



VILLAGE OF DOBBS FERRY BOARD OF TRUSTEES AGENDA

MEETING DATE: OCTOBER 12, 2021
AGENDA ITEM SECTION: MINUTES
AGENDA ITEM NO. : 1
AGENDA ITEM: SEPTEMBER 14, 2021
ITEM BACKUP DOCUMENTATION: 1. DRAFT MEETING MINUTES OF SEPTEMBER 14, 2021

DRAFT MINUTES – NOT TO BE USED AS OFFICIAL DOCUMENT

Regular meeting of the Board of Trustees of the Village of Dobbs Ferry held on September 14, 2021, remotely via Zoom: <https://zoom.us/j/205957953?pwd=aU5YNHJVYkxub3lWN0RzQUZ0VzROU09>, 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, Michael Patino, 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: Ms. Kendra Garrison/Superintendent of Recreation, Ms. Jennifer Dorman/Senior Office Assistant, and Ms. Alissa Fasman/Secretary to the Village Administrator. Absent/excused: Trustee Christy Knell.

Mayor Rossillo said this is the first hybrid meeting. Mayor Rossillo said some Trustees are attending the meeting in person and some are attending remotely. Mayor Rossillo said the meeting is being broadcast on Altice and Verizon and is being livestreamed. Mayor Rossillo said the instructions are listed on the website and on the meeting agenda.

Motion by Trustee Sullivan, seconded by Trustee Patino 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 KNELL	<input type="checkbox"/> AYE	<input type="checkbox"/> NAY	<input type="checkbox"/> ABSTAIN	<input type="checkbox"/> RECUSE	<input checked="" type="checkbox"/> ABSENT/EXCUSED
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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				

Mayor Rossillo noted that Trustees attending the meeting in person are Trustees Daroczy, Sullivan and Patino; and appearing virtually is Deputy Mayor Cassell and Trustee Taylor. Mayor Rossillo said that Trustee Knell is excused this evening.

Pledge of Allegiance

Mayor Rossillo led the pledge of allegiance.

Mayor Rossillo acknowledged the passing of longtime resident and former Village Trustee Paula Dambroff. Mayor Rossillo read the following portion of Trustee Dambroff's obituary: Paula was a longtime resident of Dobbs Ferry. She died on August 25, 2021 after a long enduring battle with cancer. She was raised in Syosset, NY. She attended Adelphi University achieving her Masters degree at The University of Pittsburgh. She worked as an Assistant Director of Volunteer Services at Westchester Community College. She served for two terms as a Trustee for the Village. She was married for 43 years and has two children, Rebecca and Daniel.

Mayor Rossillo said we are very saddened by her loss, she was a very integral part of the community. Mayor Rossillo said contributions may be made in Paula's memory to the Leukemia and Lymphoma Society: <https://www.lls.org/> or the Carcinoid Cancer Foundation: <https://www.carcinoid.org/>

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Mayor Rossillo asked for a moment of silence in memory of Trustee Dambroff.

Appointments: Consider a resolution confirming appointment of part-time employee Sarah Collins as full-time Senior Office Assistant (Automated Systems), off of Civil Service Eligible List #02-416, effective September 1, 2021, at an annual salary of \$50,000.00

Mayor Rossillo said Ms. Collins is a part-time employee and is now going to move to a full-time employee. Mayor Rossillo said we are not adding anyone, we are replacing someone who has left the employ of the Village.

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

RESOLUTION 104-2021

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE VILLAGE OF DOBBS FERRY
TO APPOINT SARAH COLLINS AS SENIOR OFFICE ASSISTANT
(AUTOMATED SYSTEMS), EFFECTIVE ON SEPTEMBER 1, 2021**

RESOLVED, that the Board of Trustees hereby appoints Sarah Collins as Senior Office Assistant (Automated Systems) off of Civil Service Eligible List #02-416, effective on September 1, 2021, for an annual salary of \$50,000.00.

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 type="checkbox"/> AYE	<input type="checkbox"/> NAY	<input type="checkbox"/> ABSTAIN	<input type="checkbox"/> RECUSE	<input checked="" 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: 6	NAY: 0	ABSTAIN: 0	RECUSE: 0	ABSENT/EXCUSED: 1
RESULT:	MOTION PASSES				

Appointments: Consider a resolution appointing Monica Taylor as a regular member of the Traffic Committee for a term of one year; Betsy Lynn as a regular member of the Traffic Committee for a term of one year; and Michael Gallagher as a regular member of the Conservation Advisory Board for a term of three years; as recommended by the Nominating Committee

Ms. Paula McCarthy sent the following e-mail dated August 12, 2021 to Mayor Rossillo and Ms. Elizabeth Dreaper/Village Clerk:

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Liz Dreaper

From: Paula Ann McCarthy [REDACTED]
Sent: Thursday, August 12, 2021 9:26 AM
To: Vincent Rossillo; Liz Dreaper
Cc: Christy Knell
Subject: Nominating Committee Recommendations

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

August 12, 2021

Mayor Vincent Rossillo
Village of Dobbs Ferry
112 Main Street
Dobbs Ferry, NY 10522

Dear Mayor Rossillo:

The Nominating Committee met last evening, via zoom, to conduct interviews for volunteers submitting an application to serve on various Village Boards/Committees.

Based on our interviews and application review, we recommend the following excellent candidates:

- MARY ANN HOGAN
Senior Advocacy Committee
- MONICA TAYLOR
Traffic Committee
- ERNEST BIAL
Affordable Housing Task Force
- MICHAEL GALLAGHER
Conservation Advisory Board
Housing Board of Appeals
- BETSY LYNN
Traffic Committee

Additionally, we interviewed Erich Bussing who is interested in the Architectural & Historic Review Board. We will be forwarding his Application to Lair Rosenkranz, Committee Chair, so that they can have a discussion regarding the goals of the committee and what Erich's experience he can bring to it. Once they speak and if Lair feels Erich will be an asset to the committee, I will make a recommendation.

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If you have any questions, please feel free to contact me.

Thank you for your consideration.

Best regards,

Paula Ann McCarthy

Paula Ann McCarthy, Chair
Nominating Committee

Attachment (Volunteer Application Forms)

cc: L. Dreaper

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

RESOLUTION 105-2021

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE VILLAGE OF DOBBS FERRY
TO APPOINT BOARD AND COMMITTEE MEMBERS AS RECOMMENDED BY THE
NOMINATING COMMITTEE**

NOW, THEREFORE, BE IT RESOLVED, that the Village Board of Trustees of the Village of Dobbs Ferry hereby appoints Monica Taylor as a regular member of the Traffic Committee for a term of one year; Betsy Lynn as a regular member of the Traffic Committee for a term of one year; and Michael Gallagher as a regular member of the Conservation Advisory Board for a term of three years; as recommended by the Nominating Committee.

