.2	Qt.3	Qt.4
Determine definition for capacity outputs (3)	X			
Draft Survey	X			
Review survey with leadership	X			
Coalition approval	X			
Implementation of survey	X			X
Analyze results	X			X
Recommendations	X			X
Implement recommendations		X		
Capacity Assistance	X	X	X	X

Evaluate specific programs-NA-See Above

Enhance Evaluation Data Usefulness for Stakeholders

Activity	Qt. 1	Qt.2	Qt.3	Qt.4	Ongoing
Training on evaluative methodology	X				
Establish an evaluation committee	X				
Incorporate evaluation data in planning		X			
Grant Reports	X		X		X
Templates/data dashboards		X			
Revise templates/data dashboards			X		
Report training for staff/members			X	X	X

Dobbs Ferry Youth Services Coalition Evaluation Proposal 2/15/2021

Cost

Standard Coalition Evaluation Services	$8,500.00* ($708.33/monthly)

- Logic Model Refinement
- Initiative Evaluation
  - Evaluation capacity support
  - Outputs
  - Documentation
  - Graphing
  - Reporting
- Analysis of Contribution
- Data dig process
- Qualitative data protocol development and related training
- Point in time survey development and analysis
- Action plans related to evaluation developed annually with the coalition

Technology (one site)	$2,000.00**($166.67/monthly)

- REACH Evaluation
- System Training
- Data Backup

Total	**$10,500.00*($875.00/monthly)**
Anticipated in-kind (for both)	$5,000.00

- Organizational Assistance
- Sustainability Training
- Sustainability Planning
- Reporting Assistance

*** Prorated by quarter**
****Purchased separately from evaluation services**
*****Plus, actual travel costs, Meal per diem=$10 for breakfast, $15 for lunch, $25 for dinner minus any meals provided by the coalition.**

Services agreement with Epiphany Community Services is as follows:

Dobbs Ferry 2021

SERVICES AGREEMENT

This Agreement ("Agreement") is dated as of April 5, 2021 between The Village of Dobbs Ferry whose principal place of business is 112 Main St., Dobbs Ferry, NY 10522 on behalf of the Dobbs Ferry Youth Services Coalition ("Customer") and Epiphany Community Services, ("ECS") with its principle place of the business at 95 N. Main St. Swanton Ohio, 43558. Customer desires ECS to provide the services described in the Agreement.

The parties agree as follows:

1. **SERVICES.** ECS agrees to provide those services described in the Evaluation Proposal Service Schedule (the "Services").

2. **TIME OF PERFORMANCE.** Work under this Agreement shall commence on April 5, 2021 and shall be completed on or before September 30 of each year. This contract will renew automatically October 1 of every year unless it is terminated by ECS or the Customer.

3. **COMPENSATION.** In consideration for the performance of the Services, the Customer shall pay ECS a sum not to exceed $4,250.00 in the current contract year and $8,500.00 in subsequent years as long as the contract is uninterrupted (the "Contract Fee") plus actual cost travel expenses related to travel to and from the Customer site, up to the maximum rates set forth in this Agreement. No site visits will be done without prior authorization from the Coalition. We require a 7-day notice of cancellation of an agreed upon site visit. A cancellation after that period will result in an invoice for any and all travel costs that may have been incurred by ECS. Including, but not limited to, airline tickets and lodging deposits. Each installment of the Contract Fee and the actual cost travel expenses including, but not limited to, airfare, mileage, rental car and meals (meals are billed out at $50.00 per day, per person, $10.00 for breakfast, $15.00 for lunch and $25.00 for dinner and we reserve the right to increase the meal per diem on an annual basis with a 30-day notice) shall be invoiced and payable as follows:

   Current Contract Year (April 5, 2021 through September 30, 2021)

   a. Payment of $ 2,125.00 due upon signing of contract

   b. Payment of $ 2, 125.00 due August 1, 2021

   Subsequent Contract Years (October 1 through September 30 of each year)

   a. Payment of $ 4,250.00 due October 1st

   b. Payment of $ 2,125.00 due April 1st

   c. Payment of $ 2,125.00 due on August 1st

   *A separate contract for software services (REACH) must also be signed at a cost of $2,000.00 annually.

   A line-item budget is included as part of the attached Service Schedule. ECS shall send an invoice to Customer at the address provided above by mail or through electronic means which must be paid by Customer within thirty (30) days. If not paid on time, Customer will also be responsible for an administrative fee equal to five percent (5%) of the amount of the invoice, which will be added to the next invoice (unless that is the last invoice, in which case the fee is payable immediately). Failure to remit payment within sixty (60) days shall result in an additional

administrative fee of ten percent (10%) of the amount of the invoice, payable in the same manner.

4. **TERM AND CANCELLATION.** This Agreement shall be effective upon signing by both parties and shall continue until termination. The Agreement may be terminated by the Customer under the following circumstance: (i) at any time upon a demonstration of willful negligence or breach of ECS's obligations under this Agreement which is not rectified within thirty (30) days after notice by Customer to ECS; (ii) for any reason if notified no later than 30 days before the end of each contract year; or (iii) demonstration of significant loss of funding resulting in an inability to continue funding of the Services. In the event of a proper cancellation, the Customer shall have no further liability under this Agreement. ECS may terminate this Agreement if Customer fails to meet its obligations under the Agreement and the breach is not rectified within thirty (30) days after notice by ECS to Customer.

5. **RECORDS.** During the term of this Agreement, and for a period of three years following the termination thereof, ECS shall maintain books and records supporting all expenses incurred under this Agreement which may be reimbursable by Customer. Customer shall have reasonable access to such books and records as required to verify any reimbursable expenses.

6. **CONFIDENTIAL INFORMATION.** ECS acknowledges that, in the performance of this Agreement, ECS may have access to confidential and proprietary information of the Customer including evaluation data and reports (the "Confidential Information"). ECS agrees that during the term of this Agreement and thereafter, ECS shall not disclose the Confidential Information to others and shall not use the Confidential Information except as necessary to carry out ECS's obligations under this Agreement. Upon termination of this Agreement, ECS shall immediately return to the Customer all information and materials belonging to the Customer, including all Confidential Information.

7. **MATERIALS.** In completing the services the parties shall mutually agree on whether ECS will use materials furnished by Customer or those owned and provided by ECS.

   a. **CUSTOMER MATERIALS.** Customer materials may include materials in printed, electronic or other forms. Customer retains all intellectual property and other rights and title to the Customer materials. Customer materials may be used only in connection with performing the Services. On termination of this Agreement, ECS shall promptly return all existing copies or partial copies of the Customer materials to Customer, and, if applicable, remove them from ECS's computers and shall certify to Customer that all copies or partial copies have been returned or destroyed.

   b. **ECS MATERIALS.** All ECS materials must be approved by Customer prior to use by ECS. ECS shall submit the materials to Customer for review prior to the commencement of the Services. Customer shall notify ECS of any objections to or rejection of the materials within five business days after receipt indicating the basis on which the materials are unacceptable to Customer. Customer may retain one copy of ECS's materials for archival purposes.

8. **HOLD HARMLESS.** ECS agrees to hold harmless, indemnify and defend the Customer and its officers, trustees, directors, members, employees, agents and representatives, from and against any and all claims, losses, liabilities, judgments, interest and settlements, including reasonable attorneys' fees and expenses, to the extent arising out of or relating to the performance of or by the ECS and its employees, agents and representatives under this Agreement.

9. **INDEPENDENT CONTRACTOR RELATIONSHIP.** The parties agree that ECS is and shall be deemed at all times an independent contractor and not an employee, agent or representative of the Customer. All persons employed by ECS shall be employees of and paid by ECS, and neither ECS nor any persons employed by ECS will be eligible for health insurance, sick leave, annual

leave, pension or any other fringe benefit associated with employment with the Customer. The parties further agree that neither party shall be liable for any obligations incurred by the other party.

10. **TAXES.** All income and employment taxes are the responsibility of the ECS. Nothing in this Agreement shall impose any tax liability upon the Customer, including, but not limited to, federal, state and local income taxes, unemployment insurance, or social security tax incurred by ECS. ECS understands and agrees that the Customer shall not withhold from ECS's payments any amounts of social security or federal or state income taxes, that a Form 1099 will be issued for the payments made to ECS under this Agreement, and that ECS will be responsible for the payment of any and all taxes, assessments, or other financial obligations, whether federal, state or local, which are legally required to be paid in connection with such payments. ECS further understands and agrees that if ECS fails to pay any applicable taxes, and if as a result, the Internal Revenue Service or any other federal, state, or local government agency assesses taxes and/or interest or imposes a fine and/or penalty against the Customer and/or any of its officers, trustees, directors, members, employees, agents or representatives, then ECS will indemnify, reimburse and hold harmless the Customer and/or any of its officers, trustees, directors, members, employees, agents and representatives for such sums and any reasonable expenses and fees incurred by them in connection with such assessed taxes and/or interest or imposed fine and/or penalty within ten days of being mailed notice of the existence of such assessment or imposition.

11. **PRINTED MATTER.** Except as specifically set forth herein, no documentation which is provided by ECS pursuant to this Agreement in human readable form, such as written or printed documents, shall be copied in whole or in part by the Customer without ECS's prior written agreement. Additional copies of printed materials may be obtained from ECS at the charges then in effect.

12. **CONFLICTS OF INTEREST.** ECS affirms that there exists no actual or potential conflict between ECS's family, business or financial interests and the performance of the Services. ECS will notify the Customer of all changes in any such interests during the term of this Agreement. The Customer reserves the right, in its sole discretion, to determine whether or not the interests required to be disclosed by this paragraph will disqualify ECS from performing the Services called for by this Agreement.

13. **REPRESENTATIONS AND WARRANTIES.** ECS warrants and represents that any ECS materials, including any software and documentation will not infringe any third-party copyright or violate any third party right of privacy and will not contain any libelous or other unlawful matter. ECS is authorized to grant end-user licenses and make all necessary modifications to the technology related to the Services. The Customer represents and warrants that any Customer Confidential Information or materials provided to ECS will not infringe any third-party copyright or violate any third party right of privacy and will not contain any libelous or other unlawful matter. The parties shall indemnify, defend and hold each other harmless from and against any liability arising out of its breach of this paragraph, including reasonable attorneys' fees and cost of defense.

    Except for the express warranties provided to Customer in this Agreement, ECS makes no other warranties, express or implied, including, but not limited to, any warranties of merchantability or fitness for a particular purpose, which are expressly disclaimed.

14. **LIMITATION OF LIABILITY. In no event shall ECS be liable to Customer or third parties for lost profits, special, incidental, direct, indirect, exemplary, punitive, or consequential damages, even if ECS were aware of the possibility of such damages.**

15. **LIMITATION ON DAMAGES. In no event will ECS' liability exceed the amount paid to ECS by the Customer under this Agreement within the prior three (3) months before the claim arose.**

16. **Force Majeure.** If the performance of any part of this Agreement by either party is prevented, hindered, delayed or otherwise made impracticable by reason of any flood, fire, riot, judicial or governmental action, labor dispute, act of God or other causes beyond the control of either party, the party shall be excused from such performance to the extent that it is prevented, hindered or delayed by such causes.

17. **General Provisions.** If any provision of this Agreement is determined to be unenforceable or invalid under any applicable statute or rule of law, the remaining provisions of the Agreement shall not be affected and shall remain in full force and effect. The captions and headings in the Agreement are included for ease of reference only and will be disregarded in interpreting or constructing this Agreement. A waiver of any term, provision or condition of this Agreement shall not be deemed a continuing waiver of any such term, provision or condition or a waiver of any other term, provision or condition. No waiver shall be valid or binding unless agreed to in writing and signed by an authorized representative of the Customer and ECS. Each party agrees and acknowledges that no presumption or inference shall be made or drawn against the drafter(s) of this Agreement. This Agreement shall be binding upon and shall inure to the benefit of the parties and each of their respective successors and assigns, provided that ECS may not assign any right or obligation under this Agreement without the Customer's prior written consent. Each party agrees that it will cooperate with the other in the performance of this Agreement and in the resolution of any disputes that may arise here from.

18. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties and supersedes all proposals, oral or written, and all other communications between the parties relating to the subject matter of this Agreement. This Agreement may not be amended or modified except in writing signed by both parties. The parties agree that an electronic or facsimile signature and copy of this Agreement shall be the same as an original.

19. **Governing Law.** This Agreement shall be governed by the laws of the State of Ohio.

20. **Notices.** Notices by either party may be made by mail or overnight courier to the other party at the address specified above.

21. **Authorized Persons.** The persons executing this Agreement do hereby declare, represent, acknowledge, warrant and agree that they are duly and fully authorized to execute this Agreement so as to legally bind the Customer and ECS, as the case may be.

[Signatures on following page]

EPIPHANY COMMUNITY SERVICES

By:_____
Its: Vice President of Operations
Date: April 5, 2021

CUSTOMER:

By:_____
Its:_____
Date:_____

ADDITIONAL INFORMATION (IF THE FISCAL AGENT AND CUSTOMER ARE DIFFERENT):

_____
Customer Contact Name/Title

_____ _____
Customer Contact Phone Customer Contact Email

_____
Customer Web Site

_____
Fiscal Agent (if applicable)

_____
Fiscal Agent Address

_____
Fiscal Agent Contact Name/Title

_____ _____
Fiscal Agent Contact Phone Fiscal Agent Contact Email

SERVICES SCHEDULE

See Attachment and Additional Terms (below) in this Schedule

Services agreement with REACHing Software is as follows:

Dobbs Ferry 2021

SERVICES AGREEMENT

This Agreement, by and between The Village of Dobbs Ferry whose principal address is 112 Main St., Dobbs Ferry, NY 10522 on behalf of the Dobbs Ferry Youth Services Coalition (hereinafter, the "COMPANY") and REACHing Software. (hereinafter, "RS") with its principal place of the business at 95 N. Main St. Swanton Ohio, 43558.

WHEREAS, RS desires to provide the services in accordance with the terms and conditions specified in this Agreement;

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the receipt of which is hereby acknowledged, the parties agree as follows:

1. **Services:** RS agrees to provide those services listed including access to online outputs data base hereafter referred to coalition database, 99% up time, technical assistance, support and maintenance, these services are related to and provide support to those services provided by Epiphany Community Services as noted in their contract.

2. **Time of Performance:** Work under this Agreement shall commence on April 5, 2021 and shall be completed on or before September 30 of each year. This contract will renew automatically October 1 of every year unless it is terminated by RS or the company.

3. **Compensation:** In consideration for the satisfactory performance of the services described in this Agreement, and subject to the limitations provided in the content of this agreement, the Company shall pay RS an initial sum of $ 1,000.00 and a sum of $ 2,000.00 for each subsequent year for the coalition database data storage (the "Contract Fee").

   a. A payment $1,000.00 is due upon receipt of contact
   b. A payment is $ 2,000.00 due upon by October 1 of each year the contract is in effect.

   RS shall send an invoice to Company at the address provided above, or any other alternative address stated by the Company, whether electronic or mailing, and said invoice shall be paid as stated herein. Failure to remit payment within thirty (30) days shall result in a penalty of five percent (5%) of the amount of the invoice to be assessed on the next invoice. Failure to remit payment within sixty (60) days shall result in a penalty of ten percent (10%) of the amount of the invoice to be assessed on the next invoice.
   The compensation specified in this paragraph shall constitute RS's entire compensation under this Agreement.

4. **Term and Cancellation.** This Agreement shall be effective upon signing by both parties and shall continue until termination. The Agreement may be terminated by the Company under the following circumstance: (i) at any time upon a demonstration of willful negligence or breach of RS's obligations under this Agreement which is not rectified within thirty (30) days after notice by Company to RS; (ii) for any reason if notified no later than 30 days before the end of the contract year; or (iii) demonstration of significant loss of funding resulting in an inability to continue funding of the Services. In the event of a proper cancellation, the Company shall have no further liability under this Agreement. RS may terminate this Agreement if Company fails to meet its obligations under the Agreement and the breach is not rectified within thirty (30) days after notice by RS to Company.

5. **Records:** During the term of this Agreement, and for a period of three years following the termination thereof, RS shall maintain books and records supporting all expenses incurred under this Agreement which may be reimbursable by Company. Company shall have reasonable access to such books and records as required to verify any reimbursable expenses.

6. **Confidential Information:** RS acknowledges that, in the performance of this Agreement, RS may have access to confidential and proprietary information of the Company and its End Users, including, but not limited to, evaluation data and reports (hereinafter the "Confidential Information"). RS agrees that during the term of this Agreement and thereafter, RS shall not disclose the Confidential Information to

others and shall not use the Confidential Information except as necessary to carry out RS's obligations under this Agreement. Upon termination of this Agreement, RS shall immediately return to the Company all information and materials belonging to the Company, including all Confidential Information.

7. **Materials:** In completing the services as provided herein, the parties shall mutually agree on whether RS will use materials furnished by Company or those owned and provided by RS.

   a. **Company Materials:** Company materials may include materials in printed, diskette, electronic or other forms. Company retains any and all right, title and interest, including copyright, in and to the Company materials. Company materials may be used only in connection with completing the services under this agreement, and may not be otherwise copied, reproduced, downloaded on a computer, or distributed to third parties. Upon completion of the services stated herein or termination of this Agreement, in accordance with Paragraph 4 of this agreement, RS shall immediately return all existing copies or partial copies of the Company materials to Company, and, if applicable, remove them from RS's computers, and shall certify to Company that all copies or partial copies have been returned or destroyed.

   b. **RS Materials:** All RS materials must be approved by Company prior to use by RS in completing the services under this Agreement. RS shall submit the materials to Company for review prior to the commencement of the services as set forth in this Agreement. Company shall notify RS of its approval or rejection of the materials within five business days after receipt. Company may retain one copy of RS's materials for archival purposes and may provide copies, upon request, to participants affiliated with the services provided herein.

