



VILLAGE OF DOBBS FERRY BOARD OF TRUSTEES AGENDA

MEETING DATE: JUNE 8, 2021
AGENDA ITEM SECTION: MINUTES
AGENDA ITEM NO. : 1
AGENDA ITEM: MAY 25, 2021
ITEM BACKUP DOCUMENTATION: 1. DRAFT MEETING MINUTES OF MAY 25, 2021

Regular meeting of the Board of Trustees of the Village of Dobbs Ferry held on May 25, 2021, remotely via Zoom:
<https://zoom.us/j/205957953?pwd=aU5YNHJVYkxub3lWN0RzQUZ0VzROUT09>, 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, Christy Knell, Michael Patino (Arriving at 6:37 p.m.), Nicole Sullivan 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: Police Chief Manuel Guevara, Ms. Kendra Garrison/Superintendent of Recreation, Mr. Frank Magneri/Deputy Village Treasurer, Ms. Alissa Fasman/Secretary to the Village Administrator, and Ms. Fiona Matthew/Grant Administrator. Absent/excused: None.

Motion by Trustee Knell, seconded by Trustee Sullivan to open the meeting.

MAYOR ROSSILLO	<input checked="" type="checkbox"/> AYE	<input type="checkbox"/> NAY	<input type="checkbox"/> ABSTAIN	<input type="checkbox"/> RECUSE	<input type="checkbox"/> ABSENT/EXCUSED
DEPUTY MAYOR CASSELL	<input checked="" type="checkbox"/> AYE	<input type="checkbox"/> NAY	<input type="checkbox"/> ABSTAIN	<input type="checkbox"/> RECUSE	<input type="checkbox"/> ABSENT/EXCUSED
TRUSTEE DAROCZY	<input checked="" type="checkbox"/> AYE	<input type="checkbox"/> NAY	<input type="checkbox"/> ABSTAIN	<input type="checkbox"/> RECUSE	<input type="checkbox"/> ABSENT/EXCUSED
TRUSTEE KNEEL	<input checked="" type="checkbox"/> AYE	<input type="checkbox"/> NAY	<input type="checkbox"/> ABSTAIN	<input type="checkbox"/> RECUSE	<input type="checkbox"/> ABSENT/EXCUSED
TRUSTEE PATINO	<input type="checkbox"/> AYE	<input type="checkbox"/> NAY	<input type="checkbox"/> ABSTAIN	<input type="checkbox"/> RECUSE	<input checked="" type="checkbox"/> ABSENT/EXCUSED
TRUSTEE SULLIVAN	<input checked="" type="checkbox"/> AYE	<input type="checkbox"/> NAY	<input type="checkbox"/> ABSTAIN	<input type="checkbox"/> RECUSE	<input type="checkbox"/> ABSENT/EXCUSED
TRUSTEE TAYLOR	<input checked="" type="checkbox"/> AYE	<input type="checkbox"/> NAY	<input type="checkbox"/> ABSTAIN	<input type="checkbox"/> RECUSE	<input type="checkbox"/> ABSENT/EXCUSED
VOTE TOTALS	AYE: 6	NAY: 0	ABSTAIN: 0	RECUSE: 0	ABSENT/EXCUSED: 1
RESULT:	MOTION PASSES				

Trustee Patino arrived at the meeting.

Pledge of Allegiance

Mayor Rossillo led the pledge of allegiance.

Mayor Rossillo said we have on our agenda the way to view the meeting and to participate in the meeting, those directions are on our website.

Presentations: Mayor Rossillo to issue a proclamation to Molly Rodriguez/Co-Founder and Co-Director of the Dobbs Ferry Food Pantry at South Presbyterian Church

Mayor Rossillo presented the following proclamation to Ms. Rodriguez in recognition of her years of dedicated service to the Dobbs Ferry Food Pantry at South Presbyterian Church:

Whereas, the tradition and strength of a community is in direct relationship to the number of citizens who volunteer their time in service; and

Whereas, Molly Rodriguez has served as Co-Founder and Co-Director of the Dobbs Ferry Food Pantry at South Presbyterian Church since 2011 with the utmost dedication and professionalism; and

Whereas, Molly has volunteered numerous hours to respond to the growing demand for food assistance in Dobbs Ferry, Ardsley, Irvington and Greenburgh; and

Whereas, I officially commend Molly for her years of dedicated service to the Dobbs Ferry Food Pantry at South Presbyterian Church and for all the work she has done serving the hungry in Dobbs Ferry and our neighboring Villages.

Therefore be it resolved that on behalf of the Village Board of Trustees and a grateful community I acknowledge with gratitude, the contributions that Molly has made to our Village and community; and be it further

Resolved that through the authority of my office, I do hereby proclaim Wednesday, **May 26, 2021** as ***Molly Rodriguez Day*** in the Village of Dobbs Ferry, and direct that this proclamation be carried throughout the Village for people of good will to see and know.

Mayor Rossillo congratulated Ms. Rodriguez and thanked her for all that she has done.

Ms. Rodriguez said the past ten years has been a growth experience for her. Ms. Rodriguez said Spring Community Partners has worked with and supported the pantry. Ms. Rodriguez thanked Robin Larkins, Vera Halperin, Gretchen and everyone that works with them.

Ms. Rodriguez thanked the Board for thinking of her in this way.

Mayor Rossillo said we can't thank Molly enough for the work that she has done through the years.

Mayor Rossillo said the following items will be added to this evening's agenda:

- Item #13: Discussion regarding municipal operations, protocol, and the Gould Park Pool fees
- Item #14: Discussion regarding the Road to Freedom march
- Item #15: Consider a resolution to appoint the Village Engineer

Presentations: Initial presentation of conceptual project on referral from the Land Use Officer to the Board of Trustees on an application to construct 8 townhouses on a vacant lot which exceeds 1 acre in area, at 19 Livingston Avenue

Ms. Valerie Monastra/AICP-Village's Planning Consultant sent the following memorandum dated May 20, 2021 to Mayor Rossillo and the Board of Trustees:



MEMORANDUM

TO: Mayor Rossillo and Members of the Village Board of Trustees

FROM: Valerie Monastra, AICP

SUBJECT: 19 Livingston Avenue Process Memo

DATE: May 20, 2021

CC: Richard Leins Esq., Village Administrator
Lori Lee Dickson Esq., Village Attorney
Ed Manley, Building Official and Land Use Officer

Livingston Development Group LLC., (the "Applicant" and "Owner") is seeking Site Plan approval to construct eight (8) townhomes. The property is located at 19 Livingston Avenue, Section Block and Lot 3.12-104-1 ("Project Site"). The property is located in the MDR-1, Mixed Density Residential zoning district.

This Application will be before the Village Board for preliminary review. A more detailed planning review will be undertaken after the initial presentation before your Board. I am providing you initial process comments to assist in the initial coordination of this application.

Process Comments

- 1) County Board Referrals: This project will require a referral to the Westchester County Planning Board per Section 239 L, M and N of the New York State General Municipal Law and Section 277.61 of the County Administrative Code as it is greater than 5,000 square feet and within 500 feet of state or county road right-of-way.
- 2) SEQR: The Applicant has not provided a Short Environmental Assessment Form and one needs to be provided before the SEQR process can commence.
- 3) Site Plan Approval: This application requires Site Plan approval by the Village Board of Trustees per Section 300-52 of the Zoning code because it is located on a property that is over one acre.
- 4) Planning Board Recommendation: This application will require a recommendation from the Planning Board per Section 300-52 of the Zoning code.
- 5) Architectural and Historic Review Board: This application will require Architectural and Historic Review Board Approval and the Residential Design Guidelines would be applicable to this project.
- 6) Tree Commission: Based upon the aerial photographs of the site, it is anticipated a Tree Removal Permit will be required.

Plan Submittal Form is as follows:

Plan Submittal Form



Address: 19 Livingston Avenue, Dobbs Ferry, NY 10522

Application #: A2020-0561

Project: Townhouses at 19 Livingston Avenue

Name: Christina Griffin Architect p.c.

Email: cg@cgastudio.com

Phone: 914-478-0799

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:



Ms. Christina Griffin/Architect sent the following letter dated May 14, 2021 to Mayor Rossillo and the Board of Trustees:

C H R I S T I N A G R I F F I N A R C H I T E C T P C
1 0 S p r i n g S t r e e t , H a s t i n g s - o n - H u d s o n , N e w Y o r k 1 0 7 0 6

May 14, 2021

Village of Dobbs Ferry
Mayor and Board of Trustees
Village Hall
112 Main Street
Dobbs Ferry, NY10522



Re: Proposed Townhouses at 19 Livingston Avenue
Submission to the Board of Trustees

Dear Mayor and Members of the Board of Trustees:

As the architect for the proposed Townhouses at 19 Livingston Avenue, I am pleased to submit the attached preliminary architectural and civil engineering drawings, dated 5-14-21, for your review. Please note that the townhouses will have individual lots, which will be shown on a subdivision map that will be submitted at a later date.

I look forward to introducing you to the project and presenting the preliminary drawings at the May 25th meeting of the Board of Trustees.

Thank you for your time and effort to review and consider our proposal.

Sincerely,

Christina Griffin AIA LEED AP CPHC
Principal
Christina Griffin Architect P.C.

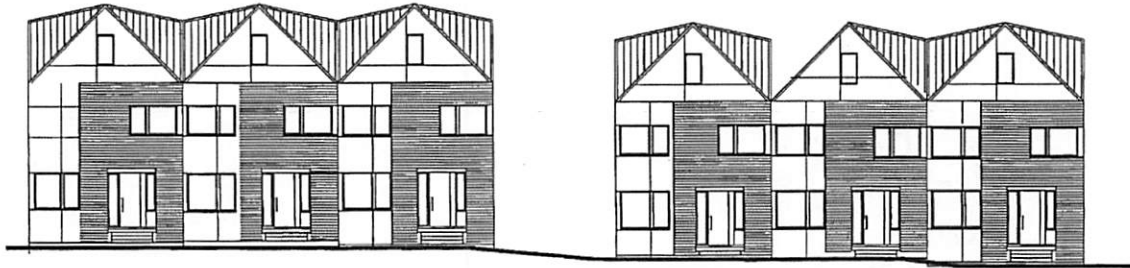
cc: Livingston Development Group LLC
Paul J. Petretti P.E.
Linda B. Whitehead

t e l . 9 1 4 . 4 7 8 . 0 7 9 9 f a x . 9 1 4 . 4 7 8 . 0 8 0 6 w w w . c h r i s t i n a g r i f f i n a r c h i t e c t . c o m

19 Livingston BOT submission 5-14-2021 and Civil Engineering drawings are as follows:

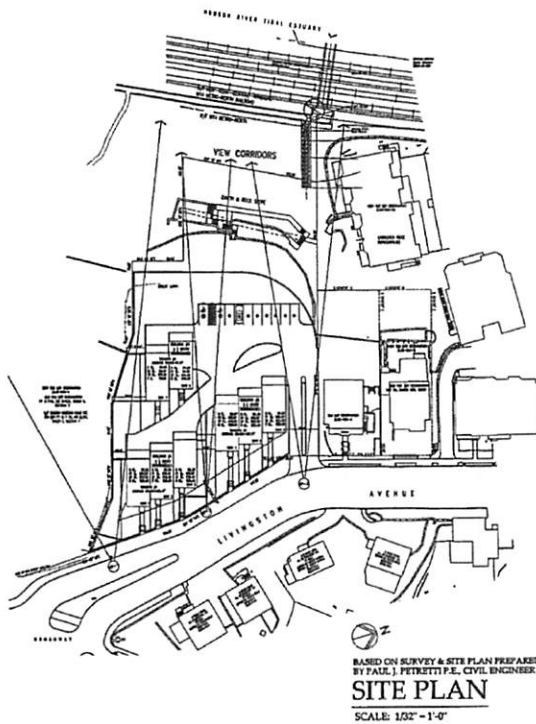
TOWNHOUSES AT 19 LIVINGSTON AVENUE

19 LIVINGSTON AVENUE, DOBBS FERRY, NY 10522
CHRISTINA GRIFFIN ARCHITECT PC
 12 Spring Street, Hastings-on-Hudson, NY 10706

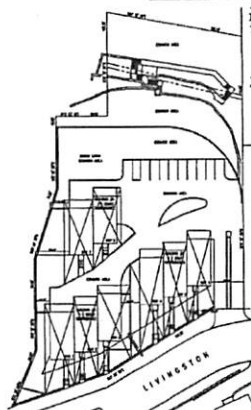


BOT SUBMISSION 5-14-2021

OWNER	ARCHITECT	ENGINEER	DATES	LIST OF DRAWINGS
LIVINGSTON DEVELOPMENT GROUP, LLC 19 LIVINGSTON AVENUE DOBBS FERRY NY 10522	CGA STUDIO ARCHITECTS CHRISTINA GRIFFIN AIA LEED AP CPHC 12 SPRING STREET HASTINGS-ON-HUDSON, NY 10706 914.478.0799 CGA@CGASTUDIO.COM	PAUL J. PETRETTI CIVIL ENGINEER & LAND SURVEYOR 39 GOULD AVENUE DOBBS FERRY, NY 10522 914.872.1518 PJPCELE@AOL.COM	BOT SUBMISSION 12-23-2020 ZBA SUBMISSION 03-24-2021 BOT SUBMISSION 05-14-2021	A-0 TITLE SHEET, EAST ELEVATION, DATES, LIST OF DRAWINGS S-1 ZONING COMPLIANCE, SITE PLAN A-1 3-UNIT ATTACHED TOWNHOUSE BASEMENT, FIRST FLOOR, SECOND FLOOR & ROOF PLANS A-2 2-UNIT ATTACHED TOWNHOUSE BASEMENT, FIRST FLOOR, SECOND FLOOR & ROOF PLANS A-3 EXTERIOR ELEVATIONS A-4 EXTERIOR ELEVATIONS A-5 PHOTOS OF VIEW CORRIDORS, LOCATION MAP A-6 PHOTOS OF NEIGHBORING PROPERTIES



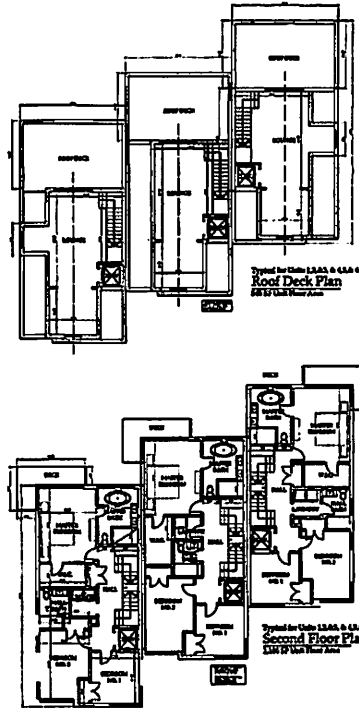
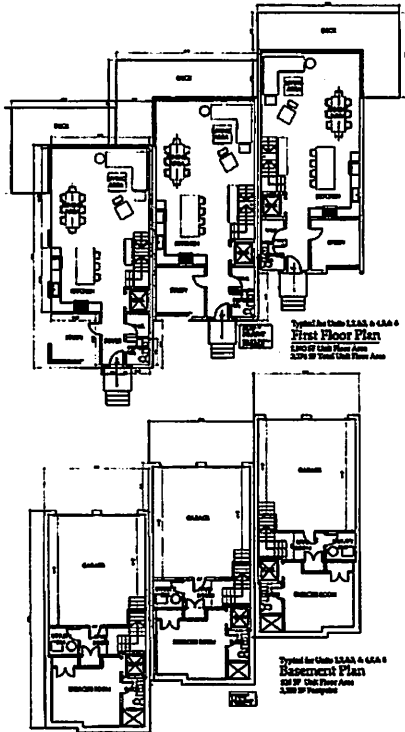
SITE DATA for ZONING CODE COMPLIANCE			
EXISTING ZONING DISTRICT	EXISTING ZONING CODE	PROPOSED ZONING CODE	PROPOSED ZONING CODE
2-3 Family Single-Family	2-3 Family Single-Family	2-3 Family Single-Family	2-3 Family Single-Family
LOT SIZE	MIN. 5,000 SF	54,343 SF	54,343 SF
LOT AREA PER UNIT	MIN. 2,500 SF	17,781 SF	17,781 SF
LOT COVERAGE	MAX. 50%	46.57%	46.57%
SETBACKS	MIN. 10 FT	10 FT	10 FT
MAX. ROOF HEIGHT	35 FT	35 FT	35 FT
MAX. EAVE HEIGHT	25 FT	25 FT	25 FT



TOWNHOUSES AT 19 LIVINGSTON AVENUE
 DOBBS FERRY, NY 10522

CHRISTINA GRIFFIN ARCHITECT PC
 12 SPRING STREET
 HASTINGS-ON-HUDSON, NY 10706
 914.478.0799
 CGA@CGASTUDIO.COM

S-1



3-UNIT ATTACHED TOWNHOUSE FLOOR PLANS
 SCALE: 1/8" = 1'-0"

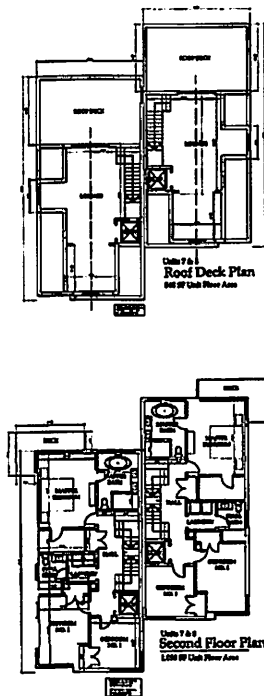
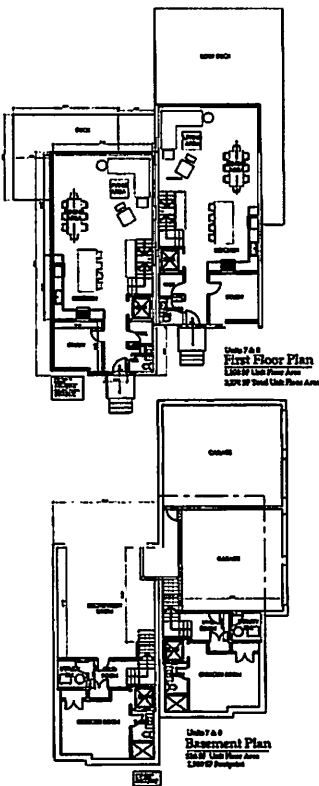


TOWNHOUSES AT 19 LIVINGSTON AVENUE
DOBBS FERRY, NY 10522

ARCHITECT: **ARCHITECTURAL DESIGN ASSOCIATES, P.C.**
 12 South Street
 Dobbs Ferry, NY 10522
 Phone: (914) 261-1111
 Fax: (914) 261-1112

DATE: **10/1/01**

A-1



2-UNIT ATTACHED TOWNHOUSE FLOOR PLANS
 SCALE: 1/8" = 1'-0"

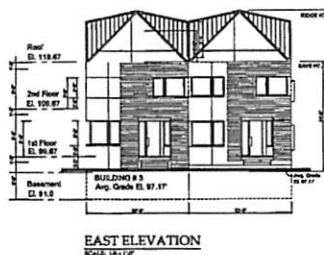
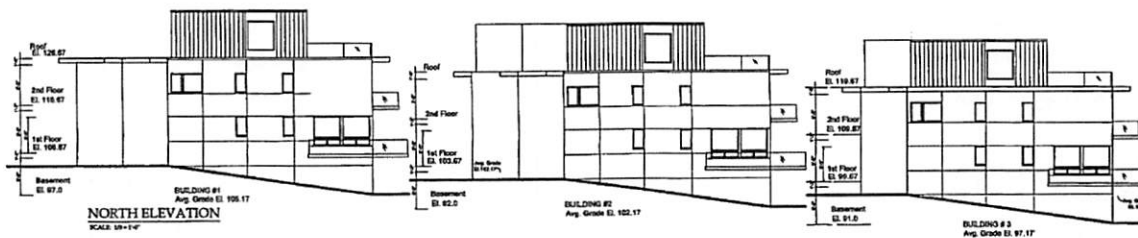
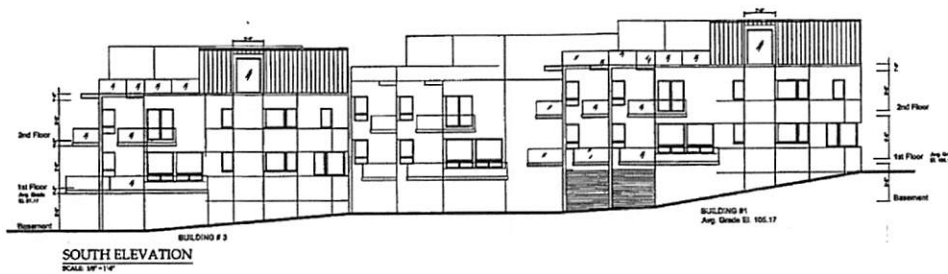
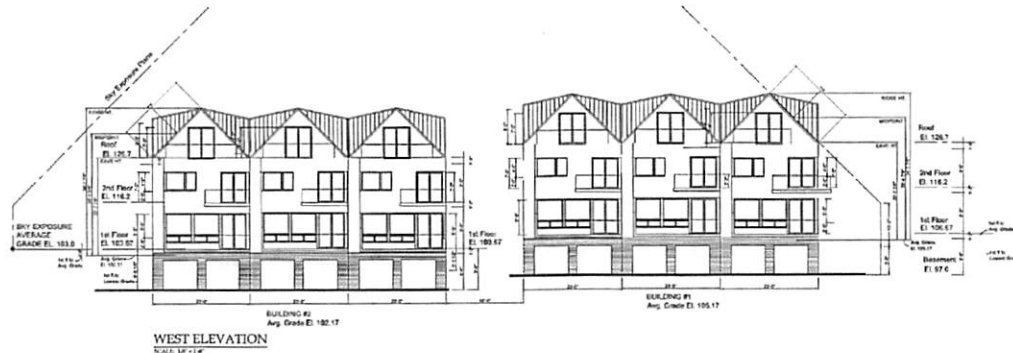
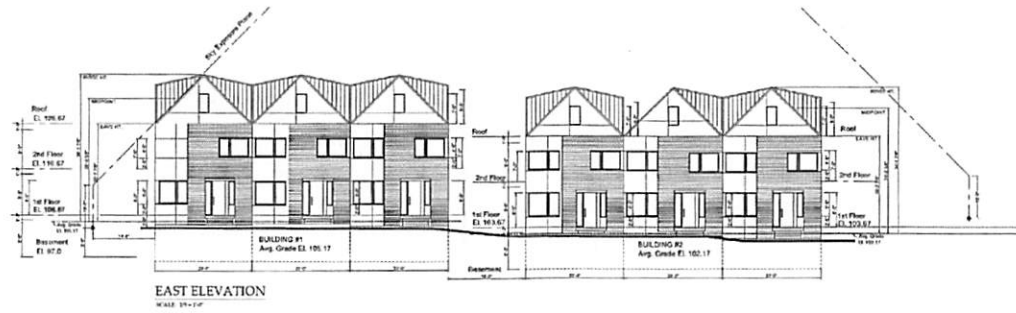


TOWNHOUSES AT 19 LIVINGSTON AVENUE
DOBBS FERRY, NY 10522

ARCHITECT: **ARCHITECTURAL DESIGN ASSOCIATES, P.C.**
 12 South Street
 Dobbs Ferry, NY 10522
 Phone: (914) 261-1111
 Fax: (914) 261-1112

DATE: **10/1/01**

A-2



TOWNHOUSES AT 19 LIVINGSTON AVENUE
DOBBS FERRY, NY 10522

CHRISTINA BRITTE ARCHITECT PC
12 Spring Street
DOBBS FERRY, NY 10522
www.christinabritte.com

A-3

TOWNHOUSES AT 19 LIVINGSTON AVENUE
DOBBS FERRY, NY 10522

CHRISTINA BRITTE ARCHITECT PC
12 Spring Street
DOBBS FERRY, NY 10522
www.christinabritte.com

A-4



VP-1



VP-2



VP-3



VP-4 VIEW from TRAFFIC ISLAND



LOCATION MAP
SCALE: NTS

PHOTOGRAPHS of the SITE
SCALE: NTS



TOWNHOUSES AT 19 LIVINGSTON AVENUE
DOBBS FERRY, NY 10522

CONFIDENTIAL DRAFTING ARCHITECTURE
12 Street Street
Hoboken, NJ 07030
TEL: 201.333.1111 FAX: 201.333.1112
www.confidentialdrafting.com

A-5



BROADWAY



HIGHVIEW CIRCLE



WEST SIDE of LIVINGSTON



EAST SIDE of LIVINGSTON

PHOTOGRAPHS of NEIGHBORING PROPERTIES
SCALE: NTS



TOWNHOUSES AT 19 LIVINGSTON AVENUE
DOBBS FERRY, NY 10522

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Hoboken, NJ 07030
TEL: 201.333.1111 FAX: 201.333.1112
www.confidentialdrafting.com

A-6

Ms. Christina Griffin/Architect, Ms. Suzanne Levine/Project Architect, and Ms. Linda Whitehead/Attorney were present to represent the application.

Ms. Whitehead gave an introduction and overview of the proposed application. Ms. Whitehead said they are back with a revised smaller plan for eight townhouses. Ms. Whitehead said the application is Code compliant. Ms. Whitehead said tonight they want to introduce the project to the Board and see if you have any initial comments.