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
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RESULT:	MOTION PASSES				

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Appointments: Mayor Rossillo to announce the following Ad-hoc Committee appointments, each for a term of one year: Affordable Housing Task Force: Ernest Bial; and Senior Advocacy Committee: Mary Ann Hogan

Mayor Rossillo announced the following ad-hoc committee appointments, each for a term of one year: Affordable Housing Task Force: Ernest Bial; and Senior Advocacy Committee: Mary Ann Hogan.

Courtesy of the Floor (Please limit comments to no more than 3 minutes)

No one addressed the Board.

Discussion Items:

Consideration of a resolution authorizing the Interim Village Administrator to sign an agreement with the Dobbs Ferry Volunteer Ambulance Corps to provide financial support in the sum of \$10,000 per month commencing August 1, 2021 for the balance of the 2021-2022 fiscal year

Mr. Leins said you had an opportunity to meet with representatives of the Dobbs Ferry Volunteer Ambulance Corps to speak about their situation and the services that they are rendering to the community. Mr. Leins said they were looking for some additional financial help at this time based on varying factors in their financial position. Mr. Leins said last year the Board committed \$60,000.00 to the Corps to help them through the bump of the COVID issues and other related financial issues. Mr. Leins said that money was carried over to the new fiscal year and some of it was used to continue their support. Mr. Leins said that money has now been completely depleted and that is why they are back at this time, to look for some additional support. Mr. Leins said this is actually the first time you have had the opportunity to consider their request in an open meeting. Mr. Leins said he put in the sum of \$10,000/month which aggregates to the full \$120,000.00 that was budgeted for. Mr. Leins said it was not intended to supersede any discussion or considerations that the Board may have, but just to spur the conversations.

Mr. Chuhta said the Corps was able to get their financial software set up. Mr. Chuhta said for the past several months they have provided un-audited financial statements.

Mr. Chuhta addressed questions from the Board.

A discussion was held.

Trustee Patino said he would recommend giving them the \$120,000.00 for the remaining ten months as a way to get closer to the projected shortfall.

Trustees Daroczy, Sullivan, Taylor and Deputy Mayor Cassell agree with Trustee Patino and thinks it is a good idea to support the Ambulance Corps.

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

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RESOLUTION 106-2021

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE VILLAGE OF DOBBS FERRY
TO AUTHORIZE THE INTERIM VILLAGE ADMINISTRATOR TO SIGN AN AGREEMENT
WITH THE DOBBS FERRY VOLUNTEER AMBULANCE CORPS FOR FINANCIAL
SUPPORT IN EXCHANGE FOR EMERGENCY SERVICES**

WHEREAS, at the October 13, 2020 Board of Trustees meeting the Trustees approved providing financial support to the Dobbs Ferry Volunteer Ambulance Corps (DFVAC) for a defined period of three months with the total amount not to exceed \$60,000; and

WHEREAS, at the June 8, 2021 Board meetings, the Trustees extended the period of support through September 30, 2021 without increasing the total amount; and

WHEREAS, the DFVAC has now presented evidence of an ongoing need for financial support and in light of the essential emergency services provided by DFVAC to the Village and its residents, the Board of Trustees is amenable to extending support.

THEREFORE, BE IT RESOLVED that the Board of Trustees hereby rescinds the deadline set forth in its resolution dated June 8, 2021, declares that ongoing support of the Dobbs Ferry Volunteer Ambulance Corps serves an important governmental function, and authorizes financial support retroactive to August 1, 2021 for a term concurrent with the fiscal year ending June 30, 2022 for claims related to payroll and expenses attributable to pre-hospital emergency treatment and ambulance services in an amount not to exceed \$12,000 per month; and

BE IT FURTHER RESOLVED that the Village Administrator is authorized to execute an agreement with DFVAC setting forth the terms of the relationship including the procedures for auditing and processing claims for payment and any other documentation necessary to the support of the DFVAC or the enforcement of the agreement.

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 type="checkbox"/> AYE	<input type="checkbox"/> NAY	<input type="checkbox"/> ABSTAIN	<input type="checkbox"/> RECUSE	<input checked="" type="checkbox"/> ABSENT/EXCUSED
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VOTE TOTALS	AYE: 6	NAY: 0	ABSTAIN: 0	RECUSE: 0	ABSENT/EXCUSED: 1
RESULT:	MOTION PASSES				

Courtesy of the Floor (Please limit comments to no more than 3 minutes)

The following people addressed the Board: Mr. Bob Radomski/Ogden Avenue.

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Mayor Rossillo said there is a second public forum on New York Cannabis Legalization & Licensing Law, on October 6, 2021 at 7:00 p.m.

Consideration of resolution authorizing the Interim Village Administrator to sign 2021 Joint Road Paving agreement with Montesano Bros at an amount not to exceed \$225,000

Ms. Jennifer Dorman/Senior Office Assistant DPW sent the following memo dated September 8, 2021 to Mayor Rossillo and the Board of Trustees:

Village of Dobbs Ferry

Memo

To: Mayor & Board of Trustees
From: Jennifer Dorman, Senior Office Assistant DPW
Date: September 8, 2021
RE: 2021-22 Joint Paving Bid

Every year the six River Towns(with help from our engineers) meet and prepare a Joint Road Paving Bid as an easy and effective way for all of the towns to pave a select number of streets at an affordable price. This year the Village of Irvington took the lead on this project and they received five (5) bids for milling and paving. The bids are as follows:

2021 Milling and Paving Bid Results	
Montesano Bros., Inc.	\$1,802,068.28
ELQ Industries, Inc.	\$2,013,254.10
PCI Industries Corp.	\$1,826,963.40
Waters Construction Co.	\$1,923,191.00
Morano Brothers Corp.	\$1,927,903.10

The Village of Irvington awarded the bids to Montesano Bros., Inc. in the amount of \$1,802,068.28 for milling and paving. I am requesting that the Board of Trustees consider a motion to approve the Village of Dobbs Ferry to enter into this cooperative agreement with the Villages of Ardsley, Irvington, Elmsford,

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Hastings and Tarrytown. The Village of Dobbs Ferry's portion of this bid is an amount not to exceed \$225,000.00 to mill and pave the other halves of the roads of:

- Shady Lane
- Brookside Lane
- Meadoway
- Park Hill Terrace
- Summit Terrace
- Hilldale Road
- Briary Road

The cost of this project will be expended from the Capital Fund which will be reimbursed by the New York State Department of Transportation Consolidated Local Street and Highway Improvement Program (CHIPS).

Thank you.

Mr. James J. Hahn, P.E./Village Consulting Engineer sent the following memorandum dated September 8, 2021 to Mr. Richard Leins/Interim Village Administrator:



JAMES J. HAHN
ENGINEERING, P.C.

Putnam Business Park
1689 Route 22
Brewster, NY 10509

Tel: 845-279-2220
Fax: 845-279-8909
jhahn@hahn-eng.com

MEMORANDUM

To : Richard Leins
Village Administrator

From : James J. Hahn, P.E.
Village Consulting Engineer

Date : September 8, 2021

Subject : 2021 Road Milling and Paving Contract
Village of Dobbs Ferry, NY

On May 6, 2021, five (5) bids for the referenced project were received and publicly read aloud at Irvington Village Hall. As requested, we have reviewed the bids in accordance with the project specifications. The bid values were verified for the five bidders as shown on the attached spreadsheet. No corrections were required.