8. **Hold Harmless:** RS agrees to hold harmless, indemnify, and defend the Company and its officers, trustees, directors, members, employees, agents and representatives, from and against any and all claims, losses, liabilities, judgments, interest and settlements, including reasonable attorneys' fees and expenses, arising out of or relating to the performance of or by the RS and its employees, agents and representatives under this Agreement, including any intellectual property claims.

9. **Independent Contractor Relationship:** The parties agree that RS is and shall be deemed at all times an independent contractor and not an employee, agent or representative of the Company. All persons employed by RS shall be employees of and paid by RS, and neither RS nor any persons employed by RS will be eligible for health insurance, sick leave, annual leave, pension or any other fringe benefit associated with employment with the Company. The parties further agree that neither party shall be liable for any obligations incurred by the other party.

10. **Taxes:** All income and employment taxes are the responsibility of the RS. Nothing in this Agreement shall impose any tax liability upon the Company, including, but not limited to, federal, state and local income taxes, unemployment insurance, or social security tax incurred by RS. RS understands and agrees that the Company shall not withhold from RS's payments any amounts of social security or federal or state income taxes, that a Form 1099 will be issued for the payments made to RS under this Agreement, and that RS will be responsible for the payment of any and all taxes, assessments, or other financial obligations, whether federal, state or local, which are legally required to be paid in connection with such payments. RS further understands and agrees that if RS fails to pay any applicable taxes, and if as a result, the Internal Revenue Service or any other federal, state, or local government agency assesses taxes and/or interest or imposes a fine and/or penalty against the Company and/or any of its officers, trustees, directors, members, employees, agents or representatives, then RS will indemnify, reimburse and hold harmless the Company and/or any of its officers, trustees, directors, members, employees, agents and representatives for such sums and any reasonable expenses and fees incurred by them in connection with such assessed taxes and/or interest or imposed fine and/or penalty within ten days of being mailed notice of the existence of such assessment or imposition.

11. **Printed Matter:** Except as specifically set forth herein, no documentation which is provided by RS pursuant to this Agreement in human readable form, such as written or printed documents, shall be copied in

whole or in part by the Company without RS's prior written agreement. Additional copies of printed materials may be obtained from RS at the charges then in effect.

a. Proprietary Notices. The Company agrees to respect and not to remove, obliterate, or cancel from view any copyright, trademark, confidentiality or other proprietary notice, mark, or legend appearing on the Company database or output generated by the Coalition database and to reproduce and include same on each copy.
   i. No Reverse Engineering. The Company agrees not to modify, reverse engineer, disassemble, or decompile the Coalition database, or any portion thereof.
   ii. Ownership. The Company further acknowledges that all copies of the Coalition database or any portion thereof, in any form provided by RS or made by the Company are the sole property of the RS. The Company shall not have any right, title, or interest to the Coalition database or copies thereof except as provided in this Agreement and, further, shall exercise reasonable care to secure and protect all products consistent with maintenance of RS's proprietary rights therein.
   iii. Data submitted by End Users. RS agrees that all data submitted by End Users and the Company to the Coalition database are the property of that party. RS may not use, sell, reveal or otherwise access data submitted by End Users or the Company for any purpose outside the scope of this Agreement without the express written consent of the party submitting data.

12. **Ownership of Intellectual Property:** RS retains all ownership of all proprietary rights to the Reach Evaluation Software. Upon full payment of the fees, RS will grant to "Client" a license to use the Software in its own business in accordance with the Software License Agreement

13. **Conflicts of Interest:** RS affirms that there exists no actual or potential conflict between RS's family, business or financial interests and the performance of Services under this Agreement. RS will notify the Company of all changes in any such interests during the term of this Agreement and any amendments thereto. The Company reserves the right, in its sole discretion, to determine whether or not the interests required to be disclosed by this paragraph will disqualify RS from performing the Services called for by this Agreement.

14. **Representations and Warranties.** RS warrants and represents that any RS materials, including any software and documentation will not infringe any third party copyright or violate any third party right of privacy and will not contain any libelous or other unlawful matter. RS is authorized to grant end-user licenses and make all necessary modifications to the technology related to the Services. The Company represents and warrants that any Company Confidential Information or materials provided to RS will not infringe any third party copyright or violate any third party right of privacy and will not contain any libelous or other unlawful matter. The parties shall indemnify, defend and hold each other harmless from and against any liability arising out of its breach of this paragraph, including reasonable attorneys' fees and cost of defense.

    Except for the express warranties provided to Company in this Agreement, RS makes no other warranties, express or implied, including, but not limited to, any warranties of merchantability or fitness for a particular purpose, which are expressly disclaimed.

15. Limitation of Liability. In no event shall RS be liable to Company or third parties for lost profits, special, incidental, direct, indirect, exemplary, punitive, or consequential damages, even if RS were aware of the possibility of such damages.

16. Limitation on Damages. In no event will RS' liability exceed the amount paid to RS by the Company under this Agreement within the prior three (3) months before the claim arose.

17. **Force Majeure:** If the performance of any part of this Agreement by either party is prevented, hindered, delayed or otherwise made impracticable by reason of any flood, fire, riot, judicial or governmental

action, labor dispute, act of God or other causes beyond the control of either party, the party shall be excused from such performance to the extent that it is prevented, hindered or delayed by such causes.

18. **General Provisions.** If any provision of this Agreement is determined to be unenforceable or invalid under any applicable statute or rule of law, the remaining provisions of the Agreement shall not be affected and shall remain in full force and effect. The captions and headings in the Agreement are included for ease of reference only and will be disregarded in interpreting or constructing this Agreement. A waiver of any term, provision or condition of this Agreement shall not be deemed a continuing waiver of any such term, provision or condition or a waiver of any other term, provision or condition. No waiver shall be valid or binding unless agreed to in writing and signed by an authorized representative of the Company and RS. Each party agrees and acknowledges that no presumption or inference shall be made or drawn against the drafter(s) of this Agreement. This Agreement shall be binding upon and shall inure to the benefit of the parties and each of their respective successors and assigns, provided that RS may not assign any right or obligation under this Agreement without the Company's prior written consent. Each party agrees that it will cooperate with the other in the performance of this Agreement and in the resolution of any disputes that may arise here from.

19. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties and supersedes all proposals, oral or written, and all other communications between the parties relating to the subject matter of this Agreement. This Agreement may not be amended or modified except in writing signed by both parties. The parties agree that an electronic or facsimile signature and copy of this Agreement shall be the same as an original.

20. **Governing Law.** This Agreement shall be governed by the laws of the State of Ohio.

21. **Notices.** Notices by either party may be made by mail or overnight courier to the other party at the address specified above.

22. **Authorized Persons.** The persons executing this Agreement do hereby declare, represent, acknowledge, warrant and agree that they are duly and fully authorized to execute this Agreement so as to legally bind the Company and RS, as the case may be.

RS Signature	*Company Signature*
Deacon D. Dzierzawski	
Printed Name	*Printed Name*
April 5, 2021	
Date	*Date*

ADDITIONAL INFORMATION:

_____
Company Contact Name/Title

_____ _____
Company Contact Phone Company Contact Email

_____
Company Web Site

_____
Fiscal Agent (If applicable)

_____
Fiscal Agent Address

_____
Fiscal Agent Contact Name/Title

_____ _____
Fiscal Agent Contact Phone Fiscal Agent Contact Email

Police Sergeant Justin Kamke said he is the Police Department Liaison to the Youth Services Council, (YSC), ex-officio member. Sergeant Kamke said the YSC Coordinator moved to Hawaii and one of our Chairs stepped down, so he is filling in for that tonight. Sergeant Kamke said we had the drug-free community grant for the past five years. Sergeant Kamke discussed the proposal from Epiphany Community Service and why it is necessary.

A discussion was held and Sergeant Kamke addressed questions from the Board. Sergeant Kamke said there is no cost to the Village. Sergeant Kamke said this was a grant through the white house and now the CDC runs the drug-free community grant.

Mayor Rossillo thanked Sergeant Kamke for taking the time to attend the meeting this evening.

Mayor Rossillo said the Ashford Avenue traffic is out of our hands and we are doing the best we can to maintain a safe environment for everyone so we can get this project moving along as quickly as possible. Mayor Rossillo thanked the Police Department.

Trustee Daroczy offered the following resolution which was seconded by Trustee Patino:

RESOLUTION 17-2021

RESOLUTION OF THE BOARD OF TRUSTEES OF THE VILLAGE OF DOBBS FERRY TO ACCEPT THE PROPOSAL FROM EPIPHANY COMMUNITY SERVICES FOR EVALUATOR SERVICES AND AUTHORIZE EXECUTION OF AGREEMENTS BASED ON THE PROPOSAL FOR AN ANNUAL FEE NOT TO EXCEED $10,500.00

WHEREAS, Dobbs Ferry Youth Services Coalition has referred a proposal dated February 15, 2021 to the Board of Trustees from Epiphany Community Services with an address at 95 N. Main Street, Swanton, Ohio 43558 to provide detailed and itemized outcome-based evaluation services to the Coalition for an annual fee of $10,500.

RESOLVED, that the Board of Trustees hereby recommends acceptance of the proposal dated February 15, 2021 by Epiphany Community Services of 95 N. Main Street, Swanton, Ohio 43558 for evaluation services in support of the Dobbs Ferry Youth Services Coalition and authorizes the Interim Village Administrator to execute all necessary agreements in furtherance of the scope of services as described in said proposal, with all fees to be paid from grant funds held by the Village for the benefit of the DFYSC and provided that the agreements are acceptable to the Village Attorney.

MAYOR ROSSILLO	☒ AYE	☐ NAY	☐ ABSTAIN	☐ RECUSE	☐ ABSENT/EXCUSED
DEPUTY MAYOR CASSELL	☒ AYE	☐ NAY	☐ ABSTAIN	☐ RECUSE	☐ ABSENT/EXCUSED
TRUSTEE DAROCZY	☒ AYE	☐ NAY	☐ ABSTAIN	☐ RECUSE	☐ ABSENT/EXCUSED
TRUSTEE KNELL	☒ AYE	☐ NAY	☐ ABSTAIN	☐ RECUSE	☐ ABSENT/EXCUSED
TRUSTEE PATINO	☒ AYE	☐ NAY	☐ ABSTAIN	☐ RECUSE	☐ ABSENT/EXCUSED
TRUSTEE SULLIVAN	☒ AYE	☐ NAY	☐ ABSTAIN	☐ RECUSE	☐ ABSENT/EXCUSED
TRUSTEE TAYLOR	☒ AYE	☐ NAY	☐ ABSTAIN	☐ RECUSE	☐ ABSENT/EXCUSED
VOTE TOTALS	**AYE: 7**	**NAY: 0**	**ABSTAIN: 0**	**RECUSE: 0**	**ABSENT/EXCUSED: 0**
RESULT:	**MOTION PASSES**				

Mayor Rossillo thanked Sergeant Kamke.

Consider a resolution for budget transfers for the closeout of the Gould Park Pool Project agreement with Norberto Construction Inc.

Ms. Kendra Garrision/Superintendent of Recreation and Mr. Jeff Chuhta/Village Treasurer sent the following memorandum and attachment dated April 1, 2021 to Mayor Rossillo and the Board of Trustees:

VILLAGE OF DOBBS FERRY
112 Main Street
Dobbs Ferry, New York 10522
TEL: (914) 231-8500 • FAX: (914) 693-3470

Memo

To: Mayor Rossillo
Board of Trustees

From: Kendra Garrison, Recreation Superintendent
Jeff Chuhta, Village Treasurer

CC: Richard Leins, Interim Village Administrator

Date: April 1, 2021

Re: Pool Project Change Orders, Final Budget Amendment, and Closeout

The Pool Project is complete and needs to be closed out. Attached is a spreadsheet that outlines the total change orders that were required to complete the project along with a description of each item. Changes total $237,698.84 of which the Board of Trustees already approved and funded $49,751.69 in September 2019. At this time, we are requesting a formal approval by the Board for the $187,947.15 in remaining changes.

Additionally, we recommend the Village Trustees consider approving the following 2020-21 budget amendment in order to fund the changes:

Increase A.0599 Appropriated Fund Balance by $187,947.15

Increase A.9901.904 Interfund Transfers – Capital Fund by $187,947.15

Dobbs Ferry Change Order List

Line	COR		Amount	Comments
38	1	200 Amp Disconnect	$ 4,108.40	Upgrade to our electric service
39	2	Funbrella Shade Structure	15,590.12	Installed in the decking and provide shade
40	3	Electrical Feed at BB Court	7,589.10	Needed to be upgraded and a timer was installed to eliminate the need for staff to come and turn them off
41	4	Crusher and Loader	22,469.76	$10,602.14 was already approved in 2019 leaving $11,867.62 to be approved.
42	5	*Chemical System Upgrades	16,189.80	Already approved in 2019
43	6	*Filtration System Upgrades	11,865.71	As per County Health Department for permit approval
44	7	Slide/Slide Foundation	65,838.64	Was needed for upgraded slide and engineering of it.
45	8	Widen South and East Walkways	22,959.75	Already approved in 2019
46	9	Additional Walkway and Decking	21,861.50	Expansion of the deck from 5 foot to 10 foot for better walkability
50	13	Winter Safety Cover	24,605.35	Wasn't part of the original bid, and was needed
51	14	Additional Conduit (CAT 5)	2,462.35	Was for wiring for security cameras in the park and pool area
52	15	12' Wide Gate	2,885.85	Was needed to allow access to the far area of the pool.
53	16	6' H Ornamental Fence	17,650.72	Was changed from chainlink to ornamental to match the rest of the perimeter fencing
54	17	Replacement Gauges	248.19	Needed to be replaced because kids had broken in and broke them
55	18	Additional Decking at Slide Area	4,791.60	There was an awkward space where the concrete seperated. So we needed to connect them.
		Subtotal	241,216.84	
			(3,518.00)	Credit for lifeguard chairs
		TOTAL CHANGE ORDERS	$ 237,698.84	

Mr. Leins said when he met with Mr. Chuhta and Ms. Garrison, all items were changed in the course of the construction.

Mr. Chuhta said there is an outline of what changes were made to the original agreement with Norberto and would propose a budget amendment in the amount of $187,947. 15 which would come from the appropriated fund balance.

A discussion was held and Mr. Chuhta and Ms. Dickson addressed questions from the Board.

Mr. Chuhta said Ms. Garrison dealt with Norberto regarding potential credits. Mr. Chuhta said he will talk with Ms. Garrison to see what credits have been applied.

Mr. Leins said we will follow-up with Ms. Garrison tomorrow and if the Board wants to approve this subject to we will e-mail the Board what her response is.

Trustee Daroczy offered the following resolution which was seconded by Trustee Sullivan:

RESOLUTION 18-2021

RESOLUTION OF THE BOARD OF TRUSTEES OF THE VILLAGE OF DOBBS FERRY FOR BUDGET TRANSFERS FOR THE CLOSEOUT OF THE GOULD PARK POOL PROJECT AGREEMENT WITH NORBERTO CONSTRUCTION

RESOLVED, to adopt the following budget amendment for fiscal year 2020/21, and resolve to approve the Gould Park pool capital project change orders:

Reflect and approve change orders and additional funding for the Gould Park pool project

Increase: Appropriated Fund Balance	A.0599	$187,947.15
Increase: Interfund Transfers – Capital Fund	A.9901.904	$187,947.15

Trustee Patino said he is abstaining because he was not on the Board at that time.

MAYOR ROSSILLO	☒ AYE	☐ NAY	☐ ABSTAIN	☐ RECUSE	☐ ABSENT/EXCUSED
DEPUTY MAYOR CASSELL	☒ AYE	☐ NAY	☐ ABSTAIN	☐ RECUSE	☐ ABSENT/EXCUSED
TRUSTEE DAROCZY	☒ AYE	☐ NAY	☐ ABSTAIN	☐ RECUSE	☐ ABSENT/EXCUSED
TRUSTEE KNELL	☒ AYE	☐ NAY	☐ ABSTAIN	☐ RECUSE	☐ ABSENT/EXCUSED
TRUSTEE PATINO	☐ AYE	☐ NAY	☒ ABSTAIN	☐ RECUSE	☐ ABSENT/EXCUSED
TRUSTEE SULLIVAN	☒ AYE	☐ NAY	☐ ABSTAIN	☐ RECUSE	☐ ABSENT/EXCUSED
TRUSTEE TAYLOR	☒ AYE	☐ NAY	☐ ABSTAIN	☐ RECUSE	☐ ABSENT/EXCUSED
VOTE TOTALS	**AYE: 6**	**NAY: 0**	**ABSTAIN: 1**	**RECUSE: 0**	**ABSENT/EXCUSED: 0**
RESULT:	**MOTION PASSES**				

Mr. Leins said tomorrow he and Mr. Chuhta will follow-up with Kendra and get back to the Board with an e-mail.

Consider a resolution authorizing Chief of Police Manuel Guevara to execute an Intermunicipal Agreement with the County of Westchester for participation in the Positive Youth Development Program

Police Officer Stephen Betz sent the following memorandum dated March 31, 2021 to Mayor Rossillo, the Board of Trustees, Mr. Richard Leins/Interim Village Administrator and Ms. Elizabeth Dreaper/Village Clerk:

POLICE DEPARTMENT
VILLAGE OF DOBBS FERRY
112 Main Street • Dobbs Ferry, New York 10522
Telephone (914) 693-5500 • Fax (914) 693-2040

Manuel R. Guevara
CHIEF OF POLICE

To: Mayor Vincent Rossillo and the Board of Trustees
Richard Leins, Interim Village Administrator
Liz Dreaper, Village Clerk

From: Stephen M. Betz, Police Officer

Date: March 31, 2021

Subject: Intermunicipal Agreement between the Dobbs Ferry Police Department and the County of Westchester to fund a Positive Youth Development Program.