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

Vincent Ross

TOWNHOUSES AT 19 LIVINGSTON AVENUE

19 LIVINGSTON AVENUE, DOBBS FERRY, NY 10522
 CHRISTINA GRIFFIN ARCHITECT PC
 12 Spring Street, Hastings-on-Hudson, NY 10706

BOT SUBMISSION 5-14-2021

OWNER	ARCHITECT	ENGINEER	DATES	LIST OF DRAWINGS
LIVINGSTON DEVELOPMENT GROUP, LLC 19 LIVINGSTON AVENUE DOBBS FERRY NY 10522	CSA STUDIO ARCHITECTS CHRISTINA GRIFFIN AIA LEED AP CPHC 12 SPRING STREET HASTINGS-ON-HUDSON, NY 10706 914.479.8766 CSA@CSASTUDIO.COM	PAUL J. PETRETTI CIVIL ENGINEER & LAND SURVEYOR 30 BOULD AVENUE DOBBS FERRY, NY 10522 914.872.1518 PJP@ELSGAOL.COM	BOT SUBMISSION 12-22-2020 2BA SUBMISSION 03-24-2021 BOT SUBMISSION 05-14-2021	A-0 TITLE SHEET, EAST ELEVATION, DATES, LIST OF DRAWINGS S-1 ZONING COMPLIANCE, SITE PLAN A-1 SHUNT ATTACHED TOWNHOUSE BASEMENT, FIRST FLOOR, SECOND FLOOR & ROOF PLANS A-2 SHUNT ATTACHED TOWNHOUSE BASEMENT, FIRST FLOOR, SECOND FLOOR & ROOF PLANS A-3 EXTERIOR ELEVATIONS A-4 EXTERIOR ELEVATIONS A-5 PHOTOS OF VIEW CORRIDORS, LOCATION MAP A-6 PHOTOS OF NEIGHBORING PROPERTIES



LOCATION MAP

SCALE: NTS

ZOC



VP-1



VP-2



VP-3

TOWNHOUSES AT 19 LIVINGSTON AVENUE
DOBBS FERRY, NY 10522



VP-4 VIEW from TRAFFIC ISLAND

PHOTOGRAPHS of the SITE
SCALE: NTS



LOCATION MAP
SCALE: NTS

PROJECT: TOWNHOUSES AT 19 LIVINGSTON AVENUE
 DATE: 10/10/2012
 DRAWN BY: [Signature]
 CHECKED BY: [Signature]
 SCALE: NTS
 SHEET: A-5



VP-1



VP-2



VP-3



VP-4

VIEW from TRAFFIC ISLAND



BROADWAY



HIGHVIEW CIRCLE



WEST SIDE of LIVINGSTON



EAST SIDE of LIVINGSTON

PHOTOGRAPHS of NEIGHBORING PROPERTIES

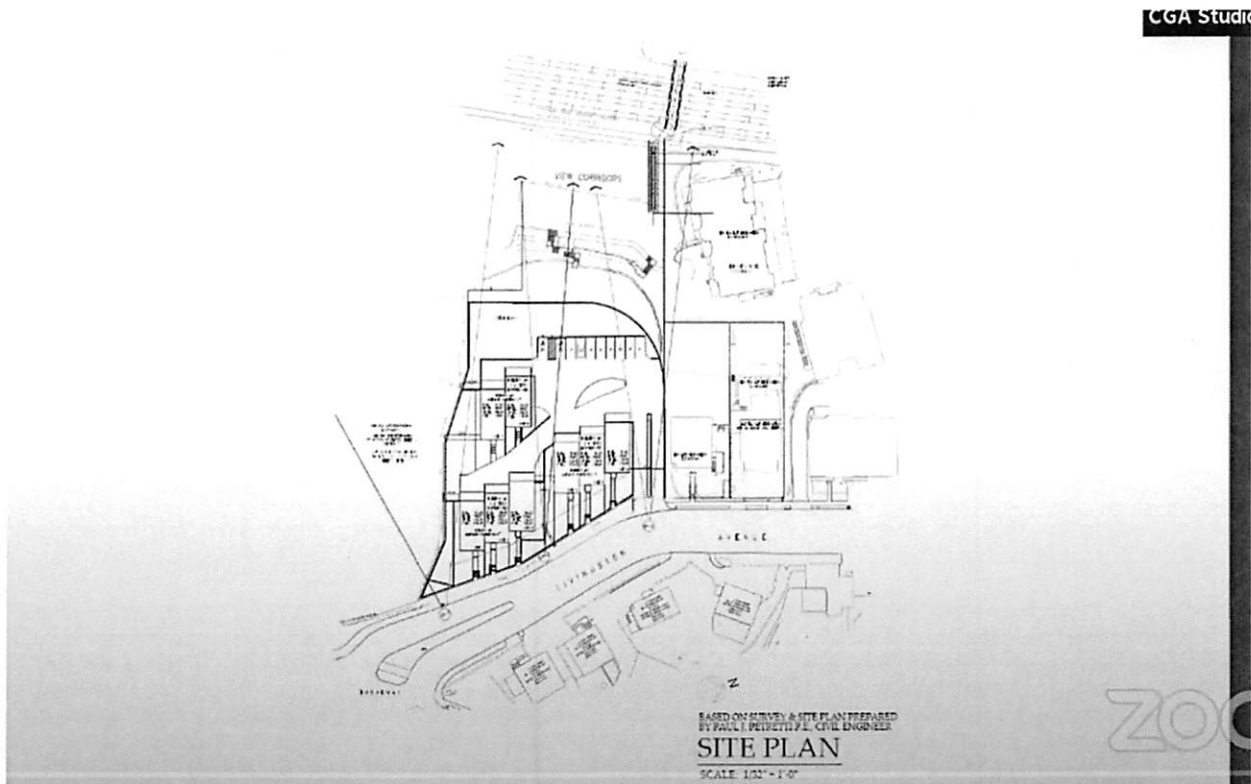
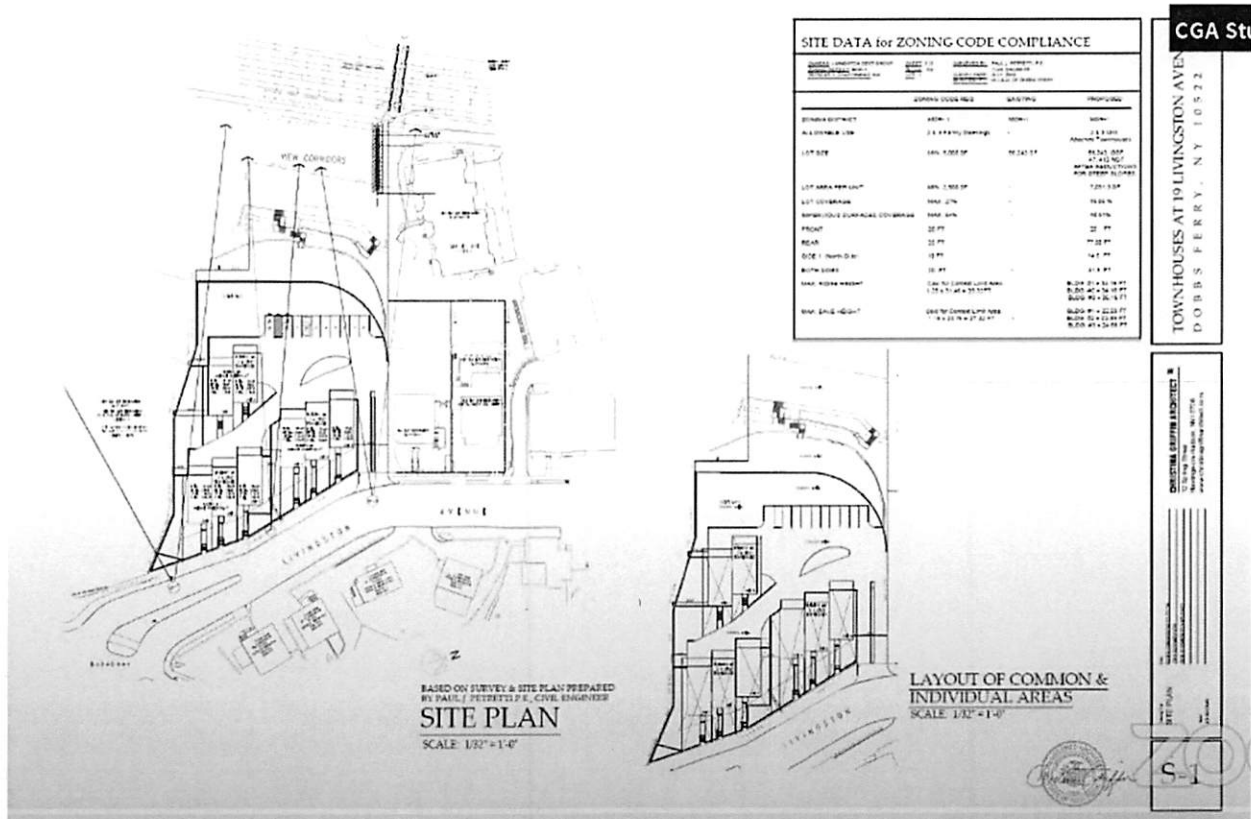
SCALE 1/8" = 1'-0"

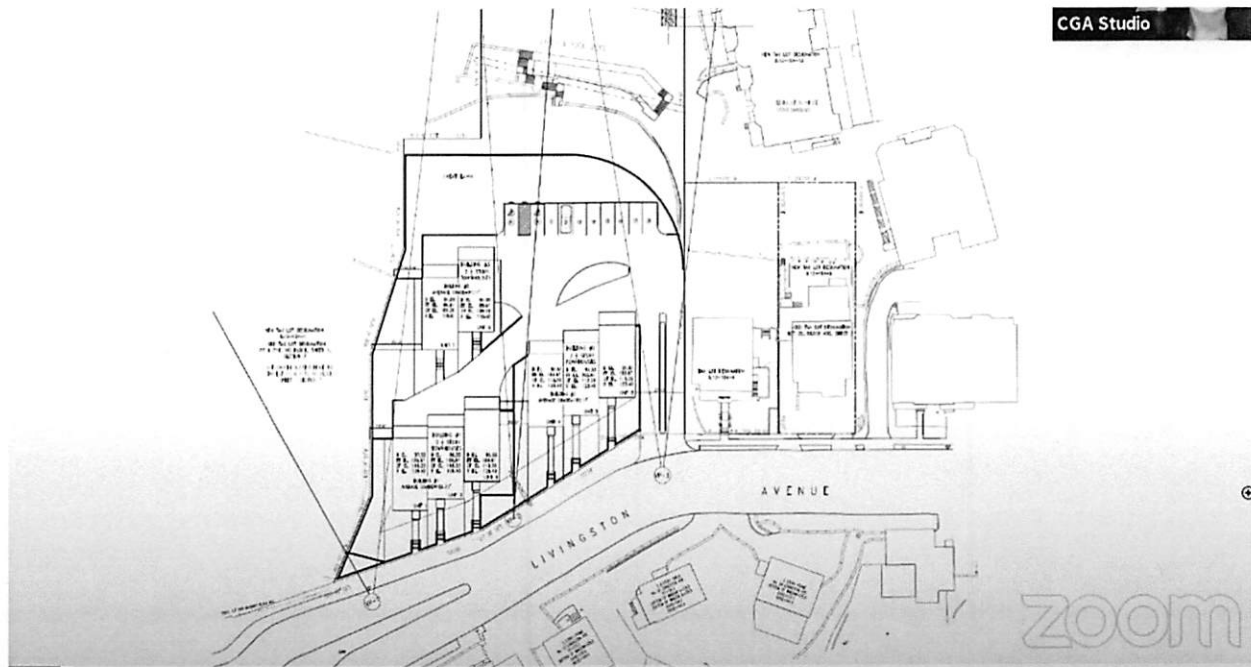
CGA Stu

TOWN HOUSES AT 19 LIVINGSTON AVENUE
DOBB'S FERRY, NY 10522

EXISTING SITE PLAN
NOT TO SCALE
DATE: 10/1/10

A-6





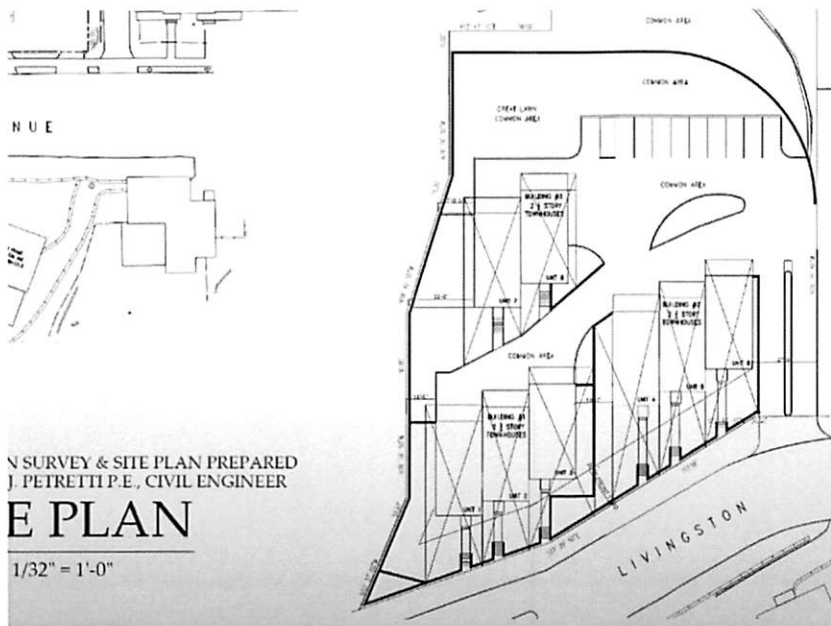
SITE DATA for ZONING CODE COMPLIANCE

OWNERS: LIVINGSTON DEVT GROUP
ZONING DISTRICT: MDR-1
PRESENTLY CONFORMING: N/A

SHEET: 3.12
BLOCK: 104
LOT: 1

SURVEYED BY: PAUL J. PETRETTI, P.E.
CIVIL ENGINEER
JULY, 2020
MUNICIPALITY: VILLAGE OF DOBBS FERRY

	ZONING CODE REQ.	EXISTING	PROPOSED
ZONING DISTRICT	MDR-1	MDR-1	MDR-1
ALLOWABLE USE	2 & 3 Family Dwellings	-	2 & 3 Unit Attached Townhouses
LOT SIZE	MIN. 5,000 SF	56,243 SF	56,243 GSF 47,413 NSF AFTER REDUCTIONS FOR STEEP SLOPES
LOT AREA PER UNIT	MIN. 2,500 SF	-	7,031.3 SF
LOT COVERAGE	MAX. 27%	-	15.05 %
IMPERVIOUS SURFACES COVERAGE	MAX. 54%	-	40.51%
FRONT	20 FT	-	20 FT
REAR	25 FT	-	77.50 FT
SIDE 1 (North Side)	10 FT	-	14.5 FT
BOTH SIDES	20 FT	-	41.5 FT
MAX. RIDGE HEIGHT	Calc for Context Limit Area: 1.25 x 31.46 = 39.33FT	-	BLDG. #1 = 34.16 FT BLDG. #2 = 34.16 FT BLDG. #3 = 36.16 FT
MAX. EAVE HEIGHT	Calc for Context Limit Area: 1.15 x 23.76 = 27.32 FT	-	BLDG. #1 = 22.59 FT BLDG. #2 = 22.59 FT BLDG. #3 = 24.66 FT



CGA Studio

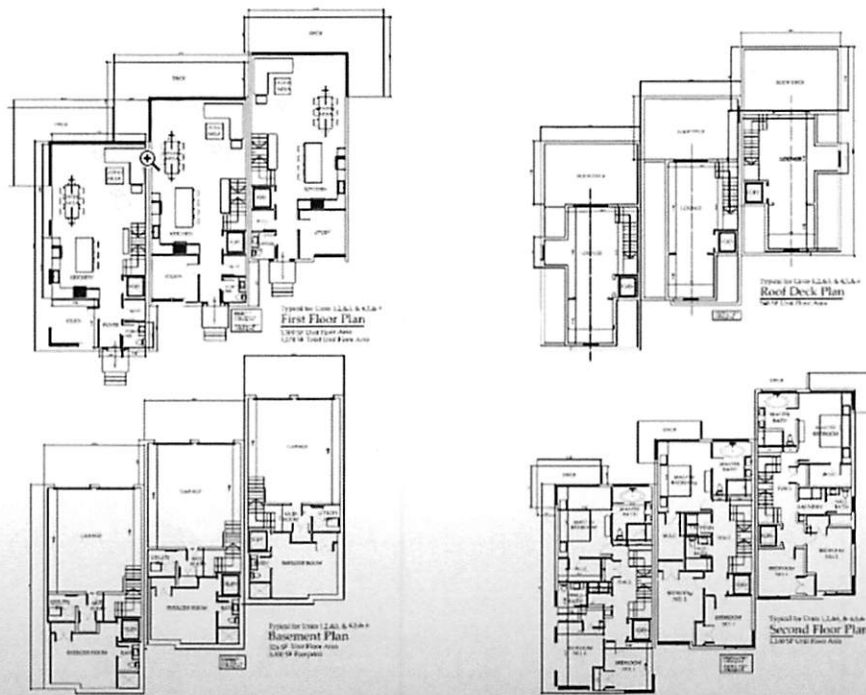
N SURVEY & SITE PLAN PREPARED
J. PETRETTI P.E., CIVIL ENGINEER

E PLAN

1/32" = 1'-0"

LAYOUT OF COMMON & INDIVIDUAL AREAS

SCALE: 1/32" = 1'-0"



3-UNIT ATTACHED TOWNHOUSE FLOOR PLANS

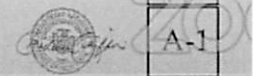
SCALE: 1/8" = 1'-0"

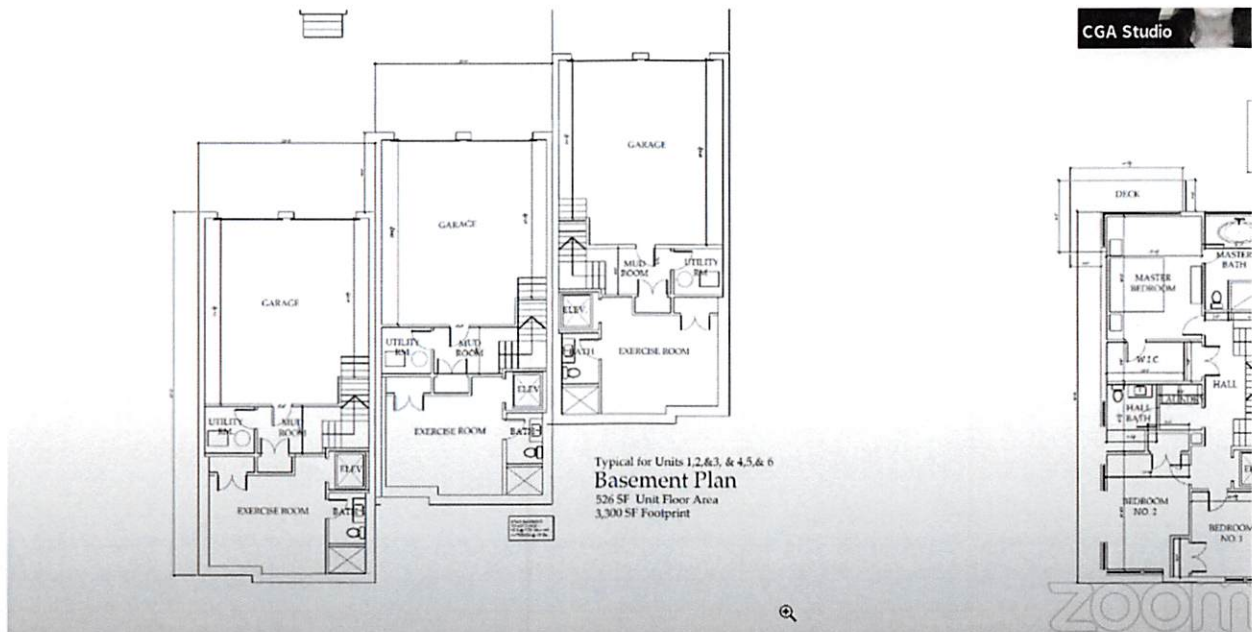
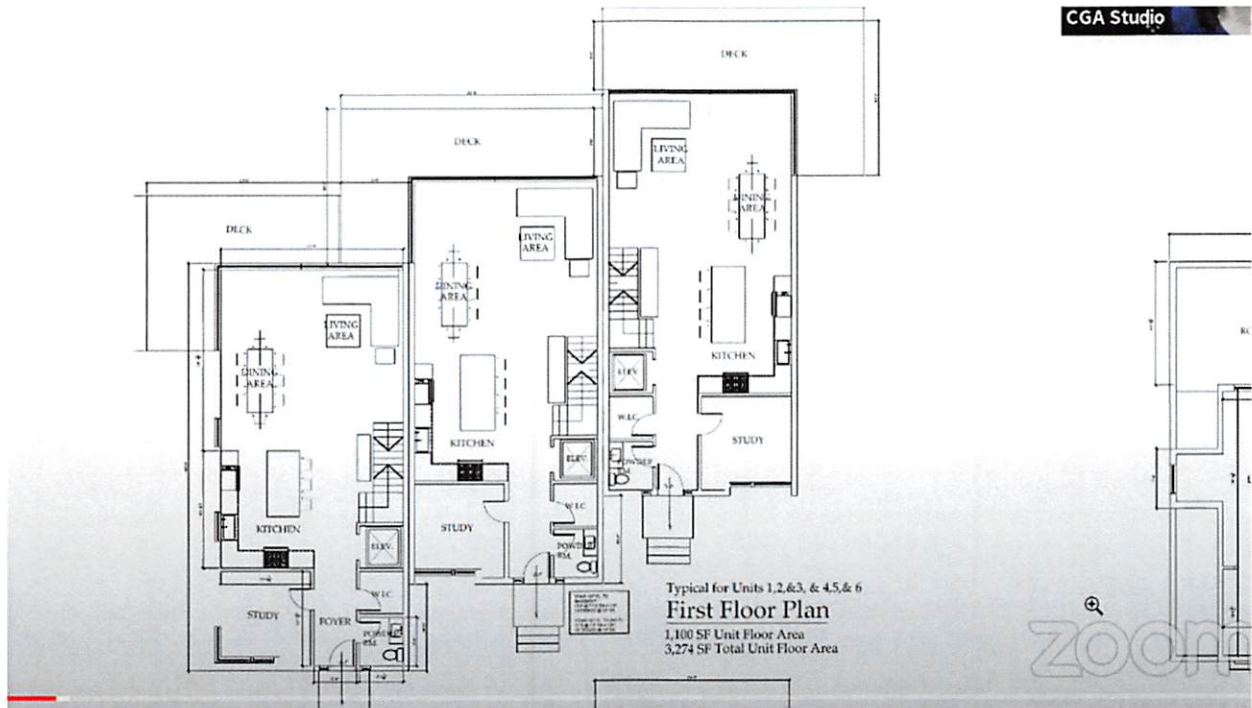
CGA Studio

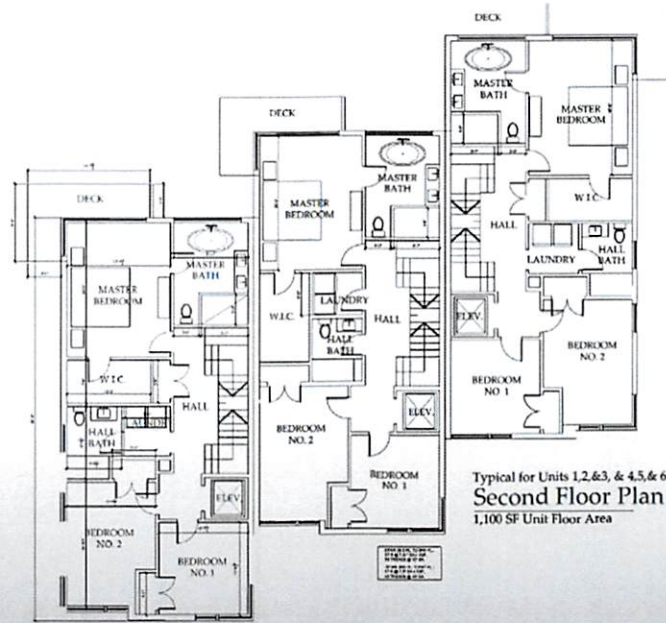
TOWNHOUSES AT 19 LIVINGSTON AVENUE
DOBBS FERRY, NY 10522

ORIGINAL SUBMITTED TO:
DOBBS FERRY TOWN BOARD
100 LIVINGSTON AVENUE
DOBBS FERRY, NY 10522

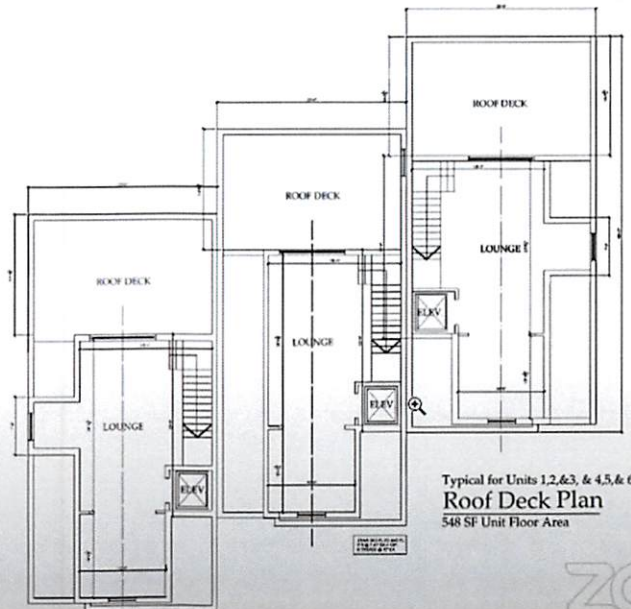
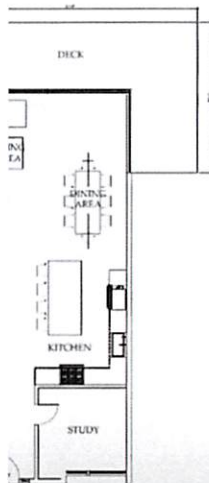
DATE: 10/1/2010
BY: J. PETRETTI
FOR: CGA STUDIO



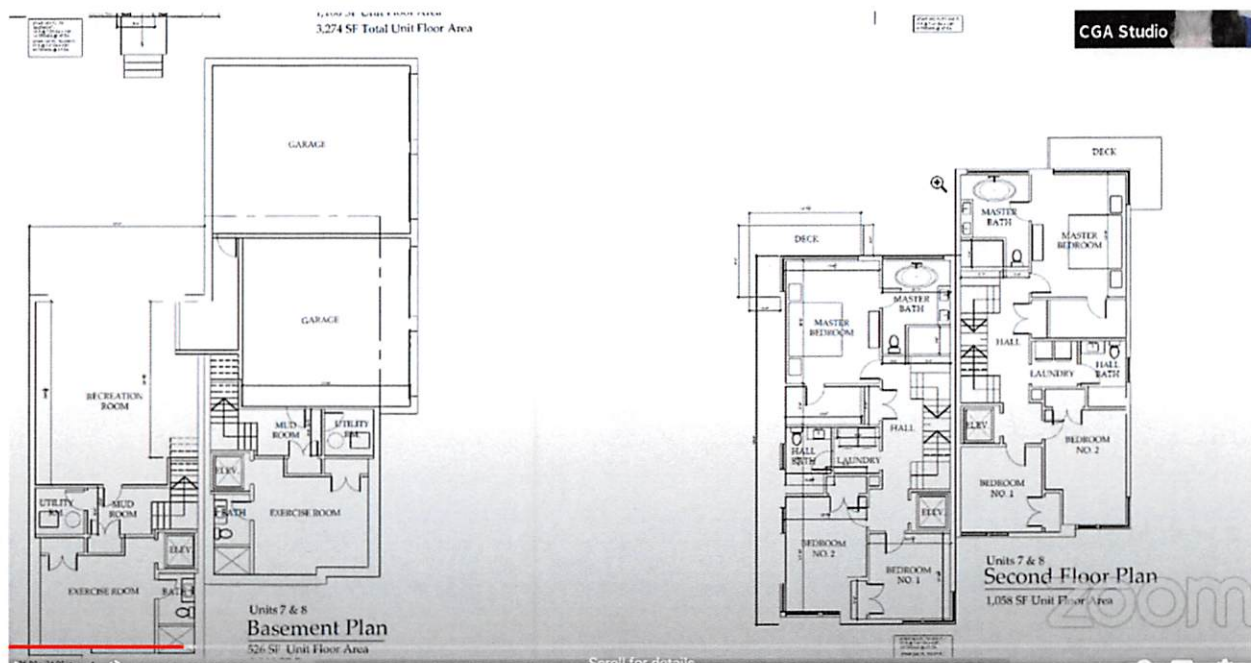
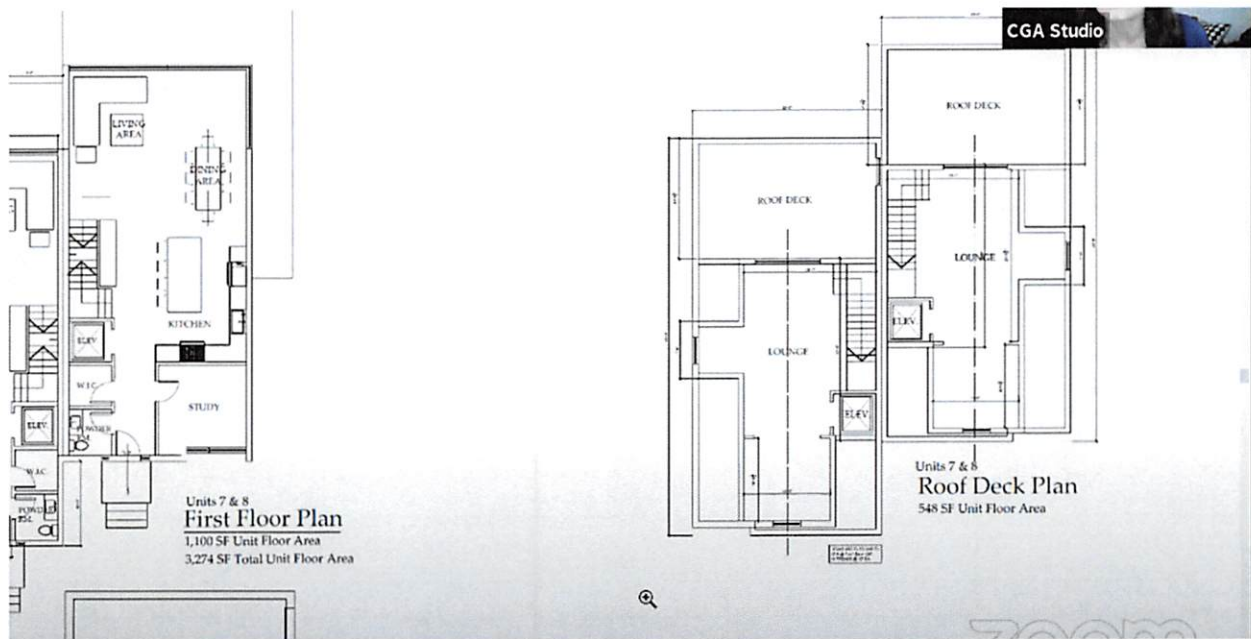