Under this Contract, the project consists of milling approximately 74,621 square yards of existing roadway surface, adjust manholes, valve boxes, and catch basins, and installing approximately 8,515 tons of asphalt top course, across six Villages in Westchester County, NY.

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

<u>CONTRACTOR</u>	<u>TOTAL BID</u>
Montesano Bros., Inc. 76 Plain Avenue New Rochelle, NY 10801	\$1,802,068.28
PCI Industries Corp. 550 Franklin Avenue Mt. Vernon, NY 10550	\$1,826,963.40
Waters Construction Company 300 Bostwick Avenue Bridgeport, CT 06605	\$1,923,191.00

E N V I R O N M E N T A L A N D C I V I L E N G I N E E R I N G
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Richard Leins
2021 Road Milling and Paving Contract
September 8, 2021
Page 2

Morano Brothers Corp.
2045 Albany Post Rd.
Croton-on-Hudson, NY 10520 \$1,927,903.10

ELQ Industries, Inc.
567 Fifth Avenue
New Rochelle, NY 10801 \$2,013,254.10

The anticipated total cost of work in Dobbs Ferry is \$127,327.66. Attached is a bid analysis showing each contractor's bid, and also Dobbs Ferry's cost if the low bidder is approved.

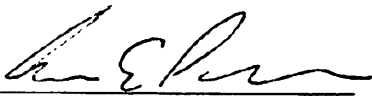
The lowest bidder for the work is Montesano Bros. Inc., who has submitted a responsive bid with satisfactory work references and has been successful in completing similar projects of similar scope.

In addition, the Village Department of Public Works has requested to add four (4) more streets, approximately 260 tons and 2,100 square yards of milling. The cost of these additional streets, based on bid unit costs, is \$58,581.25. Since these additional streets, plus the original bid streets, are all half width, we recommend the Village seal the new cold joint down the center of all the street, for an approximate length of 6,065 linear feet and a cost of \$18,195.00. A change order would be necessary after agreements are signed for these additions to bring the cost of the project to approximately \$204,104.00.

Montesano Bros., Inc. has indicated that they can perform the work in accordance with the project specifications, however the schedule this fall is weather dependent.

Based on the above, we recommend that the Village Board accept and approve Montesano Bros., Inc. as the low bidder and have the project proceed pending the submission of bonds, and insurances. We also recommend the Village Board approve a total amount of \$225,000.00 to allow for the newly added streets, joint sealing, and a 10% contingency.

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



GP:PV

Enclosure

P:\Village of Dobbs Ferry\Highway Department\Paving\Paving 2021\Village Recommendation.doc

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SUMMARY OF QUANTITIES - ROAD MILLING AND PAVING CONTRACT 2021 VILLAGE OF ARDSLEY - VILLAGE OF DOBBS FERRY VILLAGE OF ELMSFORD - VILLAGE OF HASTINGS ON HUDSON VILLAGE OF IRVINGTON - VILLAGE OF TARRYTOWN

MONTESANO BROTHERS INC.

Spec. Sec.	Bid Item	Units	Unit Price	Ardsley		Dobbs Ferry		Elmsford		Hastings-On-Hudson	
				Quantity	Cost	Quantity	Cost	Quantity	Cost	Quantity	Cost
10A	Asphalt Miscellaneous Sidewalks, Swales & Driveways	SF	\$4.00	19,200	\$76,800.00	800	\$3,200.00	0	\$0.00	0	\$0.00
51A-6F	Furnish & Install Bituminous Top Course	TON	\$129.50	4,616	\$597,772.00	590	\$76,405.00	770	\$99,715.00	500	\$64,750.00
51M	Milling Existing Pavement (2")	SY	\$7.00	41,541	\$290,787.00	5,310	\$37,170.00	6,900	\$48,300.00	4,450	\$31,150.00
102HMA-1	Adjust Manhole & Catch Basin Frames, Covers & Grates	EA	\$550.00	92	\$50,600.00	10	\$5,500.00	0	\$0.00	0	\$0.00
102HMA-2	Adjust Manhole & Catch Basin Frames, Covers & Grates	EA	\$2,218.59	0	\$0.00	2	\$4,437.18	0	\$0.00	0	\$0.00
13VA	Adjust Valves and Boxes	EA	\$153.87	59	\$9,078.33	4	\$615.48	0	\$0.00	0	\$0.00
TG640	Reflectorized Pavement Marking Paints	LF	\$0.59	4,800	\$2,832.00	0	\$0.00	0	\$0.00	0	\$0.00
TOTALS				\$1,027,869.33		\$127,327.66		\$148,015.00		\$95,900.00	

P:\Village of Irvington\Highway Department\ paving 2021\ paving\Appendix\Appendix A - Summary of Quantities

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**SUMMARY OF QUANTITIES - ROAD MILLING AND PAVING 2021
VILLAGE OF DOBBS FERRY**

Spec. Sec.	Bid Item	Units	Unit Price	Dobbs Ferry Revised 8/18/2021	
				Quantity	Cost
10A	Asphalt Miscellaneous Sidewalks, Seals & Driveways	SF	\$4.00	100	\$640.00
31A-07	Furnish & Install Bituminous Top Course	TGN	\$129.90	850	\$110,075.00
51M	Milling Existing Pavement (2")	SY	\$7.00	7,410	\$51,870.00
102HMA-1	Adjust Manhole & Catch Basin Frames, Covers & Gates	EA	\$550.00	20	\$11,000.00
102HMA-2	Adjust Manhole & Catch Basin Frames, Covers & Gates	EA	\$2,218.59	5	\$11,092.95
13YA	Adjust Valves and Boxes	EA	\$153.87	8	\$1,230.96
TO640	Reflectioned Pavement Marking Paints	LF	\$1.00	0	\$0.00
TOTAL					\$183,908.91