This agreement, in which the County of Westchester shall reimburse the Municipality an amount not to exceed Two Thousand Two Hundred Eighty Five ($2,285.00) Dollars, which the Municipality shall use to provide the Positive Youth Development Program. The objectives of the program are to identify at risk youths, refer them to proper services, educate youths and parents about laws and potential consequences, and provide appropriate alternatives in the form of activities or services.

Thank you for your assistance in this matter.

Intermunicipal Agreement with the county of Westchester for Participation in the Positive Youth Development Program is as follows:

INTERMUNICIPAL AGREEMENT

THIS AGREEMENT, made the ____ day of _____, 2021 by and between

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

and

VILLAGE OF DOBBS FERRY a municipal corporation of the State of New York, having an office and place of business at 112 Main Street, Dobbs Ferry, NY 10552 (hereinafter referred to as the "Municipality").

WHEREAS, the County desires that the Municipality provide a Positive Youth Development Program; and

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

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

FIRST: The County shall reimburse the Municipality an amount not to exceed **Two Thousand Two Hundred Eighty Five ($2,285.00) Dollars**, which the Municipality shall use to provide the **Youth Officer Program** as more particularly described in Schedule "A" and as budgeted in Schedule "B," both of which are attached hereto and made a part hereof, payable upon full contract execution and approval of the same as to form and manner by the Office of the Westchester County Attorney.

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

The Municipality shall provide the County with a report to be submitted within thirty (30) days of the expiration of this Agreement which shall set forth in detail the services performed under the Agreement, the activities, progress and accomplishments under the Agreement, the amount of funds expended for each task performed and the extent and manner in which the goals, objectives and standards established for the Agreement have been met by the Municipality. The above report shall be certified by an officer or director of the Municipality.

The County shall have the right, at its option and at its sole cost and expense, to audit such books and records of the Municipality as are reasonably pertinent to this Agreement to substantiate the

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

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

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

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

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

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

(c) In the event the Municipality does not provide the above defense and indemnification to the County, and such refusal or denial to provide the above defense and indemnification is found to be in

breach of this provision, then the Municipality shall reimburse the County's reasonable attorney's fees incurred in connection with the defense of any action, and in connection with enforcing this provision of the Agreement.

THIRD: The term of this Agreement will commence January 1, 2020 and terminate December 31, 2020 unless terminated earlier as provided herein.

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

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

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

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

SIXTH: The parties recognize and acknowledge that the obligations of the County under this Agreement are subject to annual appropriations by its Board of Legislators pursuant to the Laws of Westchester County. Therefore, this Agreement shall be deemed executory only to the extent of the monies appropriated and available. The County shall have no liability under this Agreement beyond funds appropriated and available for payment pursuant to this Agreement. The parties understand and intend that the obligation of the County hereunder shall constitute a current expense of the County and shall not in any way be construed to be a debt of the County in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by the County, nor shall

anything contained in this Agreement constitute a pledge of the general tax revenues, funds or moneys of the County. The County shall pay amounts due under this Agreement exclusively from legally available funds appropriated for this purpose. The County shall retain the right, upon the occurrence of the adoption of any County Budget by its Board of Legislators during the term of this Agreement or any amendments thereto, and for a reasonable period of time after such adoption(s), to conduct an analysis of the impacts of any such County Budget on County finances. After such analysis, the County shall retain the right to either terminate this Agreement or to renegotiate the amounts and rates set forth herein. If the County subsequently offers to pay a reduced amount to the Contractor, then the Contractor shall have the right to terminate this Agreement upon reasonable prior written notice.

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

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

To the County:	Executive Director – Youth Bureau 112 E. Post Road, 3rd floor White Plains, New York 10601
with a copy to:	County Attorney Michaelian Office Building, Room 600 148 Martine Avenue White Plains, New York 10601
to the Municipality:	Executive Director Village of Dobbs Ferry 112 Main Street Dobbs Ferry, NY 10552

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

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

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

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

ELEVENTH: The Contractor expressly agrees that neither it nor any contractor, subcontractor, employee, or any other person acting on its behalf shall discriminate against or intimidate any employee or other individual on the basis of race, creed, religion, color, gender, age, national origin, ethniMunicipality, alienage or citizenship status, disability, marital status, sexual orientation, familial status, genetic predisposition or carrier status during the term of or in connection with this Agreement, as

those terms may be defined in Chapter 700 of the Laws of Westchester County. The Contractor acknowledges and understands that the County maintains a zero tolerance policy prohibiting all forms of harassment or discrimination against its employees by co-workers, supervisors, vendors, contractors, or others.

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

COUNTY OF WESTCHESTER

By: _____
County Executive

THE MUNICIPALITY

By: _____
(Name and Title)

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

Approved as to form and manner of execution:

_____
Assistant County Attorney
The County of Westchester

MUNICIPAL ACKNOWLEDGMENT
(Municipal Corporation)

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

On this _____ day of _____, 2021, before me personally came _____ to me known, and known to me to be the _____ of _____, the corporation described in and which executed the within instrument, who being by me duly sworn did depose and say that he/she, the said _____ resides at _____ and that he/she is _____ of said corporation and knows the corporate seal of the said corporation; that the seal affixed to the within instrument is such corporate seal and that it was so affixed by order of the Board of Directors of said corporation, and that he/she signed his name thereto by like order.

_____
Notary Public

CERTIFICATE OF AUTHORITY
(Municipality)

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

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

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

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

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

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

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

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

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

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

_____
(Signature)

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

On this ___ day of _____, 2021, before me personally came _____
_____ whose signature appears above, to me known, and know to be the
_____ of _____,
(Title)
the municipal corporation described in and which executed the above certificate, who being by me duly sworn did depose and say that he, the said _____
resides at _____, and that he/she is
the _____ of said municipal corporation.
(Title)

_____
Notary Public County

Schedule A- WCYB-5002

WESTCHESTER COUNTY YOUTH BUREAU
AGENCY - PROGRAM PROFILE

PROGRAM TITLE:

FROJECTED TOTAL PROGRAM ENROLLMENT	
PROGRAM SUMMARY: The objectives of the program are to identify at risk youths, refer them to the proper services, educate youths and parents about laws and potential consequences, and provide appropriate alternatives in the form of activities or services. The Village of Dobbs Ferry includes a school district consisting of one high school, a middle school and an elementary school. In addition, there is a private high schools, college, a Montessori preschool, several day care centers, and two youth residential treatment facilities that have their own schools located on campus.	

PROGRAM SITES: Most significant (3 Maximum)

Type	Address (Street, City, State, Zip)	Assembly District #	NYS Senate District #	Local Planning Board	City Council District
	505 Broadway Dobbs Ferry				
	555 Broadway Dobbs Ferry				
	1 Echo Hills Dr Dobbs Ferry				

Use whole numbers when entering information for Gender, Ethnicity, Age, Target Population, NOT percentages.

GENDER OF PROGRAM PARTICIPANTS (enter number of participants per gender)	# Male 1500	# Female 1000				
AGES of PROGRAM PARTICIPANTS:	0-6 150	7-9 500	10-13 300	14-17 500	18-20 150	21+ N/A

ETHNICITY: (Enter number of participants per ethnic group)

White 1700	Black or African American 400	Two or more races	Hispanic or Latino 250
American Indian or Alaskan Native	Asian	Native Hawaiian or other Pacific Islander	

IS TARGET POPULATION SERVING DISCONNECTED YOUTH? (check no or yes)					No ☐	Yes ☒
Ages: (enter # of participants in population described)	0-6	7-9	10-13	14-17	18-20	21+
If "Yes," indicate number of youth: 200	Youth aging out of foster care: UNKNOWN			Children of incarcerated parents: unk		
Youth in the juvenile justice system who re-enter the community unk			Runaway and homeless youth 50			

Page 2 of 5

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

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

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

The Youth Officer works with the Dobbs Ferry Recreation Department and the area schools, day care centers and residential youth treatment facilities in order to provide as many services as possible to educate youth in non-violent conflict resolution, positive alternatives, decision making, substance abuse, combating peer pressure, and good citizenship.

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

The Youth Division works with several village agencies, schools, daycare centers and councils in order to best serve our youth. The other programs that assist or work in conjunction with the Youth Division are either paid staff or parent/youth volunteers. The members of the Youth Officer Program do not supervise activities without the assistance of staff from aforementioned agencies.

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

The program through its activities and relationships with Dobbs Ferry youth entities to ensure that all participants are provided with the listed needs so that a safe and protective relationship can be established.

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

The program attempts to create an environment that is inclusive to all and promotes the belief that all persons, regardless of their differences, are challenged to make their neighborhoods, schools, and localities a better, safer place. This should be done by treating people as equals and being receptive of their individual choices.

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

Participants of the Youth Officer Program are clearly informed of the rules of behavior and our expectations that the rules will be followed to protect the mental and physical wellbeing of all. The importance of following rules and laws are discussed as well as the resulting consequences. Volunteerism is encouraged in local activities through group functions and other unrelated organizations.

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

Activities include decision making, responsibility, consequences, peer pressure, inclusion, complimenting others, role play, assertiveness training and team building exercises.

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

As stated above the activities are updated to include current trend, events and technology to assist participants of all ages in reaching their utmost potential. The goal is foremost to improve their attitude and ability to make their community a better place by assisting the youth in becoming a more involved, mature, employable and better informed person.

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

In order to properly monitor and evaluate the needs and progress of our program we rely on the assistance of the village government, the school district, parent organizations and the Dobbs Ferry Youth Services Council. Administrators and liaisons from these other entities evaluate the types and amount of activities and services provided to determine if they fit the needs of our target population.

Monitoring and Evaluation Methods

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

In order to properly monitor and evaluate the needs and progress of our program we rely on the assistance of the village government, the school district, parent organizations and the Dobbs Ferry Youth Services Council. Administrators and liaisons from these other entities evaluate the types and amount of activities and services provided to determine if they fit the needs of our target population. The Youth Officer monitors the program periodically and reports any problems, requests or issues to the Chief of Police.

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

(100 words maximum)

In order to properly monitor and evaluate the needs and progress of our program we rely on the assistance of the village government, the school district, parent organizations and the Dobbs Ferry Youth Services Council. Administrators and liaisons from these other entities evaluate the types and amount of activities and services provided to determine if they fit the needs of our target population.

Schedule A- WCYB-5003

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

IMPLEMENTING AGENCY
:Dobbs Ferry Police Dept
PROGRAM TITLE:
Police Youth Officer program

LIFE AREA: *(Enter Code)*	4CVC CITIZENSHIP/CIVIC ENGAGEMENT			**GOAL:** *(Enter Code)*	41 Children and youth will demonstrate good citizenship as law-abiding, contributing members of their families, schools and communities
OBJECTIVE: *(Enter Code)*	418 Objective: Children and youth will refrain from violence and other illegal behaviors.	**SOS:** *(Enter Code)*	0421. Juvenile Delinquency Prevention Services: Such programs provide youth court, juvenile justice diversion services, juvenile aid bureau/officer, gang & violence prevention/intervention.	**Performance Measures:** *(Enter Code)* **How much:** 0421A.1 **How well:** 0421B.2 **Better off:** 0421C.2	 # of youth participating (unduplicated) % Of youth participating in non-mandated requirements #/% Of youth with reduced high risk behaviors

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

GENDER OF PROGRAM PARTICIPANTS: *(Enter number participants per gender)*				MALE	1500	FEMALE	1000
ETHNICITY: (Enter number of participants per ethnic group)	WHITE 1700		BLACK OR AFRICAN AMERICAN	400		HISPANIC OR LATINO	250
	AMERICAN INDIAN OR ALASKAN NATIVE			unk		ASIAN	unk
	NATIVE HAWAIIAN OR OTHER PACIFIC ISLANDER			unk		TWO OR MORE RACES	unk

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

IS TARGET POPULATION SERVING DISCONNECTED YOUTH: No ☐ Yes X
(Enter number of participants per population described)

IF "YES", Youth aging out of foster care 25 Children of incarcerated parents 25
Youth in the juvenile justice system who re-enter the community 50 Runaway and Homeless Youth 50

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WESTCHESTER COUNTY YOUTH BUREAU

PROGRAM BUDGET

SCHEDULE B

For the Period of Operation: 2019	Contract #: YTH2024
Agency/Municipality Name: Village of Dobbs Ferry	Program Title: Youth Officer

1. PERSONAL SERVICES

Position Title	Rate of Pay	Basis (H,W,BW, SM)	Total Program Amount	Total Funds Requested for this Program
Youth Officer	61.94	H	2,285	
TOTAL SALARIES AND WAGES			2,285	
TOTAL FRINGE BENEFITS				
TOTAL PERSONNEL SERVICES (1)			$ 2,285	

2. CONTRACTED SERVICES AND STIPENDS

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

3. MAINTENANCE & OPERATION

Complete Attachment "E"	Total Program Amount	
TOTAL MAINTENANCE AND OPERATION (3)		

TOTAL PROGRAM AMOUNT	$ 2,285	
TOTAL WCYB FUNDS REQUESTED		$ 2,285

List Other Funding Sources		
	$ 2,285	Reimbursable Total
	$ -	Municipal Funding
	$ -	Other Sources

Approved: BD

SCHEDULE "C"
STANDARD INSURANCE PROVISIONS
(Municipality)

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

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

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

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

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

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

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

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

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

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

b) Commercial General Liability Insurance with a combined single limit of $1,000,000 (c.s.1) per occurrence and a $2,000,000 aggregate limit naming the "County of Westchester" as an additional insured on a primary and non-contributory basis. This insurance shall include the following coverages:

i. Premises - Operations.
ii. Broad Form Contractual.
iii. Independent Contractor and Sub-Contractor.
iv. Products and Completed Operations.

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

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

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

(i) Owned automobiles.
(ii) Hired automobiles.
(iii) Non-owned automobiles.

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

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

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

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

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

Mr. Chuhta said in September 2020 the Board approved the same agreement for the 2019 fiscal year. Mr. Chuhta said there is a program where the County will reimburse for some of the time of the Youth Officer. Mr. Chuhta said this is a formal approval to draw those funds.

Trustee Patino offered the following resolution which was seconded by Trustee Sullivan:

RESOLUTION 19-2021

RESOLUTION OF THE BOARD OF TRUSTEES OF THE VILLAGE OF DOBBS FERRY AUTHORIZING CHIEF OF POLICE MANUEL GUEVARA TO EXECUTE AN INTERMUNICIPAL AGREEMENT WITH THE COUNTY OF WESTCHESTER FOR PARTICIPATING IN THE POSITIVE YOUTH DEVELOPMENT PROGRAM

RESOLVED, that the Board of Trustees hereby authorizes Chief of Police Manuel Guevara to execute an intermunicipal agreement with the County of Westchester for participation in the Positive Youth Development Program which includes reimbursement of $2,285.00 for program services to be provided by the Police Department.

MAYOR ROSSILLO	☒ AYE	☐ NAY	☐ ABSTAIN	☐ RECUSE	☐ ABSENT/EXCUSED
DEPUTY MAYOR CASSELL	☒ AYE	☐ NAY	☐ ABSTAIN	☐ RECUSE	☐ ABSENT/EXCUSED
TRUSTEE DAROCZY	☒ AYE	☐ NAY	☐ ABSTAIN	☐ RECUSE	☐ ABSENT/EXCUSED
TRUSTEE KNELL	☒ AYE	☐ NAY	☐ ABSTAIN	☐ RECUSE	☐ ABSENT/EXCUSED
TRUSTEE PATINO	☒ AYE	☐ NAY	☐ ABSTAIN	☐ RECUSE	☐ ABSENT/EXCUSED
TRUSTEE SULLIVAN	☒ AYE	☐ NAY	☐ ABSTAIN	☐ RECUSE	☐ ABSENT/EXCUSED
TRUSTEE TAYLOR	☒ AYE	☐ NAY	☐ ABSTAIN	☐ RECUSE	☐ ABSENT/EXCUSED
VOTE TOTALS	**AYE: 7**	**NAY: 0**	**ABSTAIN: 0**	**RECUSE: 0**	**ABSENT/EXCUSED: 0**
RESULT:	**MOTION PASSES**				

Consider a resolution to authorize the 10th Annual Riverkeeper Sweep on Saturday, May 1, 2021 at the Dobbs Ferry Waterfront Park from 3:00 p.m. – 5:00 p.m. as requested by Ms. Cirstin Conneely

Ms. Cirstin Conneely sent the following letter dated April 7, 2021 to Mayor Rossillo and the Board of Trustees:

April 7, 2021

The Village of Dobbs Ferry
112 Main Street
Dobbs Ferry, New York 10522

The Honorable Mayor Rossillo and Dobbs Ferry Village Board of Trustee members:

We are writing to please request approval and support from the Village of Dobbs Ferry for the 10th annual Riverkeeper Sweep. This event includes the shoreline cleanup of the Hudson River and tributaries at over 50 sites from Albany to Brooklyn. The Dobbs Ferry event details are:

Date: Saturday, May 1, 2021

Time: 3pm -5pm EDT

Location: Dobbs Ferry Waterfront Park

In accordance with Riverkeeper's social distancing recommendations, we are limiting the 2021 enrollment to 35 people. In 2019, the Dobbs Ferry Waterfront Park Riverkeeper Sweep site had 75 volunteers and in 2020 there were 30 volunteers.

We will adhere to the following policies and procedures regarding the prevention of the spread of COVID-19.

GUIDELINES FOR SOCIAL DISTANCING AT SWEEP PROJECTS

- Sweep site capacity should be at a level where social distancing can be maintained at all times

- Volunteers must wear masks that fully cover both their nose and mouth, at all times, with no exceptions.

- A minimum of 6 feet of distance must be maintained at all times between individuals who are not in the same household

- 15 feet of distance should be maintained when providing announcements to volunteers

- No food or beverages should be provided or shared at the project. Only beverages or snacks brought in personal containers should be consumed at the project while maintaining appropriate social distancing.