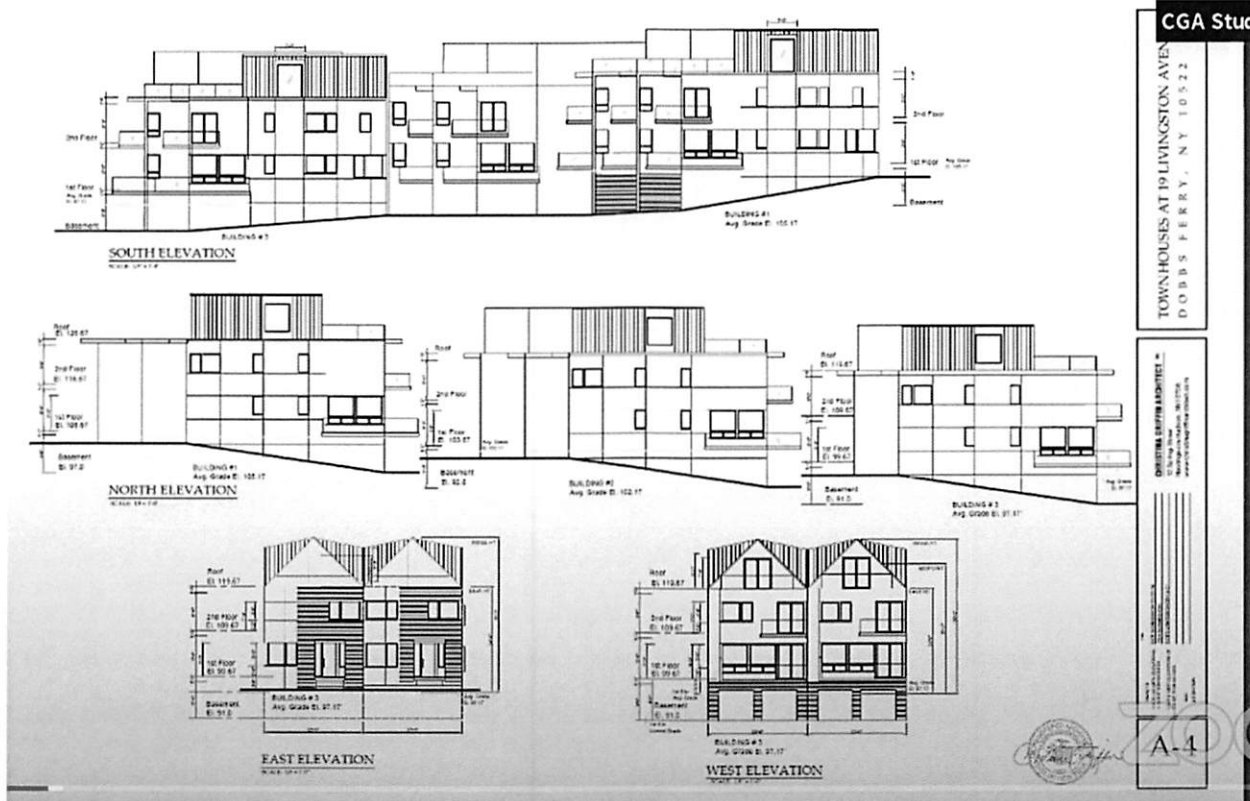


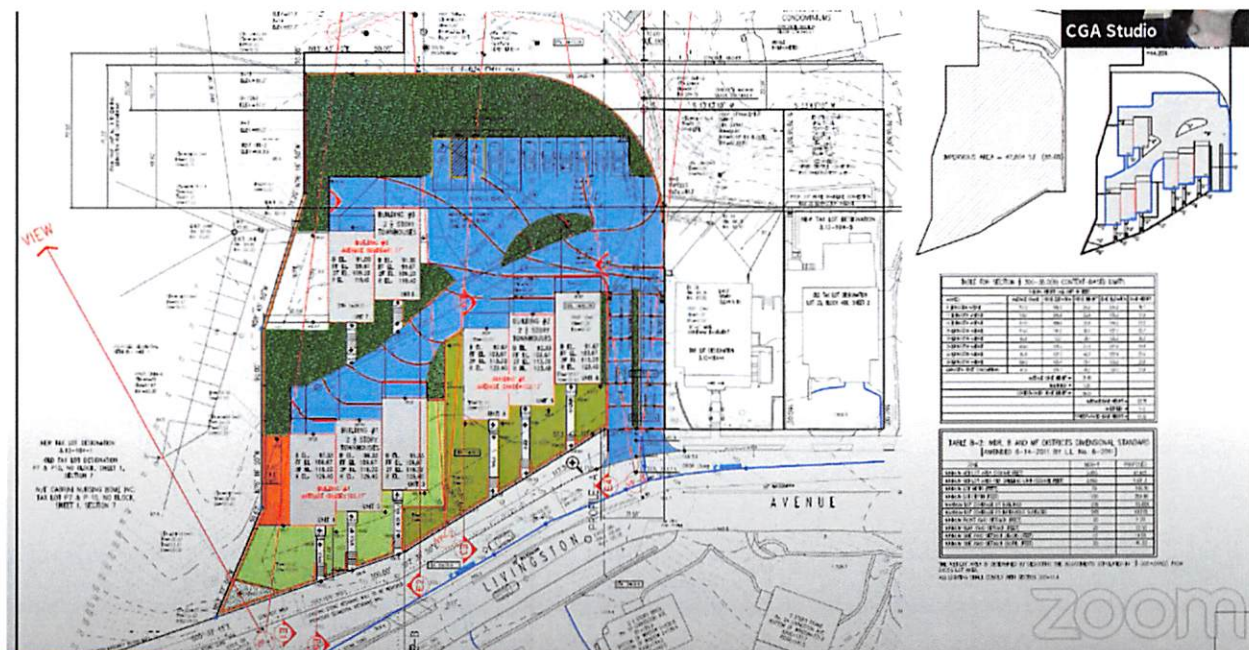
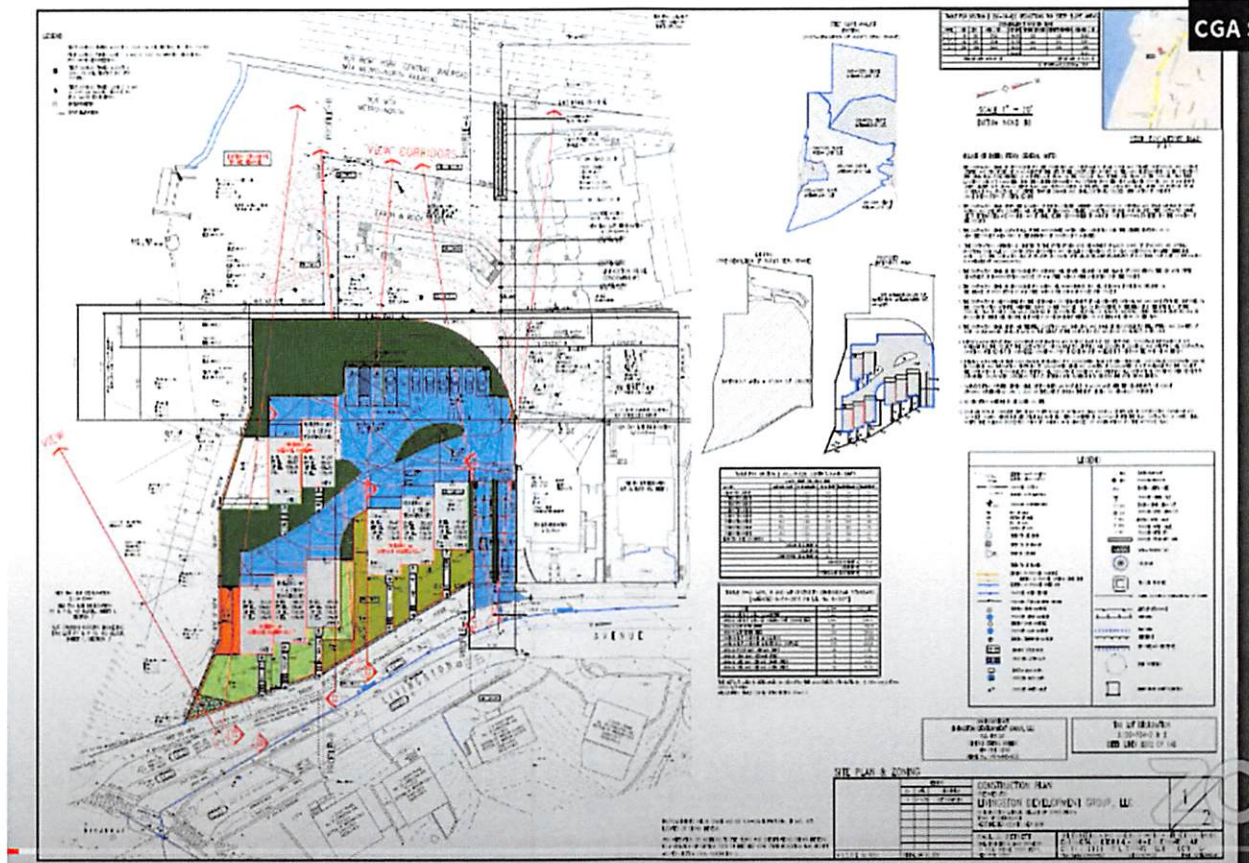
zoom

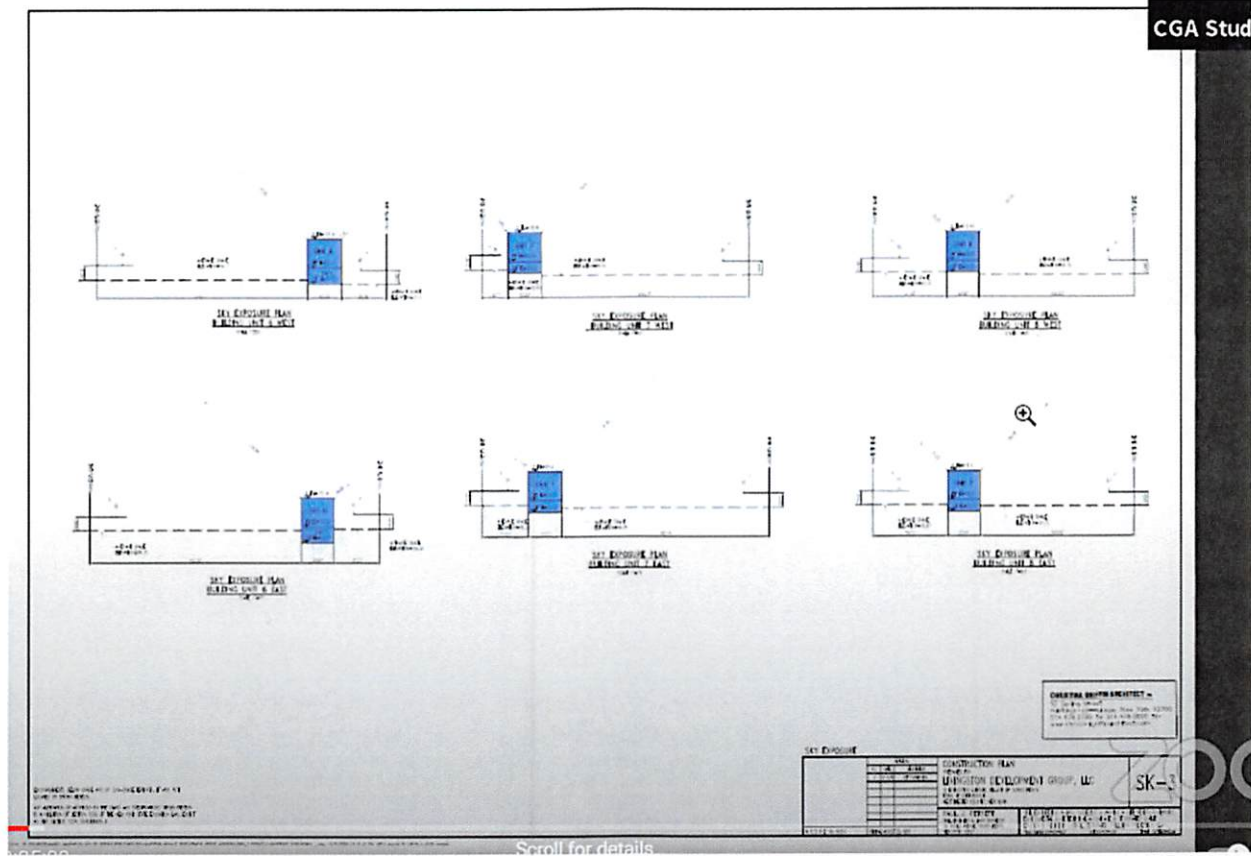


zoom









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

Trustee Patino suggested having a joint meeting with the Planning Board and AHRB and thought we would all benefit from that.

Mayor Rossillo said based on the history of what has happened in the past he thinks that is a good idea. Mayor Rossillo said he would like a history of what has happened in the past. Mayor Rossillo asked Ms. Dickson is everything is clear and ready to move forward as far as any legal liabilities.

Ms. Dickson said there is an appeal from the neighboring property owners and she believes there are some outstanding issues. Ms. Dickson said they shouldn't stop a new project this is same location. Ms. Dickson said the complaints were as to certain procedural requirements that may have been missed or may have been met and forgotten, but in this case, this is a new project, so we start fresh.

Trustee Sullivan said she thinks the history is important to understand how different this project is, but she thinks we have to look at this with a new set of eyes and not take that history into account in deciding this project. Trustee Sullivan said if Ms. Dickson is comfortable that none of the pending issues on appeal are going to impact our decision on this project then that is fine.

Ms. Dickson said they don't.

Ms. Dickson asked if there would be any recreational amenities on site such as a tennis court or basketball court.

Ms. Whitehead said they are not considering recreational amenities. Ms. Griffin said they are not considering recreational amenities at this time.

Ms. Whitehead said she would talk to Ms. Dickson about affordable housing and if any is required for this application.

Ms. Dickson said they will complete a zoning analysis. Ms. Dickson said they are going to make a formal submission for your next meeting or the meeting after that. Ms. Dickson said we can't make a referral because there has been no SEQR documents submitted and the new Planner wants an opportunity to provide a substantive comment memo. Ms. Dickson said this is a conceptual introduction to see if the Board had any comments of a substantive nature. Ms. Dickson said if there are no comments the consultants can prepare a submission for the Board's consideration for a referral to the Planning Board.

Trustee Patino said for a long time he suggested that a fair degree more could be built on the site if the orientation was 90 degrees from what it currently is, he doesn't know if that has been explored but it is an opportunity to put more on the site and still maintain the view corridors. Trustee Patino said he is not dissatisfied with the current plan.

Ms. Dickson said there are going to be offered for fee simple sale, so there is always opportunity for the developer to put in an affordable housing unit.

Ms. Whitehead said they look forward to working with the new Planner and with the Village on this.

Mayor Rossillo thanked the applicants.

Ms. Dickson said after the referral is made usually, their first meeting is a public hearing at the Planning Board, and usually a joint meeting occurs when the Planning Board gets it formally referred and they schedule the hearings for their first meetings, and we usually join them.

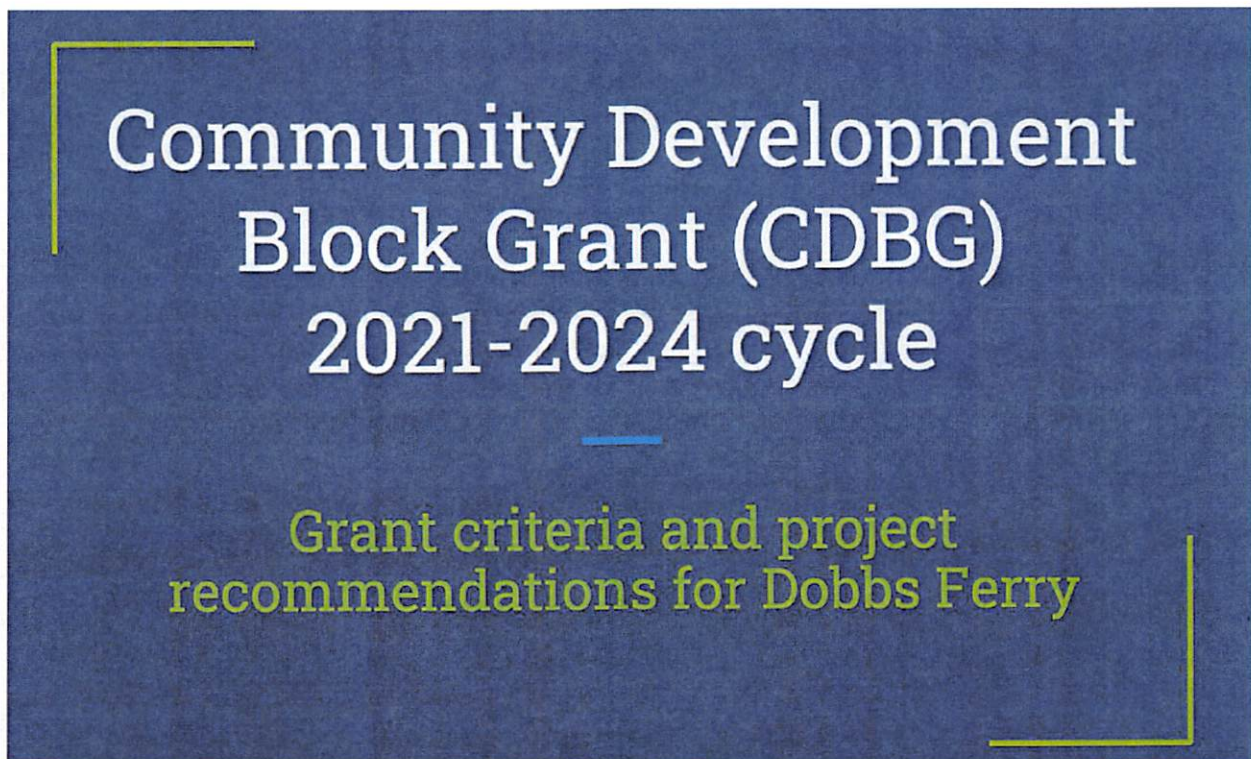
Public Hearing: Public hearing to discuss opportunities for funding of eligible projects under the 2021 Community Development Block Grant Program and to solicit public input as to the needs of the community and potential projects to be considered further by the Board

Motion by Trustee Sullivan, seconded by Trustee Patino to open the public hearing to discuss opportunities for funding of eligible projects under the 2021 Community Development Block Grant Program and to solicit public input as to the needs of the community and potential projects to be considered further by the Board.

MAYOR ROSSILLO	<input checked="" type="checkbox"/> AYE	<input type="checkbox"/> NAY	<input type="checkbox"/> ABSTAIN	<input type="checkbox"/> RECUSE	<input type="checkbox"/> ABSENT/EXCUSED
DEPUTY MAYOR CASSELL	<input checked="" type="checkbox"/> AYE	<input type="checkbox"/> NAY	<input type="checkbox"/> ABSTAIN	<input type="checkbox"/> RECUSE	<input type="checkbox"/> ABSENT/EXCUSED
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VOTE TOTALS	AYE: 7	NAY: 0	ABSTAIN: 0	RECUSE: 0	ABSENT/EXCUSED: 0
RESULT:	MOTION PASSES				

Mayor Rossillo said there have been instructions attached to the agenda that give advice on how you can participate in the public hearing, and you can raise your hand and we have laid that all out for you.

Mr. Leins discussed the opportunities for funding of eligible projects under the 2021 Community Development Block Grant, (CDBG), Program and displayed the following slides:



CDBG Grant: Criteria and Priorities

Projects must accomplish one of the following National Objectives:

- Benefit low/moderate income (LMI) persons
- Eliminate or prevent slums and blight
- Meet an urgent need of recent origin

Funded community development activities in Westchester include projects designed to revitalize neighborhoods, improve housing, promote economic development, promote fair housing, and support community facilities and services.

CDBG Grant: Criteria and Priorities

Every project must benefit individuals or households, 51% of whom qualify as Low or Moderate Income as defined by the Department of Housing and Urban Development (HUD).

Low/Moderate Income households are those making between 50% and 80% of Area Median Income (AMI) as defined by HUD which in Westchester is \$125,800 for a family of four.

In Dobbs Ferry, we have two census block groups that meet HUD qualifications, meaning more than 51% of households earn less than 80% of AMI.

CDBG Grant: Criteria and Priorities



In Dobbs Ferry, the two census block groups that meet HUD criteria are located around our two parks



CDBG Grant: Criteria and Priorities

Objectives and outcomes prioritized in the application process:

Suitable Living Environment – Activities that benefit communities, families, or individuals by addressing issues in their living environment;

• **Decent Housing** – Housing activities that meet family or community needs.

• **Creating Economic Opportunity** – Activities related to economic revitalization, commercial rehabilitation and job creation.

Availability/Accessibility – Activities that make services, infrastructure, housing, and shelter available and accessible. Note that accessibility does NOT refer only to physical barriers.

• **Affordability** – Activities that provide affordability in a variety of ways. It can include the creation or maintenance of affordable housing, basic infrastructure hookups, or services such as transportation or daycare.

• **Sustainability** – Activities that promote livable or viable communities and neighborhoods by providing services or by removing slums or blighted areas.

CDBG Grant: Key Facts

- Federal funds administered by Westchester County Planning Department
- Application due June 25, 2021
- 2021 application covers projects for the next three years, May 2022- May 2024
- Projects require 50% match from the municipality
- Each municipality can apply for up to 4 applications of \$250,000 each
- Non-profits within a municipality can apply for up to four applications separately
- Dobbs Ferry eligible to apply through membership in the Westchester Urban County Consortium
- Gould Park Playground is funded through a CDBG grant.

Ms. Kendra Garrison discussed the project recommendations and displayed the following slides:

Project recommendations:

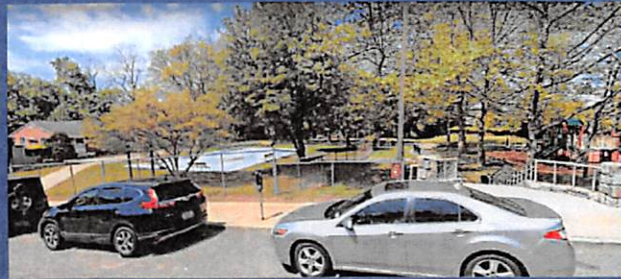
1) Memorial Park Spray Pad

Replacement of the long defunct wading pool outside of the Memorial Park office building with a spray pad for children.

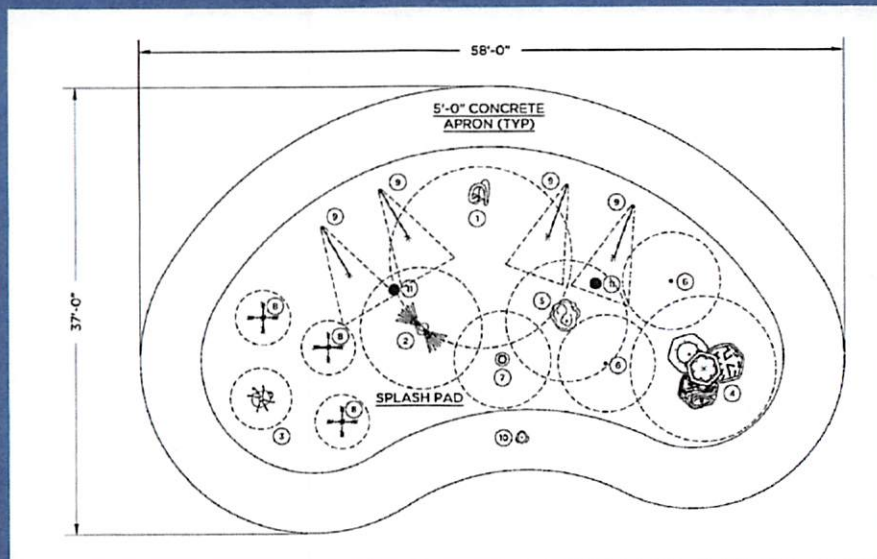
1) Gould Park Stormwater Management/ Park Access Staircase

A project combining a staircase from Ashford to the new Gould Park playground with necessary stormwater management improvements to protect the park's assets.

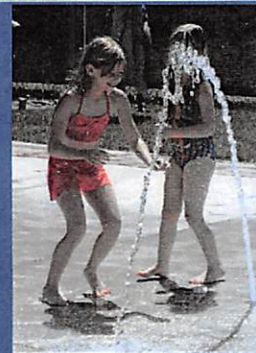
Memorial Park Spray Pad



Memorial Park Spray Pad



Memorial Park Spray Pad



Memorial Park Spray Pad

Cost Estimate for Memorial Park Spray Ground for Village of Dobbs Ferry - Hahn Engineering

Item #	Bid Item	Unit	Est. Quantity	Unit Price	Total Cost
BFA	Backflow Preventer Assembly	EA	1	\$ 5,000.00	\$ 5,000.00
CB	Catch Basin	EA	1	\$ 3,000.00	\$ 3,000.00
CPP	Corrugated Plastic Pipe (15" Dia.)	LF	100	\$ 80.00	\$ 8,000.00
CSG	Crushed Stone or Gravel (3/4" Gravel)	CY	50	\$ 70.00	\$ 3,500.00
CSG	Crushed Stone or Gravel (Item 304)	CY	100	\$ 70.00	\$ 7,000.00
DR	Demolition and Removals	LS	1	\$ 30,000.00	\$ 30,000.00
ELE	Electrical	LS	1	\$ 25,000.00	\$ 25,000.00
MPT	Maintenance & Protection of Traffic	LS	1	\$ 5,000.00	\$ 5,000.00
MS	Mechanical Plumbing & Control Panel	LS	1	\$ 18,000.00	\$ 18,000.00
PVC	PVC Pipe (1" Water Distribution)	LF	200	\$ 35.00	\$ 7,000.00
PVC	PVC Pipe (6" Sanitary)	LF	150	\$ 35.00	\$ 5,250.00
RC	Reinforced Concrete	CY	30	\$ 150.00	\$ 4,500.00
R	Restoration	NP	1	\$ -	\$ -
SCP	Saw Cutting Pavement	NP	1	\$ -	\$ -
UFG	Unclassified Excavation, Filling & Grading	CY	130	\$ 70.00	\$ 9,100.00
WPF	Water Play Features	LS	1	\$ 40,000.00	\$ 40,000.00
WSL	Water Service Line (2.5" Copper)	LF	100	\$ 75.00	\$ 7,500.00

Sub-Total \$ 177,850.00

3% Surveying \$ 5,340.00

8% Design \$ 14,230.00

5% Construction & Inspection \$ 8,890.00

20% Contingency \$ 35,570.00

TOTAL ESTIMATED COST OF CONSTRUCTION \$ 241,880.00

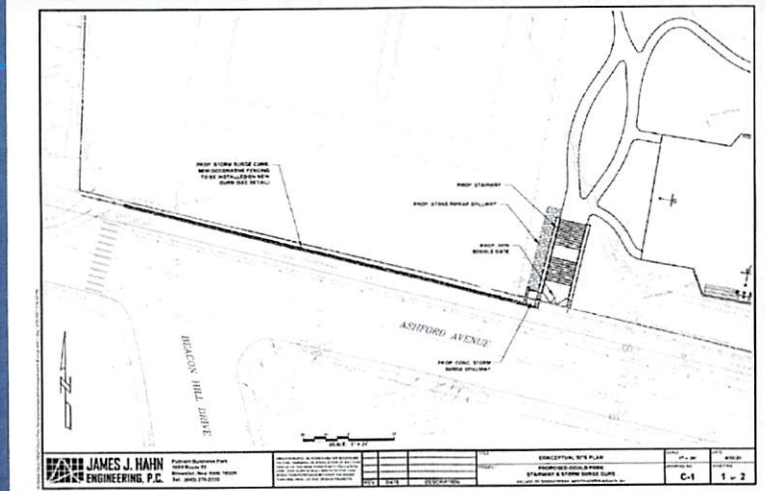
2021 TOTAL ESTIMATED COST OF CONSTRUCTION \$ 251,650.00

Gould Park Storm Surge Barrier/ Staircase

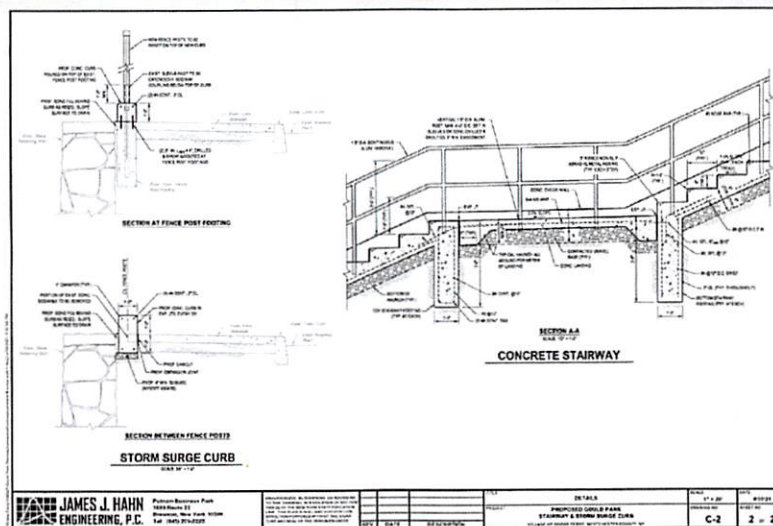


July 2020

Gould Park Storm Surge Barrier/ Staircase



Gould Park Storm Surge Barrier/ Staircase



Gould Park Storm Surge Barrier/ Staircase

Preliminary Cost Estimate: Gould Park Stairs/ Stormwater diversion

SPEC. SECT/ITEM	EST. QUANT.	UNIT	UNIT PRICE	QUANTITY X UNIT PRICE
SSCC Storm Surge Concrete Curbs	190	LF	\$75.00	\$14,250.00
CSG Furnish and Place Crushed Stone or Gravel (Item 203.20-Gravel)	LS	LS	\$10,000.00	\$10,000.00
DR Demolition and Removal	LS	LS	\$15,000.00	\$15,000.00
ESC Erosion Control Devices	LS	LS	\$2,000.00	\$2,000.00
HR Handrails	93	LF	\$90.00	\$8,370.00
HR-A Handrails and Gate - Aluminum (Includes Reuse Existing Fence)	233	LF	\$140.00	\$32,620.00
RR Riprap (4")	25	SY	\$30.00	\$750.00
R Restoration	NP	NP	NON PAYMENT	NON PAYMENT
RCS Reinforced Concrete Steps-Including concrete landing slab and	48	CY	\$1,500.00	\$72,000.00
SCP Saw Cutting Concrete and Pavement	NP	NP	NON PAYMENT	NON PAYMENT
UFG Unclassified Excavation, Filling and Grading	LS	LS	\$15,000.00	\$15,000.00
UFG Unclassified Excavation, Filling and Grading (Import Fill)	30	CY	\$50.00	\$1,500.00
Subtotal				\$171,490.00
Engineering (10%)				\$17,149.00
Contingency (15%)				\$25,723.50
Total				\$214,362.50

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

Ms. Fasman said the purpose of the public hearing this evening is also to let the community talk about the needs in the Village. Ms. Fasman said we are not just looking at these projects tonight, we are also talking about the opportunity of a grant and let anybody from the public who wants to share ideas or information the opportunity to do so.

Mr. Leins said the cost estimate figures will be fine tuned before the application date in June.

The discussion continued and Ms. Matthew addressed questions from the Board.

The following people from the public addressed the Board: Mr. Paddy Steinschneider/329 Broadway. Mr. Steinschneider said he thinks both projects would be wonderful for the Village of Dobbs Ferry. Mr. Steinschneider said his experience with what happens at Gould Park, he does not perceive that as something that is an optional interest. Mr. Steinschneider said he thinks that the existing pool that we have just put so much money and effort into creating really a wonderful facility, is at risk if we don't do that work. Mr. Steinschneider said this is a very dangerous condition that could do serious damage to the investment that we have already made if we don't finish that work.