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2021 Road Milling and Paving Contract (Ardsley, Dobbs Ferry, Elmsford, Hastings-on-Hudson, Irvington, Tarrytown)				Bidder		Montesano Brothers, Inc		PCI Industries Corp.		Waters Construction Co.		Morano Brothers Corp.		ELQ Industries, Inc.	
				Address		70 Plaza Avenue		100 Franklin Avenue		380 Burnstock Avenue		2045 Albany Road Rd.		167 Fells Avenue	
				City, State		New Rochelle, NY 10801		Mount Vernon, NY 10550		Bridgeport, CT 06605		Croton-on-Hudson, NY 10520		New Rochelle, NY 10801	
				Phone		914-235-4000		914-465-4700		203-334-6883		914-737-0539		914-454-1040	
BID ANALYSIS 2021															
SPEC	ITEM	EST QUANT	UNIT	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
16A	Asphalt Mix, Sidewalks, Snakes and Driveways	21,000	SF	\$ 4.00	\$ 92,000.00	\$ 6.00	\$ 138,000.00	\$ 9.00	\$ 207,000.00	\$ 8.00	\$ 184,000.00	\$ 8.45	\$ 194,350.00		
11A-01	Bituminous Top Course	8,515	TON	\$ 129.50	\$ 1,102,692.50	\$ 126.90	\$ 1,080,553.50	\$ 131.00	\$ 1,115,465.00	\$ 135.00	\$ 1,149,525.00	\$ 131.30	\$ 1,118,019.50		
11M	Cold Milling & Removal of Bituminous Pavement (2")	74,621	SY	\$ 7.00	\$ 522,347.00	\$ 6.90	\$ 514,884.90	\$ 6.00	\$ 447,726.00	\$ 6.10	\$ 455,188.10	\$ 7.60	\$ 567,119.60		
102MH A-1	Adjusting Catch Basins and Manhole Covers	119	EA	\$ 550.00	\$ 65,450.00	\$ 475.00	\$ 56,525.00	\$ 1,600.00	\$ 119,000.00	\$ 810.00	\$ 96,390.00	\$ 725.00	\$ 86,275.00		
102MH A-2	Adjusting Catch Basins and Manhole Covers	2	EA	\$ 2,218.50	\$ 4,437.18	\$ 1,100.00	\$ 2,200.00	\$ 1,800.00	\$ 3,600.00	\$ 1,000.00	\$ 2,000.00	\$ 1,825.00	\$ 3,650.00		
11VA	Adjust Valve Boxes	80	EA	\$ 153.87	\$ 12,309.60	\$ 375.00	\$ 30,000.00	\$ 200.00	\$ 16,000.00	\$ 450.00	\$ 36,000.00	\$ 470.00	\$ 37,600.00		
10400	Reflectorized Pavement Marking Paints	4,800	LF	\$ 0.50	\$ 2,832.00	\$ 1.00	\$ 4,800.00	\$ 3.00	\$ 14,400.00	\$ 1.00	\$ 4,800.00	\$ 1.30	\$ 6,240.00		
76	Maintenance and Protection of Traffic		NP	NP	Non-Payment	NP	Non-Payment	NP	Non-Payment	NP	Non-Payment	NP	Non-Payment	NP	Non-Payment
12	Restoration		NP	NP	Non-Payment	NP	Non-Payment	NP	Non-Payment	NP	Non-Payment	NP	Non-Payment	NP	Non-Payment
TOTAL COST					\$ 1,802,868.28		\$ 1,826,963.40		\$ 1,923,191.00		\$ 1,927,983.10		\$ 2,013,254.10		

P:\Village of Irvington Highway Department Paving 2021 Paving Bid analysis.xls

Mr. Leins said the Village goes through a joint paving bid with the other Rivertowns which is released every year and is something the Village has been doing for several years. Mr. Leins said the joint paving provides for the anticipated roads that you are going to be paving in the upcoming fiscal year and also provides a cushion for some additional work that could be done under the contract with the selected bidder Montesano Brothers, Inc. Montesano Brothers, Inc. was the lowest bidder and it was recommended to have the bid awarded to them.

Ms. Dorman said this is completely covered under CHIPs so we are not spending any money out of the general fund. Ms. Dorman said we spend it and then get reimbursed by CHIPs.

Ms. Dorman addressed questions from the Board.

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

RESOLUTION 107-2021

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE VILLAGE OF DOBBS FERRY
AUTHORIZING THE INTERIM VILLAGE ADMINISTRATOR TO SIGN 2021 JOINT ROAD
PAVING AGREEMENT WITH MONTESANO BROTHERS, INC. AT AN AMOUNT NOT TO
EXCEED \$225,000**

WHEREAS, the Villages of Ardsley, Tarrytown, Irvington, Elmsford, Irvington and Hastings collectively went out to bid with the Village of Dobbs Ferry; and

WHEREAS, the Village of Irvington, who took the lead on the bidding process, received 5 bids; and

WHEREAS, the bid was awarded to the lowest, responsible bidder, Montesano Brothers, Inc.; and

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WHEREAS, the total amount of the bid was for \$1,802,068.28 and the amount that the Village of Dobbs Ferry will be responsible for is an amount not to exceed \$225,000.

NOW, THEREFORE, BE IT RESOLVED, that the Village Board of Trustees of the Village of Dobbs Ferry hereby authorizes the Interim Village Administrator to award the bid for the 2021 Joint Road Paving to the lowest bidder Montesano Bros for a total of \$1,802,068.28. The amount that Dobbs Ferry would be responsible for is an amount not to exceed \$225,000 to pave Briary Road, Shady Lane, Brookside Lane, Hilldale Road, Meadoway, Summit Terrace and Park Hill Terrace.

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 type="checkbox"/> AYE	<input type="checkbox"/> NAY	<input type="checkbox"/> ABSTAIN	<input type="checkbox"/> RECUSE	<input checked="" 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: 6	NAY: 0	ABSTAIN: 0	RECUSE: 0	ABSENT/EXCUSED: 1
RESULT:	MOTION PASSES				

Consideration of resolution authorizing agreement for Community Solar with Sustainable Westchester

Proposed agreement for Community Solar with Sustainable Westchester is as follows:

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CDG Provider: G&S Solar / RM Community Solar LLC
CDG Project Manager: PowerMarket | Phone 917-793-1171 | Email: gssolar@powermarket.io

Community Distributed Generation Disclosure Form	
Subscriber Information & Electric Utility	<p><u>Name:</u></p> <p><u>Service Address:</u></p> <p><u>Phone:</u></p> <p><u>Email:</u></p> <p><u>Utility:</u> Consolidated Edison Company of New York, Inc. / New York Power Authority</p>
Overview	<p>This document describes your community solar subscription. In the event that the terms in this statement conflict with terms appearing elsewhere in your contract, the terms in this statement are controlling. Read this document and the contract carefully so that you fully understand this agreement.</p>
Price, Fees, and Charges	<p><u>Billed Amount:</u> 90% of value of the community solar credit amount on your Consolidated Edison or New York Power Authority Bill</p> <p>The total credit amount that appears on your Consolidated Edison or New York Power Authority bill will offset your electric charges. This credit amount will vary each month depending on the output of the solar system, Value of Distributed Energy Resource (VDER) credit rate, and your individual allocated portion of the community solar project.</p> <p>Payments will be either made by check or automatically withdrawn from your bank account on file using ACH's secure transaction process. You will be notified of the charge amount and billing date prior to your withdrawal processed. Any changes to this billing cadence will be communicated by the Provider.</p>
Project Location and Subscriber Allocation	<p><u>Location:</u> To Be Determined.</p> <p><u>Size:</u> To Be Determined</p> <p><u>Generation allocated to Subscriber:</u> Once you have completed your enrollment process, your utility data will be analyzed to ensure a correct allocation. Your allocation will reflect the lesser of approximately 100% of your historic annual usage or the solar credits available. Provider shall have the right to make adjustments to the percentage of the Credits allocable to you.</p>
Length of Agreement and Renewal	<p>This agreement will last two (2) years and will commence on the date of the first Electric Utility bill displaying credits.</p> <p>Following the initial two (2) year term, the agreement will be automatically extended on a yearly basis under the same terms unless you or the Provider elect to terminate the agreement.</p>
Early Termination	<p>Subscriber has the right to terminate this Agreement by providing written notice to Authorized Designee of not less than sixty (60) days.</p>
Estimated Benefits	<p>Estimate of kWh generation received annually: Approximately 90% of current annual consumption.</p> <p>Generation will be provided as a monetary bill credit based on the VDER rate.</p>
Guarantees	<p>This contract does not guarantee savings or a minimum level of system performance or production of energy.</p>
Data Sharing and Privacy Policy	<p>Information such as your annual energy consumption and billing cycle will be requested on your behalf from your utility. This data will be used to appropriately allocate energy credits to your bill and communicate any errors to the utility for resolution.</p>