- Shared tools should be avoided if at all possible, if impossible, disinfectant wipes or 10% bleach solution and paper towels should be used to disinfect tools between uses

What Riverkeeper is communicating to all Sweep Volunteers:

- Volunteers will be instructed to bring their own masks, gloves, hand sanitizer, and water (We recommend bringing extras/more than volunteers expect to need).

• Volunteers should not participate if they have been symptomatic or potentially exposed to COVID-19 within the previous 2-weeks

• Masks must be worn at all times and proper social distancing must be maintained throughout the duration of the project

• Strong emphasis will be placed on prior registration to reduce contact with shared sign up materials day-of

• Carpooling should be limited to household members only Riverkeeper is providing these materials to help stop the spread of COVID-19:

• Several extra masks and pairs of gloves

• Hand sanitizer

• Disinfectant wipes

We are excited to be part of this amazing initiative and look forward to benefiting from the support and cooperation of the Village of Dobbs Ferry. In the event you have questions or require additional information, our contact information is:

Gianella Brignoni Mercy College Rotaract Club gbrignoni@mercymavericks.edu

Cirstin Conneely Riverkeeper volunteer cirstin@msn.com

Sue Galloway Dobbs Ferry Conservation Advisory Board suegalloway@gmail.com

Marie-Louise Miller, Faith and Justice Leadership Lab learninglab@southpres.org

Olivia Molz Dobbs Ferry High School molzo@dfsd.org

Anthony Nigro Dobbs Ferry Conservation Advisory Board anthonynigro3@gmail.com

Thank you in advance for your consideration.

Sincerely,

Gianella Brignoni, Cirstin Conneely, Sue Galloway, Olivia Molz and Anthony Nigro

cc: Rick Guevera, Police Chief, Dobbs Ferry Police Department

Stephen Trezzza, General Foreman, Dobbs Ferry Department of Public Works

Trustee Knell offered the following resolution which was seconded by Deputy Mayor Cassell:

RESOLUTION 20-2021

RESOLUTION OF THE BOARD OF TRUSTEES OF THE VILLAGE OF DOBBS FERRY TO AUTHORIZE THE 10TH ANNUAL RIVERKEEPER SWEEP ON SATURDAY, MAY 1, 2021 AT THE DOBBS FERRY WATERFRONT PARK FROM 3:00 P.M. – 5:00 P.M.

BE IT RESOLVED that the Village of Dobbs Ferry Board of Trustees hereby authorizes the 10th Annual Riverkeeper Sweep on Saturday, May 1, 2021 at the Dobbs Ferry Waterfront Park from 3:00 p.m. – 5:00 p.m.

MAYOR ROSSILLO	☒ AYE	☐ NAY	☐ ABSTAIN	☐ RECUSE	☐ ABSENT/EXCUSED
DEPUTY MAYOR CASSELL	☒ AYE	☐ NAY	☐ ABSTAIN	☐ RECUSE	☐ ABSENT/EXCUSED
TRUSTEE DAROCZY	☒ AYE	☐ NAY	☐ ABSTAIN	☐ RECUSE	☐ ABSENT/EXCUSED
TRUSTEE KNELL	☒ AYE	☐ NAY	☐ ABSTAIN	☐ RECUSE	☐ ABSENT/EXCUSED
TRUSTEE PATINO	☒ AYE	☐ NAY	☐ ABSTAIN	☐ RECUSE	☐ ABSENT/EXCUSED
TRUSTEE SULLIVAN	☒ AYE	☐ NAY	☐ ABSTAIN	☐ RECUSE	☐ ABSENT/EXCUSED
TRUSTEE TAYLOR	☒ AYE	☐ NAY	☐ ABSTAIN	☐ RECUSE	☐ ABSENT/EXCUSED
VOTE TOTALS	AYE: 7	NAY: 0	ABSTAIN: 0	RECUSE: 0	ABSENT/EXCUSED: 0
RESULT:	MOTION PASSES				

Consider a resolution approving a request for a block party from Yair and Rachel Klein/10 Constance Avenue on May 24, 2021 from 5:00 p.m. – 7:00 p.m.

Yair and Rachel Klein/10 Constance Avenue sent the following e-mail dated March 30, 2021 to Ms. Elizabeth Dreaper/Village Clerk:

Liz Dreaper

From: Yair Klein [redacted]
Sent: Tuesday, March 30, 2021 2:15 PM
To: Liz Dreaper
Subject: Request for Street Closure - May 24th (5pm to 7 pm)

[EXTERNAL] This email is from outside the Village of Dobbs Ferry - Please use caution when opening links and attachments!

Hi Ms. Dreaper - following up on our conversation earlier today we would like to request if we could close off our street (Constance Ave. between Fairlawn and Fairlawn) on May 24th from 5pm to 7pm. We plan to host a party and are inviting our friends and neighbors (max 25 people). We'll be serving food in our front yard. No live music.

Please let me know if you need any additional details and thank you in advance for considering our request.

Thank You,

Yair and Rachel Klein
10 Constance Ave.
Dobbs Ferry

Sent from my iPad

A discussion was held and Ms. Dickson addressed questions from the Board.

Mr. Klein/10 Constance Avenue was present. Mr. Klein said this is a celebration for his son and daughter's bat and bar mitzvah and we are opening it to all of our neighbors. Mr. Klein said it is open to the block and some friends and family that are coming in.

Trustee Sullivan offered the following resolution which was seconded by Trustee Daroczy:

RESOLUTION 21-2021

RESOLUTION OF THE BOARD OF TRUSTEES OF THE VILLAGE OF DOBBS FERRY APPROVING A REQUEST FOR A BLOCK PARTY FROM YAIR AND RACHEL KLEIN/10 CONSTANCE AVENUE ON MAY 24, 2021 FROM 5:00 P.M. - 7:00 P.M.

WHEREAS the Village has received a block party request from Yair and Rachel Klein//10 Constance Avenue, Dobbs Ferry, New York to close Constance Avenue between Fairlawn and Fairlawn on May 24, 2021 from 5:00 p.m. to 7:00 p.m. for the purpose of a block party.

THEREFORE BE IT RESOLVED that the Board of Trustees hereby approves the request from Yair and Rachel Klein//10 Constance Avenue, Dobbs Ferry, New York to close Constance Avenue between Fairlawn and Fairlawn on May 24, 2021 from 5:00 p.m. to 7:00 p.m. for the purpose of a block party.

MAYOR ROSSILLO	☒ AYE	☐ NAY	☐ ABSTAIN	☐ RECUSE	☐ ABSENT/EXCUSED
DEPUTY MAYOR CASSELL	☒ AYE	☐ NAY	☐ ABSTAIN	☐ RECUSE	☐ ABSENT/EXCUSED
TRUSTEE DAROCZY	☒ AYE	☐ NAY	☐ ABSTAIN	☐ RECUSE	☐ ABSENT/EXCUSED
TRUSTEE KNELL	☒ AYE	☐ NAY	☐ ABSTAIN	☐ RECUSE	☐ ABSENT/EXCUSED
TRUSTEE PATINO	☒ AYE	☐ NAY	☐ ABSTAIN	☐ RECUSE	☐ ABSENT/EXCUSED
TRUSTEE SULLIVAN	☒ AYE	☐ NAY	☐ ABSTAIN	☐ RECUSE	☐ ABSENT/EXCUSED
TRUSTEE TAYLOR	☒ AYE	☐ NAY	☐ ABSTAIN	☐ RECUSE	☐ ABSENT/EXCUSED
VOTE TOTALS	**AYE: 7**	**NAY: 0**	**ABSTAIN: 0**	**RECUSE: 0**	**ABSENT/EXCUSED: 0**
RESULT:	**MOTION PASSES**				

Consider a resolution to approve the audit of claims as submitted and recommended by the Village Treasurer

Mr. Chuhta said one of the final payments to Norberto is on here and we will hold off on that until Trustee Sullivan's questions are answered, otherwise it is just a normal audit.

Trustee Taylor offered the following resolution which was seconded by Deputy Mayor Cassell:

RESOLUTION 22-2021

RESOLUTION OF THE BOARD OF TRUSTEES OF THE VILLAGE OF DOBBS FERRY TO APPROVE THE AUDIT OF CLAIMS FOR APRIL 2021 AS SUBMITTED AND RECOMMENDED BY THE VILLAGE TREASURER

BE IT RESOLVED, that the Board of Trustees hereby approves Claims Audit #1, Claims Audit #2, and Claims Audit #3 for April 2021 as presented by the Village Treasurer:

Fund Distribution	Audit #1	Audit #2	Audit #3
A-General Fund	$ 2,347.29	$ 11,248.56	$ 112,982.14
CD-Special Grant Fund		-	300.00
ES - Enterprise Sewer Fund		110.03	1,208.15
H-Capital Fund			193,063.09
L- Library Fund	2,222.91	595.68	3,916.45
T-Trust & Agency Fund		-	575.00
Grand Total	$ 4,570.20	$ 11,954.27	$ 312,044.83

MAYOR ROSSILLO	☒ AYE	☐ NAY	☐ ABSTAIN	☐ RECUSE	☐ ABSENT/EXCUSED
DEPUTY MAYOR CASSELL	☒ AYE	☐ NAY	☐ ABSTAIN	☐ RECUSE	☐ ABSENT/EXCUSED
TRUSTEE DAROCZY	☒ AYE	☐ NAY	☐ ABSTAIN	☐ RECUSE	☐ ABSENT/EXCUSED
TRUSTEE KNELL	☒ AYE	☐ NAY	☐ ABSTAIN	☐ RECUSE	☐ ABSENT/EXCUSED
TRUSTEE PATINO	☒ AYE	☐ NAY	☐ ABSTAIN	☐ RECUSE	☐ ABSENT/EXCUSED
TRUSTEE SULLIVAN	☒ AYE	☐ NAY	☐ ABSTAIN	☐ RECUSE	☐ ABSENT/EXCUSED
TRUSTEE TAYLOR	☒ AYE	☐ NAY	☐ ABSTAIN	☐ RECUSE	☐ ABSENT/EXCUSED
VOTE TOTALS	AYE: 7	NAY: 0	ABSTAIN: 0	RECUSE: 0	ABSENT/EXCUSED: 0
RESULT:	MOTION PASSES				

Consider a motion to permit Pollinator Pathway Medallions

Ms. Kathy Dean/Dobbs Ferry Tree Consortium and Sustainability Task Force was present to discuss the Pollinator Pathway Medallions.

Trustee Taylor said these medallions are part of a multi-village pollinator pathway series to encourage gardens to be grown and recognized by residents who want to help pollinators which are a very important part of our eco-system. Trustee Taylor said the placards are quite small, they are 5 ¾ inches in diameter. Trustee Taylor said they will be placed by families who are growing plants that encourage pollinators and that don't use pesticides in their gardens. Trustee Taylor said Hastings is in the process of doing this and Irvington has been doing this as well.

Ms. Fasman said Irvington and Ardsley have been doing it and it is a growing movement across the Hudson Valley and Connecticut. Ms. Fasman display the medallion and noted they would be placed by families that encourage pollinators and do not use pesticides on their property.

Ms. Dean discussed the design of the sign.

Motion by Trustee Taylor, seconded by Trustee Knell to authorize the use of Pollinator Pathway Medallions.

MAYOR ROSSILLO	☒ AYE	☐ NAY	☐ ABSTAIN	☐ RECUSE	☐ ABSENT/EXCUSED
DEPUTY MAYOR CASSELL	☒ AYE	☐ NAY	☐ ABSTAIN	☐ RECUSE	☐ ABSENT/EXCUSED
TRUSTEE DAROCZY	☒ AYE	☐ NAY	☐ ABSTAIN	☐ RECUSE	☐ ABSENT/EXCUSED
TRUSTEE KNELL	☒ AYE	☐ NAY	☐ ABSTAIN	☐ RECUSE	☐ ABSENT/EXCUSED
TRUSTEE PATINO	☒ AYE	☐ NAY	☐ ABSTAIN	☐ RECUSE	☐ ABSENT/EXCUSED
TRUSTEE SULLIVAN	☒ AYE	☐ NAY	☐ ABSTAIN	☐ RECUSE	☐ ABSENT/EXCUSED
TRUSTEE TAYLOR	☒ AYE	☐ NAY	☐ ABSTAIN	☐ RECUSE	☐ ABSENT/EXCUSED
VOTE TOTALS	**AYE: 7**	**NAY: 0**	**ABSTAIN: 0**	**RECUSE: 0**	**ABSENT/EXCUSED: 0**
RESULT:	**MOTION PASSES**				

Discussion of an addition of land to Chauncey Park

Mr. Charles L. Kerr/Co-Chair Greater Irvington Land Trust sent the following letter and attachments dated April 12, 2021 to the Board of Trustees:

Greater Irvington
LAND TRUST

BY EMAIL

April 12, 2021

Board of Trustees
Village of Dobbs Ferry
112 Main Street
Dobbs Ferry, NY 10522

Re: Application by the Village of Dobbs Ferry to Purchase Surplus Property – Town of Greenburgh Tax Parcel No. 3.140-129-58

Dear Board of Trustees:

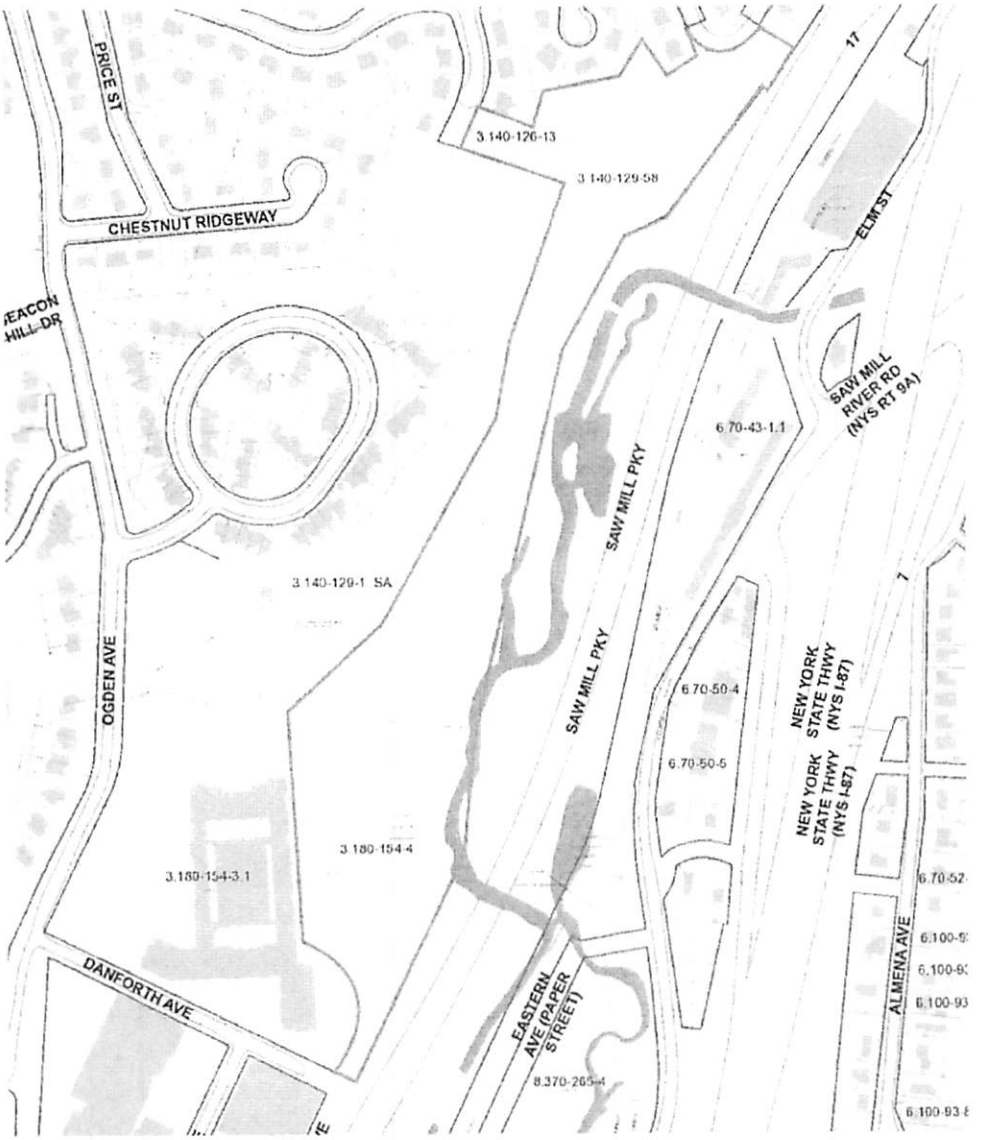
On behalf of a working group of Dobbs Ferry residents and the Greater Irvington Land Trust,[1] I am writing to update the Board of Trustees about the status of the Village of Dobbs Ferry's application to purchase Town of Greenburgh Tax Parcel No. 3.140-129-58. This property is an 8.4-acre parcel of surplus, undeveloped, State-owned property on the west side of the Saw Mill River Parkway in Dobbs Ferry, New York. The purpose of this transaction is for the Village to acquire and combine this parcel of property with two adjacent, park parcels owned by the Village and, thereby, create a new 14.8-acre, Village-owned park along the Saw Mill River. Because this surplus property will be used as parkland, the Village has requested that the State transfer the property at no cost.

This new Village Park would extend from Southfield Avenue on the north to Danforth Avenue on the south and abut the Saw Mill River as it flows through the eastern portion of Dobbs Ferry. The two adjacent parcels that will be part of this new park are Town of Greenburgh Tax Parcel No. 3.140-126-23 and Greenburgh Tax Parcel No. 3.180-154-4, both of which are Village-owned, dedicated parkland. *See* Village of Dobbs Ferry Ordinance §§ 230-5, 230-6. The combination of these three parcels creates a unique woodland area connecting the now-separated neighborhoods of Hickory Hill, Hunters Run and Rivertowns Square.