No one else from the public addressed the Board.

The discussion continued and Mr. Leins addressed questions from the Board.

Mayor Rossillo asked what the next steps are if we decide to go forward with both projects.

Mr. Leins said we will have another informational meeting in two weeks, a final opportunity to hear what the Board is leaning towards and the Board would have to authorize, by resolution, the applications to be made for June 25th.

Mayor Rossillo thanked Ms. Garrison and Ms. Matthew.

Motion by Trustee Sullivan, seconded by Trustee Patino to adjourn the public hearing to discuss opportunities for funding of eligible projects under the 2021 Community Development Block Grant Program and to solicit public input as to the needs of the community and potential projects to be considered further by the Board, to the next meeting of the Board on June 8, 2021.

MAYOR ROSSILLO	<input checked="" type="checkbox"/> AYE	<input type="checkbox"/> NAY	<input type="checkbox"/> ABSTAIN	<input type="checkbox"/> RECUSE	<input type="checkbox"/> ABSENT/EXCUSED
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RESULT:	MOTION PASSES				

Courtesy of the Floor

No one present addressed the Board.

Discussion of July 4, 2021

Mayor Rossillo said initially we were not going to have any kind of celebration. Mayor Rossillo said things have changed throughout the state and he thinks it is a good idea to discuss what we should be doing.

Mr. Leins said we canvassed different communities in the county and a few are doing fireworks, others are waiting to make a decision and some are not doing fireworks.

Ms. Garrison said the following municipalities are having fireworks: Mamaroneck, Clarkstown and Piermont; the following municipalities are not having fireworks: Irvington and Ossining; and the following municipalities have not decided on whether they are having fireworks: Nyack (they will be deciding on Thursday), and Tarrytown.

A discussion was held.

Ms. Dickson noted that July 4th falls on a Sunday this year and there would be significant overtime.

Mayor Rossillo took a straw poll, the results are as follows: Deputy Mayor Cassell: No fireworks, if you want to have picnics that's fine; Trustee Taylor: We will get a lot of people at the waterfront to watch fireworks in other municipalities along the river, It would be nice to consider something to recognize the fourth of July that is a lower cost and a lower draw; Trustee Knell: If we could think out of the box and not do the big fireworks that we have done in the past and get creative, it would be nice to do something for the fourth; Trustee Daroczy: Would refer to the departments and the Police Department and based on the assessment of how they feel about it, if they feel there is something that we can do in a moderated way she is ok with it but she agrees with some of the other Trustees on the cost and the risk of having events at the waterfront and she is skeptical on doing it because of the cost and the risk.; Trustee Sullivan: It would be nice to do something, she wouldn't want 10,000 at the waterfront and she thinks we normally get 3,000 with just doing normal stuff, she would like to hear what Chief Guevara's thoughts are on this and if the Chief even has the staff to cover the event.; Trustee Patino: Can't help but think that other communities who are on the fence are waiting for other communities to make a decision and if our meeting was later in the week we might be leaning in a certain way, he would like to see something happen for the fourth of July, maybe if we decide to move ahead Tarrytown will decide to move ahead and that will release some of the burden, he is concerned if the Chief and DPW are concerned about the number of people.

Chief Guevara said he would pass for this year because if we are the only one hosting it would potentially be a larger than normal crowd that we would be dealing with.

Mayor Rossillo said he and Mr. Leins have been in touch with the VOC and no one was doing anything at all, and now we are hearing that Tarrytown is thinking about it, but I don't know what their conclusion will be. Mayor Rossillo said he can certainly follow-up with the other river towns and report back to the Board.

Mayor Rossillo asked Ms. Garrison if there is anything that we could do to make it an interesting fun program on the fourth.

Ms. Garrison said she can look into it and see what other municipalities are doing.

Trustee Patino asked if there is a deadline in order to organize the fireworks.

Ms. Garrison said definitely sooner rather than later, but the firework companies are being flexible now.

Deputy Mayor Cassell said she is still concerned about the influx of people, and with the COVID and masks it will be a policing nightmare.

Ms. Fasman discussed masking and social distancing for large crowds.

Mayor Rossillo said he will check with the other communities and then we can decide. Mayor Rossillo told Ms. Garrison to go with the assumption that we are not going to have it, but if we can do something special for the Village that would be great.

Trustee Taylor said we do need to talk about setting standards at Waterfront Park and how we want to handle events at the Waterfront.

Mr. Leins said that is something that he is concerned about and he spoke with Ms. Garrison about it today. Mr. Leins said there is already something in place on the recreation application that provides that there should be at least 30 days notice for groups over 15.

Mr. Leins said it's not like you're trying to stop anybody from expressing themselves or from enjoying themselves, it's just that there is different preparation that's required for different events. Mr. Leins said for a recent event where we thought there was going to be several hundred people, the police has to identify that there is people available to do the overtime and the DPW has to be prepared for what the cleanup might entail. Mr. Leins said we really want to try to encourage people to give notice so that the appropriate arrangements can be made and so the Board has a reasonable opportunity to consider something and not feel like you are compelled because of the shortness of an application, that's very unfair and very difficult for us to muster the resources at Village hall when we do not know the scope of the event and we are given days instead of a month to work on it.

Trustee Daroczy thanked Trustee Taylor and Mr. Leins for making a statement on this.

Mayor Rossillo said maybe we can put it on the next agenda and we can come up with guidelines.

Mayor Rossillo said before we go to the next agenda item, the Chief is here and he would like the Chief to comment. Mayor Rossillo said we had a horrific attack on a Police Officer last week. Mayor Rossillo said it was a horrific incident that happened and we put out a statement on it and since the Chief is here he would like him to comment on it and give us an update.

Chief Guevara said the Police Department has received a tremendous outpouring of support from residents and non-residents. Chief Guevara said numerous PBA's have been in touch directly

with the family of the Sergeant. Chief Guevara said he spoke with the family this morning and the Sergeant is currently home recovering. Chief Guevara thanked everyone for their support.

Mayor Rossillo said he is glad to hear that the Sergeant is recovering. Mayor Rossillo said the Police Department does a tremendous job and we appreciate all the work and effort and energy that you put in to defend and protect us. Mayor Rossillo said to please pass along our gratitude to him.

Continued discussion of proposed pilot program for daily parking at Waterfront Park

Police Chief Manuel Guevara sent the following memorandum dated May 18, 2021 to Mayor Rossillo, the Board of Trustees and Mr. Richard Leins/Interim Village Administrator:



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



May 18, 2021

To: Mayor Vincent Rossillo and Board of Trustees
Richard Leins, Interim Village Administrator
From: Manuel R. Guevara, Chief of Police
Subject: Waterfront Parking Options and Fees
Date: May 18, 2021

Based off of our previous conversation regarding parking and fees at the May 11th Board Meeting, I was asked to gather additional information on how other municipalities structure their parking fees.

The following are just a sampling of various municipality parking permit fees.

Dobbs Ferry – Resident Annual Permit \$440.00

Non Resident Parking \$1,325

Daily Waterfront Parking Permit \$5.00

Daily Waterfront Parking Permit Senior Citizen \$2.00

Non Resident Daily \$10.00 per day, 5 pm to 2 am

Non Resident Daily, weekends and holidays, excluding 4th of July \$15.00 per day, 5 am to 2 am

Tarrytown – Resident Annual Permit \$450.00

Non Resident Permit \$1,340.00

No Daily Permits since COVID-19, Lots are controlled by pay machine with a \$14.00 maximum daily rate.

Hastings – Zinsser Parking Lot \$525.00 annually, enables permit holder to not have to feed parking meter

River Street Parking and not be required to feed meters is \$570.00

Hastings does offer an annual resident parking sticker for commuters which is \$10.00 per year. However the holder must feed the meters daily.

Daily parking: Daily parking spaces located in the last 25 spaces on the east side of River Street Lot (closest to Harvest-on-Hudson restaurant). \$5.00 per 16 Hours; 24-hours - \$7.00 per day.

Irvington – Does not offer daily parking permits

Ardsey Railroad Station semi-annual \$314.00, annual \$531.00.

There is a pay station at the location for any remaining open spaces at a rate of \$1.00 per hour or \$7.00 per day.

Croton on Hudson – Daily parking in specific sections of the lot, \$12/day or \$1/hour up to 11 hours.

Scarsdale – Daily parking in private lot only - \$15/day

Tuckahoe – Daily parking at train station: \$8.25/day

ParkMobile

Currently, ParkMobile will allow a user to park in the train station lot between the hours of 5:00 pm to 2:00 am, Monday through Friday, at a rate of \$10.00.

Saturday, Sunday and holidays, excluding Fourth of July, ParkMobile is available from 5:00 am to 2:00 am, at a rate of \$15.00.

The times and rates coincide with the non-resident daily parking permit fees which were in effect prior to the pandemic.

There was a suggestion made that we utilize ParkMobile to control the entire Waterfront Parking Lot which would extend user hours from 5:00 am to 2:00 am. This would enable users not in possession of a Commuter Parking Permit or Recreation Permit to still pay for parking.

The only issue with this is that ParkMobile would be unable to differentiate between a resident and non-resident. As a reminder, the Dobbs Ferry Daily parking permit is only available to residents at a cost of \$5.00 a day and \$2.00 for Senior Citizens.

I had an opportunity to speak with our representative from ParkMobile and another possibility is that we designate and rezone a smaller section of the Waterfront Parking Lot for daily parking only. Depending on the Boards recommendation, we could potentially allocate 10 to 15 spaces for daily parking only, on a first come first serve basis. However we still could not prevent a non-resident from using the space.

Finally, as we have moved permit sales upstairs to Village Hall, physical daily permits could still be purchased there during business hours, however there would potentially be an issue for the occasional commuter who may need the pass prior to opening hours. This will allow seniors to receive their discounted rate.

I hope this outlines not just our most common parking fees but a possible move towards allowing ParkMobile to be utilized in a more efficient manner.

Chief Guevara discussed the proposed pilot program for daily parking at Waterfront Park.

A discussion was held and Chief Guevara addressed questions from the Board.

Mayor Rossillo said we can go with Park Mobile and open it up to everyone. Mayor Rossillo asked if it would start on June 1st.

Chief Guevara said he will contact our Park Mobile representative this evening and get that set up for June 1st.

Consider a resolution to authorize Chief Manuel Guevara to enter into an agreement with The Commission on Accreditation for Law Enforcement Agencies (C.A.L.E.A.) with an application fee of \$11,450

Police Chief Manuel Guevara sent the following memorandum date May 14, 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 Board of Trustees
Richard Leins, Interim Village Administrator
Liz Dreaper, Village Clerk

From: Manuel R. Guevara, Chief of Police

Subject: Authorize the Chief of Police to enter into an agreement with the Commission on Accreditation for Law Enforcement Agencies (CALEA)

Date: May 14, 2021

Upon conclusion of the New York State Police Reform and Reinvention Collaborative, per Executive Order 203, one of the recommendations coming from the Dobbs Ferry Police Reform Committee, was the pursuit of an additional accrediting body.

Although the Dobbs Ferry Police Department has been accredited via NY State's Division of Criminal Justice Services since 1994; a secondary layer of accreditation is being sought to enhance the departments' rules and regulations.

The Commission on Accreditation for Law Enforcement Agencies (CALEA) was created in 1979 through the efforts of law enforcement's four major executive associations:

International Association of Chiefs of Police (IACP)

National Organization of Black Law Enforcement Executives (NOBLE)

National Sheriff's Association (NSA)

Police Executive Research Forum (PERF)

CALEA offers two levels of accreditation. *The Tier 1, Law Enforcement Accreditation* is composed of **181 standards**. According to the CALEA website, "The Law Enforcement Accreditation process focuses on standards that provide best practices related to life, health, and safety procedures for the agency. These standards are considered foundational for contemporary law enforcement agencies. The program provides the framework for addressing high risk issues within a

contemporary environment, and ensures officers are prepared to meet basic community service expectations and prepared to manage critical events.(1)”

Tier 2 is the Advanced Law Enforcement Accreditation. This program is composed of 459 standards. According to the CALEA website, “The Advanced Law Enforcement Program is specifically designed for elite organizations striving to demonstrate professional excellence within a comprehensive range of operational and administrative functional responsibilities.”

“Agencies participating in this program are prepared for the management of life, health and safety issues, ensuring issues ranging from community engagement to sound personnel practices are addressed.

“Advanced Law Enforcement Accreditation results in a highly performing organization with the capacity to address any operational or administrative challenges, and serve as an industry leader. (1)”

Achieving either tier of this accreditation program will be no small feat, but it will demonstrate the Dobbs Ferry Police Department’s commitment to continuous improvement and development in police services to the residents of Dobb Ferry.

With this in mind, I request approval to complete and submit an Enrollment Package Request to CALEA with the one-time application fee of \$11,450. This will enable your Police Department to begin the Self-Assessment process to become nationally accredited.

CALEA allows a period of up to three years to achieve compliance with the program. Upon completion of this step, the Dobbs Ferry Police Department would request that this agency be assessed by CALEA assessors. It is at this point that the one time on-site assessment fee would be charged to this municipality. That fee is approximately \$5,500.

Upon being awarded with accreditation, the annual fee going forward would be approximately \$4,600 per year.

To recap, fees for the program are as follows:

- 1) One Time Application fee - \$11,450
- 2) Initial One Time On-Site Assessment Charge – approximately \$5,500
- 3) Annual Continuation Fee (occurs after the agency has received its initial accreditation award) – approximately \$4,600 per year

I am attaching copies of CALEA’s Accreditation Enrollment Form, Publications Subscription and Access Agreement, along with the Accreditation Agreement.

I thank you for your assistance in this matter.

The C.A.L.E.A. Publications Subscription and Access Agreement is as follows:



PUBLICATIONS SUBSCRIPTION AND ACCESS AGREEMENT

TERMS & CONDITIONS FOR SUBSCRIBERS TO THE ELECTRONIC PUBLICATIONS

THIS SUBSCRIPTION AND ACCESS AGREEMENT ("**Agreement**") by and between CALEA®, Inc., a Maryland Corporation, located at 13575 Heathcote Boulevard, Suite, 320 Gainesville, Virginia 20155-6660 ("**Licensor**"); and Dobbs Ferry Village Police Department, located at 112 Main Street, Dobbs Ferry, NY 10522 ("**Licensee**") intending to be legally bound, for CALEA to provide to Licensee, subject to this Agreement, access to CALEA's electronic publications for the purpose of CALEA Accreditation, research, general resource, or other approved purpose.

I. Content of Licensed Materials; Grant of License

The materials that are the subject of this Agreement shall consist of electronic information published or otherwise made available by Licensor which includes the following:

- a. CALEA Standards for Law Enforcement Agencies;
- b. CALEA Standards for Public Safety Communications Agencies;
- c. CALEA Standards for Public Safety Training Academies;
- d. CALEA Standards for Campus Security Agencies; and
- e. CALRA Process and Programs Guide (hereinafter referred to as the "Licensed Materials").

Licensee and its Authorized Users acknowledge that the copyright and title to the Licensed Materials and any trademarks or service marks relating thereto remain with Licensor and/or its suppliers. Neither Licensee nor its Authorized Users shall have right, title or interest in the Licensed Materials except as expressly set forth in this Agreement. Licensor hereby grants to Licensee non-exclusive use of the Licensed Materials and the right to provide the Licensed Materials to Authorized Users in accordance with this Agreement. In the event Licensee elects to export data from any of the electronic publications, all of the terms contained within this agreement will apply, with the provision to include downloading of the data to a Licensee electronic file. Data exported will be used for public safety accreditation management or scholarly, educational use only and these data cannot be resold or used for other commercial purposes, posted on a subscription or free site, or forwarded beyond the initial export/download, without the written permission from CALEA. Licensee acknowledges CALEA® copyright and agrees to cite CALEA when using data from the publication(s).

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II. Delivery/Access of Licensed Materials to Licensee

Licensors will provide the Licensed Materials to the Licensee through Networked Access or Local Access via an application developed and supported by PowerDMS, Inc. (PowerDMS). The Licensed Materials will be stored at one or more Licensors' locations in digital form accessible by telecommunications links between such locations and authorized networks of Licensee. Any use of PowerDMS's application or other services shall be subject to the terms and conditions set forth in Addendum A.

III. Fees

- a. **SUBSCRIPTION FEES** - The annual Subscription Fees are determined by CALEA customer type. Licensee shall select one of the following CALEA customer types:

☒ **CALEA Enrolled Agencies**

Organizations currently enrolled in one of the four CALEA Accreditation Programs (Law Enforcement, Public Safety Communications, Public Safety Training Academy and CALEA Campus Security Accreditation). Each CALEA Accreditation Program comes with automatic enrollment in the applicable PowerDMS/CALEA Assessment Tool(s). **Subscription payments, including the fees applicable to the PowerDMS/CALEA Assessment Tool(s) in which the organization is enrolled, are included in accreditation payment installments.**

☐ **Non-Enrolled Agencies**

Organizations currently not enrolled in one of the four CALEA Accreditation Programs. The annual subscription fee is \$900 (payments may be applied to accreditation fees after CALEA Enrollment on a prorated basis determined by CALEA).

☐ **Non-Public Safety Academic Institutions**

Organizations that primarily serve for the purpose of providing education support and research. Libraries are an example of this customer type. The annual subscription fee is \$200.

☐ **Individuals**

Persons not associated with a CALEA Enrolled, Non-Enrolled or Non-Public Safety Academic Institution. Individuals are not eligible for site licenses. The annual subscription fee is \$80.

CALEA reserves the right to change a Licensee's customer type at any time during the duration of Agreement.

- b. **BILLING** - Licensee shall be billed annually, in advance, at rates set forth by CALEA on an invoice. Payment shall be due and payable upon receipt of the invoice. Accounts not paid in full within 30 days of the invoice date shall be considered delinquent and may result in a disruption of licensed materials access. **NOTE: This disruption will impact the functionality of PowerDMS services for those entities subscribing to that service.**

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- c. **BILLING ENTITY** - CALEA shall serve as the billing entity and, with exception of CALEA Enrolled Agencies, all invoices associated with this agreement are separate and apart from other services provided by CALEA, including but not limited to accreditation services, other software services, conference services, and other products. When applicable, fees associated with the PowerDMS/CALEA Assessment Tool(s) shall be reflected as a separate line item on the invoice for collection by CALEA and remittance to PowerDMS.

IV. CALEA Commitment to Customer Service

In order to support its customers and maintain contemporary publications, and to leverage technology, CALEA may periodically make changes to the content, design and delivery of its Publications and Services. This includes the updating of standards and the respective manuals.

CALEA will make reasonable efforts to notify Licensee of changes when they are material through corporate website notices, but in any case Licensee continued use of the Subscription Services shall constitute Licensee assent to this Agreement as it is then in effect. If Licensor changes this Agreement, Licensor will make notification through electronic transmittal, and the changes will become immediately effective. Accordingly, Licensee should visit the Site periodically to review the then-current services.

V. Authorized Use of Licensed Materials

- a. **Authorized Users** - Authorized Users are Persons Affiliated with Licensee directly or through a subscribing entity in which they are employed or directly affiliated for a specific purpose that supports the entity's mission. This may include full or part-time employees of the subscribing entity. A licensee may not share access to the publications with other entities or affiliates of other entities, or other individuals. This includes the sharing of access among public safety organizations.
- b. **Authorized Uses**. Licensee and Authorized Users may make all use of the Licensed Materials as is consistent with the Fair Use Provisions of United States and international law. Nothing in this Agreement is intended to limit in any way whatsoever Licensee's or any Authorized User's rights under the Fair Use provisions of United States or international law to use the Licensed Materials. The Licensed Materials may be used for purposes of CALEA Accreditation, research, education or other noncommercial use as follows:
1. **Display** - Licensee and Authorized Users shall have the right to electronically display the Licensed Materials as necessary to support the use intent of the materials.
 2. **Digitally Copy** - Licensee and Authorized Users may download and digitally copy a reasonable portion of the Licensed Materials for the licensee's use and not for redistribution in any manner.
 3. **Print Copy** - Licensee and Authorized Users may print a reasonable portion of the Licensed Materials for redistribution within the non-commercial environment, but not for redistribution outside of the licensed entity.
 4. **Databases** - Authorized Users shall be permitted to extract or use information contained in the database for accreditation, educational, scientific, or research purposes, including extraction and manipulation of information for the purpose of illustration, explanation, example, comment, criticism, teaching, research, or analysis.

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5. **Electronic Links** - Licensee may provide electronic links to the Licensed Materials from Licensee's intranet (internal to the entity) page(s), and is encouraged to do so in ways that will increase the usefulness of the Licensed Materials to Authorized Users. Licensor staff will assist Licensee upon request in creating such links effectively. Licensee may make changes in the appearance of such links and/or in statements accompanying such links as reasonably requested by Licensor.
6. **Caching** - Licensee and Authorized Users may make such local digital copies of the Licensed Materials as are necessary to ensure efficient use by Authorized Users by appropriate browser or other software.
7. **Scholarly Sharing** - Authorized Users may transmit to a third party colleague in hard copy or electronically, minimal, insubstantial amounts of the Licensed Materials for personal use or scholarly, educational, or scientific research or professional use but in no case for re-sale. In addition, Authorized Users have the right to use, with appropriate credit, figures, tables and brief excerpts from the Licensed Materials in the Authorized User's own scientific, scholarly and educational works.

VI. Access by and Authentication of Authorized Users

Licensee and its Authorized Users shall be granted access to the Licensed Materials. This access will be established by CALEA or PowerDMS as necessary to ensure the seamless delivery of publication services to the licensee, under protocol established by CALEA or PowerDMS. The development of specific connection protocols shall be identified and authenticated by such means as may be developed during the term of this Agreement to meet the service delivery requirements of this agreement.

VII. Specific Restrictions on Use of Licensed Materials

- a. **Unauthorized Use** - Except as specifically provided elsewhere in this agreement, Licensee shall not knowingly permit anyone other than Authorized Users to use the Licensed Materials.
- b. **Modification of Licensed Materials** - Licensee shall not modify or create a derivative work of the Licensed Materials without the prior written permission of Licensor.
- c. **Removal of Copyright Notice** - Licensee may not remove, obscure or modify any copyright or other notices included in the Licensed Materials.
- d. **Commercial Purposes** - Other than as specifically permitted in this Agreement, Licensee may not use the Licensed Materials for commercial purposes, including but not limited to the sale of the Licensed Materials or bulk reproduction or distribution of the Licensed Materials in any form.

VIII. Licensor Performance Obligations

- a. **Availability of Licensed Materials** - Within 30 days, Licensor shall make the Licensed Materials available to Licensee and Authorized Users.
- b. **Support** - General access support will be provided by CALEA staff and technical support will be provided by PowerDMS where required.
- c. **PowerDMS services** - Licensees using PowerDMS services will receive all technical support from PowerDMS as defined within the PowerDMS licensing agreement.

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IX. Licensee Performance Obligations

- a. **Provision of Notice of License Terms to Authorized Users** - Licensee shall make reasonable efforts to provide Authorized Users with appropriate notice of the terms and conditions under which access to the Licensed Materials is granted under this Agreement including, in particular, any limitations on access or use of the Licensed Materials as set forth in this Agreement.
- b. **Protection from Unauthorized Use** - Licensee shall use reasonable efforts to inform Authorized Users of the restrictions on use of the Licensed Materials. In the event of any unauthorized use of the Licensed Materials by an Authorized User, (1) Licensor may terminate such Authorized User's access to the Licensed Materials, (2) Licensor may terminate the access of the Internet Protocol ("IP") address(es) from which such unauthorized use occurred, and/or (3) Licensee may terminate such Authorized User's access to the Licensed Materials upon Licensor's request. Licensor shall take none of the steps described in this paragraph without first providing reasonable notice to Licensee (in no event less than sixty (60) days and cooperating with the Licensee to avoid recurrence of any unauthorized use.
- c. **Maintaining Confidentiality of Access** - Where access to the Licensed Materials is to be controlled by use of passwords, Licensee shall issue log-on identification numbers and passwords to each Authorized User and use reasonable efforts to ensure that Authorized Users do not divulge their numbers and passwords to any third party. Licensee shall also maintain the confidentiality of any institutional passwords provided by Licensor.

X. Mutual Performance Obligations

- a. **Confidentiality of User Data** - Licensor and Licensee agree to maintain the confidentiality of any data relating to the usage of the Licensed Materials by Licensee and its Authorized Users. Such data may be used solely for purposes directly related to the Licensed Materials and may only be provided to third parties in aggregate form. Raw usage data, including but not limited to information relating to the identity of specific users and/or uses, shall not be provided to any third party.
- b. **Implementation of Developing Security Protocols** - (b) Implementation of Developing Security Protocols - Licensee and Licensor shall cooperate in the implementation of security and control protocols and procedures as they are developed during the term of this Agreement.

XI. Term

This Agreement shall take effect when the authorized representative of Licensee and the Executive Director of CALEA signs the Agreement. This Agreement shall be effective upon signing by the second party and payment of appropriate subscription fees, the "Effective Date." The Term of this Agreement shall be one (1) year, commencing on the Effective Date.

Sections of this Agreement specific to the authorized use and users will survive any expiration, cancellation or termination of this Agreement.

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XII. Early Termination

In the event that either party believes that the other materially has breached any obligations under this Agreement, or if Licensor believes that Licensee has exceeded the scope of the License, such party shall so notify the breaching party in writing. The breaching party shall have sixty (60) days from the receipt of notice to cure the alleged breach and to notify the non-breaching party in writing that cure has been effected. If the breach is not cured within the sixty (60) days, the non-breaching party shall have the right to terminate the Agreement without further notice.

Upon Termination of this Agreement for cause, access to the Licensed Materials by Licensee and Authorized Users shall be terminated. Authorized copies of Licensed Materials may be retained by Licensee or Authorized Users and used subject to the terms of this Agreement.

In the event of early termination permitted by this Agreement, Licensee shall not be entitled to a refund of any fees or pro-rata portion thereof paid by Licensee for any remaining period of the Agreement from the date of termination.

XIII. Warranties

Subject to the Limitations set forth elsewhere in this Agreement:

Licensor warrants that it has the right to license the rights granted under this Agreement to use Licensed Materials that it has obtained any and all necessary permissions from third parties to license the Licensed Materials, and that use of the Licensed Materials by Authorized Users in accordance with the terms of this Agreement shall not infringe the copyright of any third party. The Licensor shall indemnify and hold Licensee and Authorized Users harmless for any losses, claims, damages, awards, penalties, or injuries incurred, including reasonable attorney's fees, which arise from any claim by any third party of an alleged infringement of copyright or any other property right arising out of the use of the Licensed Materials by the Licensee or any Authorized User in accordance with the terms of this Agreement. This indemnity shall survive the termination of this agreement. NO LIMITATION OF LIABILITY SET FORTH ELSEWHERE IN THIS AGREEMENT IS APPLICABLE TO THIS INDEMNIFICATION.

XIV. Limitations on Warranties

Notwithstanding anything else in this Agreement:

Neither party shall be liable for any indirect, special, incidental, punitive or consequential damages, including but not limited to loss of data, business interruption, or loss of profits, arising out of the use of or the inability to use the Licensed Materials. Licensor makes no representation or warranty, and expressly disclaims any liability with respect to the content of any Licensed Materials, including but not limited to errors or omissions contained therein, libel, infringement of rights of publicity, privacy, trademark rights, moral rights, or the disclosure of confidential information. Except for the express warranties stated herein, the Licensed Materials are provided on an "as is" basis, and Licensor disclaims any and all other warranties, conditions, or representations (express, implied, oral or written), relating to the Licensed Materials or any part thereof, including, without limitation, any and all implied warranties of quality, performance, merchantability or fitness for a particular purpose. Licensor makes no warranties respecting any harm that may be caused by the transmission of a computer virus, worm, time bomb, logic bomb or other such computer program. Licensor

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makes no representation or warranty, and expressly disclaims any liability with respect to any services provided by PowerDMS. Licensor further expressly disclaims any warranty or representation to Authorized Users, or to any third party.

XV. Indemnities

Each party shall indemnify and hold the other harmless for any losses, claims, damages, awards, penalties, or injuries incurred by any third party, including reasonable attorney's fees, which arise from any alleged breach of such indemnifying party's representations and warranties made under this Agreement, provided that the indemnifying party is promptly notified of any such claims. The indemnifying party shall have the sole right to defend such claims at its own expense. The other party shall provide, at the indemnifying party's expense, such assistance in investigating and defending such claims as the indemnifying party may reasonably request. This indemnity shall survive the termination of this Agreement.

XVI. Assignment and Transfer

Neither party may assign, directly or indirectly, all or part of its rights or obligations under this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed.

XVII. Entire Agreement

This Agreement constitutes the entire agreement of the parties and supersedes all prior communications, understandings and agreements relating to the subject matter hereof, whether oral or written.

XVIII. Amendment

No modification or claimed waiver of any provision of this Agreement shall be valid except by written amendment signed by authorized representatives of Licensor and Licensee.

XIX. Severability

If any provision or provisions of this Agreement shall be held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

XX. Waiver of Contractual Right

Waiver of any provision herein shall not be deemed a waiver of any other provision herein, nor shall waiver of any breach of this Agreement be construed as a continuing waiver of other breaches of the same or other provisions of this Agreement.

XXI. Governing Law

Laws will be governed by the state of Virginia regarding disputes arising from this agreement.

Dobbs Ferry Village Police Department

**SIGNATURE PAGE
ACCEPTED AND AGREED:**

Licensee

Signature: _____

Name: Manuel R Guevara

Title: Chief of Police

Date: _____

CALEA®

Signature: _____

Name: W. Craig Hartley, Jr.