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CDG Project Manager: PowerMarket | Phone 917-793-1171 | Email: gssolar@powermarket.io

	Provider will restrict disclosure of the information solely to employees, representatives, investors, and/or advisors with a need to know and not disclose to third parties.
Subscriber Rights	If you have inquiries or complaints that the Provider is unable to resolve, you have the right to call the Department of Public Service Helpline at 1-800-342-3377. You may file a complaint on the Helpline or by following the instructions www.dps.ny.gov/complaints.html .
Other Important Terms	The services provided by RM Community Solar LLC to Customer are governed by the terms and conditions of this Agreement and HEFPA for residential customers. Inquiries about HEFPA may be made with the Department of Public Service Helpline at 1-800-342-3377 or http://www.dps.ny.gov/complaints.html .
Preparer Name and Contact Information	PowerMarket 335 Madison Avenue New York, NY 10017 917-793-1171 gssolar@powermarket.io

Signature of Authorized Company Official or Representative:

Date:

Signature of Subscriber:

Date:

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GENERAL TERMS AND CONDITIONS

1. **PARTIES.** This Solar Community Distributed Generation Agreement for Subscribers ("Agreement") is entered into as of the "Effective Date" stated on the Cover Page by and between the "Authorized Designee of the CDG Host" and you, the "Subscriber" (individually, a "Party" and collectively, the "Parties"). The New York State Public Service Commission permits Subscribers to receive Bill Credits on their Electric Utility bill in consideration for purchasing the Percentage Allocation of the Project NMGF. By signing the Cover Page, Subscriber agrees to the terms and conditions below.

2. DEFINITIONS.

a. "Agreement" means this Solar Community Distributed Generation Agreement for Subscribers;

b. "Annual Reconciliation" is defined in Section 5(b);

c. "Annual Reconciliation Payment" means Subscriber's additional annual payment to Authorized Designee calculated by finding the product of the excess number of kWhs distributed to Subscriber after the Authorized Designee performs an Annual Reconciliation and the Subscription Rate;

d. "Authorized Designee of the CDG Host" or "Authorized Designee" means PowerMarket, LLC;

e. "Bill Credits" and "Bill Credit Rate": "Bill Credits" are the monetary credits applied on Subscriber's Electric Utility bill. "Bill Credit Rate" means the per kWh rate for the Service Classification applicable to Subscriber. Bill Credits are calculated by finding the product of the number of kWhs allocated to Subscriber during a given Bill Period and the Bill Credit Rate;

f. "Bill Period" means one (1) calendar month, commencing from the Term defined in Section 3;

g. "CDG Host" means a non-residential customer of the Electric Utility that owns or operates the Project NMGF. The CDG Host is a signatory to a Community Distributed Generation Operating Agreement with the Electric Utility to permit CDG Host to participate in the CDG Program in the Electric Utility's service territory;

h. "CDG Host Anniversary" means each twelve (12) month period after commencement of the Term defined in Section 3;

i. "CDG Program" means the New York State Community Distributed Generation program authorized by the New York State Public Service Commission's July 17, 2015 Order Establishing a Community Distributed Generation Program and Making Other Findings (Case 15-E-0082), as amended and administered by the Electric Utility;

j. "Commercial Operation Date" or "COD" means the date upon which the Project NMGF is authorized by the Electric Utility to generate and deliver electrical energy to the transmission system;

k. "Effective Date" means the date of the first Electric Utility bill displaying credits;

l. "Electric Utility" means a utility in New York that provides Subscriber with electricity service;

m. "Energy Attributes" means any and all direct, indirect, or derivative benefits or incentives of owning and/or operating the Project NMGF including but not limited to ancillary services, environmental attributes, renewable energy credits, green tags, green tag reporting rights, carbon offset credits, rebates, tax attributes, tax credits, depreciation, depreciation bonuses, cost recovery deductions, the NY-Sun Incentive Program, federal, state or local incentives, or any other attributes, benefits, or incentives of owning the Project NMGF of any kind;

n. "Excess Generation" means the number of kWhs generated by the Project NMGF and supplied by the CDG Host to the Electric Utility during a given Bill Period that exceeds the number of kWhs supplied by the Electric Utility to the CDG Host during such Bill Period;

o. "Force Majeure" means any event or circumstance beyond the reasonable control of CDG Host or the

Authorized Designee or Subscriber and not resulting from CDG Host's or the Authorized Designee's or the Subscriber's negligence;

p. "Kilowatt Allocation" means, prior to the Commercial Operation Date, the number of kW of the Project NMGF Capacity allocated to Subscriber;

q. "kW(s)" means one-thousand (1,000) watts of electrical power;

r. "kWh(s)" means a measure of electrical energy equivalent to a power consumption of one kW for one (1) hour;

s. "Monthly Subscription Payment" is defined in Section 5(a). The Monthly Subscription Payment is calculated by finding the product of (i) the number of kWhs generated by the Project NMGF in a given Bill Period, (ii) the Percentage Allocation, and (iii) the Subscription Rate;

t. "NYISO" means the New York Independent System Operator, which operates the State of New York's power grid and wholesale electricity markets;

u. "NYISO Zone(s)" means one or more of the eleven (11) regional market zones operated by NYISO;

v. "Percentage Allocation" means, i. prior to the Commercial Operation Date, the percentage of the Project NMGF Capacity allocated to Subscriber and calculated by finding the quotient of the Kilowatt Allocation and the Project NMGF Capacity; or

ii. subsequent to the Commercial Operation Date, the percentage of the Project NMGF's Excess Generation allocated to Subscriber and calculated by finding the quotient of the Excess Generation allocated to Subscriber for a given Bill Period and the total Excess Generation of such Bill Period;

w. "Project NMGF" means the NMGF from which Subscriber purchases the Percentage Allocation;

x. "Project NMGF Capacity" means the nameplate capacity in kW of the Project NMGF;

y. "Renewal Term" is defined in Section 3;

z. "Service Address" means the metered service address identified on the Cover Page;

aa. "NMGF" means an electric generation facility eligible for net-metering as a non-residential customer in conformance with New York Public Service Law Section 66-j;

bb. "Subscriber" means the person or persons or organization identified on the Cover Page as purchasing the Percentage Allocation, and which is an electric service customer of the Electric Utility;

cc. "Subscriber Data" is defined in Section 4(e);

dd. "Subscriber Eligibility Criteria" is defined in Section 4(c);

ee. "Subscription Rate" means the price per kWh charged by the Authorized Designee to the Subscriber. The Subscription Rate for a given Bill Period shall equal the Bill Credit Rate applied to Subscriber's Electric Utility bill multiplied by ninety percent (90%), including applicable taxes;

ff. "Tariff" means the Consolidated Edison Company of New York, Inc. or New York Power Authority Schedules for Electric Service;

gg. "Term" is defined in Section 3.