[1] The "Greater Irvington Land Trust" is the operating name of The Greater Irvington Land Conservancy Foundation, Inc., a tax-exempt New York not-for-profit corporation created to preserve and protect open space in the Villages of Irvington, Dobbs Ferry and Tarrytown. The Foundation's current Board Members are Jan Blaire, Herb Camp, Jon Elwyn, Gaylord Holmes, Rich Goldman, Heidi Johnson and Chet Kerr.

Board of Trustees
April 12, 2021

A map of this new proposed park, showing the location of the three parcels, is set forth below:



Background

In December of 2018, Dr. Michael Ford, a Dobbs Ferry resident living in Hickory Hill, contacted the Greater Irvington Land Trust to inquire about the ownership and history of the woodlands extending from Southfield Avenue to Rivertowns Square. Dr. Ford explained that he had explored this woodlands with his children and was interested in preserving this open space, potentially as a park. I met with Dr. Ford and agreed to research the history of this property.

Dr. Ford reached out to Kendra Garrison, Dobbs Ferry's Superintendent of Recreation and, in April 2019, we toured the property with Ms. Garrison and talked about how the property could be preserved and protected. Ms. Garrison indicated that she was interested in the idea of preserving the area as a park, but because of other, ongoing projects in the Village, she could not turn her attention to this potential project until later in the year.

In July of 2019, the Greater Irvington Land Trust submitted its research about the history of this property to Dr. Ford and to members of the Dobbs Ferry Sustainability Committee. At the same time, we reached out to various Dobbs Ferry residents who expressed their interest and support for this potential new park. We also spoke to and received support for this project from the Saw Mill River Coalition,[2] the Hudson River Audubon Society, and Groundwork Hudson Valley.

At the suggestion of the Chair of the Dobbs Ferry Sustainability Committee, on September 3, 2019, we met with members of the Committee to discuss the property and the possibility of using this property to create a new Village Park. At that meeting, we outlined the history of this area within the Village, the process for acquiring the State-owned parcel at the center of the proposed park, and how creating a new park in this part of the Village fits with the Dobbs Ferry 2017 Climate Action Plan, the Dobbs Ferry 2010 Vision Plan and the 2005 Inter-Municipal Memorandum Agreement with Respect to the [Saw Mill River] Watershed. We also discussed how protecting this property was consistent with the conditions set by the Dobbs Ferry Planning Board and the Dobbs Ferry Board of Trustees for the development of Rivertowns Square.

On September 13, 2019, Michael Ford and I led a walking tour of the property with members of the Dobbs Ferry Sustainability Committee, Village Administrator Charlene Indelicato, Trustee Donna Cassell and Oded Holzinger of Groundwork Hudson Valley. Ms. Indelicato asked a number of questions about how the proposed park could be used, the costs associated with maintaining the park and how the park could connect

[2] As part of its work with the Village of Dobbs Ferry and the other Rivertowns to preserve and protect that Saw Mill River Basin, in 2014 the Saw Mill River Coalition had identified the area of this new proposed park as an appropriate site for wetland restoration and an enhanced trail system. *See* https://gwhv.app.box.com/s/zghxjrpdw0bkhf8f4x2mvikw845qdvbb (Saw Mill River Recreation Area Intervention Site 8).

different neighborhoods. She encouraged us to work on creating support among local residents for this project. To that end, we began working with Sue Galloway, a member of the Dobbs Ferry Conservation Advisory Board, and several other Dobbs Ferry residents to plan for future events in the proposed park.

Over the course of the following months, we held meetings with local residents and with Groundworks Hudson Valley to discuss ideas for expanding community engagement for the proposed park during the Spring and early Summer of 2020. This included having the proposed park be a signature location in the Spring 2020 Great Saw Mill River Clean run by Groundwork Hudson and in the separate, county-wide Big Clean Initiative being planned by the County. Unfortunately, the shutdown caused by the pandemic required us to put these plans temporarily on hold.

Notwithstanding the limits imposed by COVID, we continued to discuss with different groups within the Village the possibilities offered by this new park and how we could engage further with the community. On July 11, 2020, we held another walking tour of the proposed park with Ed Manley, the Interim Village Administrator, County Legislator MaryJane Shimsky, members of the Dobbs Ferry Sustainability Committee and a number of Dobbs Ferry residents. We discussed in detail the possibilities offered by this park and the process the Village could take to acquire the State-owned parcel. Mr. Manley, on behalf of the Village, and Ms. Shimsky, on behalf of the County, both expressed strong support for combining the Village and State-owned parcels and creating a new Village park.

At Mr. Manley's request, I prepared drafts of an application and supporting materials and exhibits for the Village to acquire the State-owned 8.4-acre parcel – Town of Greenburgh Tax Parcel No. 3.140-129-58 – as surplus property from the New York State Department of Transportation ("NYS DOT"). Following his review of those application materials, Mr. Manley approved and signed the "Application by Village of Dobbs Ferry for Purchase of Surplus Property", dated August 27, 2020, and directed that the Application and supporting materials be submitted to the NYS DOT.[3] Those materials were submitted on September 15, 2020. In its cover letter to the NYS DOT, the Village outlined its purpose for acquiring this property:

> As described more fully in the enclosed application and supporting materials, the Village of Dobbs Ferry intends to combine this parcel of property with two adjacent, park parcels owned by the Village and, thereby, create a new 14.8-acres, Village-owned park along the Saw Mill River. The Village respectfully requests that this property be

[3] I have attached with this Letter a copy of the Village's signed Application and supporting materials (without the twenty-three supporting exhibits). Because property originally acquired by the County and the State for the Saw Mill River Parkway is now administered by the NYS DOT, that is the agency that oversees the sale of this surplus property.

> transferred to Dobbs Ferry at no cost, on the condition that the property be used solely as a public park.

On November 19, 2020, the NYS DOT wrote to the Village and confirmed that its "request to purchase the 8.4-acre lot adjacent to the Saw Mill has been approved by the Regional Director." In response to the State's request for SEQRA documentation, on November 20, 2020, the Village submitted a completed Smart Growth Screening Tool application for the project.[4] The NYS DOT indicated that it would now be reaching out to the County of Westchester for its permission to convey this property to the Village.[5] With the Village's approval, I reached out to MaryJane Shimsky and offered to provide any needed information to the County concerning this request. Ms. Shimsky put me in touch with the Westchester County Attorney's Office, and I was able to answer the County's Attorney's questions about the history of this project and the specific property at issue and to provide additional backup documentation.

In early February, the County Attorney's Office informed me, and I informed the Village, that they had fully reviewed the transaction and were preparing legislation that would authorize the County to release its rights to this parcel. Over the next month and a half, I continued to respond to additional questions from the County Attorney's Office about the parcel and to update the Village and members of the Dobbs Ferry CAB about the County's progress for approving this transaction.

On April 8, 2021, the County Attorney's Office emailed me to say that they had submitted a resolution to the County's Park Board, which is a required step leading to final approval for this transaction by the County Board of Legislators. The County's Park Board was meeting to discuss this matter on April 15, 2021, and we were invited to attend to answer questions and discuss this matter with the Board. I immediately informed Mr. Manley, Trustee Cassell, the Office of the new Interim Village Administrator and the Chair of the Dobbs Ferry CAB about this helpful development. At the request of Trustee Cassell, I reached out to the County Attorney's Office and they have agreed to move this matter to the May meeting of the County's Park Board so that the Dobbs Ferry Board of Trustees can meet and discuss this matter and pass an appropriate resolution.

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[4] At approximately the same time, the Village executed its Letter of Renewed Commitment to Memorandum of Agreement with Respect to the Saw Mill River Watershed, dated November 25, 2020. In that Letter, the Village committed to "[c]ontinue to work on the creation of a contiguous, passive-use Chauncey Park, from Stanley Ave. to Southfield Ave. along the Saw Mill River."

[5] At the time of the construction of the Saw Mill River Parkway in the 1920s, it was the County of Westchester that had acquired this property from local landowners. During the 1960s and 1970s, control of the Parkways and ownership of this property was transferred from the County to the State. Under 1979 New York Laws Chap 340, the NYS DOT is authorized to dispose of this property if it is deemed not to be necessary for the operation of the Parkway, subject to the County's right of first refusal that the property revert to the County. 1979 N.Y. Laws Chap. 370 § 71(7), codified at N.Y. Trans. Law § 71(7) (2018 Cumulative Pocket Part).

Benefits of This Transaction For The Village of Dobbs Ferry

Acquiring this State-owned parcel and combining it with the two existing Village-owned parcels into a single Village park meets a number of key goals for the community. Under the Village of Dobbs Ferry Vision Plan, which was adopted by the Board of Trustees on September 20, 2010, the Village set as policy that both the existing Chauncey Park parcel and the state-owned parcel just north of Chauncey Park should be preserved as open space and not be subject to the development. Dobbs Ferry Vision Plan, at 20-21, 40-41. Consistent with this Vision Plan, the approval of the Rivertowns Square development was premised on the existing Chauncey Park and the pathways north of Chauncey Park remaining as parkland. *See, e.g.*, Village of Dobbs Ferry Board of Trustees Resolution 1-2013, dated January 8, 2013, at 19, 37-38; Village of Dobbs Ferry Board of Trustees Resolution 16-2013, dated June 25, 2013, at 17-18; Village of Dobbs Ferry Board of Trustees Meeting Minutes, dated January 23, 2018, at 16-20.

Second, this new Park will create a recreational path that will connect different parts of, and neighborhoods within, the Village. There are existing carriage-ways on this property that provide an excellent walking trail from north to south, connecting Southfield Avenue and Danforth Avenue by woodland pathway.

Third, this new Park will open up access to the Saw Mill River and, with appropriate vegetation and resource management, serve to protect the Saw Mill River watershed. A group of local Dobbs Ferry residents are already engaged with this effort. In October 2020, over twenty residents cleared away invasive vines and planted 65 native trees and shrubs on this property as part of the DEC's "Trees for Tribs" program. This effort is ongoing, and we are scheduled to plant an additional 75 native trees and shrubs on May 15, 2021. Removing invasive vines and planting these trees and shrubs along the river bank helps to prevent erosion, protect against future flooding and support the Village's overall efforts to address the impact of climate change.

Fourth, creating this new Park in the eastern part of the Village would offer new, passive recreational opportunities for neighborhoods such as Hickory Hill, Hunter's Run and the area around the Danforth Apartments that do not have ready access to the existing parks elsewhere in Dobbs Ferry. In addition, it adds a substantial amenity to residents and non-residents visiting Rivertowns Square.

Finally, protecting these undeveloped woodlands furthers the goals of both the Dobbs Ferry 2017 Climate Action Plan and the Village's partnership with the Saw Mill River Coalition to revitalize the Saw Mill River Basin.

• • •

Board of Trustees
April 12, 2021

I am planning to attend the April 13, 2021 Meeting of the Board of Trustees and will be available to answer any questions the Board may have about the history of the area, the process for acquiring Town of Greenburgh Tax Parcel No. 3.140-129-58 from the State and/or the new, proposed Village Park.

Respectfully submitted,

Charles L. Kerr
chetkerr@gmail.com

Co-Chair,
Greater Irvington Land Trust

Enclosure

Cc:

Richard Leins
Interim Village Administrator (w/encl.)

Sue Galloway
Chair, Dobbs Ferry CAB (w/encl.)

APPLICATION TO PURCHASE SURPLUS PROPERTY

NEW YORK STATE DEPARTMENT OF TRANSPORTATION
OFFICE OF RIGHT-OF-WAY

(For office use only) Region _____
Inquiry # _____
SPCN _____

Name(s) Village of Dobbs Ferry
Address 112 Main St. Dobbs Ferry NY 10522
Edmond Manley Village Administrator
Email villageadministrator@dobbsferry.com Telephone 914-231-8502

Requested property information

Abutting Property Address or Tax Map # 3.140-129-58
City, Village, or Town Dobbs Ferry
County Westchester
Highway Route No. Between Sawmill Pkwy + Ogden Ave.
Approximate Size (sq. ft. or acres) 8.4 Acres

Describe the requested property. Attach a sketch or aerial map depicting the requested property's shape, approximate dimensions, and its location in relation to the highway and abutting properties:
Map attached

Describe the intended use of the property:
Passive use parkland, for public use.

I/We understand that the Department will make a preliminary review to determine property ownership, existing highway boundaries, and whether the parcel is excess to transportation needs.

I/We understand that it is the Department's policy to offer all surplus properties for sale publicly, unless constrained from doing so by law, and that I (we) may be required to purchase the property through a public bidding process.

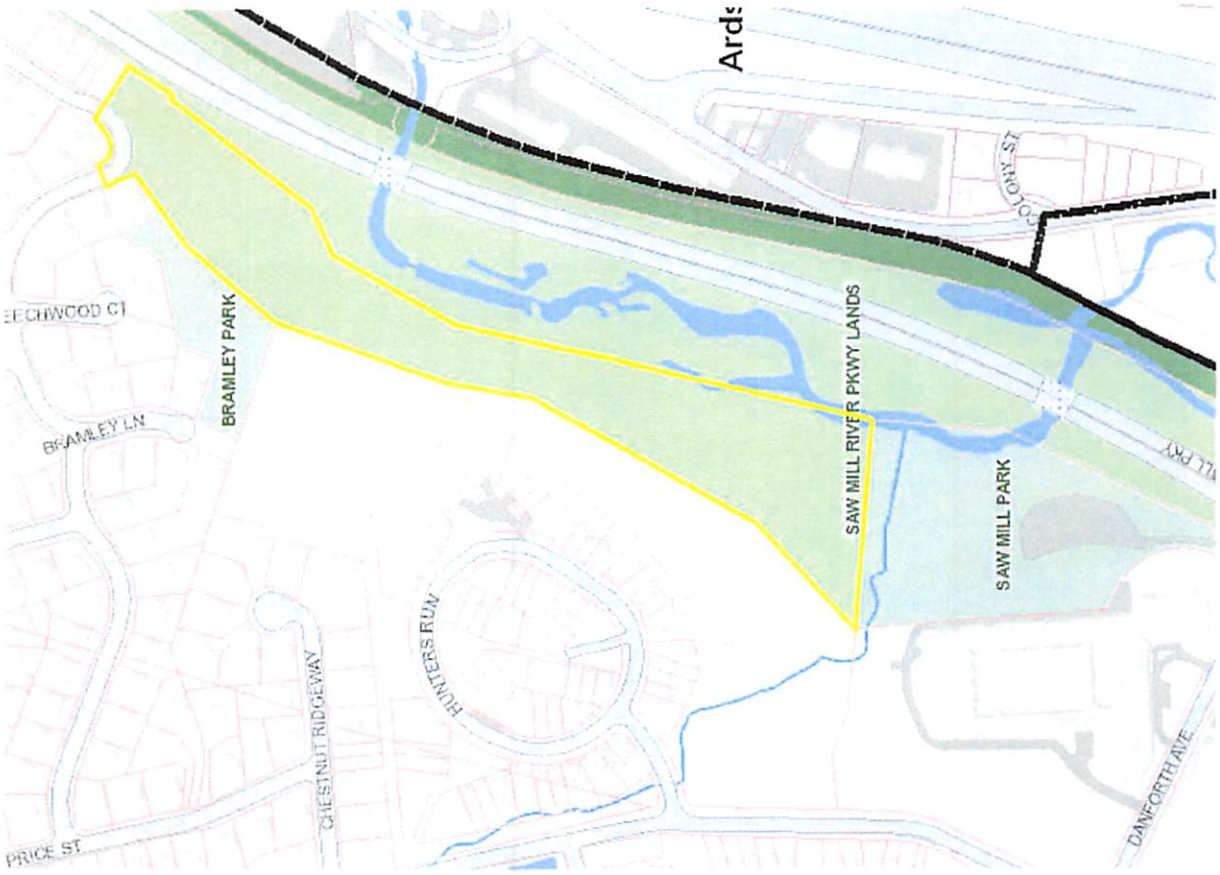
I/We understand that if the property is approved for sale, costs of survey and map preparation will be my (our) responsibility and must be completed to NYSDOT specifications prior to conveyance.

I/We understand that only the Department's Property Executive Review Group (PERG) can declare a parcel surplus, approve it for sale and set the terms and conditions of any sale.