Title: Executive Director

Date: _____

CALEA has caused this Agreement to be executed on _____, 20_____.

Adm Lic 04/2015

Dobbs Ferry Village Police Department

ADDENDUM A

PowerDMS/CALEA Assessment Tools Terms and Conditions

Thank you for enrolling in our PowerDMS/CALEA Assessment tool (the **"Service"**) utilizing our PowerDMS document management software application (collectively, **"Software"**), through our access-controlled website (the **"Site"**). These Terms and Conditions (the **"Terms"**) govern your subscription for the Service (the **"Subscription"**) and your use of the Service, the Software and the Site. These Terms also govern any use of the Service by any person who has been supplied a user identification and password for the Service by you, on your behalf or at your request (each a **"User"**), and you agree to be responsible for any use of the Service by any of your Users. By using the Service or permitting any User to use the Service, you agree to these Terms. If you do not agree to all of the Terms, you do not have the right to access or use, or permit any User to access or use, the Site, the Service or the Software.

1. Limited Right to Use Service During Subscription Period

You are granted a nonexclusive, nonassignable, revocable right during the specified period of your Subscription (the **"Subscription Period"**) to access the Site and use the Service and the Software and to permit those Users included in your Subscription to do so, subject to your payment of all fees applicable to your Subscription and these Terms. At the end of the Subscription Period, the use of the Service by you and your Users will terminate unless the Subscription Period is renewed. Use of the Service may be terminated by us in the event of the breach of these Terms by you or any User.

2. Our Rights in the Site, the Service, and the Software

We retain all rights in the Site, the Service, and the Software. Except as expressly provided in these Terms, no license or other right is granted to Customer or any User in the Site, the Service or the Software. Our name, logo(s), and product name(s) associated with the Service are trademarks belonging to us or to third parties, and they may not be used without our prior written consent.

3. Restrictions

You agree to comply, and cause your Users to comply, with all applicable laws in using the Service.

You agree that neither you nor any of your Users will (i) modify, translate, or create derivative works of the Software; (ii) reverse engineer, decompile, disassemble, or otherwise attempt to derive any of the Software's source code or any other technology used to provide the Service; (iii) sublicense, resell or distribute the Software in any manner or form; (iv) share Service login credentials with other parties, (v) **"frame"** or **"mirror"** the Service, or (vi) assign or transfer any rights with respect to the Site, the Service or the Software.

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You will not submit, or permit any User to submit, to the Service any data, information or material ("**Customer Data**") that is illegal, misleading, defamatory, indecent or obscene, threatening, infringing of any third party rights, invasive of personal privacy, protected by the Health Insurance Portability Accountability Act (HIPAA), and/or restricted data, as that term is defined in Title 28, Part 20, Code of Federal Regulations, or otherwise deemed objectionable by us in our sole discretion.

4. Passwords and Access

You are responsible for maintaining the security and confidentiality of, and are responsible for all activities undertaken, using the usernames and passwords assigned to your Users. You agree to notify us immediately if you become aware of any unauthorized access or use of the Service using any such username or password or otherwise.

5. Your Data

As between you and us, all Customer Data submitted by you or your Users to the Service will remain the sole property of you or such Users. You hereby grant us a non-exclusive license to use, copy, store, transmit and display Customer Data to the extent reasonably necessary (i) to provide, maintain and improve the Service and (ii) to confirm compliance with the terms of this Agreement.

You will have sole responsibility, and we assume no responsibility, for the Customer Data.

During the Subscription Period, you may extract (in native format or common format of digital file) and/or purge Customer Data at any time directly through the Service. We shall have no obligation to retain any Customer Data or to make the Customer Data available other than through the self-service method provided through the Service during the Subscription Period.

6. Confidentiality

"Confidential Information" means non-public information, technical data or know-how of a party and/or its affiliates, which is furnished to the other party in connection with the Service or these Terms and (i) would reasonably be considered to be of a confidential nature or (ii) is confirmed in writing at the time of disclosure to be confidential.

Notwithstanding the foregoing, Confidential Information does not include information which is: (i) already in the possession of the receiving party and not subject to a confidentiality obligation to the providing party; (ii) independently developed by the receiving party; (iii) publicly disclosed through no fault of the receiving party; (iv) rightfully received by the receiving party from a third party that is not under any obligation to keep such information confidential; (v) approved for release by written agreement with the disclosing party; or (vi) disclosed pursuant to the requirements of law, regulation, or court order, provided that the receiving party will promptly inform the providing party of any such requirement and cooperate, at the sole expense of the providing party, with any attempt to procure a protective order or similar treatment.

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Neither party (nor, in Customer's case, any User) will use the other party's Confidential Information except as reasonably required for the performance of the Service and these Terms. Each party agrees not to disclose (or, in Customer's case, permit its Users to disclose) the other party's Confidential Information to anyone other than its employees or subcontractors who are bound by confidentiality obligations and who need to know the same to perform such party's obligations hereunder. The confidentiality obligations set forth in this Section will survive for one (1) year after the termination or expiration of the Subscription Period.

Each party will, upon the request of the disclosing party, destroy all Confidential Information and all copies thereof in the receiving party's possession or control.

In case a party receives legal process that demands or requires disclosure of the disclosing party's Confidential Information, such party will give prompt notice to the disclosing party, if legally permissible, to enable the disclosing party to challenge such demand. The disclosing party shall promptly reimburse any expense or cost (including attorneys' fees) incurred in connection with the challenge to or compliance with such legal process.

7. Disclaimers and Limitations.

THE SITE, SERVICE OR SOFTWARE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. THERE ARE NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THOSE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE SERVICE, SITE OR SOFTWARE. WE DO NOT WARRANT THAT USE OF THE SITE, SERVICE OR SOFTWARE WILL BE ERROR-FREE OR UNINTERRUPTED. WE MAKE NO WARRANTY THAT THE SITE, SERVICE OR SOFTWARE COMPLY WITH THE LAWS OF ANY JURISDICTION OTHER THAN THE UNITED STATES. WE MAKE NO WARRANTY AS TO THIRD PARTY SERVICES OR CONTENT THAT MAY BE AVAILABLE OR ACCESSIBLE THROUGH THE SERVICE.

IN NO EVENT WILL WE BE LIABLE FOR (I) ANY DIRECT, SPECIAL, INDIRECT, CONSEQUENTIAL, OR INCIDENTAL DAMAGES, FOR ANY LOSS OF PROFITS, LOSS OF REVENUE, LOSS OF BUSINESS, LOSS OR CORRUPTION OF DATA, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY ARISING IN ANY WAY OUT OF THE SERVICE OR THESE TERMS, EVEN IF NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGE, OR (II) ANY AMOUNTS IN EXCESS OF THE AMOUNTS PAID TO US BY YOU WITH RESPECT TO THE SUBSCRIPTION.

8. Indemnification

You agree to release, indemnify and hold us, our officers, employees and supporting contractors harmless from any (a) claim or demand made by any third party due to or arising out of the use of the Service by you or your Users, your violation of these Terms, or the infringement by you, any User or any of the Customer Data of any right of any person or entity, together with any court costs and reasonable attorneys' fees incurred in connection with such claim or demand, or (b) damages, losses, costs, expenses, judgments or liability arising from the use of the Service by you or your Users in any jurisdiction other than the United States.

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9. Modifying or Suspending Services

We reserve the right to make changes and updates to the functionality and/or documentation of the Service from time to time.

We reserve the right to suspend the use of the Service by any User if we believe such User's use of the Service is disrupting the Service, causing harm to our computers, systems or infrastructure or violating any applicable law or the rights of any third party (or would be likely to do any of the foregoing if continued).

The Service may also be suspended to the extent that the provision of the Service is prevented, hindered, delayed or otherwise made impracticable by reason of any flood, riot, fire, judicial or governmental action, labor disputes, act of God or any other causes beyond our control.

10. Choice of Law; Jurisdiction

These Terms will be interpreted in accordance with the laws of the State of Florida and applicable federal law, without any strict construction in favor of or against either party. Any action arising under or relating to these Terms shall lie within the exclusive jurisdiction of the State and Federal Courts located in Orange County, Florida.

11. Assignment; Third Parties

You may not assign the Subscription without our prior written approval. There are no third-party beneficiaries to the Subscription or these Terms.

12. Entire Agreement; Waiver; Modification

These Terms comprise the entire agreement between you and us, and supersede all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between you and us, regarding the subject matter contained herein. Our failure to enforce any right or provision in these Terms will not constitute a waiver of such right or provision. We reserve the right to modify these terms from time to time, and will tell you about any modification through the Service or by an email message to the email address you provide for the purpose of receiving notifications with respect to the Service. Modifications will take effect no earlier than ten (10) business days after notice is given.

13. Severability

If any provision of these Terms is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the invalid, illegal, or unenforceable provision will not affect any other provisions, and these Terms will be construed as if the invalid, illegal, or unenforceable provision is severed and deleted from these Terms.

Dohbs Ferry Village Police Department

Addendum B

Dohbs Ferry Village Police Department

The C.A.L.E.A. Accreditation Program for Law Enforcement Accreditation Agreement is as follows:

**THE ACCREDITATION PROGRAM FOR LAW ENFORCEMENT
ACCREDITATION AGREEMENT**

This Agreement is entered into between the Dobbs Ferry Village Police Department located at 112 Main Street, Dobbs Ferry, NY 10522, telephone number 9146935500, hereafter referred to as the "Agency," and the Commission on Accreditation for Law Enforcement Agencies, Inc., a Maryland Corporation, with principal offices at 13575 Heathcote Boulevard, Suite 320, Gainesville, Virginia 20155, telephone number (703) 352-4225, hereafter referred to as "CALEA."

WITNESSETH

The Agency and CALEA, for and in consideration of the mutual covenants set forth in this Agreement and the compensation to be paid to CALEA as hereafter specified, covenant and agree to be bound by the provisions, terms, and covenants contained herein, WHEREFORE, each party covenants and agrees as follows:

1. PURPOSE OF THIS AGREEMENT:

1.1 The purpose of this Agreement is to establish the relationships between, and set the responsibilities of, the parties of the Agreement (a) by CALEA's assessing the Agency's compliance with applicable standards established by CALEA in order for CALEA to determine if the Agency is eligible for designation as accredited, and (b) by the Agency's maintaining compliance with those standards by which they were accredited.

2. AGENCY'S RESPONSIBILITIES: The Agency agrees to:

2.1 Provide all information, documents, files, records, and other data as required by CALEA so far as the same may be provided in accordance with laws, regulations, and ordinances of the state, county, locality, or municipality in which the agency is located.

2.2 Fully and accurately respond to all communications from CALEA within ten (10) business days from the receipt thereof.

3. CALEA'S RESPONSIBILITIES: CALEA agrees to:

3.1 Provide necessary documentation, forms, and instructions regarding the accreditation process.

3.2 Provide CALEA-trained Assessors for the purpose of conducting an on-site assessment of the Agency's compliance with applicable standards.

CALEA will not accept this agreement if it is not executed by June 30, 2021.

June 2021

3.3 Promptly analyze compliance data and advise the Agency of the results of the on-site assessment and the need for additional information, if any.

3.4 Conduct a hearing and certify the Agency as accredited if the relevant standards are complied with.

3.5 If the Agency is accredited (a) provide a certificate, and (b) make available indicia of accreditation.

3.6 If the Agency is not accredited following an examination of compliance with applicable standards, provide the Agency with reasons for CALEA's decision.

4. TIME PERIOD COVERED BY THIS AGREEMENT:

4.1 This Agreement shall take effect when the Agency's Chief Executive Officer, or authorized representative, and the Executive Director of CALEA, acting on its behalf, signs the Agreement. This Agreement shall be effective upon signing by the second party, the "Effective Date."

4.2 The terms and covenants of this Agreement shall terminate in the following circumstances:

(a) Upon expiration of the 36 month for accreditation following the effective date of this Agreement unless a successful on-site assessment is completed within that period of time or the non-payment of an annual contract extension fee for additional time; or

(b) Upon written notice by the Agency that it withdraws from the accreditation process; or

(c) Upon termination pursuant to Section 5.2 or 6.1 hereof; or

(d) Upon expiration or revocation of the Agency's accredited status; or

(e) Notwithstanding any other provisions herein, at the option of either the Agency or CALEA, upon at least sixty (60) days prior notice by such party to the other specifying the date of termination.

4.3 CALEA may, at its discretion, upon request by the Agency, extend this Agreement in accordance with the terms and provisions of the CALEA Process and Programs Guide.

5. MODIFICATION:

5.1 There shall be no modifications of this Agreement except in writing, signed by both parties, and executed with the same formalities as this document.

5.2 The Agency recognizes and acknowledges that it will be necessary for CALEA to make reasonable modifications and amendments to this Agreement, fees and other related documents, including but not limited to the accreditation standards and procedures thereto and hereby agrees to endorse all modifications and amendments which the Agency deems reasonable. In the event the Agency deems such modifications or amendments unreasonable, CALEA reserves the right to terminate this Agreement after due consideration thereof by giving notice by registered or certified mail, return receipt requested, that in the event the Agency refuses to accept and execute such modifications or amendments, then and in such event, this Agreement will be terminated.

Dobbs Ferry Village Police Department

6. TIME AND MANNER OF PAYMENT:

6.1 The Agency may elect several options for payment of the initial accreditation fee, which is not refundable. The initial accreditation fee includes access to CALEA PowerDMS Accreditation Tool software. The software log in credential will be provided after this Agreement is executed. All accreditation fees must be paid in full prior to requesting on-site assessment. CALEA reserves the right to terminate this Agreement if an installment payment is delinquent by more than sixty days.

6.1 (a) Accreditation Payment Option

Our agency elects Single installment(s) accreditation payment option. The amount of \$11450 is herein remitted to CALEA. Purchase Order, is herein remitted with Agreement.

AND

The Agency will be billed for CALEA's projected on-site assessment charge and payment will be required prior to the on-site assessment.

6.2 If the Agency is determined ineligible to apply for participation in the accreditation program, a full refund of all sums paid will be returned to the Agency.

6.3 One month after the initial accreditation award, the agency will be billed the Annual Continuation Fee. The Continuation Fee of \$4065 is defined as the Service Charge and estimated On-site Assessment Charge for reaccreditation subject to change after each reaccreditation award with the limitations contained in this Section 6.3. The Continuation Fee will be billed to the Agency and paid in annual installments, due by the 1st, 13th, 25th, and 37th months following the initial award and each subsequent awards thereafter. Any adjustments to annual Continuation Fees will be made at the beginning of each reaccreditation award period.

6.4 CALEA reserves the right to terminate this Agreement if any payment required of Agency is delinquent by more than sixty (60) days.

7. CALEA AS AN INDEPENDENT CONTRACTOR:

7.1 In all matters pertaining to this Agreement, CALEA shall be acting as an independent contractor and neither CALEA nor any officer, employee, or agent of CALEA will be deemed an employee of the Agency. The selection and designation of the personnel of CALEA in performance of its responsibilities under this Agreement shall be made by CALEA.

7.2 In all matters pertaining to this Agreement and the relationship between the parties thereto, the Executive Director of CALEA will act in the name of CALEA.

8. AUTHORITY:

8.1 The person signing on behalf of the Agency hereby represents and warrants that he or she has the power and authority to execute this Agreement and to bind said Agency to all terms and covenants contained herein including, but not limited to, the provisions of this Section 8.

Dobbs Ferry Village Police Department

9. INTEGRATION:

9.1 This instrument embodies the whole Agreement of the parties. The parties warrant that there are no promises, terms, conditions, or obligations other than those contained herein. This Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties hereto.

10. SEVERABILITY:

10.1 If any provision of this Agreement or the application of such provision to any person or circumstance shall be held invalid, the remainder of this Agreement and the application of such provisions to persons or circumstances other than those to which it is held invalid shall not be affected thereby.

11. WARRANTY NOT INTENDED OR IMPLIED:

11.1 It is understood that CALEA's award of accreditation does not constitute a warranty, express or implied, of total or continued compliance by the Agency with all applicable standards of accreditation and, further, that it is not a substitute for the Agency's ongoing and in-depth monitoring and evaluation of its activities and the quality of its services.

12. WAIVER:

12.1 Any waiver by CALEA or any breach of this Agreement by the Agency shall relate only to that particular breach and shall not amount to a general waiver.

13. NOTICE:

13.1 Any notice between the parties shall be in writing and sent postage prepaid, to the addresses as specified in the preamble of this Agreement or to such other address as either party may specify in writing in accordance with this section.

14. HEADINGS:

14.1 The headings of this Agreement shall not be deemed part of it and shall not in any way affect its construction.

15. CONSENT TO BE BOUND:

15.1 Agency accepts CALEA's decisions as the final authority on all matters relating to CALEA's standards and accreditation program.

Dobbs Ferry Village Police Department

16. APPROPRIATE COPYRIGHT USE OF COMMISSION MATERIALS:

16.1 CALEA Publications are protected by U.S. and International Copyright Laws. Copyright-protected materials may not be copied, reproduced, changed, altered, distributed, used in the creation of derivative works, stored in a retrieval system, or transmitted in any form, or by any means – electronic, mechanical, photocopying, recording or otherwise – without the express written permission of CALEA.

17. APPROPRIATE TRADEMARK USE OF COMMISSION MATERIALS:

17.1 CALEA's trademarks and trade dress may not be used in connection with any product or service that is not CALEA's in any manner that is likely to cause confusion among customers, or in any manner that disparages or discredits CALEA or that otherwise dilutes any of CALEA's trademarks.

18. POWERDMS DOCUMENT ACCREDITATION MANAGEMENT SOLUTION:

18.1 CALEA recognizes PowerDMS, Inc. ("PowerDMS") as exclusive provider for CALEA accreditation management software.

19. CONFIDENTIALITY:

19.1 CALEA shall receive and hold confidential any and all reports, files, records, and other data obtained from the Agency pursuant to this Agreement. CALEA shall not disclose, distribute, or release to any person or organization contents thereof, either provided by the Agency or developed by CALEA in the furtherance of its responsibilities under this Agreement.

Exceptions to this confidentiality clause include valid court orders issued by any federal or state court directing the release of such information. Additionally, CALEA shall be authorized by the Agency to conduct an open meeting regarding the Agency's candidacy for accreditation, or, its continued compliance with applicable standards. This shall include but not be limited to all factual matters relating to the assessment of the agency for accreditation, and all comments which form a basis for the opinion either in favor of or against accreditation.

Requests to waive the open meeting exclusion must be made by the Agency in writing and define the specific content or information held by CALEA that shall not be disclosed.

Notwithstanding specific instructions of the Agency, any agent or employee of CALEA shall be authorized to receive information, either provided by the Agency or developed by the CALEA in furtherance of its responsibilities under the agreement.

Dobbs Ferry Village Police Department

IN WITNESS WHEREOF, CALEA has caused this Agreement to be executed by the Executive Director of CALEA, acting on its behalf, on _____, 20 ____.

Witness:

By _____

By _____
(signature)

Manuel R Guevara
(typed name)

Chief of Police
(title)*

By _____

By _____
(signature)

(typed name)

(title)**

IN WITNESS WHEREOF, CALEA has caused this Agreement to be executed by the Executive Director of CALEA, acting on its behalf, on _____, 20 ____.

Witness:

**The Commission on Accreditation for Law Enforcement
Agencies, Inc.**

By _____

By _____
Executive Director


*Title of the Agency's Chief Executive Officer.

**Title of the appropriate civil authority in the event such signature is required to effect this Agreement. If not required, please so note in this signature block.

Adm 61-06/2020

Dobbs Ferry Village Police Department

The C.A.L.E.A. Law Enforcement Enrollment Form is as follows:

	
LAW ENFORCEMENT ENROLLMENT FORM	
Agency Name: <u>Dobbs Ferry Village Police Department</u>	
Street Address: <u>112 Main Street</u>	
P.O. Box No: _____	P.O. Box Zip/Postal Code <u>10522</u>
City: <u>Dobbs Ferry</u>	State/Province: <u>NY</u>
Zip/Postal Code: <u>10522</u>	
Agency Telephone: <u>9146935500</u>	Agency Fax: _____
Special Shipping Instructions: _____	
Total Authorized Full-time Employees: Sworn: <u>27</u> Non-sworn <u>2</u> Total <u>29</u>	
Agency's Chief Executive Officer	
Name: <u>Manuel R Guevara</u>	
Title: <u>Chief of Police</u>	
Telephone: <u>914-693-5500</u>	E-mail: <u>mguevara@dobbsferrypolice.com</u>
Agency's Accreditation Contact	
Name: <u>Manuel R Guevara</u>	
Title: <u>Chief of Police</u>	
Telephone: <u>914-693-5500</u>	E-mail: <u>mguevara@dobbsferrypolice.com</u>
<p>The commitment our agency must make in working with CALEA toward accreditation is understood and accepted. Also, we are prepared to provide information promptly concerning our agency that CALEA requires in making its determination for awarding accreditation. It is also understood that our agency is entering into a nonadversarial working relationship with CALEA and that our agency can terminate its status at any time upon notice as indicated in the aforementioned Agreement, Section 4.2.</p>	
Date: _____	By: _____ Signature
	<u>Manuel R Guevara</u> Typed Name
	<u>Chief of Police</u> Title

September 2012 ADM51 (09/12)

Chief Guevara discussed the C.A.L.E.A. Program and said this is one of the recommendations that came out of police reform and we need the Board's approval to send in the requisition.

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

RESOLUTION 43-2021

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE VILLAGE OF DOBBS FERRY
TO AUTHORIZE CHIEF MANUEL GUEVARA TO ENTER INTO AN AGREEMENT WITH THE
COMMISSION ON ACCREDITATION FOR LAW ENFORCEMENT AGENCIES (C.A.L.E.A.)
WITH AN APPLICATION FEE OF \$11,450.00**

NOW THEREFORE BE IT RESOLVED that the Board of Trustees authorizes Chief Manuel Guevara to enter into an agreement with the Commission of Accreditation for Law Enforcement Agencies (C.A.L.E.A.) with an application fee of \$11,450.00.

MAYOR ROSSILLO	<input checked="" type="checkbox"/> AYE	<input type="checkbox"/> NAY	<input type="checkbox"/> ABSTAIN	<input type="checkbox"/> RECUSE	<input type="checkbox"/> ABSENT/EXCUSED
DEPUTY MAYOR CASSELL	<input checked="" type="checkbox"/> AYE	<input type="checkbox"/> NAY	<input type="checkbox"/> ABSTAIN	<input type="checkbox"/> RECUSE	<input type="checkbox"/> ABSENT/EXCUSED
TRUSTEE DAROCZY	<input checked="" type="checkbox"/> AYE	<input type="checkbox"/> NAY	<input type="checkbox"/> ABSTAIN	<input type="checkbox"/> RECUSE	<input type="checkbox"/> ABSENT/EXCUSED
TRUSTEE KNELL	<input checked="" type="checkbox"/> AYE	<input type="checkbox"/> NAY	<input type="checkbox"/> ABSTAIN	<input type="checkbox"/> RECUSE	<input type="checkbox"/> ABSENT/EXCUSED
TRUSTEE PATINO	<input checked="" type="checkbox"/> AYE	<input type="checkbox"/> NAY	<input type="checkbox"/> ABSTAIN	<input type="checkbox"/> RECUSE	<input type="checkbox"/> ABSENT/EXCUSED
TRUSTEE SULLIVAN	<input checked="" type="checkbox"/> AYE	<input type="checkbox"/> NAY	<input type="checkbox"/> ABSTAIN	<input type="checkbox"/> RECUSE	<input type="checkbox"/> ABSENT/EXCUSED
TRUSTEE TAYLOR	<input checked="" type="checkbox"/> AYE	<input type="checkbox"/> NAY	<input type="checkbox"/> ABSTAIN	<input type="checkbox"/> RECUSE	<input type="checkbox"/> ABSENT/EXCUSED
VOTE TOTALS	AYE: 7	NAY: 0	ABSTAIN: 0	RECUSE: 0	ABSENT/EXCUSED: 0
RESULT:	MOTION PASSES				

Consider a resolution to postpone the Sewer Rent levy of open/past due charges

Ms. Dickson said she has been working with Mr. Leins and Mr. Chuhta to look this over. Ms. Dickson said you are coming up on a year with the Sewer Rent Program formalized and there are a number of accounts in arrears. Ms. Dickson said you don't lose the right to levy as taxes, but it provides an opportunity for those who are just getting up to speed on the ramifications of not bringing the accounts up to square. Ms. Dickson said these past due amounts are considered by statute to be liens against the real property so we would like to be able to disseminate clearer information about the ramifications of having a lien that could be foreclosed on your property in the nature of a tax lien and encourage people to redeem these arrears and bring their accounts up to 100%, so by waiving the levy this first year it provides you with that opportunity that seems equitable and fair and provides this opportunity for your residents, which you don't have to do, but are welcome to do. Ms. Dickson said if the same amounts remain in arrears or some other amount remains in arrears next year you can easily levy them in the nature of tax liens and notice will be provided and it will show up on your tax bill.

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

RESOLUTION 44-2021

RESOLUTION OF THE BOARD OF TRUSTEES OF THE VILLAGE OF DOBBS FERRY TO POSTPONE THE LEVY OF SEWER RENT LIENS AS PROPERTY TAXES

WHEREAS, on March 10, 2020, the Village of Dobbs Ferry established a Sewer Rent Program by local law, the purpose for which was to more equitably distribute the costs associated with the public sanitary sewer system among all benefitted properties in the Village; and

WHEREAS, in accordance with NYS General Municipal Law Section 452, delinquent sewer rents are automatically classified as a priority lien on the benefitted property which may be collected by either direct foreclosure action or levied for collection and enforcement along with real property taxes.

NOW THEREFORE BE IT RESOLVED, that the Board of Trustees, while reserving all rights afforded by General Municipal Law to collect delinquent sewer rent liens, hereby postpones the initial levy of sewer rent liens as real property taxes in the interest of equity and provides an extended opportunity for Village property owners to redeem the liens and bring sewer rent accounts up to date.

MAYOR ROSSILLO	<input checked="" type="checkbox"/> AYE	<input type="checkbox"/> NAY	<input type="checkbox"/> ABSTAIN	<input type="checkbox"/> RECUSE	<input type="checkbox"/> ABSENT/EXCUSED
DEPUTY MAYOR CASSELL	<input checked="" type="checkbox"/> AYE	<input type="checkbox"/> NAY	<input type="checkbox"/> ABSTAIN	<input type="checkbox"/> RECUSE	<input type="checkbox"/> ABSENT/EXCUSED
TRUSTEE DAROCZY	<input checked="" type="checkbox"/> AYE	<input type="checkbox"/> NAY	<input type="checkbox"/> ABSTAIN	<input type="checkbox"/> RECUSE	<input type="checkbox"/> ABSENT/EXCUSED
TRUSTEE KNELL	<input checked="" type="checkbox"/> AYE	<input type="checkbox"/> NAY	<input type="checkbox"/> ABSTAIN	<input type="checkbox"/> RECUSE	<input type="checkbox"/> ABSENT/EXCUSED
TRUSTEE PATINO	<input checked="" type="checkbox"/> AYE	<input type="checkbox"/> NAY	<input type="checkbox"/> ABSTAIN	<input type="checkbox"/> RECUSE	<input type="checkbox"/> ABSENT/EXCUSED
TRUSTEE SULLIVAN	<input checked="" type="checkbox"/> AYE	<input type="checkbox"/> NAY	<input type="checkbox"/> ABSTAIN	<input type="checkbox"/> RECUSE	<input type="checkbox"/> ABSENT/EXCUSED
TRUSTEE TAYLOR	<input checked="" type="checkbox"/> AYE	<input type="checkbox"/> NAY	<input type="checkbox"/> ABSTAIN	<input type="checkbox"/> RECUSE	<input type="checkbox"/> ABSENT/EXCUSED
VOTE TOTALS	AYE: 7	NAY: 0	ABSTAIN: 0	RECUSE: 0	ABSENT/EXCUSED: 0
RESULT:	MOTION PASSES				

Consider a resolution to authorize the submission of the Multi-Modal #4 Grant Application

Mr. Richard Leins/Interim Village Administrator sent the following memorandum dated May 20, 2021 to Mayor Rossillo and the Board of Trustees:

Village of Dobbs Ferry

Mayor
Vincent Rossillo

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



Village Administrator
Richard Leins

Village Treasurer
Jeff Chuhta

Village Clerk
Elizabeth Dreaper

Village Justice
David Koenigsberg

MEMORANDUM

From: Office of the Village Administrator

To: Mayor Rossillo and the Board of Trustees

Re: Request to submit application for Multi-Modal grant to promote pedestrian safety

Date: May 20, 2021

In February 2020, Assemblymember Tom Abinanti's office offered the Village an opportunity to apply for an \$80,000 Multi Modal grant through the New York State Department of Transportation to promote pedestrian safety. The program provides reimbursed funding for transportation capital projects including those that enhance pedestrian safety. The program does not require matching funds from the Village, but is reimbursement-based and therefore we would need to finance the project implementation and then seek reimbursement for the project that has been pre-approved by the state. The Village Administrator's office began the application in March 2020, but with the onset of COVID-19, the effort was temporarily set aside to devote time, money and attention to coping with the public health emergency. We now would like to resume the application process with due expediency so as not to lose the opportunity.

With the infrastructure priorities of the Traffic Committee in mind, as well as recommendations from both the Police Department and the Department of Public Works, we would like to apply for funds to develop a pedestrian island and curb extension at the crosswalk at the intersection of Ashford Avenue and Storm Street. In addition, if the budget allows, we would consider a Hawk signal or a flashing beacon at the crosswalk at the intersection of Broadway and Maple Street. We are confirming a more precise estimate for installation of a pedestrian refuge and curb extension with our engineer, as well as requesting our Village planning consultant to review the proposal. We will be working with grant writer Fiona Matthew on the application.