3. **TERM.** The Agreement shall commence on the date set forth in the Community Distributed Generation Disclosure Form and expire on the second anniversary of the Community Distributed Generation Disclosure Form (the "Term"). Thereafter, this Agreement shall renew on a yearly basis under the same terms unless terminated (the "Renewal Term").

4. PURCHASE OF ALLOCATION; ELIGIBILITY.

a. **Bill Credits.** CDG Host and Authorized Designee agree to sell to Subscriber and Subscriber agrees to purchase from CDG Host and the Authorized Designee, the Percentage Allocation for the entire Term and any Renewal Term in consideration for the Bill Credits. Bill Credits shall be applied to

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Subscriber's Electric Utility bill no more than once per calendar month.

b. Energy Attributes. Subscriber's purchase of the Percentage Allocation will not include the right to any Energy Attribute.

c. Subscriber Eligibility. Subscriber's eligibility to purchase the Percentage Allocation and receive Bill Credits is expressly conditioned upon Subscriber meeting the following criteria and any other criteria outlined by applicable law (the "Subscriber Eligibility Criteria"): (i) Subscriber is an Electric Utility account holder with a Service Address in the Electric Utility's service territory (with the Subscriber being the named or one of the named account holders); (ii) the sum of all kWhs distributed to Subscriber's Electric Utility bill by applying the Percentage Allocation shall amount to at least one thousand (1,000) kWhs annually; (iii) the sum of all kWhs distributed to Subscriber's Electric Utility bill by applying the Percentage Allocation shall not exceed the Subscriber's historic annual kWh usage or forecasted usage if annual historic data is not available; (iv) Subscriber is not currently a net metered customer-generator, a remote net metered host or satellite account, or is taking Standby Service under the Tariff; (v) Subscriber is creditworthy, as determined by the Authorized Designee in its sole and absolute discretion, at the time this Agreement is executed; and (vi) Subscriber has provided the Authorized Designee with requisite credit card or debit card payment information prior to the first Bill Period.

d. Subscriber Authorization. Subscriber authorizes the Authorized Designee or Electric Utility to obtain Subscriber's historical kWh consumption data. Subscriber hereby certifies that all information Subscriber provided to the Authorized Designee in connection with the Authorized Designee obtaining Subscriber's historical kWh consumption data and credit history will be true and Subscriber understands that this information must be updated upon request if Subscriber's conditions change. Should Subscriber be found to be in violation of the Subscriber Eligibility Criteria, this Agreement may be subject to termination by CDG Host or the Authorized Designee, the Electric Utility, or a governmental authority having jurisdiction over the CDG Program.

e. Subscriber Data. To ensure Subscriber receives the appropriate Bill Credits, Subscriber shall permit or has permitted the Authorized Designee to provide the Electric Utility with the following information: the Kilowatt Allocation, Percentage Allocation, Subscriber's name, Subscriber's account number, Subscriber's mailing address, and the Service Address (collectively "Subscriber's Data").

5. SUBSCRIPTION PAYMENT.

a. Monthly Subscription Payment. For the right to receive the Percentage Allocation and the corresponding Bill Credits applied to Subscriber's Electric Utility bill for a given Bill Period, Subscriber shall pay to the Authorized Designee the "Monthly Subscription Payment" for the entire Term and any Renewal Term.

b. Annual Reconciliation. Subscriber's Monthly Subscription Payment is subject to an annual reconciliation. No more than fifteen (15) days after the end of each CDG Host Anniversary, the Authorized Designee shall distribute to Subscriber the proportion of excess Bill Credits remaining on the CDG Host's account in accordance with the Percentage Allocation (each, an "Annual Reconciliation"). In the event an Annual Reconciliation is performed, Subscriber shall pay to the Authorized Designee an Annual Reconciliation Payment. In the event this Agreement is terminated resulting in a partial annual billing period, a reconciliation shall be performed for such partial billing period.

c. Invoicing. Commencing no more than fifteen (15) days after the first Bill Period, the Authorized Designee shall invoice Subscriber for the calculated Monthly Subscription Payment. Subscriber agrees to make its Monthly Subscription Payments and Annual Reconciliation Payments through an "automatic transfer of funds" prior to the invoice due date using the credit or debit card information Subscriber previously provided to the Authorized

Designee. In the event Subscriber desires to change its payment information, it shall provide the Authorized Designee with five (5) days' notice thereof.

d. Authorized Designee Adjustments. Subscriber hereby consents to the Authorized Designee modifying the Percentage Allocation to maximize Project NMGF allocations to Subscriber and the Project NMGF's other subscribers, provided such modifications comply, in all respects, with applicable law. The Authorized Designee and the CDG Host do not guarantee, and Subscriber acknowledges that the Authorized Designee and the CDG Host do not guarantee, the amount of electrical energy the Project NMGF will produce or the monetary value of the Bill Credits.

6. TAXES.

a. Federal Tax Matters. Subscriber, CDG Host, and the Authorized Designee agree that (i) the sale of the Percentage Allocation shall be treated as a service contract pursuant to Internal Revenue Code Section 7701(e) and (ii) the transactions contemplated by the Parties' execution of this Agreement shall not grant Subscriber with any right, title, interest, benefit, burden, or option such that Internal Revenue Code Section 7701(e)(3) does not apply to Subscriber's relationship to the CDG Host, the Authorized Designee, and/or Project NMGF.

b. State Tax Matters. Subscriber agrees that it shall be responsible for all sales, use, or other similar taxes imposed upon the purchase and sale of the Percentage Allocation by any governmental authority having jurisdiction over Subscriber, the Project NMGF, the Authorized Designee, or the CDG Host if any, and where such taxes are attributable to the sale of the Percentage Allocation to the Subscriber, except in cases where Subscriber is exempt from sale tax and produces proof of its tax exemption status.