Edmond Manley — Signature
8-27-2020 — Date

_____ Signature
_____ Date

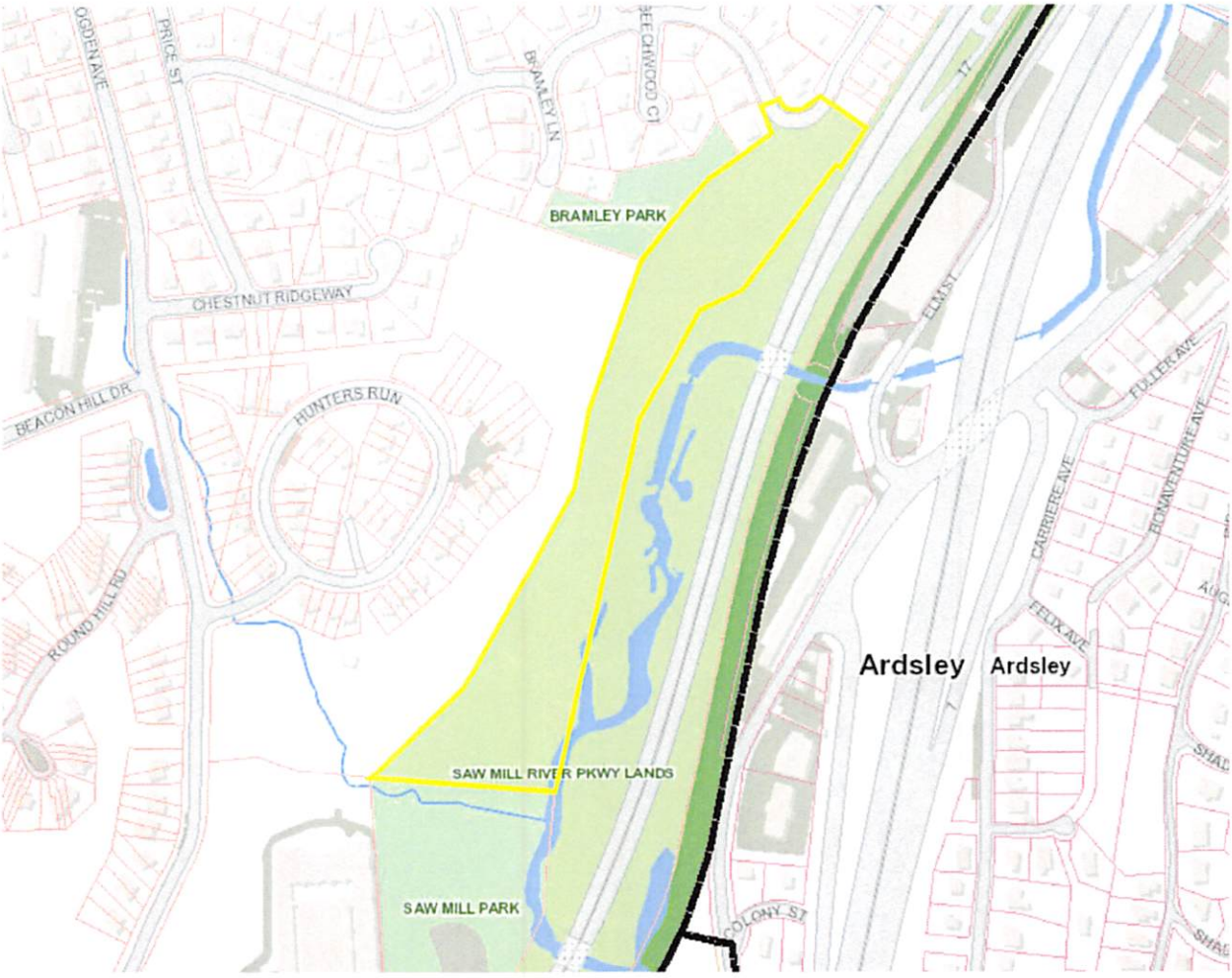
ROW 429 (10/2018)



Application by the Village of Dobbs Ferry to Purchase Surplus Property,
Dated August 27, 2020

Describe the Requested Property

This application is to purchase Town of Greenburgh Tax Parcel No. 3.140-129-58, which is an 8.4-acre parcel of surplus, undeveloped, State-owned property on the west side of the Saw Mill River Parkway in the Village of Dobbs Ferry. Set forth below is a map of this parcel (outlined in yellow), which was reproduced from the Westchester County GIS viewer, available at https://giswww.westchestergov.com/taxmaps/default.aspx?sMun=DobbsFerry



This parcel was originally acquired by the County of Westchester in connection with the construction of the Saw Mill River Parkway in the 1920s. At that time, the County purchased a number of parcels just to the west of track bed for the New York Central & Hudson River Rail Road, Putnam Division, which could potentially be used for the new proposed Parkway. Those parcels included property between the southern intersection of what was then Field Avenue and Meadow Street and the northern intersection of what was then Danforth Avenue and Stanley Avenue in Dobbs Ferry, and included what is today Town of Greenburgh Tax Parcel No. 3.140-129-58. This parcel was ultimately not used as part of the Parkway, however, and in 1976 the County transferred it to the State of New York.

As described more fully below, the Village of Dobbs Ferry intends to combine Town of Greenburgh Tax Parcel No. 3.140-129-58 with two adjacent, park parcels owned by the Village and, thereby, create a new 14.8-acre, Village-owned public park along the Saw Mill River. This parcel is separated from the Saw Mill River Parkway by other State-owned property and by the Saw Mill River. Running through the parcel are several old, historic carriageways, which provide the basis for a trail system that can be used for walking and other passive recreation.

<u>History of Tax Parcel No. 3.140-129-58</u>

Town of Greenburgh Tax Parcel No. 3.140-129-58 was originally part of a larger 72-acre estate acquired by Leo Arnstein, the Vice President of J. H. Rossbach and Bros., Inc., and Milton Hermann, the President of Herrmann, Aukam & Co., in 1907.[1] This Arnstein-Herrmann estate can be seen in the *Map of the Herrmann-Arnstein Property Dobbs Ferry N.Y.*, dated March 25, 1909, recorded as Map No. 1862 in the Westchester County Clerk's Office (hereinafter, "*Map of the Herrmann-Arnstein Property*") **(Exhibit 2)**.

Two years later, Hermann and Arnstein partitioned their property into several different parcels.[2] For purposes relevant here, Leo Arnstein took sole ownership of the 34.300-acre northern plot as shown on the *Map of the Herrmann-Arnstein Property*. Milton Herrmann took sole ownership of the 32.085-acre southern plot and the 6.365-acre Plot A as shown on the *Map of the Herrmann-Arnstein Property*. The parties further agreed that the private road known as Walgrove Avenue, which extended southwest from the intersection of Field Street and Meadow Street, would be maintained at their mutual, joint expense. Town of Greenburgh Tax Parcel No. 3.140-129-58 is part of what was the 32.085-acre plot that, by this Indenture, became Milton Herrmann's property.

In December 1921, Milton Herrmann conveyed to his wife Elsa Herrmann the 32.085-acre southern plot and the 6.365-acre Plot A as shown on the *Map of the Herrmann-Arnstein Property.*[3] Two years later, Elsa Herrmann conveyed to Albert Walter a 1.74-acre parcel in the northeast corner of her property extending south from the intersection of Rail Road Avenue and Meadow Street along the tracks of the New York Central & Hudson River Rail Road, Putnam Division, to the Saw Mill River.[4] This parcel is shown as Parcel 2B in the *Westchester County Park Commission Map of Lands to be Acquired for the Saw Mill River Parkway, Sheet 14A, as Amended*, dated March 15, 1927, recorded as Map No. 2722-2 in the Westchester County Clerk's Office (hereinafter, "*County Park Commission Map Sheet 14A*") **(Exhibit 7)**.

On March 27, 1922, the New York State Legislature enacted Chapter 292 of the 1922 Laws of New York, creating the Westchester County Park Commission (the "Park Commission").[5] The Park Commission was

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[1] Indenture, dated July 9, 1907, between William F. and Catherine C. Carroll and Milton C. Herrmann and Leo Arnstein, recorded in the Westchester County Clerk's Office at LIBER 1812 PAGE 180 **(Exhibit 1)**.

[2] Indenture, dated July 12, 1909, between Leo and Elsie Arnstein and Milton and Elsa Herrmann, recorded in the Westchester County Clerk's Office at LIBER 2472 PAGE 2 **(Exhibit 3)**.

[3] Indenture, dated December 23, 1921, between Milton Herrmann and Elsa Herrmann, recorded in the Westchester County Clerk's Office at LIBER 2370 PAGE 257 **(Exhibit 4)**. On the same day, Milton Herrmann also conveyed to his wife the adjacent 7.081-acre parcel between the Saw Mill River and the tracks for the New York Central & Hudson River Rail Road, which he had separately acquired in 1908. Indenture, dated December 23, 1921, between Milton Herrmann and Elsa Herrmann, recorded in the Westchester County Clerk's Office at LIBER 2370 PAGE 255 **(Exhibit 5)**.

[4] Indenture, dated December 13, 1923, between Elsa H. Herrmann and Albert Walter, recorded in the Westchester County Clerk's Office at LIBER 2472 PAGE 55 **(Exhibit 6)**.

[5] 1922 N.Y. Laws Chap. 292.

> authorized to control and manage any and all parks, which are now owned or have been acquired or may be hereafter acquired whether in fee or in trust by the county of Westchester and may consider, investigate and recommend for selection and location such additional real estate in the county of Westchester as may in its opinion be proper and desirable to be reserved, set apart or acquired for one more parks, parkways or boulevards, . . . [6]

The State Legislature directed the Park Commission to identify property to be acquired for the purpose of creating parks and/or parkways and then to prepare a map "of such lands so to be acquired or taken as approved by the board of supervisors."[7] In its 1924 Annual Report, the Park Commission identified the Saw Mill River Parkway as "the most important project in the entire county park system from the standpoint of public health and welfare and for the economic advantages that will result from such a large scale public improvement."[8]

In June of 1924, Elsa Herrmann conveyed to Charles T. McFarlane a portion of her property in Dobbs Ferry extending east from Ogden Place East and bounded on the north by the land now or formerly owned by Leo Arnstein, bounded on the east by Walgrove Avenue, and bounded on the south by other land owned by Elsa Herrmann.[9] This parcel includes Plot A as shown on the *Map of the Herrmann-Arnstein Property*, but also includes land to the east and south of Plot A. A year later, Elsa Herrmann conveyed to Charles T. McFarlane all the rest of her property that was part of the original 32.085 parcel shown on the *Map of the Herrmann-Arnstein Property*, and which she had not previously conveyed to Charles McFarlane or to Albert Walter.[10]

In September 1926, Mary McNamara conveyed to the County of Westchester a parcel on the south side of Meadow Street shown as Parcel No. 4 on the *County Park Commission Map Sheet 14A*.[11] Six months later, Ernst Jahn conveyed to the County of Westchester a parcel on the south side of Meadow Street shown as Parcel No. 3 on the *County Park Commission Map Sheet 14A*.[12] Finally, in July 1927 Charles McFarlane conveyed to the County of Westchester Parcel 2A as shown on the *County Park Commission Map Sheet 14A*.[13] McFarlane reserved to himself

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[6] *Id.* § 3.

[7] *Id.*

[8] Report of the Westchester County Park Commission to the Board of Supervisors of the County of Westchester, dated April 30, 1924, at 14-17.

[9] Indenture, dated June 24, 1924, between Elsa H. Herrmann and Charles T. McFarlane, recorded in the Westchester County Clerk's Office at LIBER 2510 PAGE 29 (**Exhibit 8**).

[10] Indenture, dated February 3, 1925, between Elsa H. Herrmann and Charles T. McFarlane, recorded in the Westchester County Clerk's Office at LIBER 2551 PAGE 160 (**Exhibit 9**).

[11] Indenture, dated September 28, 1926, between Mary E. McNamara and County of Westchester, recorded in the Westchester County Clerk's Office at LIBER 2703 PAGE 498 (**Exhibit 10**).

[12] Indenture, dated March 28, 1927, between Ernst Jahn and the County of Westchester, recorded in the Westchester County Clerk's Office at LIBER 2751 PAGE 89 (**Exhibit 11**).

[13] Indenture, dated July 2, 1927, between Charles T. McFarlane and the County of Westchester, recorded in the Westchester County Clerk's Office at LIBER 2777 PAGE 427 (**Exhibit 12**).

the right to a 20-foot easement and right of way to construct and maintain a private driveway for passenger cars connecting his adjacent, remaining property to the new Saw Mill River Parkway. All of these parcels were acquired by the County in connection with the proposed construction of the Saw Mill River Parkway.

Leo Arnstein died in 1944, and was survived by his wife, Elsie N. Arnstein. In 1955, the Executors of the Last Will of Elsie N. Arnstein conveyed to Joan Price, Leonard Price and Sharman Price a large part of the property that had been originally been owned by Leo Arnstein and that was now bordered on the east by South Field Avenue and the land purchased by the County of Westchester from Charles McFarlane for possible use as part of the Saw Mill River Parkway. This large parcel was ultimately purchased by Northern Properties, Inc.,[14] and developed into a neighborhood of single family homes, known today as Hickory Hill. This development, which abuts the northwestern end of Town of Greenburgh Tax Parcel No. 3.140-129-58, is shown on the *Revised Subdivision Map of Hickory Hill by Northern Properties Incorporated*, dated Sept. 22, 1961, recorded as Map No. 12952 in the Westchester's County Clerk's Office (**Exhibit 14**).

As part of the early efforts to develop what became the Hickory Hill neighborhood, the Trustees for the Village of Dobbs Ferry voted to request that the Westchester County Park Commission grant the Village a permanent easement for highway purposes only over a portion of the Parkway lands to connect the new proposed subdivision with South Field Avenue.[15] On January 21, 1959, the Westchester County Park Commission authorized the granting of an easement for "highway purposes only" that extended South Field Avenue across County property until it turned into the new proposed subdivision.[16] The Village of Dobbs Ferry, however, subsequently withdrew its request for an easement,[17] and no actual easement was recorded with the Westchester County Clerk's Office at that time. Several months later, the Dobbs Ferry

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[14] Indenture, dated February 29, 1960, between Saw Mill Heights, Inc. and Northern Properties, Inc., recorded in the Westchester County Clerk's Office at LIBER 5994 PAGE 398 (**Exhibit 13**).
[15] *See* Minutes of a Regular Meeting of the Board of Trustees of the Village of Dobbs Ferry, dated January 13, 1959, at 2.
[16] *See* Condition No. 1 shown on *Westchester County Park Commission Map Showing Location of Easement Through Lands Designated as a Portion of Parcels "2A", "2C" & "3", Sheet No. 14A Saw Mill River Parkway*, dated January 13, 1959, recorded as Map No. 11900 in the Westchester County Clerk's Office (**Exhibit 15**). As originally designed, this easement would extend South Field Avenue approximately 335 feet across the County's Parkway property, at which point the street would turn to the northwest into the new development. *See Subdivision Map of Hillview Acres Estates*, dated August 31, 1959, recorded as Map No. 12217 in the Westchester County Clerk's Office (**Exhibit 16**). The streets in the proposed Subdivision, however, were later redesigned so that they intersected this easement on County property in a slightly different location. *See Subdivision Map Hickory Hill by Northern Properties, Inc.*, dated July 28, 1960, recorded as Map No. 12493 in the Westchester County Clerk's Office (**Exhibit 17**).
[17] *See* Minutes of a Regular Meeting of the Board of Trustees of the Village of Dobbs Ferry, dated April 21, 1959, at 2.

Planning Board again requested that the Village seek such an easement as part of the Planning Board's review of the proposed subdivision.[18]

The Board of Trustees subsequently voted to approve the Hickory Hill development subject to the condition that the County of Westchester grant to the Village "a permanent easement for highway purposes only over so much of the property of the County of Westchester as is required to extend Hickory Hill Drive to connect with South Field Avenue and to provide access from Hickory Hill Drive to the Park Area."[19] In response to a further request made by the developer, the Village Board of Trustees voted to request that the Westchester County Park Commission also grant the Village "an additional strip of land for sidewalk area on the easement already secured for extension of South Field Avenue.[20] By Agreement, dated December 20, 1960, , the County of Westchester, acting by the Westchester County Park Commission, granted the Village a permanent easement for slope rights and sidewalk purposes adjacent to the "existing easement as shown on map entitled, 'Westchester County Park Commission Map Showing Location of Easement Through Lands Designated as a Portion of Parcels '2A', '2C' & '3', Sheet No. 14A, Saw Mill River Parkway", and filed in the Office of the Clerk of the County of Westchester (Division of Land Records) on the 9th day of March, 1959 as Map No. 11900'".[21]

In an attempt to relieve the County of the increasing financial responsibility of operating and maintaining the County parkway system, in 1960 New York passed a new statute creating the East Hudson Parkway Authority, a separate entity that would take over the County parkway system in Westchester and would have independent authority to impose tolls and issue bonds.[22] As originally enacted, the East Hudson Parkway Authority was only intended to be in existence for five years, after which all of its assets "shall pass to and be vested in the state."[23]

Westchester County was expressly authorized to convey to the new East Hudson Parkway Authority any "real property owned by the county and comprising the Westchester county parkway system." Upon such a transfer, "all the assets and liabilities of the Westchester county parkway authority created by title ten of this article shall pass to and be vested in the

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[18] *See* Minutes of a Special Meeting of the Board of Trustees of the Village of Dobbs Ferry, dated September 9, 1959, at 11.

[19] *See* Minutes of a Special Meeting of the Board of Trustees of the Village of Dobbs Ferry, dated May 27, 1960, at 2-10. The "Park Area" referred to in this resolution is on the southeast corner of the development, adjacent to the County's Parkway property. See *Subdivision Map of Hillview Acres Estates*, dated August 31, 1959, recorded as Map No. 12217 in the Westchester County Clerk's Office (**Exhibit 16**).

[20] Minutes of a Regular Meeting of the Board of Trustees of the Village of Dobbs Ferry, dated September 16, 1960, at 3.

[21] This new, additional easement through the County's Parkway property is shown on *Westchester County Park Commission Map of Easement Through Lands Designated as Parcels 2A and 3, Sheet No. 14A Saw Mill River Parkway*, dated October 31, 1960, recorded as Map No. 12618 in the Westchester County Clerk's Office (**Exhibit 18**).

[22] 1960 N.Y. Laws Chap. 649 §§ 452, 453.

[23] *Id.* § 452.

[East Hudson Parkway Authority]" and the Westchester County Parkway Authority shall cease to exist.[24]

> The [East Hudson Parkway Authority] may acquire in the name of the state by purchase or condemnation pursuant to the condemnation law such real property or rights or easements therein as may be necessary or proper for the reconstruction, improvement or operation of the Westchester county parkway system . . . provided further, however, that the [East Hudson Parkway Authority] shall not, without the consent of the county dispose of any real property which has been transferred to it in the name of the state pursuant to subdivision two of this section.[25]

Pursuant to the terms of this statute, in February 1961, Westchester County entered into "a certain instrument in writing to carry out the intents and purposes of Chapter 649 of the Laws of 1960, and did by said instrument grant and release unto the [State] certain lands and premises," comprising a part of the Saw Mill River Parkway.[26] This instrument was never recorded, however, so in 1968, the County and the State executed a new Indenture documenting the transfer of those properties.[27] Under this Indenture, Westchester County conveyed to the State of New York various parcels in Dobbs Ferry immediately adjacent to the west side of the old New York Central Railroad – Putnam Division track bed.[28] This conveyance, however, did not include the parcel now known as Town of Greenburgh Tax Parcel No. 3.140-129-58.