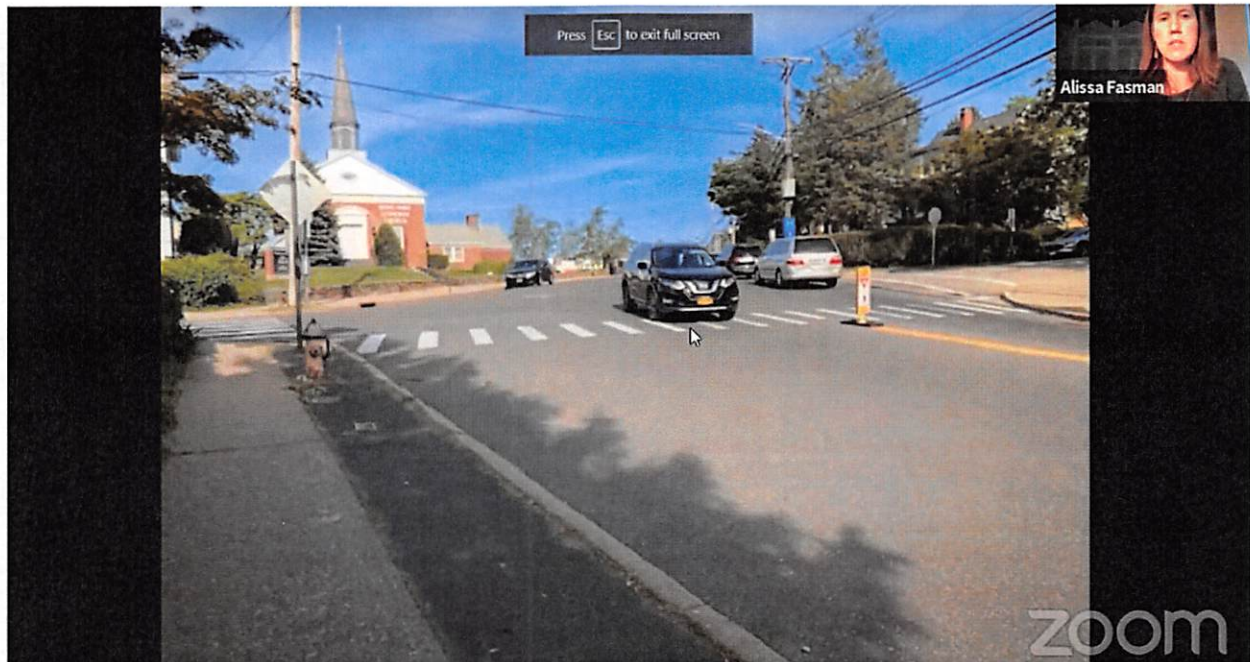
As you may be aware, Ashford Avenue at the intersection with Storm Street widens significantly and is situated on a curve at the crest of a hill that can obscure driver sightlines. For this reason the Traffic Committee identified improvements to this intersection as the top infrastructure priority this year. We will work with our emergency services and Department of Public Works to ensure that the narrower crossing leaves adequate space for fire vehicles and snow plows.

We look forward to your feedback on the submission of the grant application.

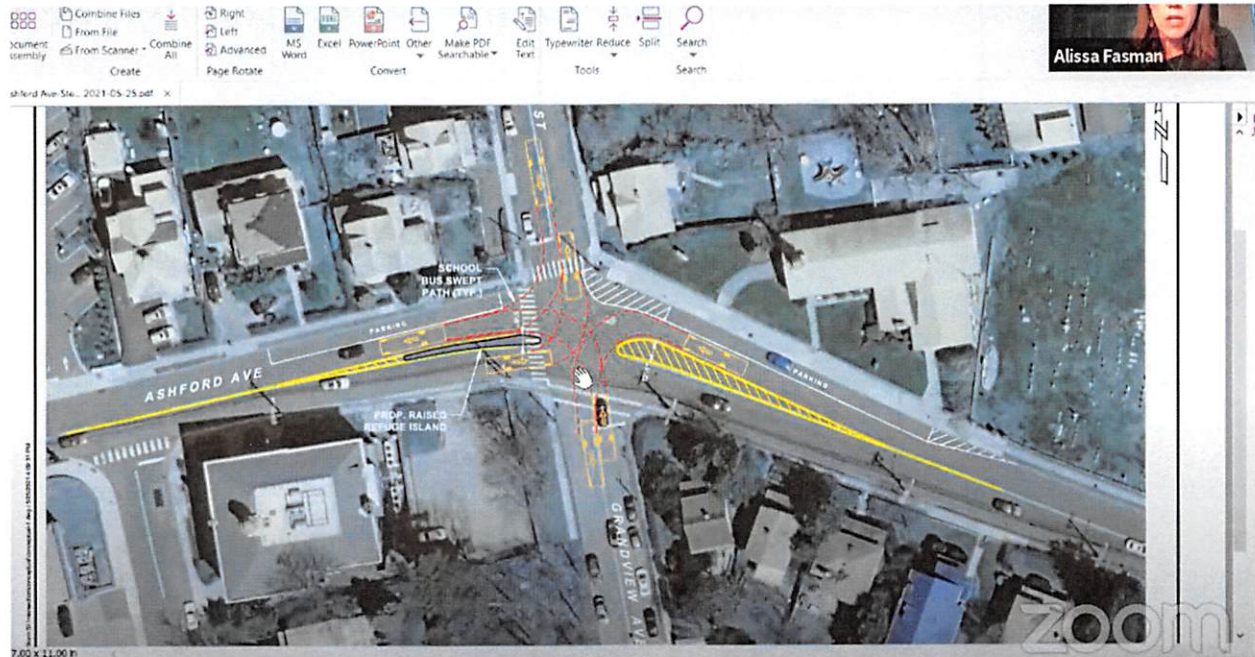
112 Main Street, Dobbs Ferry, NY 10522 • Telephone: (914) 231-8500 • Fax: (914) 693-3470
Webpage: www.dobbsferry.com

Ms. Fasman said she has a conceptual drawing from Hahn Engineering. Ms. Fasman said last year we were offered the grant opportunity from Assemblymember Tom Abinanti's office who applied for this grant for \$80,000.00. Ms. Fasman said we began the application in late February/early March and as we all know the pandemic struck and we put it on hold. Ms. Fasman said we have the opportunity to resume that application. Ms. Fasman said the money is supposed to be used to improve pedestrian safety.

Ms. Fasman discussed proposed pedestrian safety improvement projects and displayed the following slides:







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

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

RESOLUTION 45-2021

RESOLUTION OF THE BOARD OF TRUSTEES OF THE VILLAGE OF DOBBS FERRY TO AUTHORIZE THE SUBMISSION OF THE MULTI-MODAL #4 GRANT APPLICATION

WHEREAS, the Board of Trustees is interested in improving pedestrian safety in the Village, and the Village Traffic Committee has identified the pedestrian crossing at the intersection of Ashford Avenue and Storm Street as a point of concern,

NOW, THEREFORE, BE IT RESOLVED, that the Board of Trustees of the Village of Dobbs Ferry hereby authorizes the Village Administrator to submit an application for the Multi-Modal #4 grant opportunity to improve the pedestrian crossing at the intersection of Ashford Avenue and Storm Street.

MAYOR ROSSILLO	<input checked="" type="checkbox"/> AYE	<input type="checkbox"/> NAY	<input type="checkbox"/> ABSTAIN	<input type="checkbox"/> RECUSE	<input type="checkbox"/> ABSENT/EXCUSED
DEPUTY MAYOR CASSELL	<input checked="" type="checkbox"/> AYE	<input type="checkbox"/> NAY	<input type="checkbox"/> ABSTAIN	<input type="checkbox"/> RECUSE	<input type="checkbox"/> ABSENT/EXCUSED
TRUSTEE DAROCZY	<input checked="" type="checkbox"/> AYE	<input type="checkbox"/> NAY	<input type="checkbox"/> ABSTAIN	<input type="checkbox"/> RECUSE	<input type="checkbox"/> ABSENT/EXCUSED
TRUSTEE KNELL	<input checked="" type="checkbox"/> AYE	<input type="checkbox"/> NAY	<input type="checkbox"/> ABSTAIN	<input type="checkbox"/> RECUSE	<input type="checkbox"/> ABSENT/EXCUSED
TRUSTEE PATINO	<input checked="" type="checkbox"/> AYE	<input type="checkbox"/> NAY	<input type="checkbox"/> ABSTAIN	<input type="checkbox"/> RECUSE	<input type="checkbox"/> ABSENT/EXCUSED
TRUSTEE SULLIVAN	<input checked="" type="checkbox"/> AYE	<input type="checkbox"/> NAY	<input type="checkbox"/> ABSTAIN	<input type="checkbox"/> RECUSE	<input type="checkbox"/> ABSENT/EXCUSED
TRUSTEE TAYLOR	<input checked="" type="checkbox"/> AYE	<input type="checkbox"/> NAY	<input type="checkbox"/> ABSTAIN	<input type="checkbox"/> RECUSE	<input type="checkbox"/> ABSENT/EXCUSED
VOTE TOTALS	AYE: 7	NAY: 0	ABSTAIN: 0	RECUSE: 0	ABSENT/EXCUSED: 0
RESULT:	MOTION PASSES				

Consider a resolution authorizing the Interim Village Administrator to sign a municipal lease agreement with Bauer Office Solutions

Mr. Jeff Chuhta/Village Treasurer sent the following memorandum dated May 20, 2021 to Mayor Rossillo and the Board of Trustees:

Village of Dobbs Ferry

Mayor
Vincent Rossillo

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



Interim Village Administrator
Richard Leins

Village Treasurer
Jeff Chuhta

Village Clerk
Elizabeth Dreaper

Village Justice
David Koenigsberg

MEMORANDUM

TO: Mayor and Board of Trustees
FROM: Jeff Chuhta, Village Treasurer
CC: Richard Leins, Interim Village Administrator
DATE: May 20, 2021
RE: Recommendation for Copier Lease

My staff has been working on updating the copiers that are located in the Administrative Offices, Justice Court, Police Department, and Recreation Department. We are recommending replacing four (4) copiers in total. The term and maintenance agreement on the current copiers expired in September 2020, and we would like to replace them with four Cannon copiers that have customer support included. After careful consideration, we are recommending a Municipal Lease Agreement with Bauer Office Solutions that has a 60 month term that costs \$330 per month, and includes service support. That amounts to \$3,960 per year, and \$19,800 over five years. Additionally, the departments will be charged \$0.006/page for each black copy/print and \$0.045/page for color copies/prints which will cover the cost of toner. Only Administration and Recreation will have the ability to print in color.

Thank you for your consideration.

Lease agreement is as follows:



Bill To: Village of Dobbs Ferry 112 Main Street Dobbs Ferry, NY 10522	Ship To: Same
--	----------------------

Date	Terms	Salesperson	Ship Via
3/15/2021	60 Month FMV Lease	Jonathan Ide	Bauer
Quantity	Description	Unit Price	Amount
1	Canon imageRUNNER ADVANCE DX C5760i		\$330/month
1	Cassette Feeding Unit-AM1		
1	Staple Finisher-Y1 with Buffer Pass-L1		
1	2/3 Hole Puncher Unit-A1		
1	Super G3 Fax Board-AS2		
1	Canon imageRUNNER ADVANCE DX C5735i		
1	Cassette Feeding Unit-AM1		
1	Inner Finisher-H1		
1	Inner 2/3 Hole Puncher-B1		
1	Super G3 Fax Board-AS2		
1	Canon imageRUNNER ADVANCE DX 4745i		
1	Cassette Feeding Unit-AN1		
1	Inner Finisher-J1		
1	Inner 2/3 Hole Puncher-B1		
1	Super G3 Fax Board-BF1		
1	Canon imageRUNNER ADVANCE DX 527iF		
1	Cassette Feeding Unit-AR1		
1	Convenience Stapler-A1		
1			
Install	Delivery, installation, custom configuration, networking, and onsite operator training is included at no charge.		
Removal & Return	Removal and return of existing equipment anywhere within 150 miles of the pickup location is also included at no charge.		
	Please see page 2 for Service Contract details		
Accepted by: _____ Date: _____ <i>Authorized Buyer's Signature</i>		Shipping	\$0.00
Print Name: _____ Title: _____ <i>All orders are subject to Manager's approval</i>		Sub Total	\$330/month
		Sales Tax	Exempt
		Total	\$330/month

Serving the tri state area since 1982
 144 EAST 44th STREET P 212-949-7180
 NEW YORK, NY 10017 F 212-949-7184

www.bauerofficesolutions.com
 6 WESTCHESTER PLAZA P 914-226-8200
 ELMSFORD, NY 10523 F 212-949-7184



Bill To: Village of Dobbs Ferry 112 Main Street Dobbs Ferry, NY 10522	Ship To: Same
--	----------------------

Date	Terms	Salesperson	Ship Via
3/15/2021	60 Month FMV Lease	Jonathan Ide	Bauer
Quantity	Description	Unit Price	Amount
Service	<p>Service includes all supplies, parts, labor, service, and service calls for an unlimited amount of calls per contract period. All sales items, parts, and supplies are Canon Genuine only. The only item not included is paper.</p> <p>Response time for onsite service is within 4 hours of the time the call is placed. Help Desk and Remote Support are available anytime between 8:30am and 5:00pm Monday through Friday.</p> <p>All work provided, including trucking, logistics, installation, etc. is performed by Bauer employees.</p> <p>Service rates are locked for 60 months.</p>		
Black	Black copies/prints will be billed monthly in arrears at \$0.006 each for all devices.		
Color	Color copies/prints will be billed monthly in arrears at \$0.045 each for all devices.		
+	Unconditional Customer Confidence Guarantee Bauer will guarantee the performance of the devices under this contract with full replacement at your discretion if the copier fails to meet any of the manufacturer specified performance standards. If requested, a loaner device can be placed within 24 hours at no charge while repairs or replacement are underway. This contract is valid for 5 years from the time of installation.		
++	First year of black & white printing at no charge. Black meter counts will begin in month 13. Toner is included.		
Accepted by: _____ Date: _____ <i>Authorized Buyer's Signature</i>		Shipping	\$0.00
Print Name: _____ Title: _____ <i>All orders are subject to Manager's approval</i>		Sub Total	\$0.00
		Sales Tax	Exempt
		Total	\$0.00

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 ELMSFORD, NY 10523 F 212-949-7184



CANON FINANCIAL SERVICES, INC. ("CFS")
Remittance address: 14904 Collections Center Drive
Chicago, Illinois 60693 (800) 220-0200

MUNICIPAL LEASE AGREEMENT

Fair Market Value
CFS-1043 (01/17)

CFS' AGREEMENT
NUMBER

CUSTOMER (FULL LEGAL NAME)		DBA	PHONE	
Village of Dobbs Ferry			(914) 231-8508	
BILLING ADDRESS		CITY	COUNTY	STATE ZIP
112 Main Street		Dobbs Ferry		NY 10522
EQUIPMENT ADDRESS		CITY	COUNTY	STATE ZIP
Same				

EQUIPMENT INFORMATION			NUMBER AND AMOUNT OF PAYMENTS	
Quantity	Serial Number	Make/Model/Description	Number of Payments	Total Payment *
1		Canon imageRUNNER ADVANCE DX C5760i	60	130.00
1		Canon imageRUNNER ADVANCE DX C5735i	60	86.00
1		Canon imageRUNNER ADVANCE DX 4745i	60	78.00
1		Canon imageRUNNER ADVANCE DX 527iF	60	36.00

* Plus Applicable Taxes

TERM	PAYMENT FREQUENCY	END OF TERM PURCHASE OPTION
60 (in months)	<input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Other:	Fair Market Value

THIS AGREEMENT IS NON-CANCELABLE BY CUSTOMER EXCEPT AS DESCRIBED IN THE FISCAL FUNDING PROVISION HEREIN. CUSTOMER REPRESENTS THAT ALL ACTION REQUIRED TO AUTHORIZE THE EXECUTION OF THIS AGREEMENT ON BEHALF OF CUSTOMER BY THE FOLLOWING SIGNATORIES HAS BEEN TAKEN. THE UNDERSIGNED HAS READ, UNDERSTANDS AND HEREBY AGREES TO ALL OF THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT.

ACCEPTED CANON FINANCIAL SERVICES, INC. By: _____ Title: _____ Date: _____		AUTHORIZED CUSTOMER SIGNATURE By: X _____ Title: _____ Printed Name: _____ Email Address: _____ By: X _____ Title: _____ Printed Name: _____ Email Address: _____	
--	--	--	--

To: Canon Financial Services, Inc. ("CFS")

ACCEPTANCE CERTIFICATE

Customer certifies that (a) the Equipment referred to in this Agreement has been received, (b) installation has been completed, (c) the Equipment has been examined by Customer and is in good operating order and condition and is, in all respects, satisfactory to Customer, and (d) the Equipment is irrevocably accepted by Customer for all purposes under this Agreement. Accordingly, Customer hereby authorizes billing under this Agreement.

Signature: _____ Printed Name: _____ Title (if any): _____ Date: _____

TERMS AND CONDITIONS

- 1. AGREEMENT:** CFS leases to Customer, a _____ (state name or political subdivision or agency) of _____ (State name), with its chief executive office at _____, and Customer leases from CFS, with its place of business at 158 Galther Drive, Suite 200, Mount Laurel, New Jersey 08054, all the equipment described above, together with all replacement parts and substitutions for and additions to such equipment ("Equipment"), upon the terms and conditions set forth in this Municipal Lease Agreement ("Agreement").
- 2. TERM OF AGREEMENT:** This Agreement shall be effective on the date the Equipment is delivered to Customer ("Commencement Date"), provided Customer executes CFS' form of acceptance ("Acceptance Certificate") or otherwise accepts the Equipment as specified herein. The term of this Agreement begins on the date accepted by CFS or any later date that CFS designates ("Agreement Date"), and shall consist of the payment periods specified above and any renewal periods. After acceptance of the Equipment, Customer shall have no right to revoke such acceptance or cancel this Agreement during the term hereof, except as set forth herein. The term of this Agreement shall end, unless sooner terminated by CFS after an event of default or under the Fiscal Funding provision, when all amounts required to be paid by Customer under this Agreement have been paid as provided and either (a) Customer has purchased the Equipment in accordance with the terms hereof or (b) the Equipment has been returned at the end of the scheduled term or renewal term in accordance with the terms hereof. Except as provided herein, Customer has no right to return the Equipment to CFS.
- 3. PAYMENTS:** Customer agrees to pay to CFS, as invoiced, during the term of this Agreement, (a) the payments specified under "Number and Amount of Payments" above, and (b) such other amounts permitted hereunder as invoiced by CFS ("Payments"). Such Payments are comprised of the principal and interest thereon. The amount of each Payment is based on the supplier's best estimate of the cost of the Equipment. Customer authorizes CFS to adjust the Payment herein by up to fifteen percent (15%) if the actual total cost of the Equipment, including any sales or use tax, is more or less than originally estimated. Customer's obligation to pay all amounts due under this Agreement and all other obligations hereunder shall be absolute and unconditional and is not subject to any abatement, set-off, defense or counterclaim for any reason whatsoever.
- 4. APPLICATION OF PAYMENTS:** All Payments received by CFS from Customer under this Agreement will be applied to amounts due and payable hereunder chronologically, based on the date of the charge as shown on the invoice for each such amount, and among amounts having the same date in such order as CFS, in its discretion, may determine.
- 5. NO CFS WARRANTIES; CUSTOMER ACKNOWLEDGES THAT CFS IS NOT A MANUFACTURER, DEALER, OR SUPPLIER OF THE EQUIPMENT.** CUSTOMER AGREES THAT THE EQUIPMENT IS LEASED "AS IS" AND IS OF A SIZE, DESIGN AND CAPACITY SELECTED BY CUSTOMER. CUSTOMER ACKNOWLEDGES THAT CFS HAS MADE NO REPRESENTATION OR WARRANTY WITH RESPECT TO THE SUITABILITY OR DURABILITY OF THE EQUIPMENT. THE ABSENCE OF ANY CLAIM OF INFRINGEMENT OR THE LIKE, OR ANY OTHER REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE EQUIPMENT INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Any warranty with respect to the Equipment made by the manufacturer, dealer, or supplier is separate from, and is not a part of, this Agreement and shall be for the benefit of CFS, Customer and CFS' successors or assignees, if any. So long as Customer is not in breach or default of this Agreement, CFS assigns to Customer any warranties (including those agreed to between Customer and the manufacturer, dealer, or supplier) which CFS may have with respect to any item of Equipment; provided that the scope and limitations of any such warranty shall be solely as set out in any agreement between Customer and such manufacturer, dealer, or supplier or as otherwise specified in warranty materials from such manufacturer, dealer, or supplier and shall not include any implied warranties arising solely from CFS' acquisition of the Equipment. CUSTOMER ACKNOWLEDGES THAT NEITHER THE SUPPLIER NOR ANY DEALER IS AUTHORIZED TO WAIVE OR ALTER ANY TERM OF THIS AGREEMENT OR ANY SCHEDULE, OR TO MAKE ANY REPRESENTATION OR WARRANTY WITH RESPECT TO THIS AGREEMENT OR THE EQUIPMENT ON BEHALF OF CFS.
- 6. FISCAL FUNDING:** Customer warrants that it has funds available to pay Payments payable pursuant to this Agreement until the end of its current appropriation period and warrants that it presently intends to make Payments in each appropriation period from now until the end of this Agreement. The officer of Customer responsible for preparation of Customer's annual budget shall request from its legislative body or funding authority funds to be paid to CFS under this Agreement. If notwithstanding the making in good faith of such request in accordance with appropriate procedures and with the exercise of reasonable care and diligence, such legislative body or funding authority does not appropriate funds to be paid to CFS for the Equipment, Customer may, upon prior written notice to CFS, effective upon the exhaustion of the funding authorized for the then current appropriation period, return the Equipment to CFS, at Customer's expense and in accordance with this Agreement, and thereupon, Customer shall be released of its obligation to make Payments to CFS due thereafter, provided: (1) the Equipment is returned to CFS as provided for in the Agreement; (2) the above described notice states the failure of the legislative body or funding authority to fund the Equipment pursuant to the terms of this Agreement; CFS shall retain all sums paid by Customer. Customer's Payment obligations under this Agreement in any fiscal year shall constitute a current expense of Customer for such fiscal year, and shall not constitute indebtedness or a multiple fiscal year obligation of Customer under Customer's state constitution, state law or home rule charter. Nothing in this Agreement shall constitute a pledge by Customer of any taxes or other monies, other than as appropriated for a specific fiscal year for this Agreement and the Equipment.
- 7. ACCEPTANCE; DELIVERY:** Customer's execution of the Acceptance Certificate, or other confirmation of Customer's acceptance of the Equipment, shall conclusively establish that the Equipment has been delivered to and accepted by Customer for all purposes of this Agreement and Customer may not for any reason revoke that acceptance; however, if Customer has not, within ten (10) days after delivery of such Equipment, delivered to CFS written notice of non-acceptance, specifying the reasons therefor and specifically referencing this Agreement, Customer shall be deemed to have irrevocably accepted such Equipment. CFS is the lessor and Customer is the lessee of the Equipment under this Agreement. As between CFS and Customer only, this Agreement shall supersede any Customer purchase order in its entirety, notwithstanding anything to the contrary contained in any such purchase order. Customer agrees to waive any right of specific performance of this Agreement and shall hold CFS harmless from damages if for any reason the Equipment is not delivered as ordered, if the Equipment is unsatisfactory or if CFS does not execute this Agreement. Customer agrees that any delay in delivery of the Equipment shall not affect the validity of this Agreement.
- 8. LOCATION; LENS; NAMES; OFFICES:** Customer shall keep and maintain the Equipment from the location specified herein except with the prior written consent of CFS. Customer shall keep the Equipment free and clear of all claims and liens other than those in favor of CFS. Customer's legal name (as set forth in its constituent documents filed with the appropriate governmental office or agency) is as set forth herein. The chief executive office address of Customer is as set forth herein. Customer shall provide CFS with written notice at least thirty (30) days prior to any change of its legal name or chief executive office address, and shall execute and deliver to CFS such documents as required or appropriate.
- 9. WARRANTY OF BUSINESS PURPOSE; USE; PERSONAL PROPERTY; FINANCING STATEMENTS:** Customer represents and warrants that the Equipment will not be used for personal, family, or household purposes. Customer shall comply with all laws and regulations relating to the use and maintenance of the Equipment. Customer shall put the Equipment only to the use contemplated by the manufacturer. The Equipment shall remain personal property regardless of whether it becomes affixed to real property or permanently rests upon any real property or any improvement to real property. Customer authorizes CFS (and any third party filing service designated by CFS) to execute and file (a) financing statements evidencing the interest of CFS in the Equipment (including forms containing a broader description of the Equipment than the description set forth herein), (b) continuation statements in respect thereof, and (c) amendments thereto, and Customer irrevocably waives any right to notice thereof.
- 10. INDEMNITY:** Customer shall reimburse CFS for and defend CFS against any claim for losses or injury caused by the Equipment. This Section shall survive termination of this Agreement.
- 11. MAINTENANCE; ALTERATIONS:** Customer shall keep and maintain the Equipment in good working order and shall, at Customer's expense, supply and install all replacement parts and accessories when required to maintain the Equipment in good working condition. Customer shall not, without the prior written consent of CFS, make any changes or substitutions to the Equipment. Any and all replacement parts, accessories, authorized changes to and/or substitutions for the Equipment shall become part of the Equipment and subject to the terms of this Agreement.

CFS-1043 (01/17)

Page 1 of 2

SEE REVERSE FOR ADDITIONAL TERMS AND CONDITIONS.

[illegible]

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

RESOLUTION 46-2021

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE VILLAGE OF DOBBS FERRY
AUTHORIZING THE INTERIM VILLAGE ADMINISTRATOR TO SIGN A MUNICIPAL LEASE
AGREEMENT WITH BAUER OFFICE SOLUTIONS**

BE IT RESOLVED, that the Interim Village Administrator be authorized to sign a Municipal Lease Agreement with Bauer Office Solutions with a term of 60 months and a cost of \$330 per month.

MAYOR ROSSILLO	<input checked="" type="checkbox"/> AYE	<input type="checkbox"/> NAY	<input type="checkbox"/> ABSTAIN	<input type="checkbox"/> RECUSE	<input type="checkbox"/> ABSENT/EXCUSED
DEPUTY MAYOR CASSELL	<input checked="" type="checkbox"/> AYE	<input type="checkbox"/> NAY	<input type="checkbox"/> ABSTAIN	<input type="checkbox"/> RECUSE	<input type="checkbox"/> ABSENT/EXCUSED
TRUSTEE DAROCZY	<input checked="" type="checkbox"/> AYE	<input type="checkbox"/> NAY	<input type="checkbox"/> ABSTAIN	<input type="checkbox"/> RECUSE	<input type="checkbox"/> ABSENT/EXCUSED
TRUSTEE KNELL	<input checked="" type="checkbox"/> AYE	<input type="checkbox"/> NAY	<input type="checkbox"/> ABSTAIN	<input type="checkbox"/> RECUSE	<input type="checkbox"/> ABSENT/EXCUSED
TRUSTEE PATINO	<input checked="" type="checkbox"/> AYE	<input type="checkbox"/> NAY	<input type="checkbox"/> ABSTAIN	<input type="checkbox"/> RECUSE	<input type="checkbox"/> ABSENT/EXCUSED
TRUSTEE SULLIVAN	<input checked="" type="checkbox"/> AYE	<input type="checkbox"/> NAY	<input type="checkbox"/> ABSTAIN	<input type="checkbox"/> RECUSE	<input type="checkbox"/> ABSENT/EXCUSED
TRUSTEE TAYLOR	<input checked="" type="checkbox"/> AYE	<input type="checkbox"/> NAY	<input type="checkbox"/> ABSTAIN	<input type="checkbox"/> RECUSE	<input type="checkbox"/> ABSENT/EXCUSED
VOTE TOTALS	AYE: 7	NAY: 0	ABSTAIN: 0	RECUSE: 0	ABSENT/EXCUSED: 0
RESULT:	MOTION PASSES				

Consider a resolution authorizing the Interim Village Administrator to sign an agreement with Student Assistance Services for one year for the period September 30, 2020 through September 29, 2021 in the amount of \$48,814.00 to be paid from the federal grant monies received for the Youth Services Council

Police Sergeant Justin Kamke sent the following letter dated May 17, 2021 to Mayor Rossillo and the Board of Trustees:



**POLICE DEPARTMENT
VILLAGE OF DOBBS FERRY**
112 Main Street • Dobbs Ferry, New York 10522



MANUEL R. GUEVARA
CHIEF OF POLICE

May 17, 2021

To Mayor Rossillo and the Village Board of Trustee,

Student Assistance Services (SAS) has worked with the Village and the Youth Services Council for the past five years assisting with our Drug Free Community Grant. SAS provides on-going support and to assist with our implementation of the DFC grant but the Youth Services Council is responsible for implementation of strategies, filing of annual reports and meeting reporting deadlines and requirements.

The services delivered by SAS are divided into 3 categories:
Technical Assistance; (2) Evaluation and (3) Youth Prevention Coordinator

Technical Assistance:

Assist with the implementation of program strategies as written into annual action plan.
Assist in the preparation of the DFC program reports.
Attend Coalition steering committee meetings.