7. REPRESENTATIONS, WARRANTIES, AND COVENANTS.

a. Mutual. Each Party represents, warrants, and covenants to the other Party:

i. The Party, if an entity, is duly organized, validly existing, and in good standing in the jurisdiction of its organization and is duly qualified to do business in the State of New York;

ii. The Parties have full legal capacity to enter into and perform this Agreement;

iii. To the best of each Party's knowledge, there is no litigation, action, arbitration, proceeding, or investigation pending before any court or other governmental authority by, against, affecting, or involving its ability to carry out the transactions contemplated in this Agreement;

iv. The execution and delivery of this Agreement by the Parties and the performance by the Parties of their obligations hereunder do not and will not result in a breach of any of the terms, conditions, or provisions of, or constitute a default under any indenture, mortgage, deed of trust, credit agreement, note or other evidence of indebtedness, or any lease or other agreement or understanding, or any license, permit, franchise or certificate, to which the Parties are a party or by which they are bound or to which their properties are subject;

v. This Agreement constitutes a legally valid and binding obligation enforceable against the Authorized Designee and Subscriber in accordance with its terms; and

vi. Each Party is in good financial condition, there are no bankruptcy proceedings against it, no filings against it for involuntary bankruptcy, and it has no knowledge of any material legal and/or financial claims, issues, or proceedings against it that would have any adverse material effect on its financial condition.

b. Authorized Designee. The Authorized Designee represents, warrants, and covenants to Subscriber:

i. CDG Host has authorized the Authorized Designee to (A) enter into this Agreement with Subscriber, (B) operate the Project NMGF on its behalf, (C) manage CDG Host's participation in the CDG Program including with the Electric Utility, and (D) take all other necessary and appropriate action on behalf of the CDG Host to satisfy the Authorized Designee's obligations to Subscriber;

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ii. The Authorized Designee and CDG Host have, or in the ordinary course will obtain, all licenses, permits, approvals, and any other required documents to operate the Project NMGF;

iii. The Authorized Designee and CDG Host have sufficient funds dedicated for the projected operation and maintenance costs of the Project NMGF;

iv. The Authorized Designee will perform its obligations under this Agreement, and otherwise comply with all provisions of the CDG Program, the forthcoming Uniform Business Practices for Distributed Energy Resources Suppliers (Case 15-M-0180) and the Tariff in good faith and in accordance with industry standards; and

v. The Authorized Designee agrees to protect Subscriber's Data and except as may be required by this Agreement, applicable law, court order, or with Subscriber's consent, the Authorized Designee will not publicly disclose Subscriber's Data, energy usage data, or billing information, unless such disclosures are made to the Authorized Designee's or the CDG Host's financiers, lawyers, accountants, and agents of the Authorized Designee or CDG Host and only to the extent reasonably necessary.

c. Subscriber. Subscriber represents, warrants, and covenants to the Authorized Designee:

i. Subscriber is able to pay the Monthly Subscription Payment;

ii. Subscriber's Account Number, Subscriber's Service Address, and Subscriber's contact information contained in the Cover Page of this Agreement are true, accurate, and complete;

iii. Subscriber agrees not to install or procure any other on-site generation resource(s) during the Term or any Renewal Term of this Agreement that would cause Subscriber to no longer meet the Subscriber Eligibility Criteria;

iv. Subscriber has provided its consent for the Authorized Designee to access and provide to the Electric Utility Subscriber's Data, and Subscriber represents and warrants that all of the information and statements of Subscriber provided to the Authorized Designee will be true, accurate, and complete;

v. Subscriber acknowledges and agrees it will have no interest in or entitlement to any Energy Attribute;

vi. Subscriber understands and agrees it is acquiring the Percentage Allocation and Bill Credits for its own account and it will not assign, convey, transfer, resell, or otherwise distribute the Percentage Allocation and Bill Credits to another person or entity, except as provided in Section 8.

vii. Subscriber acknowledges and agrees that this Agreement and the Percentage Allocation will not be treated and are not intended to be treated as a security under Article 8 of the New York Uniform Commercial Code or the Securities Act of 1933;

viii. Subscriber acknowledges and agrees that the Authorized Designee and CDG Host do not guarantee the Project NMGF's production, and Subscriber has no defenses, set-offs, basis for withholding payments, counterclaims, or failure of performance claims against the Authorized Designee or CDG Host, except that this subsection does not apply to any dispute by Subscriber as to the calculated Monthly Subscription Payment;

ix. Subscriber acknowledges and agrees that it has a valid real property interest in the Service Address;

x. Subscriber acknowledges and agrees Subscriber has been given the opportunity to ask questions and receive answers from the Authorized Designee concerning the terms of this Agreement and any other information necessary for Subscriber to evaluate the merits and risks of entering into this Agreement, including the Percentage Allocation and/or Monthly Subscription Payment;

xi. Subscriber acknowledges and agrees it is not relying on statements made by the Authorized

Designee, CDG Host or any statements made by their respective employees or agents with respect to any tax or other financial implications that may arise as a result of entering into or the implementation of this Agreement. Subscriber acknowledges and agrees that nothing in this Agreement or any other information provided by or on behalf of the Authorized Designee in connection with this Agreement constitutes legal, tax, or financial advice;

xii. Subscriber acknowledges and agrees it will promptly notify the Authorized Designee of any changes in Subscriber's Data; and

xiii. Subscriber's "automatic transfer of funds information" provided to the Authorized Designee is true, accurate, and complete to enable Subscriber to automatically pay the Monthly Subscription Payment;

8. TERMINATION.

a. Right to Terminate. Subscriber has the right to terminate this Agreement no fewer than sixty (60) days after providing written notice to Authorized Designee.

b. Termination Due to Ceasing as an Electric Utility Customer. If during the Term, Subscriber ceases to be an Electricity Utility customer, the amount payable by Subscriber hereunder, will be adjusted with respect to the date Subscriber ceases to be a customer.

9. TRANSFER; ASSIGNMENT. No Party may assign or transfer this Agreement except, the Authorized Designee may assign this Agreement to any affiliate, any financial institution, or any entity that has agreed in writing to recognize Subscriber's rights under this Agreement and to not disturb any of Subscriber's rights hereunder. The Authorized Designee may transfer this Agreement to another Project NMGF, by sending written notice to Subscriber. The Authorized Designee may assign or transfer this Agreement by providing Subscriber with prior notice, and upon any such assignment or transfer, the assignor shall be released from all future obligations under this Agreement.

10. DEFAULT.

a. Events of Default. The following shall constitute an "Event of Default":

i. A Party fails to make any payment due under this Agreement and such failure continues for a period of thirty (30) days after written notice thereof;

ii. A Party breaches, fails to perform, or fails to comply with any representation, warranty, obligation, covenant or agreement described in this Agreement and such failure continues for a period of thirty (30) days after written notice thereof;

iii. A Party has provided false or misleading financial or other information to enter into this Agreement;

iv. Subscriber assigns, transfers, encumbers, or sells this Agreement or any part of its Percentage Allocation or Bill Credits in violation of Section 9; or

v. Subscriber makes an assignment for the benefit of creditors, admits in writing its insolvency, or is subject to a petition for dissolution or reorganization, voluntary or involuntary, under the U.S. Bankruptcy Code.

b. Remedies. Upon the occurrence of an Event of Default, the Subscriber or Authorized Designee may take any rights and/or remedies available to it at law or in equity, including but not limited to requesting the Electric Utility discontinue Subscriber's CDG Program account. The Authorized Designee agrees that it shall not request that the Electric Utility terminate or suspend electric service to the Service Address. All rights, powers, and remedies provided under this Agreement are cumulative and not exclusive of any rights, powers, or remedies provided by applicable law. The Authorized Designee may terminate the agreement and replace the defaulting Subscriber, which will not waive payments owed.