In 1976, the County of Westchester conveyed to the State of New York, again pursuant to Chapter 649 of the Laws of 1960, several additional parcels along the Saw Mill River Parkway.[29] Included among the parcels conveyed at this time was the parcel now known as Town of Greenburgh Tax Parcel No. 3.140-129-58.[30] Although held in the name of the State of New York, this parcel was under the control of the East Hudson Parkway Authority.

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[24] *Id.* § 457(2).

[25] *Id.* § 457(3).

[26] *See* Indenture, dated April 17, 1968, between County of Westchester and The People of the State of New York, recorded in the Westchester County Clerk's Office at LIBER 6775 PAGE 198 (**Exhibit 19**).

[27] *Id.*

[28] *See id.* LIBER 6775 PAGE 198, 200; *Map Showing Lands [of the] East Hudson Parkway Authority in the Name of the State of New York – Sheet No. 13*, dated June 8, 1964, recorded as Map No. 14263 Sheet No. 13 in the Westchester County Clerk's Office (**Exhibit 20**); *Map Showing Lands [of the] East Hudson Parkway Authority in the Name of the State of New York – Sheet No. 14*, dated June 8, 1964, recorded as Map No. 14263 Sheet No. 14 in the Westchester County Clerk's Office (**Exhibit 21**).

[29] Indenture, dated July 29, 1976, between County of Westchester and The People of the State of New York, recorded in the Westchester County Clerk's Office at LIBER 7386 PAGE 630 (**Exhibit 22**).

[30] *Id.* LIBER 7386 PAGE 630, 632; *Map of Lands [of the] East Hudson Parkway Authority*, dated June 6, 1975, recorded as Map No. 18694 in the Westchester County Clerk's Office (**Exhibit 23**).

By statute enacted in 1979, New York transferred to the New York State Department of Transportation all of the duties, functions and responsibilities of the East Hudson Parkway Authority.[31] All real property owned, used or controlled by the East Hudson Parkway Authority was to be transferred to the State.[32] The State Transportation Commissioner was separately authorized

> [t]o dispose of . . . any real property deemed by the commissioner not to be necessary for the operation of special parkways, or to otherwise, in whole or in part, hold, manage, sell or exchange such property on terms beneficial to the state. However, any property previously owned by Westchester county shall revert to the county when such property is no longer necessary and utilized for the operations of special parkways.[33]

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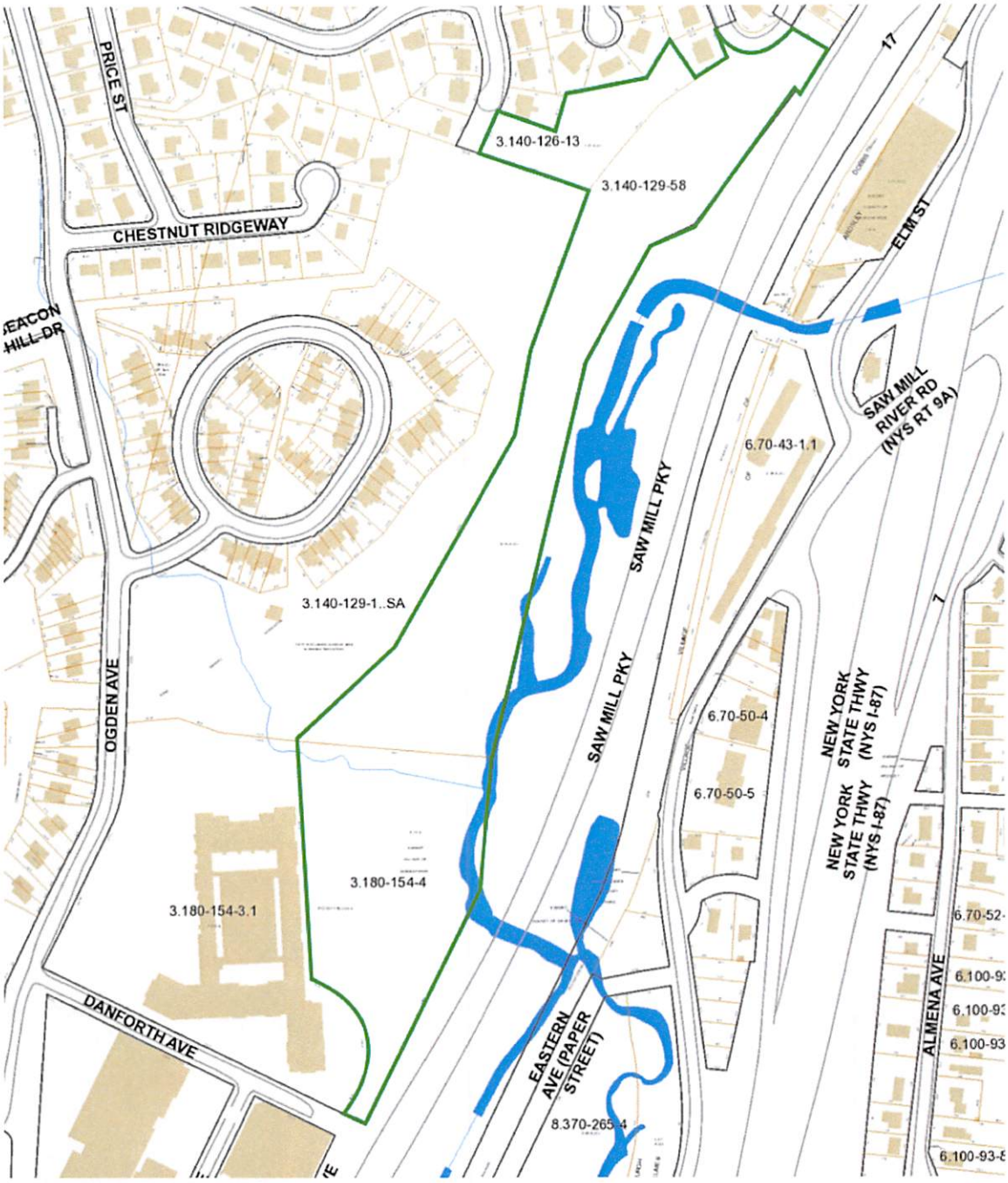
[31] 1979 N.Y. Laws Chap. 370.

[32] *Id.* § 8.

[33] Id. § 71(7), codified at N.Y. Trans. Law § 71(7) (2018 Cumulative Pocket Part).

Describe the Intended Use of the Property

The Village of Dobbs Ferry intends to combine Town of Greenburgh Tax Parcel No. 3.140-129-58 with two adjacent, park parcels owned by the Village and, thereby, create a new 14.8-acre, Village-owned public park along the Saw Mill River. This new Village Park would extend from Southfield Avenue on the north to Danforth Avenue on the south and abut the Saw Mill River as it flows through the eastern portion of Dobbs Ferry. A map of this new proposed park, showing the location of the three parcels, is set forth below.



The two adjacent, Village-owned parcels that will be part of this new park are Town of Greenburgh Tax Parcel No. 3.140-126-23 and Greenburgh Tax Parcel No. 3.180-154-4, both of which are both dedicated parkland.

The combination of these three parcels creates a unique woodland area. The parcels include the remains of several old carriage trails that create a natural walkway from north to south. These original carriage trails can be seen in the *Map of the Herrmann-Arnstein Property*, which is **Exhibit 2**. The southern parcel of the proposed park, which is currently owned by the Village of Dobbs Ferry and dedicated solely for use as a park, has a small stream that runs west to east into a marsh-like area before emptying into the Saw Mill River. There is an existing bridge that crosses over this stream, which allows easy access to the walking trails that extend northward. Current plans include placing benches along these walking trails, replacing invasive plants with native shrubbery and trees in various locations and creating areas of quiet contemplation along the Saw Mill River.

This proposed combination of Town of Greenburgh Tax Parcel No. 3.140-129-58 with the two existing Village-owned parcels into a single Village park meets key goals for the community. First, this new Park will include a recreational path that will connect different parts and neighborhoods within the Village. Second, this new Park will open up access to the Saw Mill River and, with proper management, protect the Saw Mill River watershed. Third, permanently preserving this existing open space will serve as a balance to the ongoing development and growth in the Chauncey Park/Rivertowns Square area just to the south. Fourth, creating this new Park in the eastern part of the Village creates new passive, recreational opportunities for neighborhoods that do not have ready access to the existing parks in Dobbs Ferry. Finally, protecting these undeveloped woodlands furthers the goals of both the Dobbs Ferry 2017 Climate Action Plan and the regional Saw Mill River Coalition, a partnership committed to revitalizing the Saw Mill River and supported by Dobbs Ferry and several of its surrounding Villages.

This Project is sponsored by the Village of Dobbs Ferry, the Westchester County Board of Legislators, the Saw Mill River Coalition, Groundwork Hudson Valley, and the Greater Irvington Land Trust.

Application by the Village of Dobbs Ferry to Purchase Surplus Property,
Dated August 27, 2020

List of Supporting Exhibits

Exhibit No.	Description
1	Indenture, dated July 9, 1907, between William F. and Catherine C. Carroll and Milton C. Herrmann and Leo Arnstein, recorded in the Westchester County Clerk's Office at LIBER 1812 PAGE 180
2	*Map of the Herrmann-Arnstein Property Dobbs Ferry N.Y.*, dated March 25, 1909, recorded as Map No. 1862 in the Westchester County Clerk's Office
3	Indenture, dated July 12, 1909, between Leo and Elsie Arnstein and Milton and Elsa Herrmann, recorded in the Westchester County Clerk's Office at LIBER 2472 PAGE 2
4	Indenture, dated December 23, 1921, between Milton Herrmann and Elsa Herrmann, recorded in the Westchester County Clerk's Office at LIBER 2370 PAGE 257
5	Indenture, dated December 23, 1921, between Milton Herrmann and Elsa Herrmann, recorded in the Westchester County Clerk's Office at LIBER 2370 PAGE 255
6	Indenture, dated December 13, 1923, between Elsa H. Herrmann and Albert Walter, recorded in the Westchester County Clerk's Office at LIBER 2472 PAGE 55
7	*Westchester County Park Commission Map of Lands to be Acquired for the Saw Mill River Parkway, Sheet 14A, as Amended*, dated March 15, 1927, recorded as Map No. 2722-2 in the Westchester County Clerk's Office
8	Indenture, dated June 24, 1924, between Elsa H. Herrmann and Charles T. McFarlane, recorded in the Westchester County Clerk's Office at LIBER 2510 PAGE 29
9	Indenture, dated February 3, 1925, between Elsa H. Herrmann and Charles T. McFarlane, recorded in the Westchester County Clerk's Office at LIBER 2551 PAGE 160
10	Indenture, dated September 28, 1926, between Mary E. McNamara and County of Westchester, recorded in the Westchester County Clerk's Office at LIBER 2703 PAGE 498
11	Indenture, dated March 28, 1927, between Ernst Jahn and the County of Westchester, recorded in the Westchester County Clerk's Office at LIBER 2751 PAGE 89
12	Indenture, dated July 2, 1927, between Charles T. McFarlane and the County of Westchester, recorded in the Westchester County Clerk's Office at LIBER 2777 PAGE 427
13	Indenture, dated February 29, 1960, between Saw Mill Heights, Inc. and Northern Properties, Inc., recorded in the Westchester County Clerk's Office at LIBER 5994 PAGE 398
14	*Revised Subdivision Map of Hickory Hill by Northern Properties*

	Incorporated, dated Sept. 22, 1961, recorded as Map No. 12952 in the Westchester's County Clerk's Office
15	*Westchester County Park Commission Map Showing Location of Easement Through Lands Designated as a Portion of Parcels "2A", "2C" & "3", Sheet No. 14A Saw Mill River Parkway*, dated January 13, 1959, recorded as Map No. 11900 in the Westchester County Clerk's Office
16	*Subdivision Map of Hillview Acres Estates*, dated August 31, 1959, recorded as Map No. 12217 in the Westchester County Clerk's Office
17	*Subdivision Map Hickory Hill by Northern Properties, Inc.*, dated July 28, 1960, recorded as Map No. 12493 in the Westchester County Clerk's Office
18	*Westchester County Park Commission Map of Easement Through Lands Designated as Parcels 2A and 3, Sheet No. 14A Saw Mill River Parkway*, dated October 31, 1960, recorded as Map No. 12618 in the Westchester County Clerk's Office
19	Indenture, dated April 17, 1968, between County of Westchester and The People of the State of New York, recorded in the Westchester County Clerk's Office at LIBER 6775 PAGE 198
20	*Map Showing Lands [of the] East Hudson Parkway Authority in the Name of the State of New York – Sheet No. 13*, dated June 8, 1964, recorded as Map No. 14263 Sheet No. 13 in the Westchester County Clerk's Office
21	*Map Showing Lands [of the] East Hudson Parkway Authority in the Name of the State of New York – Sheet No. 14*, dated June 8, 1964, recorded as Map No. 14263 Sheet No. 14 in the Westchester County Clerk's Office
22	Indenture, dated July 29, 1976, between County of Westchester and The People of the State of New York, recorded in the Westchester County Clerk's Office at LIBER 7386 PAGE 630
23	*Map of Lands [of the] East Hudson Parkway Authority*, dated June 6, 1975, recorded as Map No. 18694 in the Westchester County Clerk's Office

The Smart Growth Screening Tool executed by Mr. Edmond Manley/Acting Village Administrator is as follows:

Smart Growth Screening Tool

PIN

Prepared By:

Smart Growth Screening Tool (STEP 1)

NYSDOT & Local Sponsors – Fill out the Smart Growth Screening Tool until the directions indicate to **STOP** for the project type under consideration. For all other projects, complete answering the questions. For any questions, refer to Smart Growth Guidance document.

Title of Proposed Project: Chauncey Park

Location of Project: Village of Dobbs Ferry on west bank of Sawmill River

Brief Description: Purchase parcel 3.140-129-58 to add to existing passive use Park

A. Infrastructure:

Addresses SG Law criterion a. –
(To advance projects for the use, maintenance or improvement of existing infrastructure)

1. Does this project use, maintain, or improve existing infrastructure?

Yes ☐ No ☑ N/A ☐

Explain: (use this space to expand on your answers above – the form has no limitations on the length of your narrative)

This is un-improved land with no infrastructure, and will remain so.

Maintenance Projects Only

a. Continue with screening tool for the four (4) types of maintenance projects listed below, as defined in **NYSDOT PDM Exhibit 7-1 and described in 7-4:**
https://www.dot.ny.gov/divisions/engineering/design/dqab/pdm

- Shoulder rehabilitation and/or repair;
- Upgrade sign(s) and/or traffic signals;
- Park & ride lot rehabilitation;

SG-13 (revised May, 2013) 1 PIN

- 1R projects that include single course surfacing (inlay or overlay), per Chapter 7 of the NYSDOT Highway Design Manual.

b. For all other maintenance projects, **STOP here.** Attach this document to the programmatic Smart Growth Impact Statement and signed Attestation for Maintenance projects.

For all other projects (other than maintenance), continue with screening tool.

B. Sustainability:

NYSDOT defines Sustainability as follows: A sustainable society manages resources in a way that fulfills the community/social, economic and environmental needs of the present without compromising the needs and opportunities of future generations. A transportation system that supports a sustainable society is one that:

- Allows individual and societal transportation needs to be met in a manner consistent with human and ecosystem health and with equity within and between generations.
- Is safe, affordable, and accessible, operates efficiently, offers choice of transport mode, and supports a vibrant economy.
- Protects and preserves the environment by limiting transportation emissions and wastes, minimizes the consumption of resources and enhances the existing environment as practicable.

For more information on the Department's Sustainability strategy, refer to Appendix 1 of the Smart Growth Guidance and the NYSDOT web site, www.dot.ny.gov/programs/greenlites/sustainability

(Addresses SG Law criterion j : to promote sustainability by strengthening existing and creating new communities which reduce greenhouse gas emissions and do not compromise the needs of future generations, by among other means encouraging broad based public involvement in developing and implementing a community plan and ensuring the governance structure is adequate to sustain and implement.)

1. Will this project promote sustainability by strengthening existing communities?

   Yes ☑ No ☐ N/A ☐

2. Will the project reduce greenhouse gas emissions?

   Yes ☑ No ☐ N/A ☐

   Explain: (use this space to expand on your answers above)

   we plan to save native vegitation by removing invasive vines and planting more native plants that will also reduce flooding.

C. Smart Growth Location:

Plans and investments should preserve our communities by promoting its distinct identity through a local vision created by its citizens.

(Addresses SG Law criteria b and c: to advance projects located in municipal centers; to advance projects in developed areas or areas designated for concentrated infill development in a municipally approved comprehensive land use plan, local waterfront revitalization plan and/or brownfield opportunity area plan.)

1. Is this project located in a developed area?

   Yes ☐ No ☑ N/A ☐

2. Is the project located in a municipal center?

   Yes ☐ No ☑ N/A ☐

3. Will this project foster downtown revitalization?

   Yes ☐ No ☑ N/A ☐

4. Is this project located in an area designated for concentrated infill development in a municipally approved comprehensive land use plan, waterfront revitalization plan, or Brownfield Opportunity Area plan?

   Yes ☐ No ☑ N/A ☐

Explain: (use this space to expand on your answers above)

Land is undeveloped wooded space and will remain so.

D. Mixed Use Compact Development:

Future planning and development should assure the availability of a range of choices in housing and affordability, employment, education transportation and other essential services to encourage a jobs/housing balance and vibrant community-based workforce.

(Addresses SG Law criteria e and i: to foster mixed land uses and compact development, downtown revitalization, brownfield redevelopment, the enhancement of beauty in public spaces, the diversity and affordability of housing in proximity to places of employment, recreation and commercial

development and the integration of all income groups; to ensure predictability in building and land use codes.)