Evaluation Services:

Provide evaluation data for programmatic reports
Assist with administration of the Youth Survey
Summarize Survey results and present results to coalition and other groups

The Youth Prevention Coordinator:

Provide training for youth in environmental strategies and media advocacy;
Train "gate-keepers" (faculty, staff) to recognize the signs of youth alcohol and other drug use and institute appropriate responses;
Educate parents on the negative consequences of youth substance use, communicating these to youth, and the importance of setting and following through with appropriate consequences when young people violate family rules;
Work with students to change community norms, increase perception of risk and build prevention skills;
Outreach youth to help recruit them into the Coalition and to enable them to become change agents;
Recruit students to attend the Youth to Youth International summer conference for training in leadership skills and affective prevention;
Assist in the development of a positive media campaign students within the school and the Village to promote and support alcohol and other drug free decisions by youth;
Work with youth leaders to plan and host attractive events for parents and youth to strengthen family communication, celebrate alcohol and drug free youth, and to distribute prevention materials.

The Role of the Student Assistance Counselor in the DFMS/DFHS consists of:

Provide short-term individual and group counseling for students
Facilitate referral for school and community based supports as needed
Provide mandatory counseling for students found on campus with substances and/or drug paraphernalia
Provide psychoeducation to students on importance of learning and utilizing healthy coping strategies and emphasize dangers of substance use
Club Advisor to the Youth to Youth (Y2Y) Club
The Y2Y Club focuses on prevention, awareness, and positive decision making. Our mission is to engage youth through meaningful discussions, activities, and experiences to develop and implement their own ideas to create positive change, healthy habits and build up leadership skills.
Conduct Prevention Education Series (PES) in Grade 9 PE Class and Grade 7 Health Class
PES is an 8 session curriculum that covers 4 core topics: Being an Adolescent; Alcohol, Tobacco & Other Drugs; Relationships, and Coping with Stress

Sincerely ,

Justin Kamke

Dobbs Ferry Police Department
DF Youth Services Council

The Independent Contractor Services Agreement is as follows:

INDEPENDENT CONTRACTOR SERVICES AGREEMENT

This Agreement made this _____ day of _____, 2021 by and between the Village of Dobbs Ferry, having offices at 112 Main Street, Dobbs Ferry, New York 10522 (hereinafter "Village") and Student Assistance Services Corporation, having offices at 660 White Plains Road, Tarrytown, New York 10591 (hereinafter "Contractor").

WITNESSETH:

1. **Services** – The Village hereby engages the Contractor to provide services in support of the Dobbs Ferry Community Coalition Drug Free Communities Support grant. The services include providing a Prevention Specialist assigned to work three days per week in the Dobbs Ferry Union Free School District during the school year. Services under this Agreement are more fully described in the Schedule "A" attached hereto and made a part hereof.

The Contractor represents that it has the requisite knowledge and skills to provide all such services.

2. **Compensation** – It is expressly understood and agreed upon that the Contractor shall be compensated only for those services outlined in Paragraph 1 of this Agreement. The Village shall pay the Contractor a fee not to exceed Forty Eight Thousand Eight Hundred Fourteen Dollars (\$48,814.00) in the period September 30, 2020 through September 29, 2021.

The Contractor will invoice the Village in equal amounts on a monthly basis and payment will be made within 30 days of receipt of invoice and after approval of the Project Director.

3. **Duration** – This Agreement shall be in full force and effect for the period September 30, 2020 through September 29, 2021, and may not be assigned without the express written consent of the Village.
4. **Independent Contractor Status** – The Contractor enters into this Agreement and will remain throughout the term an Independent Contractor, and shall not be entitled to any rights or benefits afforded to the Village's employees, including, without limitation, disability, unemployment insurance, workers' compensation, medical insurance, sick leave or any employment benefit. The Contractor is responsible for providing at the Contractor's sole expense, disability, unemployment, workers' compensation, and all other forms of insurance.
5. All services rendered and work performed by the Contractor will be under the direction and subject to the complete approval of the Project Director.

6. **Termination** – This Agreement may be terminated by either party upon forty-five (45) days written notice to the other party. Upon such termination, the Contractor shall be paid for all work performed in accordance with this Agreement through the date of termination.
7. **Insurance** – Prior to commencing work, the Contractor shall obtain at its own cost and expense the following types of insurance in the following amounts, and which it shall maintain in full force and effect during the entire term of this Agreement. All such insurance shall reflect the Village as an additional insured thereunder, and the Village shall receive no less than 15 days written notice in the event of termination thereof. The Contractor shall provide the Village with a Certificate of Insurance reflecting the following coverage:
- (a) Workers' Compensation. Insurance coverage for all employees and contractors of Student Assistance Services Corporation.
 - (b) Commercial General Liability Insurance with a minimum limit of liability per occurrence of \$1,000,000 and \$3,000,000 aggregate.
 - (c) Professional Liability Insurance with a minimum limit of liability per occurrence of \$1,000,000 and \$3,000,000 aggregate.
 - (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. This insurance shall include for bodily injury and property damage the following coverage:
 - (e) Owned automobiles
 - (f) Hired automobiles
 - (g) Non-owned automobiles
 - (h) Excess Insurance of \$2,000,000 per occurrence and \$2,000,000 aggregate.
- The Contractor understands and acknowledges failure to obtain such insurance on behalf of the Village constitutes a material breach of contract.
8. **Indemnification** – The Contractor shall indemnify, defend and hold the Village, its employees, officers, agents and Board of Education harmless from any claims, liabilities, suits, proceedings and actions, of whatever name or nature as the same may relate, in any manner, to the services provided by the Contractor and its personnel to the Village pursuant to this Agreement. Said indemnification and defense shall apply to any claim, liability, suit, proceeding and action in which the Village, its employees, officers, agents and Board of Education may be named as a party, notwithstanding that the Contractor may deem said claim, liability, suit, proceeding or action frivolous or without merit.
9. **Notices** – All notices of any nature referred to in this Agreement shall be in writing and sent by registered or certified mail, postage prepaid, return receipt requested, to the respective addresses set forth below:

To the Village:

Richard Leins, Village Administrator
Village of Dobbs Ferry
112 Main Street
Dobbs Ferry, New York 10522

To the Contractor:

Ellen Morehouse, Executive Director
Student Assistance Services Corporation
660 White Plains Road
Tarrytown, New York 10591

10. Modification or Amendment – No amendment, change or modification of this Agreement shall be valid unless in writing, signed by the parties hereto.
11. Entire Understanding – This Agreement constitutes the entire understanding and agreement between the parties with respect to the subject matter hereof.
12. Governing Law – This Agreement shall be governed by the laws of the State of New York and any dispute will be heard in a court of competent jurisdiction of the State of New York located in Westchester County.


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

VILLAGE OF DOBBS FERRY

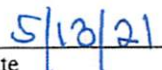
Richard Leins, Village Administrator

Date

STUDENT ASSISTANCE SERVICES CORPORATION



Ellen Morehouse, Executive Director



Date

**The Dobbs Ferry YSC Coalition
Schedule A**

The following schedule outlines the services to be delivered by Student Assistance Services. SAS provides support and assistance for the DFC grant. The coalition retains responsibility for implementation of strategies and content and filing deadlines of reports. Since SAS is acting in a support role, SAS does not take responsibility for missed reporting deadlines or content errors/oversights, which remain the responsibility of the Coalition.

The services to be delivered by SAS (the Agency) are:

The Youth Prevention Coordinator will assist with the following strategies:

1. Provide training for youth in environmental strategies and media advocacy;
2. Train "gate-keepers" (faculty, staff) to recognize the signs of youth alcohol and other drug use and institute appropriate responses;
3. Educate parents on the negative consequences of youth substance use, communicating these to youth, and the importance of setting and following through with appropriate consequences when young people violate family rules;
4. Work with students to change community norms, increase perception of risk and build prevention skills;
5. Outreach youth to help recruit them into the Coalition and to enable them to become change agents;
6. Recruit students to attend the Youth to Youth International summer conference for training in leadership skills and effective prevention;
7. Assist in the development of a positive media campaign among students within the school and the Village to promote and support alcohol and other drug free decisions by youth;
8. Work with youth leaders to plan and host attractive events for parents and youth to strengthen family communication, celebrate alcohol and drug free youth, and to distribute prevention materials.

Mr. Chuhta said this has been approved for the past four or five years and the grant money is there.

Sergeant Kamke said Mr. Sherman stepped down as the Chair of the Youth Services Council and we are trying to hire a Youth Services Coordinator at this time. Sergeant Kamke said Ms. Kelly Foster is doing a great job with the students.

Trustee Daroczy said Kelly is doing a great job with the students and she is a great addition to the team and to the school.

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

RESOLUTION 47-2021

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE VILLAGE OF DOBBS FERRY
AUTHORIZING THE INTERIM VILLAGE ADMINISTRATOR TO SIGN AN AGREEMENT WITH
STUDENT ASSISTANCE SERVICES FOR ONE YEAR FOR THE PERIOD OF
SEPTEMBER 30, 2020 THROUGH SEPTEMBER 29, 2021 IN THE AMOUNT OF \$48,814.00
TO BE PAID FROM THE FEDERAL GRANT MONIES RECEIVED FOR THE YOUTH
SERVICES COUNCIL**

NOW THEREFORE BE IT RESOLVED that the Board of Trustees authorizes the Interim Village Administrator to sign an agreement with Student Assistance Services for one year for the period September 30, 2020 through September 29, 2021 in the amount of \$48,814.00 to be paid from the federal grant monies received for the Youth Services Council.

MAYOR ROSSILLO	<input checked="" type="checkbox"/> AYE	<input type="checkbox"/> NAY	<input type="checkbox"/> ABSTAIN	<input type="checkbox"/> RECUSE	<input type="checkbox"/> ABSENT/EXCUSED
DEPUTY MAYOR CASSELL	<input checked="" type="checkbox"/> AYE	<input type="checkbox"/> NAY	<input type="checkbox"/> ABSTAIN	<input type="checkbox"/> RECUSE	<input type="checkbox"/> ABSENT/EXCUSED
TRUSTEE DAROCZY	<input checked="" type="checkbox"/> AYE	<input type="checkbox"/> NAY	<input type="checkbox"/> ABSTAIN	<input type="checkbox"/> RECUSE	<input type="checkbox"/> ABSENT/EXCUSED
TRUSTEE KNELL	<input checked="" type="checkbox"/> AYE	<input type="checkbox"/> NAY	<input type="checkbox"/> ABSTAIN	<input type="checkbox"/> RECUSE	<input type="checkbox"/> ABSENT/EXCUSED
TRUSTEE PATINO	<input checked="" type="checkbox"/> AYE	<input type="checkbox"/> NAY	<input type="checkbox"/> ABSTAIN	<input type="checkbox"/> RECUSE	<input type="checkbox"/> ABSENT/EXCUSED
TRUSTEE SULLIVAN	<input checked="" type="checkbox"/> AYE	<input type="checkbox"/> NAY	<input type="checkbox"/> ABSTAIN	<input type="checkbox"/> RECUSE	<input type="checkbox"/> ABSENT/EXCUSED
TRUSTEE TAYLOR	<input checked="" type="checkbox"/> AYE	<input type="checkbox"/> NAY	<input type="checkbox"/> ABSTAIN	<input type="checkbox"/> RECUSE	<input type="checkbox"/> ABSENT/EXCUSED
VOTE TOTALS	AYE: 7	NAY: 0	ABSTAIN: 0	RECUSE: 0	ABSENT/EXCUSED: 0
RESULT:	MOTION PASSES				

Consider a resolution authorizing the Interim Village Administrator to sign an agreement with Student Assistance Services for one year for the period September 30, 2020 through September 29, 2021 in the amount of \$9,500.00 to be paid from the federal grant monies received for the Youth Services Council

Police Sergeant Justin Kamke sent the following letter dated May 17, 2021 to Mayor Rossillo and the Board of Trustees:



**POLICE DEPARTMENT
VILLAGE OF DOBBS FERRY**
112 Main Street • Dobbs Ferry, New York 10522



**MANUEL R. GUEVARA
CHIEF OF POLICE**

May 17, 2021

To Mayor Rossillo and the Village Board of Trustee,

Student Assistance Services (SAS) has worked with the Village and the Youth Services Council for the past five years assisting with our Drug Free Community Grant. SAS provides on-going support and to assist with our implementation of the DFC grant but the Youth Services Council is responsible for implementation of strategies, filing of annual reports and meeting reporting deadlines and requirements.

The services delivered by SAS are divided into 3 categories:
Technical Assistance; (2) Evaluation and (3) Youth Prevention Coordinator

Technical Assistance:

Assist with the implementation of program strategies as written into annual action plan.
Assist in the preparation of the DFC program reports.
Attend Coalition steering committee meetings.

Evaluation Services:

Provide evaluation data for programmatic reports
Assist with administration of the Youth Survey
Summarize Survey results and present results to coalition and other groups

The Youth Prevention Coordinator:

Provide training for youth in environmental strategies and media advocacy;
Train "gate-keepers" (faculty, staff) to recognize the signs of youth alcohol and other drug use and institute appropriate responses;
Educate parents on the negative consequences of youth substance use, communicating these to youth, and the importance of setting and following through with appropriate consequences when young people violate family rules;
Work with students to change community norms, increase perception of risk and build prevention skills;
Outreach youth to help recruit them into the Coalition and to enable them to become change agents;
Recruit students to attend the Youth to Youth International summer conference for training in leadership skills and affective prevention;
Assist in the development of a positive media campaign students within the school and the Village to promote and support alcohol and other drug free decisions by youth;
Work with youth leaders to plan and host attractive events for parents and youth to strengthen family communication, celebrate alcohol and drug free youth, and to distribute prevention materials.

The Role of the Student Assistance Counselor in the DFMS/DFHS consists of:

Provide short-term individual and group counseling for students
Facilitate referral for school and community based supports as needed
Provide mandatory counseling for students found on campus with substances and/or drug paraphernalia
Provide psychoeducation to students on importance of learning and utilizing healthy coping strategies and emphasize dangers of substance use
Club Advisor to the Youth to Youth (Y2Y) Club
The Y2Y Club focuses on prevention, awareness, and positive decision making. Our mission is to engage youth through meaningful discussions, activities, and experiences to develop and implement their own ideas to create positive change, healthy habits and build up leadership skills.
Conduct Prevention Education Series (PES) in Grade 9 PE Class and Grade 7 Health Class
PES is an 8 session curriculum that covers 4 core topics: Being an Adolescent; Alcohol, Tobacco & Other Drugs; Relationships, and Coping with Stress

Sincerely ,

Justin Kamke

Dobbs Ferry Police Department
DF Youth Services Council

The Independent Contractor Services Agreement is as follows:

INDEPENDENT CONTRACTOR SERVICES AGREEMENT

This Agreement made this _____ day of _____, 2021 by and between the Village of Dobbs Ferry, having offices at 112 Main Street, Dobbs Ferry, New York 10522 (hereinafter "Village") and Student Assistance Services Corporation, having offices at 660 White Plains Road, Tarrytown, New York 10591 (hereinafter "Contractor").

WITNESSETH:

1. **Services** – The Village hereby engages the Contractor to provide services in support of the Dobbs Ferry Community Coalition Drug Free Communities Support grant. The services include providing Technical Assistance for the implementation of the project, and to provide evaluation support for the administration and programmatic reporting requirements of the grant project. Services under this Agreement are more fully described in the Schedule "A" attached hereto and made a part hereof.

The Contractor represents that it has the requisite knowledge and skills to provide all such services.

2. **Compensation** – It is expressly understood and agreed upon that the Contractor shall be compensated only for those services outlined in Paragraph 1 of this Agreement. The Village shall pay the Contractor a fee not to exceed Nine Thousand Five Hundred Dollars (\$9,500.00) in the period September 30, 2020 through September 29, 2021.

The Contractor will invoice the Village in equal amounts on a monthly basis and payment will be made within 30 days of receipt of invoice and after approval of the Project Director.

3. **Duration** – This Agreement shall be in full force and effect for the period September 30, 2020 through September 29, 2021, and may not be assigned without the express written consent of the Village.
4. **Independent Contractor Status** – The Contractor enters into this Agreement and will remain throughout the term an Independent Contractor, and shall not be entitled to any rights or benefits afforded to the Village's employees, including, without limitation, disability, unemployment insurance, workers' compensation, medical insurance, sick leave or any employment benefit. The Contractor is responsible for providing at the Contractor's sole expense, disability, unemployment, workers' compensation, and all other forms of insurance.
5. All services rendered and work performed by the Contractor will be under the direction and subject to the complete approval of the Project Director.
6. **Termination** – This Agreement may be terminated by either party upon forty-five (45) days written notice to the other party. Upon such termination, the Contractor shall be

paid for all work performed in accordance with this Agreement through the date of termination.

7. **Insurance** – Prior to commencing work, the Contractor shall obtain at its own cost and expense the following types of insurance in the following amounts, and which it shall maintain in full force and effect during the entire term of this Agreement. All such insurance shall reflect the Village as an additional insured thereunder, and the Village shall receive no less than 15 days written notice in the event of termination thereof. The Contractor shall provide the Village with a Certificate of Insurance reflecting the following coverage:
- (a) Workers' Compensation. Insurance coverage for all employees and contractors of Student Assistance Services Corporation.
 - (b) Commercial General Liability Insurance with a minimum limit of liability per occurrence of \$1,000,000 and \$3,000,000 aggregate.
 - (c) Professional Liability Insurance with a minimum limit of liability per occurrence of \$1,000,000 and \$3,000,000 aggregate.
 - (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. This insurance shall include for bodily injury and property damage the following coverage:
 - (e) Owned automobiles
 - (f) Hired automobiles
 - (g) Non-owned automobiles
 - (h) Excess Insurance of \$2,000,000 per occurrence and \$2,000,000 aggregate.

The Contractor understands and acknowledges failure to obtain such insurance on behalf of the Village constitutes a material breach of contract.

8. **Indemnification** – The Contractor shall indemnify, defend and hold the Village, its employees, officers, agents and Board of Education harmless from any claims, liabilities, suits, proceedings and actions, of whatever name or nature as the same may relate, in any manner, to the services provided by the Contractor and its personnel to the Village pursuant to this Agreement. Said indemnification and defense shall apply to any claim, liability, suit, proceeding and action in which the Village, its employees, officers, agents and Board of Education may be named as a party, notwithstanding that the Contractor may deem said claim, liability, suit, proceeding or action frivolous or without merit.
9. **Notices** – All notices of any nature referred to in this Agreement shall be in writing and sent by registered or certified mail, postage prepaid, return receipt requested, to the respective addresses set forth below:

To the Village:

Richard Leins, Village Administrator
Village of Dobbs Ferry
112 Main Street
Dobbs Ferry, New York 10522

To the Contractor:

Ellen Morehouse, Executive Director
Student Assistance Services Corporation
660 White Plains Road
Tarrytown, New York 10591

10. Modification or Amendment – No amendment, change or modification of this Agreement shall be valid unless in writing, signed by the parties hereto.
11. Entire Understanding – This Agreement constitutes the entire understanding and agreement between the parties with respect to the subject matter hereof.
12. Governing Law – This Agreement shall be governed by the laws of the State of New York and any dispute will be heard in a court of competent jurisdiction of the State of New York located in Westchester County.

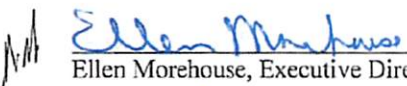
IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

VILLAGE OF DOBBS FERRY

Richard Leins, Village Administrator

Date

STUDENT ASSISTANCE SERVICES CORPORATION



Ellen Morehouse, Executive Director

5/12/21
Date

**The Dobbs Ferry YSC Coalition
Schedule A**

The following schedule outlines the services to be delivered by Student Assistance Services. SAS provides support and assistance for the DFC grant. The coalition retains responsibility for implementation of strategies and content and filing deadlines of reports. Since SAS is acting in a support role, SAS does not take responsibility for missed reporting deadlines or content errors/oversights, which remain the responsibility of the Coalition.

The services to be delivered by SAS (the Agency) are divided into three categories: Technical Assistance, Evaluation, Youth Prevention Coordinator.

Technical Assistance:

1. Assist with the implementation of program strategies as written into annual action plan
2. Assist in the preparation of DFC program reports.
3. Attend Coalition steering committee meetings.

Evaluation Services:

1. Provide evaluation data for programmatic reports.
2. Assist with administration of the Youth Survey
3. Summarize Survey results and present results to coalition and other groups

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

RESOLUTION 48-2021

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE VILLAGE OF DOBBS FERRY
AUTHORIZING THE INTERIM VILLAGE ADMINISTRATOR TO SIGN AN AGREEMENT WITH
STUDENT ASSISTANCE SERVICES FOR ONE YEAR FOR THE PERIOD OF
SEPTEMBER 30, 2020 THROUGH SEPTEMBER 29, 2021 IN THE AMOUNT OF \$9,500.00
TO BE PAID FROM THE FEDERAL GRANT MONIES RECEIVED FOR THE YOUTH
SERVICES COUNCIL**

NOW THEREFORE BE IT RESOLVED that the Board of Trustees authorizes the Interim Village Administrator to sign an agreement with Student Assistance Services for one year for the period September 30, 2020 through September 29, 2021 in the amount of \$9,500.00 to be paid from the federal grant monies received for the Youth Services Council.

MAYOR ROSSILLO	<input checked="" type="checkbox"/> AYE	<input type="checkbox"/> NAY	<input type="checkbox"/> ABSTAIN	<input type="checkbox"/> RECUSE	<input type="checkbox"/> ABSENT/EXCUSED
DEPUTY MAYOR CASSELL	<input checked="" type="checkbox"/> AYE	<input type="checkbox"/> NAY	<input type="checkbox"/> ABSTAIN	<input type="checkbox"/> RECUSE	<input type="checkbox"/> ABSENT/EXCUSED
TRUSTEE DAROCZY	<input checked="" type="checkbox"/> AYE	<input type="checkbox"/> NAY	<input type="checkbox"/> ABSTAIN	<input type="checkbox"/> RECUSE	<input type="checkbox"/> ABSENT/EXCUSED
TRUSTEE KNELL	<input checked="" type="checkbox"/> AYE	<input type="checkbox"/> NAY	<input type="checkbox"/> ABSTAIN	<input type="checkbox"/> RECUSE	<input type="checkbox"/> ABSENT/EXCUSED
TRUSTEE PATINO	<input checked="" type="checkbox"/> AYE	<input type="checkbox"/> NAY	<input type="checkbox"/> ABSTAIN	<input type="checkbox"/> RECUSE	<input type="checkbox"/> ABSENT/EXCUSED
TRUSTEE SULLIVAN	<input checked="" type="checkbox"/> AYE	<input type="checkbox"/> NAY	<input type="checkbox"/> ABSTAIN	<input type="checkbox"/> RECUSE	<input type="checkbox"/> ABSENT/EXCUSED
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VOTE TOTALS	AYE: 7	NAY: 0	ABSTAIN: 0	RECUSE: 0	ABSENT/EXCUSED: 0
RESULT:	MOTION PASSES				

Mayor Rossillo thanked Sergeant Kamke for all the work that he does on this.

Consider a resolution authorizing the purchase of a truck lift from SEFAC USA, Inc. for the amount of \$44,176.00

Fire Chief William Osborn sent the following memorandum dated May 13, 2021 to Mayor Rossillo, the Board of Trustees, Mr. Richard Leins/Interim Village Administrator, Mr. Jeff Chuhta/Village Treasurer and Ms. Elizabeth Dreaper/Village Clerk:

Dobbs Ferry Fire Department

112 Main Street PO Box 95, Dobbs Ferry, NY 10522

Non-Emergency # 914 693-0310

Fax # 914 693-0996



Livingston Hose Company #1

Ogden Engine Company #1

Resolute Hook & Ladder Company #1

To: Mayor Vincent Rossillo and Board of Trustees

Richard Leins, Interim Village Administrator

Jeff Chuhta, Village Treasurer

Elizabeth Dreaper, Village Clerk

From: William Osborn, Fire Chief

Subject: Authorize the Fire Chief to purchase a truck lift

Date: May 13th, 2021

Within the 2021-2022 budget, which was recently passed, the Fire Department and Department of Public Works have appropriated approximately \$50,000 for a heavy duty truck lift across both of our equipment lines.

This lift will help both the Fire Department and the Department of Public Works immensely. The lift will allow the Village Mechanic to perform service and repairs in house on the trucks that previously had to be sent to a third party for service and repairs, which would take weeks and was not cost effective. The trucks will be repaired faster in house and we will not have to pay someone else to service or repair them saving us both time and money.

The reason that I am asking you to authorize us to purchase the lift prior to the start of the 2021-2022 fiscal year is because we were made aware by the vendor that with the rising cost of steel due to the COVID-19 pandemic, the price of the lift will be increasing approximately 10% to 15% if the order is not placed by June 1st 2021.

The quote we have now from the vendor SEFAC USA, Inc. who is on state contract is for \$43,211 plus \$965 for shipping for a total of \$44,176. If we wait to order the lift after June 1st it will be approximately an additional \$6,500. The lift will take four to six months to be built and delivered, and we will not be sent an invoice until the lift is delivered well into the 2021-2022 fiscal year.

I am requesting that we purchase the lift prior to June 1st 2021, so that we do not incur any additional cost for the lift, due to the rising price of steel and we lock in the current price. Thank you for considering this matter, please contact me with any questions.

SEFAC Sales Quote is as follows:

QUOTE	
	Quote #: AAAQ1625-01
381 Nina Way Warminster, PA 18974 USA	Date: Feb 4, 2021
	Project: Dobbs Ferry, NY
	Terms: NET 30

Prepared For:

Gary Visoky
9142909856
gvisoky@dobbsferry.com

Sanitation Equipment Corp.
1 Stanley Ave.
Dobbs Ferry, NY 10522
United States

Your Account Manager:

Ken Kramer
kkramer@sefacusa.com
267-702-2813
381 Nina Way
Warminster, PA 18974
USA

Notes:

GSA CONTRACT # - 47QMCA20D0047

NYS Vendor ID # - 1100210975

Here is the quote you requested.

During the unprecedented COVID-19 situation, we are taking steps to protect the health of our employees and our customers. As a result, there may be some temporary limitations and delays in lead times of new products, parts, service and support as we prioritize critical services. With that said SEFAC USA will continue to service our customers as best we can, in an efficient manner. Please do not hesitate to contact us at any time, to discuss your SEFAC needs.

ALL CUSTOMERS UPON RECEIPT OF YOUR ORDER PLEASE INSPECT ALL ITEMS BEFORE ACCEPTANCE FROM FREIGHT COMPANY TO ENSURE NO DAMAGES INCURRED DURING SHIPPING.

- Stock Depending
- This is fully expandable if additional lifts are needed of the same model
- 2-year warranty
- Spare parts inventory in the US
- Factory trained service Technicians
- Pricing includes commissioning by factory service technician

TAXES ARE NOT INCLUDED

Qty	Part Number	Description	Unit Price	Ext. Price
1	SW3-(4)	SW3 (1 Set of 4) 110V Wireless Mobile Column Lifts Capacity per column lbs 18,000 Operating mode single/pair/group (4, 6 or 8) Control Pendant + screen on each column Tyre size 8.25 R 20 to 13.00 R 22,5 Normal lifting speed Up inch/min 30 (loaded or unloaded) Normal lifting speed Down inch/min 30 (loaded or unloaded) Dimensions Overall (l x L x h) inch 46 x 42 x 99 Leg height inch 5.5 Net weight per column lbs 990 Motor power kW 1,5 Battery charge time h 8 Dust water protection level IP54 (electrical box and engine) High-precision lifting speed inch/min 15 (up or down / loaded or unloaded) inch (Ø 38 - 46) Lifting height inch 72. *Re-circulating ball nut and screw lifting technology* *Power: 110v/200 Cycle Rechargeable, Dual 12v - Batteries.	\$35,500.00	\$35,500.00

Qty	Part Number	Description	Unit Price	Ext. Price
Complete Wireless Communication between Columns.				
1	PZM03	Low-Slung Lifting Beam - Feature PZM 03 - Total length 133.75 inch Total width 31.5 inch , Total height 7.5 inch, Weight per unit 550 lbs. Capacity - 26,450-lbs. (ea)	\$4,367.00	\$4,367.00
4	TBP530R	TBP530R Tall (Spring Loaded) Axle Stand - Capacity: 33,000-lbs, Min Height: 51(in) Max. Height: 78.50(in) - Stroke: 27.50(in) 119-lbs.	\$836.00	\$3,344.00

Lead Time: 8 - 10 Weeks (Upon Order)

Delivery Time: 1 - 2 Weeks

Customer Hours Of Operation: 7:00AM - 4:00PM

The shipment charges are only valid for 7-days.

Please contact me if I can be of further assistance.

Kenneth Kramer

Regional Sales Manager
SEFAC USA, Inc.
610-290-2508
kkramer@sefacusa.com

Proposal Valid for 90 days. Subsequent to the 90 days, additional charges may apply.

SubTotal	\$43,211.00
Tax	\$0.00
Shipping	\$965.00
TOTAL	\$44,176.00

CUSTOMER ACCEPTED SIGNATURE:



SEFAC USA, Inc.,
381 Nina Way
Warminster, PA 18974

General sales conditions updated 02/2020

1 – General clause

Orders or offer acceptances, and generally speaking all the sales contracts concluded between us and the purchaser, imply – for the latter – clean acceptance of the general sales conditions set out below, which are considered as accepted conclusively.

These conditions prevail over and above all other mentions or documents, unless formal and express dispensation is granted by us.

2 - Confidentiality

Studies, plans, drawings and documents handed over or sent by ourselves remain our property; they may therefore not be communicated to third parties for any reason whatsoever by the purchaser.