1. Will this project foster mixed land uses?

   Yes ☐ No ☐ N/A ☑

2. Will the project foster brownfield redevelopment?

   Yes ☐ No ☑ N/A ☐

3. Will this project foster enhancement of beauty in public spaces?

   Yes ☑ No ☐ N/A ☐

4. Will the project foster a diversity of housing in proximity to places of employment and/or recreation?

   Yes ☐ No ☐ N/A ☑

5. Will the project foster a diversity of housing in proximity to places of commercial development and/or compact development?

   Yes ☐ No ☐ N/A ☑

6. Will this project foster integration of all income groups and/or age groups?

   Yes ☑ No ☐ N/A ☐

7. Will the project ensure predictability in land use codes?

   Yes ☐ No ☐ N/A ☑

8. Will the project ensure predictability in building codes?

   Yes ☐ No ☐ N/A ☑

Explain: (use this space to expand on your answers above)

This land will remain as a passive use park open to the public walk and enjoy natural beauty.

E. Transportation and Access:

NYSDOT recognizes that Smart Growth encourages communities to offer a wide range of transportation options, from walking and biking to transit and automobiles, which increase people's access to jobs, goods, services, and recreation.

(Addresses SG Law criterion f: to provide mobility through transportation choices including improved public transportation and reduced automobile dependency.)

1. Will this project provide public transit?

   Yes ☐ No ☑ N/A ☐

2. Will this project enable reduced automobile dependency?

   Yes ☐ No ☐ N/A ☑

3. Will this project improve bicycle and pedestrian facilities (such as shoulder widening to provide for on-road bike lanes, lane striping, crosswalks, new or expanded sidewalks or new/improved pedestrian signals)?

   Yes ☐ No ☐ N/A ☑

   (Note: Question 3 is an expansion on question 2. The recently passed Complete Streets legislation requires that consideration be given to complete street design features in the planning, design, construction, reconstruction and rehabilitation, but not including resurfacing, maintenance, or pavement recycling of such projects.)

   Explain: (use this space to expand on your answers above)

   This is a wooded trail for only walking

F. Coordinated, Community-Based Planning:

Past experience has shown that early and continuing input in the transportation planning process leads to better decisions and more effective use of limited resources. For information on community based planning efforts, the MPO may be a good resource if the project is located within the MPO planning area.

(Addresses SG Law criteria g and h: to coordinate between state and local government and inter-municipal and regional planning; to participate in community based planning and collaboration.)

1. Has there been participation in community-based planning and collaboration on the project?

   Yes ☑ No ☐ N/A ☐

2. Is the project consistent with local plans?

   Yes ☑ No ☐ N/A ☐

3. Is the project consistent with county, regional, and state plans?

   Yes ☑ No ☐ N/A ☐

4. Has there been coordination between inter-municipal/regional planning and state planning on the project?

Yes ☐ No ☐ N/A ☑

Explain: (use this space to expand on your answers above)

Municipality and local environmental groups have worked together to preserve open space.

G. Stewardship of Natural and Cultural Resources:

Clean water, clean air and natural open land are essential elements of public health and quality of life for New York State residents, visitors, and future generations. Restoring and protecting natural assets, and open space, promoting energy efficiency, and green building, should be incorporated into all land use and infrastructure planning decisions.

(Addresses SG Law criterion d :To protect, preserve and enhance the State's resources, including agricultural land, forests surface and ground water, air quality, recreation and open space, scenic areas and significant historic and archeological resources.)

1. Will the project protect, preserve, and/or enhance agricultural land and/or forests?

Yes ☑ No ☐ N/A ☐

2. Will the project protect, preserve, and/or enhance surface water and/or groundwater?

Yes ☑ No ☐ N/A ☐

3. Will the project protect, preserve, and/or enhance air quality?

Yes ☑ No ☐ N/A ☐

4. Will the project protect, preserve, and/or enhance recreation and/or open space?

Yes ☑ No ☐ N/A ☐

5. Will the project protect, preserve, and/or enhance scenic areas?

Yes ☑ No ☐ N/A ☐

6. Will the project protect, preserve, and/or enhance historic and/or archeological resources?

Yes ☐ No ☐ N/A ☑

Explain: (use this space to expand on your answers above)

Smart Growth Screening Tool

This project will protect + preserve + enhance wooded land adjoining the Sawmill River, reduce flooding, protect species using the river and enhance native vegitation.

Smart Growth Impact Statement (STEP 2)

NYSDOT: Complete a Smart Growth Impact Statement (SGIS) below using the information from the Screening Tool.

Local Sponsors: The local sponsors are **not** responsible for completing a Smart Growth Impact Statement. Proceed to **Step 3**.

Smart Growth Impact Statement

PIN:

Project Name:

Pursuant to ECL Article 6, this project is compliant with the New York State Smart Growth Public Infrastructure Policy Act. This project has been determined to meet the relevant criteria, to the extent practicable, described in ECL Sec. 6-0107. Specifically, the project:

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-
-
-
-
-

This publically supported infrastructure project complies with the state policy of maximizing the social, economic and environmental benefits from public infrastructure development. The project will not contribute to the unnecessary costs of sprawl development, including environmental degradation, disinvestment in urban and suburban communities, or loss of open space induced by sprawl.

Review & Attestation Instructions (STEP 3)

Local Sponsors: Once the Smart Growth Screening Tool is completed, the next step is to submit the project certification statement **(Section A)** to Responsible Local Official for signature. After signing the document, the completed Screening Tool and Certification statement should be sent to NYSDOT for review as noted below.

NYSDOT: For state-let projects, the Screening Tool and SGIS is forwarded to Regional Director/ RPPM/Main Office Program Director or designee for review, and upon approval, the attestation is signed **(Section B.2).** For locally administered projects, the sponsor's submission and certification statement is reviewed by NYSDOT staff, the appropriate box **(Section B.1)** is checked, and the attestation is signed (Section B.2).

A. CERTIFICATION (LOCAL PROJECT)

*I **HEREBY CERTIFY**, to the best of my knowledge, all of the above to be true and correct.*

Preparer of this document:

Edmond Manley — Signature

11-20-2020 — Date

Village Administrator — Title

Edmond Manley — Printed Name

Responsible Local Official (for local projects):

Edmond Manley — Signature

11-20-2020 — Date

Village Administrator of Dobbs Ferry — Title

Edmond Manley — Printed Name

B. ATTESTATION (NYSDOT)

1. ***I HEREBY:***

☐ *Concur with the above certification, thereby attesting that this project is in compliance with the State Smart Growth Public Infrastructure Policy Act*

☐ *Concur with the above certification, with the following conditions (information requests, confirming studies, project modifications, etc.):*

(Attach additional sheets as needed)

☐ do not concur with the above certification, thereby deeming this project ineligible to be a recipient of State funding or a subrecipient of Federal funding in accordance with the State Smart Growth Public Infrastructure Policy Act.

2. ***NOW THEREFORE,*** pursuant to ECL Article 6, this project is compliant with the New York State Smart Growth Public Infrastructure Policy Act, to the extent practicable, as described in the attached Smart Growth Impact Statement.

NYSDOT Commissioner, Regional Director, MO Program Director,
Regional Planning & Programming Manager (or official designee):

Signature	Date
Title	Printed Name

The following e-mails from 2020 are between Mr. Edmond Manley/Acting Village Administrator and Ms. Christine A. Ghiotti/Real Estate Specialist 1,NYSDOT:

Gmail

Chet Kerr <chetkerr@gmail.com>

FW: NYSDOT Surplus Property Request

1 message

Village Administrator <villageadministrator@dobbsferry.com> Mon, Jan 4, 2021 at 11:55 AM
To: Chet Kerr <chetkerr@gmail.com>

This is my last communication with the state

Ed Manley

Acting Village Administrator

Village of Dobbs Ferry

From: Village Administrator
Sent: Friday, November 20, 2020 2:12 PM
To: Ghiotti, Christine (DOT) <Christine.Ghiotti@dot.ny.gov>
Subject: RE: NYSDOT Surplus Property Request

Christine, Please let me know if this is acceptable.

Ed Manley

Village Administrator

Village of Dobbs Ferry

From: Ghiotti, Christine (DOT) [mailto:Christine.Ghiotti@dot.ny.gov]
Sent: Thursday, November 19, 2020 2:22 PM
To: Village Administrator <villageadministrator@dobbsferry.com>
Subject: NYSDOT Surplus Property Request

[EXTERNAL] This email is from outside the Village of Dobbs Ferry - Please use caution when opening links and attachments!

Good Afternoon Mr. Manley,

You request to purchase the 8.4 acre lot adjacent to the Saw Mill has been approved by the Regional Director. As you know, Westchester County originally acquired the request area and therefore permission from the County is required prior to the Department conveying the property to you. I will be reaching out to Westchester County shortly. In the meantime, please see the attached Smart Growth Screening Tool for your completion. This document is required by the Department whenever a proposed conveyance includes the creation or modification of public infrastructure. Also, can you please provide me with any SEQRA documentation that you have for the proposed park?

Thank You!

Christine A. Ghiotti

Real Estate Specialist 1, Office of Right of Way

New York State Department of Transportation, Hudson Valley

4 Burnett Boulevard, Poughkeepsie, NY 12603

(845) 437-3381 |Christine.Ghiotti@dot.ny.gov | www.dot.ny.gov

NEW YORK STATE OF OPPORTUNITY. | Department of Transportation

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SGST DOT Chauncey Park.pdf
2458K

Mr. Charles Kerr/Co-chair of the Greater Irvington Land Trust was presents. Mr. Kerr said yesterday he sent a letter to the Board about the status of the Village's application to purchase an 8.4 acre parcel of surplus State owned property on the west side of the Saw Mill River. Mr. Kerr said the purpose of this transaction is so that the Village can combine this parcel with two adjacent park parcels owned by the Village and thereby create a new 14.8 acre Village owned park between Smithfield Avenue and Danforth Avenue along the west side of the Saw Mill River.

Mr. Kerr discussed the history and significance of the project which has been in the works for over two years.

Mr. Leins thanked Mr. Kerr for his extensive explanation of all the work that has gone into this project and for bringing him up to date. Mr. Leins said we are entering the final steps and will have a formal resolution for Counsel at the next Board meeting.

A discussion was held and Mr. Kerr addressed questions from the Board.

Ms. Dickson said she would recommend before the Village takes formal title that we order a Phase I from an appropriate entity.

Mr. Kerr said it has been a group effort to do this.

Mayor Rossillo thanked everyone and said it is a great project that will give us more parkland.

Mayor Rossillo said we will put this on the April 27, 2021 agenda.

Mr. Kerr thanked the Board for looking at this project.

Consider a motion to approve a clean-up at the Saw Mill River by Groundworks

Groundwork Hudson Valley has scheduled the Saw Mill River Cleanup on Saturday, April 24, 2021 from 10:00 a.m. to 1:00 p.m.

Mr. Charles Kerr said the clean-up is from 10:00 a.m. to 1:00 p.m. at Chauncey Park and will be staffed by site managers and safety protocols will be in place. Mr. Kerr said it will be at the other site in Dobbs Ferry, at Lawrence Street from 10:00 a.m. to 1:00 p.m.

Motion by Trustee Knell, seconded by Trustee Daroczy to approve the Groundwork Hudson Valley Great Saw Mill River Clean-up on Saturday, April 24, 2021 from 10:00 a.m. to 1:00 p.m. at Chauncey Park, Lawrence Street and other locations in the Village.

MAYOR ROSSILLO	☒ AYE	☐ NAY	☐ ABSTAIN	☐ RECUSE	☐ ABSENT/EXCUSED
DEPUTY MAYOR CASSELL	☒ AYE	☐ NAY	☐ ABSTAIN	☐ RECUSE	☐ ABSENT/EXCUSED
TRUSTEE DAROCZY	☒ AYE	☐ NAY	☐ ABSTAIN	☐ RECUSE	☐ ABSENT/EXCUSED
TRUSTEE KNELL	☒ AYE	☐ NAY	☐ ABSTAIN	☐ RECUSE	☐ ABSENT/EXCUSED
TRUSTEE PATINO	☒ AYE	☐ NAY	☐ ABSTAIN	☐ RECUSE	☐ ABSENT/EXCUSED
TRUSTEE SULLIVAN	☒ AYE	☐ NAY	☐ ABSTAIN	☐ RECUSE	☐ ABSENT/EXCUSED
TRUSTEE TAYLOR	☒ AYE	☐ NAY	☐ ABSTAIN	☐ RECUSE	☐ ABSENT/EXCUSED
VOTE TOTALS	**AYE: 7**	**NAY: 0**	**ABSTAIN: 0**	**RECUSE: 0**	**ABSENT/EXCUSED: 0**
RESULT:	**MOTION PASSES**				

Minutes: 1. March 23, 2021; and 2. March 26, 2021

Ms. Dickson said there is no law that requires the formal adoption of minutes.

Motion by Trustee Sullivan, seconded by Trustee Daroczy to approve the meeting minutes of March 23, 2021 and March 26, 2021 as submitted. Trustee Knell abstains.

MAYOR ROSSILLO	☒ AYE	☐ NAY	☐ ABSTAIN	☐ RECUSE	☐ ABSENT/EXCUSED
DEPUTY MAYOR CASSELL	☒ AYE	☐ NAY	☐ ABSTAIN	☐ RECUSE	☐ ABSENT/EXCUSED
TRUSTEE DAROCZY	☒ AYE	☐ NAY	☐ ABSTAIN	☐ RECUSE	☐ ABSENT/EXCUSED
TRUSTEE KNELL	☒ AYE	☐ NAY	☐ ABSTAIN	☐ RECUSE	☐ ABSENT/EXCUSED
TRUSTEE PATINO	☒ AYE	☐ NAY	☐ ABSTAIN	☐ RECUSE	☐ ABSENT/EXCUSED
TRUSTEE SULLIVAN	☒ AYE	☐ NAY	☐ ABSTAIN	☐ RECUSE	☐ ABSENT/EXCUSED
TRUSTEE TAYLOR	☒ AYE	☐ NAY	☐ ABSTAIN	☐ RECUSE	☐ ABSENT/EXCUSED
VOTE TOTALS	**AYE: 7**	**NAY: 0**	**ABSTAIN: 0**	**RECUSE: 0**	**ABSENT/EXCUSED: 0**
RESULT:	**MOTION PASSES**				

Trustee Liaison Reports

1. Traffic Committee: 3/24/2021

Trustee Knell said the Traffic Committee sent over a set of recommendations for what they would want us to prioritize in terms of 2021 infrastructure projects. Trustee Knell said she will forward this to the Board.

Trustee Knell said they are still working on the 20mph hour stuff. Ms. Dickson said she is working on an update and hopes to have it for the Board at the next meeting.

Trustee Knell said the Traffic Committee also sent a recommendation to the Planning Board for the latest version of the project on Ashford Avenue. Trustee Knell said we can read this prior to

the joint meeting of the AHRB, Board of Trustees and Planning Board on the revised version of the project.

2. Youth Services Council: 4/8/2021

Trustee Daroczy said the new PSA was released. Trustee Daroczy discussed the numbers of viewers of the PSA on social media. Trustee Daroczy thanked Mr. Barry Sherman, Ms. Joanna Claytman, Sergeant Justin Kamke, Ms. Kelly Foster and Mr. Joe Koss.

Trustee Daroczy said the Youth Services Council is looking for a Chair.

Trustee Daroczy said she has been working with Mr. Trezza on plans for beautification in the Village.

3. Parks & Recreation Commission: 4/12/2021

Trustee Sullivan said she was not able to attend the meeting last night due to a conflict. Trustee Sullivan said the camp information is coming out soon.

4. AHRB: 4/12/2021

Trustee Knell said there is nothing of note to report.

Announcements

Ms. Fasman reported on the following:

- Grid Rewards Program. To sign up go to sustainablewestchester.org/gridrewards.
- Community Solar Program. If you have solar panels you cannot sign up for this. If you do not have solar panels and sign up for the program you will get 10% off your energy bill.

On Sunday, April 18th at 5:00 p.m. there is a program to help people sign up if they haven't done so already, and then another one with other Rivertowns on April 22nd.

Mayor Rossillo reported on the following:

- Happy Birthday to the Village Clerk.
- DPW is working on filling up potholes in the Village.

Mr. Leins will see if we can come up with a plan to do a more comprehensive paving and work with DPW and Con Ed to coordinate the street paving.

Adjournment

Motion by Trustee Daroczy, seconded by Trustee Knell to adjourn the meeting.

MAYOR ROSSILLO	☒ AYE	☐ NAY	☐ ABSTAIN	☐ RECUSE	☐ ABSENT/EXCUSED
DEPUTY MAYOR CASSELL	☒ AYE	☐ NAY	☐ ABSTAIN	☐ RECUSE	☐ ABSENT/EXCUSED
TRUSTEE DAROCZY	☒ AYE	☐ NAY	☐ ABSTAIN	☐ RECUSE	☐ ABSENT/EXCUSED
TRUSTEE KNELL	☒ AYE	☐ NAY	☐ ABSTAIN	☐ RECUSE	☐ ABSENT/EXCUSED
TRUSTEE PATINO	☒ AYE	☐ NAY	☐ ABSTAIN	☐ RECUSE	☐ ABSENT/EXCUSED
TRUSTEE SULLIVAN	☒ AYE	☐ NAY	☐ ABSTAIN	☐ RECUSE	☐ ABSENT/EXCUSED
TRUSTEE TAYLOR	☒ AYE	☐ NAY	☐ ABSTAIN	☐ RECUSE	☐ ABSENT/EXCUSED
VOTE TOTALS	**AYE: 7**	**NAY: 0**	**ABSTAIN: 0**	**RECUSE: 0**	**ABSENT/EXCUSED: 0**
RESULT:	**MOTION PASSES**				

The meeting closed 8:41 p.m.