3 – Contract formation

When an estimate is drawn up by us, it constitutes the special conditions which, when added, modify or supplement these general conditions. In the event of an order received from the purchaser, this order will only be considered as definitively accepted by us after written acceptance on our part. It is this acceptance which will in this case make up the special conditions.

4 – Delivery and risk transfer

In our company, parts delivery is considered accomplished upon payment by the customer of the transportation costs, whatever the contract may stipulate. It is performed by the supply being handed over directly to either the customer or the carrier/hauler designated by the customer in the contract, or failing this one chosen by us. It is incumbent on the customer, unless stipulated to the contrary, to assume the transportation costs and risks for merchandise sold after delivery. The risks are transferred to the customer at the time of delivery, as explained above, notwithstanding the right of reservation of title.

5 – Delivery wait time

1.1 The delivery wait times run from the date on which the order is confirmed by us and, at the earliest, from the date on which all the documents, material and details of execution have been supplied by the customer, the latter having also fulfilled every other prior condition the accomplishment of which is his responsibility, in particular payment of the tooling.

1.2 The imperative nature of the agreed wait time is to be specified in the contract as well as the type (availability date, date of presentation for inspection or acceptance, actual delivery date, etc.). Failing such specifications, the wait time is considered only as indicative. Any modification to the contractual conditions of supply will lead to a new wait time being fixed.

1.3 The contractual wait times are extended at our request or at the request of the customer for any cause outside his/her control and which has placed the party requesting this extension in a situation rendering it impossible to fulfill obligations. The defaulting party must inform the other party of this impossibility in writing as soon as it arises, and both parties must then immediately consult each other in order to agree on the measures which consequently need to be taken.

6 – Reservation of title

We reserve the right of reservation of title on the delivered merchandise until it has been fully paid for (law No. 80-335 of 12 May 1980). The merchandise which has not been fully paid for is considered as being in the custody of the customer, who assumes complete responsibility for all aspects.

Except in the case of non-payment at the due date of any one of our invoices or of the purchaser going bankrupt, our customers are authorised to sell merchandise which has not yet been paid for in full, since the reservation of title clause above refers to the price. Moreover, we reserve the right to ask the subsequent purchaser to pay directly the amounts outstanding.

7 - Prices

Prices are valid for 30 days as from the supply being sent out and are to be understood as not including tax and as ex-factory. They take into account neither fitting/installation nor commissioning of the material/equipment.

8 - Conditions of payment and late payment penalties

Payments are considered as being made to our head office. The term and method of payment, as well as the possible payment of deposits, are to be governed by an explicit agreement attached to the contract. The deposits are payable in cash within 10 days from the date appearing on the invoice. Payments are made within 30 days from the date appearing on the invoice.

In the event of dispensation from the principle of cash payment, failure to accept a commercial paper or a computerised bill of exchange within 10 days

of its being issued, or failure to make payment by or on the due date, authorises us to suspend deliveries and makes the whole debt due immediately as of right, and may lead to a mark-up equal to 1.5 times the legal monthly interest rate as well as termination of the transaction by way of an ordinary letter notifying of our decision.

Should an unredeemed debt be remitted for collection subsequent to formal notice in the form of a registered letter with acknowledgement of receipt being in vain, the debtor will undertake to pay – as a penalty clause and in compliance with article 1226 of the Civil Code – a 15% mark-up on the whole of the amounts remitted for collection, with a minimum of \$100 (USD).

The customer cannot exempt himself/herself from paying all or part of a sum due based on whatever pretence on his part, in particular on account of the right to guarantee, without our agreement.

9 - Guarantee

Our equipment is guaranteed against any faulty operation stemming from a material, manufacturing or design defect under the conditions indicated below. The faulty operation must appear within a period of 12 months after start-up and at the latest 15 months as from the availability date.

The guarantee is excluded when:

- the defective material or design originates with the purchaser;
- the faulty operation results from repair or maintenance work carried out on our equipment without our authorisation;
- the components used by the purchaser have not been provided by SEFAC;
- the defective operation is caused by normal wear of the merchandise item, a negligence or errors of maintenance on the part of the purchaser;
- the use of our equipment does not comply with the recommendations indicated in our User Manuals;
- the defective operation is due to a case of force majeure.

For fear of forfeiting the right to guarantee, the purchaser is bound to inform of cases of non-compliance within a maximum period of 30 days after becoming aware of them by registered letter, which will be sent to: SEFAC USA, 381 Nina Way, Warminster, PA 18974. No claim will be receivable beyond this deadline. Any repair or maintenance work carried out on this equipment without our agreement will result in loss of the right to guarantee. Under the guarantee, we will replace free of charge the parts or material/equipment acknowledged by SEFAC to be defective and returned to our production plant. The repairing or replacement of the parts during the guarantee period can in no way give rise to an extension of the guarantee's duration.

Guarantee of our materials and/or equipment can only be ensured under the conditions listed above provided that all amounts due have been collected by SEFAC in their entirety, as the sales conditions stipulate.

For the travelling columns, the guarantee runs from the commissioning form reception date (this form is validated by the customer). This document is to be returned to our Commercial Department within 48 hours after material/equipment startup by our personnel, and at the latest 15 days following its becoming available.

No claim relating to the intrinsic quality of the products will give rise to guarantee or to any suspension whatever of - or to any deduction in - the payments due by the purchaser, the latter acknowledging that he/she is perfectly familiar with the products.

10 – Return Policy

All returned merchandise requires authorization. Contact our service representatives first for shipping instructions. Credit will not be issued unless authorization to return merchandise has been received.

For all merchandise returned to Sefac for reasons other than warranty, a 20% restocking fee and round-trip shipping costs will be deducted from the credit refund. All returned items must be in their original box or crating and must include all packing material, manuals and all accessories. At our discretion, a restocking fee may be charged if your product is opened or is not returned in its original condition, box, or is missing packing material, manuals or any accessories. Any merchandise must be returned within a 30-day timeframe.

11 - Abandonment of the contract

In a case of force majeure such as a violent upheaval, a major natural disaster, disruption of economic conditions, total bankruptcy of the supplier and unforeseeable difficulties showing up during execution of the order, we reserve the right to cancel the order in question either in part or in whole. In this case, we are bound to inform the customer as quickly as possible after the events forcing us to take our decision. Our customer will not be entitled to claim compensation should this situation arise.

Any dispute or point of contest which may come out of an interpretation or the execution of these general sales conditions will be settled by the competent tribunals, namely those of New York state.

Mr. Leins said this is an initiative that was brought forward during the budget process by both the Fire Department and the Department of Public Works. Mr. Leins said the Fire Chief worked diligently and he identified an opportunity to purchase the equipment a little earlier and save the Village a couple of thousand dollars. Mr. Leins said fundamentally the purchase that was planned for the next budget cycle will be made during the current budget cycle and therefore saving the Village money and ultimately making monies available in the future budget for other potential public works opportunities.

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

RESOLUTION 49-2021

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE VILLAGE OF DOBBS FERRY
AUTHORIZING THE FIRE CHIEF TO PURCHASE A TRUCK LIFE FROM SEFAC USA, INC.
FOR THE AMOUNT OF \$44,176.00**

NOW, THEREFORE, BE IT RESOLVED, that the Board of Trustees of the Village of Dobbs Ferry hereby authorizes the Fire Chief to purchase a truck lift from SEFAC USA, Inc. for the amount of \$ 44,176.00

MAYOR ROSSILLO	<input checked="" type="checkbox"/> AYE	<input type="checkbox"/> NAY	<input type="checkbox"/> ABSTAIN	<input type="checkbox"/> RECUSE	<input type="checkbox"/> ABSENT/EXCUSED
DEPUTY MAYOR CASSELL	<input checked="" type="checkbox"/> AYE	<input type="checkbox"/> NAY	<input type="checkbox"/> ABSTAIN	<input type="checkbox"/> RECUSE	<input type="checkbox"/> ABSENT/EXCUSED
TRUSTEE DAROCZY	<input checked="" type="checkbox"/> AYE	<input type="checkbox"/> NAY	<input type="checkbox"/> ABSTAIN	<input type="checkbox"/> RECUSE	<input type="checkbox"/> ABSENT/EXCUSED
TRUSTEE KNELL	<input checked="" type="checkbox"/> AYE	<input type="checkbox"/> NAY	<input type="checkbox"/> ABSTAIN	<input type="checkbox"/> RECUSE	<input type="checkbox"/> ABSENT/EXCUSED
TRUSTEE PATINO	<input checked="" type="checkbox"/> AYE	<input type="checkbox"/> NAY	<input type="checkbox"/> ABSTAIN	<input type="checkbox"/> RECUSE	<input type="checkbox"/> ABSENT/EXCUSED
TRUSTEE SULLIVAN	<input checked="" type="checkbox"/> AYE	<input type="checkbox"/> NAY	<input type="checkbox"/> ABSTAIN	<input type="checkbox"/> RECUSE	<input type="checkbox"/> ABSENT/EXCUSED
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VOTE TOTALS	AYE: 7	NAY: 0	ABSTAIN: 0	RECUSE: 0	ABSENT/EXCUSED: 0
RESULT:	MOTION PASSES				

Consider a resolution authorizing the Village Treasurer to make a budget transfer in the amount of \$44,176.00 for the purchase of a truck lift from SEFAC USA, Inc.

Mr. Jeff Chuhta/Village Treasurer sent the following memorandum dated May 19, 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: Jeff Chuhta, Village Treasurer

CC: Richard Leins, Interim Village Administrator

Date: May 19, 2021

Re: Large Vehicle Lift Budget Transfer

In order to accommodate the purchase of the truck lift in Agenda Item 8, if approved, I recommend the Village Trustees consider approving the following 2020-21 budget transfer:

Increase A.3410.200 Fire Equipment by \$44,176.00

Decrease A.1990.400 Contingency Account by \$44,176.00

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

RESOLUTION 50-2021

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE VILLAGE OF DOBBS FERRY
AUTHORIZING THE VILLAGE TREASURER TO MAKE A BUDGET TRANSFER IN
THE AMOUNT OF \$44,176.00 FOR THE PURCHASE OF A TRUCK LIFT
FROM SEFAC USA, INC.**

NOW, THEREFORE, BE IT RESOLVED, that the Board of Trustees of the Village of Dobbs Ferry hereby authorizes the Village Treasurer to make a budget transfer in the amount of \$44,176.00 for the purchase of a truck lift from SEFAC USA, Inc.

MAYOR ROSSILLO	<input checked="" type="checkbox"/> AYE	<input type="checkbox"/> NAY	<input type="checkbox"/> ABSTAIN	<input type="checkbox"/> RECUSE	<input type="checkbox"/> ABSENT/EXCUSED
DEPUTY MAYOR CASSELL	<input checked="" type="checkbox"/> AYE	<input type="checkbox"/> NAY	<input type="checkbox"/> ABSTAIN	<input type="checkbox"/> RECUSE	<input type="checkbox"/> ABSENT/EXCUSED
TRUSTEE DAROCZY	<input checked="" type="checkbox"/> AYE	<input type="checkbox"/> NAY	<input type="checkbox"/> ABSTAIN	<input type="checkbox"/> RECUSE	<input type="checkbox"/> ABSENT/EXCUSED
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VOTE TOTALS	AYE: 7	NAY: 0	ABSTAIN: 0	RECUSE: 0	ABSENT/EXCUSED: 0
RESULT:	MOTION PASSES				

Consider a resolution to declare the Minolta Microfilm/Microfiche Reader Model # RP-606Z as “end of life” surplus equipment

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

RESOLUTION 51-2021

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE VILLAGE OF DOBBS FERRY
DECLARING THE MINOLTA MICROFILM/MICROFICHE READER AS END OF LIFE
SURPLUS EQUIPMENT**

NOW, THEREFORE, BE IT RESOLVED, that the Village Board of Trustees of the Village of Dobbs Ferry hereby declare the Minolta Microfilm/Microfiche Reader Model # RP-606Z as “end of life” surplus equipment.

MAYOR ROSSILLO	<input checked="" type="checkbox"/> AYE	<input type="checkbox"/> NAY	<input type="checkbox"/> ABSTAIN	<input type="checkbox"/> RECUSE	<input type="checkbox"/> ABSENT/EXCUSED
DEPUTY MAYOR CASSELL	<input checked="" type="checkbox"/> AYE	<input type="checkbox"/> NAY	<input type="checkbox"/> ABSTAIN	<input type="checkbox"/> RECUSE	<input type="checkbox"/> ABSENT/EXCUSED
TRUSTEE DAROCZY	<input checked="" type="checkbox"/> AYE	<input type="checkbox"/> NAY	<input type="checkbox"/> ABSTAIN	<input type="checkbox"/> RECUSE	<input type="checkbox"/> ABSENT/EXCUSED
TRUSTEE KNELL	<input checked="" type="checkbox"/> AYE	<input type="checkbox"/> NAY	<input type="checkbox"/> ABSTAIN	<input type="checkbox"/> RECUSE	<input type="checkbox"/> ABSENT/EXCUSED
TRUSTEE PATINO	<input checked="" type="checkbox"/> AYE	<input type="checkbox"/> NAY	<input type="checkbox"/> ABSTAIN	<input type="checkbox"/> RECUSE	<input type="checkbox"/> ABSENT/EXCUSED
TRUSTEE SULLIVAN	<input checked="" type="checkbox"/> AYE	<input type="checkbox"/> NAY	<input type="checkbox"/> ABSTAIN	<input type="checkbox"/> RECUSE	<input type="checkbox"/> ABSENT/EXCUSED
TRUSTEE TAYLOR	<input checked="" type="checkbox"/> AYE	<input type="checkbox"/> NAY	<input type="checkbox"/> ABSTAIN	<input type="checkbox"/> RECUSE	<input type="checkbox"/> 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 this is the normal audit of claims.

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

RESOLUTION 52-2021

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE VILLAGE OF DOBBS FERRY
APPROVING CLAIMS AUDIT #3 AND AUDIT #4 FOR MAY 2021 AS PRESENTED BY THE
VILLAGE TREASURER**

NOW, THEREFORE, BE IT RESOLVED, that the Village Board of Trustees of the Village of Dobbs Ferry hereby approves Claims Audit #3 and Audit #4 for May 2021 as presented by the Village Treasurer:

<u>Fund Distribution</u>		<u>Audit #3</u>	<u>Audit #4</u>	<u>Total Claims</u>
A-General Fund	\$	113,552.32	\$ 24,377.70	\$ 137,930.02
CD-Special Grant Fund		3,500.00	-	\$ 3,500.00
CM-Special Purpose Fund		494.54	-	\$ 494.54
ES - Enterprise Sewer Fun		6,357.72	-	\$ 6,357.72
H-Capital Fund		17,188.54	-	\$ 17,188.54
L- Library Fund		7,920.94	-	\$ 7,920.94
T-Trust & Agency Fund		1,440.00	-	\$ 1,440.00
Grand Total	\$	150,454.06	\$ 24,377.70	\$ 174,831.76

MAYOR ROSSILLO	<input checked="" type="checkbox"/> AYE	<input type="checkbox"/> NAY	<input type="checkbox"/> ABSTAIN	<input type="checkbox"/> RECUSE	<input type="checkbox"/> ABSENT/EXCUSED
DEPUTY MAYOR CASSELL	<input checked="" type="checkbox"/> AYE	<input type="checkbox"/> NAY	<input type="checkbox"/> ABSTAIN	<input type="checkbox"/> RECUSE	<input type="checkbox"/> ABSENT/EXCUSED
TRUSTEE DAROCZY	<input checked="" type="checkbox"/> AYE	<input type="checkbox"/> NAY	<input type="checkbox"/> ABSTAIN	<input type="checkbox"/> RECUSE	<input type="checkbox"/> ABSENT/EXCUSED
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TRUSTEE TAYLOR	<input checked="" type="checkbox"/> AYE	<input type="checkbox"/> NAY	<input type="checkbox"/> ABSTAIN	<input type="checkbox"/> RECUSE	<input type="checkbox"/> ABSENT/EXCUSED
VOTE TOTALS	AYE: 7	NAY: 0	ABSTAIN: 0	RECUSE: 0	ABSENT/EXCUSED: 0
RESULT:	MOTION PASSES				

Discussion of municipal operations-Gould Park Pool

Mr. Leins said there were two items that we wanted to talk about with respect to the pool which is going to open this weekend, one is what kind of policy is going to be put into place to screen people and to make sure those people attending the pool are healthy and appropriate under the latest guidelines from the federal and state government, and the other is the fees for the use of the pool. Mr. Leins said he met with Ms. Garrison about this earlier and fundamentally they are waiting on guidelines from the Westchester County Department of Health, which we expect to come on Thursday. Mr. Leins said we are mandated to follow the Health Department guidelines so if the County comes down with the mandates on Thursday we will comply, and if the County does not our thought was that we will keep in place those guidelines that were in place last year.

Ms. Garrison discussed the guidelines that were in place last year.

Mr. Leins said the next item was the fees for the pool this summer. Mr. Leins said they canvassed other communities and they do offer the opportunity to establish a separate membership that would give an opportunity for someone to purchase a day pass.

A discussion was held regarding pool fees, including the possibility of offering a day pass. Mr. Leins and Ms. Garrison addressed questions from the Board.

Ms. Dickson said you will need to adopt a resolution if the Master Fee Schedule is going to be updated and you are going to be collecting fees this weekend.

Mayor Rossillo said we can put this over to the next meeting. Mayor Rossillo said we all want to have a daily pass and give that flexibility to people.

Trustee Taylor said it would be helpful to have a recommendation or alternatives in front of us when we are contemplating something like this.

Trustee Knell said the main take away that we would have is the ability to have a day pass with the lowest base rate membership that we can afford, within reason, to our neighboring municipalities.

Trustee Daroczy asked if Ms. Garrison can send the Board the fees that are currently in place.

Ms. Garrison shared the following screen and addressed questions from the Board:

MEMBERSHIPS & FEES		
Membership (Residents)	Early Bird (4/19– 5/9)	Regular (starts 5/10)
Family	\$450.00	\$500.00
Two person family	\$350.00	\$400.00
Individual	\$215.00	\$265.00
Senior Citizen	\$80.00	\$80.00
Caregiver	\$150.00	\$150.00
Lap Lane	\$110.00	\$110.00
Toddler Pass (Under the age of 3)	\$0.00	\$0.00
Membership (Non - Residents)*	Rates	
Family	\$775.00	
Two person family	\$650.00	
Individual	\$500.00	
Senior Citizen	\$200.00	
Caregiver	\$175.00	
Toddler Pass (Under the age of 3)	\$0.00	

MEMBERSHIP DESCRIPTIONS	
<p>Family: This membership includes an adult, their significant other/spouse and all children age 22 and younger within the same household. (Grandparents, aunts, uncles, cousins, etc. cannot be included in this pass). Family membership holders may bring up to 4 guest per day to the pool complex for an additional fee.</p> <p>Two Person Family: This membership includes two individuals residing in the same household. Please note, if one person is under the age of 12 the other must be over the age of 18 years of age (ie. Parent and child or two siblings). The two person family membership holders may bring up to 2 guests per day to the pool complex for an additional fee.</p> <p>Individual membership: Available to any one individual 12 years of age or over. Individual membership holders may bring up to 2 guests per day to the pool complex for an additional fee.</p> <p>Toddler Pass: For child(ren) under the age of 3. Only used to link a child (0-2) to an adult (18+) with a two person or individual membership. Members purchasing a Family membership can</p>	<p>Senior citizen is available to any one individual who is of the age of 62 years or older. Senior Citizen membership holders may bring up to 1 guest per day to the pool complex for an additional fee.</p> <p>Caregiver: This membership is available for babysitters/caregivers/au pairs who may or may not reside in the same household, but must be accompanied by the child(ren)/individual for which they are responsible. If a parent is accompanying the child(ren) into the pool area, caregivers will not be allowed in the pool complex—an individual pass must be purchased. Caregivers are not allowed guest privileges.</p> <p>Lap Lane: Available to residents who only use the lap lanes during the morning hours during the week: 6am-8am, Monday-Friday. This pass does not allow guests or entry into the pool during normal pool hours. (Pass is valid only from 6/28/2021-8/13/2021). Lap lane membership holders do not have guest privileges.</p>

Age requirements must be met by the start of the pool season (May 29) or the date of membership purchase (whichever date comes later)

Mayor Rossillo said Richard and Kendra can come up with a plan and present it to the Board at the next meeting.

Road to Freedom March

Mr. Leins said we received an inquiry from the Historical Society on the Road to Freedom March, and they were unable to have it last year. Mr. Leins said they have proposed October 17, 2021 as the date for the Road to Freedom March.

Ms. Linda Borkow/Dobbs Ferry Historical Society was present.

Ms. Borkow said last year they wound up doing a virtual event. Ms. Borkow said this year will be a very shortened form of the event. Ms. Borkow said they want to have the walk that follows the route of the revolutionary war soldiers. Ms. Borkow said this can be reasonably socially distant since the event is outside. Ms. Borkow said the police always escort them for part of the walk. Ms. Borkow said the walk concludes at the Mead House.

Mayor Rossillo said we do not have any issues with the event.

Mr. Leins said we should have a map that depicts the route of the walk, and the hours and any other information about the event. Mr. Leins said we can have formal approval at the next meeting of the Board.

Consider a resolution to appoint Dolph Rotfeld and the Village Consulting Engineer

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

RESOLUTION 53-2021

RESOLUTION OF THE BOARD OF TRUSTEES OF THE VILLAGE OF DOBBS FERRY TO APPOINT DOLPH ROTFELD ENGINEERING P.C. AS VILLAGE ENGINEERING CONSULTANT

WHEREAS, by Solicitation #2021-001 dated February 24, 2021, the Village issued a Request for Proposal for Professional Engineering Consultant Services; and

WHEREAS, based on a review of responsive proposals and interviews of candidates, the Village is prepared to proceed to appointment.

NOW THEREFORE BE IT RESOLVED, that the Board of Trustees hereby appoints the firm of Dolph Rotfeld Engineering P.C., 570 Taxter Road, Suite 300, Elmsford, NY 10523 and authorizes the Interim Village Administrator to execute a consulting services agreement in conformance with the Proposal dated March 19, 2021 received in response to the Village's Solicitation #2021-001.

MAYOR ROSSILLO	<input checked="" type="checkbox"/> AYE	<input type="checkbox"/> NAY	<input type="checkbox"/> ABSTAIN	<input type="checkbox"/> RECUSE	<input type="checkbox"/> ABSENT/EXCUSED
DEPUTY MAYOR CASSELL	<input checked="" type="checkbox"/> AYE	<input type="checkbox"/> NAY	<input type="checkbox"/> ABSTAIN	<input type="checkbox"/> RECUSE	<input type="checkbox"/> ABSENT/EXCUSED
TRUSTEE DAROCZY	<input checked="" type="checkbox"/> AYE	<input type="checkbox"/> NAY	<input type="checkbox"/> ABSTAIN	<input type="checkbox"/> RECUSE	<input type="checkbox"/> ABSENT/EXCUSED
TRUSTEE KNELL	<input checked="" type="checkbox"/> AYE	<input type="checkbox"/> NAY	<input type="checkbox"/> ABSTAIN	<input type="checkbox"/> RECUSE	<input type="checkbox"/> ABSENT/EXCUSED
TRUSTEE PATINO	<input checked="" type="checkbox"/> AYE	<input type="checkbox"/> NAY	<input type="checkbox"/> ABSTAIN	<input type="checkbox"/> RECUSE	<input type="checkbox"/> ABSENT/EXCUSED
TRUSTEE SULLIVAN	<input checked="" type="checkbox"/> AYE	<input type="checkbox"/> NAY	<input type="checkbox"/> ABSTAIN	<input type="checkbox"/> RECUSE	<input type="checkbox"/> ABSENT/EXCUSED
TRUSTEE TAYLOR	<input checked="" type="checkbox"/> AYE	<input type="checkbox"/> NAY	<input type="checkbox"/> ABSTAIN	<input type="checkbox"/> RECUSE	<input type="checkbox"/> ABSENT/EXCUSED
VOTE TOTALS	AYE: 7	NAY: 0	ABSTAIN: 0	RECUSE: 0	ABSENT/EXCUSED: 0
RESULT:	MOTION PASSES				

Minutes: May 11, 2021

Motion by Trustee Sullivan, seconded by Trustee Knell to approve the meeting minutes of May 11, 2021 as submitted.

MAYOR ROSSILLO	<input checked="" type="checkbox"/> AYE	<input type="checkbox"/> NAY	<input type="checkbox"/> ABSTAIN	<input type="checkbox"/> RECUSE	<input type="checkbox"/> ABSENT/EXCUSED
DEPUTY MAYOR CASSELL	<input checked="" type="checkbox"/> AYE	<input type="checkbox"/> NAY	<input type="checkbox"/> ABSTAIN	<input type="checkbox"/> RECUSE	<input type="checkbox"/> ABSENT/EXCUSED
TRUSTEE DAROCZY	<input checked="" type="checkbox"/> AYE	<input type="checkbox"/> NAY	<input type="checkbox"/> ABSTAIN	<input type="checkbox"/> RECUSE	<input type="checkbox"/> ABSENT/EXCUSED
TRUSTEE KNELL	<input checked="" type="checkbox"/> AYE	<input type="checkbox"/> NAY	<input type="checkbox"/> ABSTAIN	<input type="checkbox"/> RECUSE	<input type="checkbox"/> ABSENT/EXCUSED
TRUSTEE PATINO	<input checked="" type="checkbox"/> AYE	<input type="checkbox"/> NAY	<input type="checkbox"/> ABSTAIN	<input type="checkbox"/> RECUSE	<input type="checkbox"/> ABSENT/EXCUSED
TRUSTEE SULLIVAN	<input checked="" type="checkbox"/> AYE	<input type="checkbox"/> NAY	<input type="checkbox"/> ABSTAIN	<input type="checkbox"/> RECUSE	<input type="checkbox"/> ABSENT/EXCUSED
TRUSTEE TAYLOR	<input checked="" type="checkbox"/> AYE	<input type="checkbox"/> NAY	<input type="checkbox"/> ABSTAIN	<input type="checkbox"/> RECUSE	<input type="checkbox"/> ABSENT/EXCUSED
VOTE TOTALS	AYE: 7	NAY: 0	ABSTAIN: 0	RECUSE: 0	ABSENT/EXCUSED: 0
RESULT:	MOTION PASSES				

Trustee Liaison Reports

1. Zoning Board of Appeals: 5/12/2021

No report.

2. Youth Services Council: 5/13/2021

Trustee Daroczy said there was a speaker on substance abuse on May 13th, which was a very well attended event.

Trustee Daroczy said the Youth Services Council is looking for members and need a Chair.

Trustee Daroczy said we are hiring a Coordinator which were in the process of interviewing for.

3. Conservation Advisory Board: 5/19/2021

No report.

4. AHRB: 5/24/2021

No report.

Announcements

Deputy Mayor Cassell said there is an open community forum on affordable housing on June 2, 2021 at 7:00 p.m., the Zoom link can be found on the Village website.

Trustee Daroczy said she would be distributing flyers in the Village.

Deputy Mayor Cassell said there will be a Spanish speaking facilitator at the event.



Mayor Rossillo said there will be a Memorial Day ceremony on Memorial Day, at 10:00 a.m. at the high school.

Trustee Knell said tomorrow the Chamber of Commerce is meeting at 7:00 p.m. and both the Mayor and Mr. Leins are slated to speak.

Trustee Daroczy thanked DPW for their work on the planters throughout the Village.

Adjournment

Motion by Trustee Knell, seconded by Trustee Sullivan to close the meeting.

MAYOR ROSSILLO	<input checked="" type="checkbox"/> AYE	<input type="checkbox"/> NAY	<input type="checkbox"/> ABSTAIN	<input type="checkbox"/> RECUSE	<input type="checkbox"/> ABSENT/EXCUSED
DEPUTY MAYOR CASSELL	<input checked="" type="checkbox"/> AYE	<input type="checkbox"/> NAY	<input type="checkbox"/> ABSTAIN	<input type="checkbox"/> RECUSE	<input type="checkbox"/> ABSENT/EXCUSED
TRUSTEE DAROCZY	<input checked="" type="checkbox"/> AYE	<input type="checkbox"/> NAY	<input type="checkbox"/> ABSTAIN	<input type="checkbox"/> RECUSE	<input type="checkbox"/> ABSENT/EXCUSED
TRUSTEE KNEEL	<input checked="" type="checkbox"/> AYE	<input type="checkbox"/> NAY	<input type="checkbox"/> ABSTAIN	<input type="checkbox"/> RECUSE	<input type="checkbox"/> ABSENT/EXCUSED
TRUSTEE PATINO	<input checked="" type="checkbox"/> AYE	<input type="checkbox"/> NAY	<input type="checkbox"/> ABSTAIN	<input type="checkbox"/> RECUSE	<input type="checkbox"/> ABSENT/EXCUSED
TRUSTEE SULLIVAN	<input checked="" type="checkbox"/> AYE	<input type="checkbox"/> NAY	<input type="checkbox"/> ABSTAIN	<input type="checkbox"/> RECUSE	<input type="checkbox"/> ABSENT/EXCUSED
TRUSTEE TAYLOR	<input checked="" type="checkbox"/> AYE	<input type="checkbox"/> NAY	<input type="checkbox"/> ABSTAIN	<input type="checkbox"/> RECUSE	<input type="checkbox"/> ABSENT/EXCUSED
VOTE TOTALS	AYE: 7	NAY: 0	ABSTAIN: 0	RECUSE: 0	ABSENT/EXCUSED: 0
RESULT:	MOTION PASSES				

The meeting closed at 9:01 p.m.