11. LIMITATION OF LIABILITY, INDEMNIFICATION & DISPUTE RESOLUTION.

a. Force Majeure. Except as specifically provided in this Agreement, if by reason of Force Majeure, including but not limited to a pandemic, epidemic, or shutdowns related to a pandemic or epidemic, the Subscriber, Authorized Designee or

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CDG Host are unable to carry out, either in whole or in part, any of their obligations described in this Agreement, neither the Subscriber nor Authorized Designee shall be deemed to be in default during the continuation of such inability, provided that, within a reasonable time after the occurrence of the Force Majeure event, the Party gives notice describing the particulars of the occurrence and the anticipated period of delay, and uses reasonable efforts to remedy the cause(s) preventing it from carrying out its obligations.

b. Limitation of Liability. (Reserved)

c. Indemnification. TO THE MAXIMUM EXTENT PERMITTED BY LAW, SUBSCRIBER AGREES TO INDEMNIFY, PROTECT DEFEND, AND HOLD HARMLESS THE AUTHORIZED DESIGNEE AND ITS SUCCESSORS AND ASSIGNS, AND THEIR EMPLOYEES, PARTNERS, MEMBERS, OFFICERS, DIRECTORS, AND AGENTS, FROM ANY AND ALL DAMAGES, LOSSES, CLAIMS, COSTS, EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES) OR ANY LIABILITY RESULTING FROM ANY ACTION OR SUIT BY ANY THIRD PARTY, OF ANY KIND RESULTING FROM THE SUBSCRIBER'S FAILURE TO COMPLY WITH ANY OF THE TERMS OR CONDITIONS OF THIS AGREEMENT. TO THE MAXIMUM EXTENT PERMITTED BY LAW, AUTHORIZED DESIGNEE AND CDG HOST AGREE TO INDEMNIFY, PROTECT DEFEND, AND HOLD HARMLESS THE SUBSCRIBER, ITS OFFICERS, EMPLOYEES, AGENTS, SUCCESSORS AND ASSIGNS, FROM ANY AND ALL DAMAGES, LOSSES, CLAIMS, COSTS, EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES) OR ANY LIABILITY RESULTING FROM ANY ACTION OR SUIT BY ANY THIRD PARTY, OF ANY KIND RESULTING FROM THE AUTHORIZED DESIGNEE'S OR CDG HOST'S FAILURE TO COMPLY WITH ANY OF THE TERMS OR CONDITIONS OF THIS AGREEMENT.

d. No Warranty. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, THE AUTHORIZED DESIGNEE MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, REGARDING THE PROJECT NMGF OR ITS OBLIGATIONS HEREUNDER. THE AUTHORIZED DESIGNEE DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE AUTHORIZED DESIGNEE DOES NOT WARRANT OR GUARANTEE THE AMOUNT OF ELECTRICITY, PERCENTAGE ALLOCATION, OR BILL CREDITS.

e. Waiver. Any delay or failure of a Party to enforce any of the provisions of this Agreement, or to require performance by the other Party of any of the provisions of this Agreement, shall not be construed to (i) be a waiver of such provisions or a Party's right to enforce that provision, or (ii) affect the validity of this Agreement.

f. Severability. If any portion of this Agreement is determined to be invalid or unenforceable in any respect under applicable law, the remainder of this Agreement shall not be affected thereby, and each term, covenant, or condition of the Agreement will be valid and enforceable to the fullest extent permitted by applicable law, unless such invalidity or unenforceability frustrates or negates an essential purpose of this Agreement.

g. Dispute Resolution. In the event of a dispute, disagreement, or claim between Subscriber and the Authorized Designee arising out of or in connection with this Agreement, the Parties may, but are not required to, use their best efforts to resolve the dispute, disagreement, or claim amicably and in good faith. Subscriber agrees to contact the Authorized Designee by telephone or in writing at the contact information provided in the Cover Page. The Authorized Designee agrees to maintain a process and procedure to resolve Subscriber inquiries and provide an acknowledgement of the receipt of any inquiry within two (2) days and a response to such inquiry within fourteen (14) days. If the dispute, disagreement, or claim is directed to the Electric Utility, Subscriber shall call the Electric Utility at 1 (800) 572-1111. A dispute, disagreement, or claim may, but is not required to, be submitted by either Party at any time to the New York State

Department of Public Service by visiting their website at www.dps.state.ny.us, by calling 1 (800) 342-3377, or by writing to the following address: New York State Department of Public Service, Office of Consumer Services, Three Empire State Plaza, Albany, New York 12223.

12. MISCELLANEOUS.

a. Notices. All notices and other formal communications which any Party may give to another under or in connection with this Agreement shall be in writing, and shall be deemed delivered upon receipt thereof.

b. Entire Agreement. This Agreement, and all Exhibits and documents referenced herein, contain the entire agreement between Parties with respect to the subject matter hereof, and supersede all other understandings or agreements between the Parties relating to the subject matter hereof.

c. No Joint Venture or Third Party Beneficiaries. Nothing in this Agreement shall be deemed to create a joint venture or partnership between the Parties. This Agreement is intended solely for the benefit of the Parties hereto and the CDG Host.

d. Amendments. This Agreement may only be amended in writing and signed by both Parties hereto.

e. Binding Effect. This Agreement is binding upon the Parties and their successors and permitted assigns.

f. Survival. The provisions of Section 11 of this Agreement shall survive the expiration or earlier termination of this Agreement.

g. Governing Law. The Agreement is made in the State of New York and will be governed by New York law, without regard to principles of conflicts of law, together with any applicable federal law. The Parties agree that any dispute, disagreement, or claim that cannot be resolved pursuant to Section 11(g) shall be resolved by a court of competent jurisdiction in the county of Westchester and the Parties agree to submit to the personal jurisdiction of the New York state courts located in such county for the purposes of litigating all such disputes, disagreements, and claims.

h. Counterparts. This Agreement may be executed and delivered in identical counterparts by exchange of electronic copies showing the signatures of the Parties, which shall constitute originally signed copies of the same Agreement requiring no further execution. Each counterpart, when assembled, will be a complete original and fully effective instrument. Any acceptance of this Agreement by affirmation through a DocuSign Electronic Signature, or similar system, shall be deemed a binding acceptance of this Agreement and shall be valid as a signature.

i. Headings. The section headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

j. Notice to Subscriber. Do not sign this agreement if there are any blank spaces. Subscriber should retain a copy of this Agreement to protect its legal rights. By signing the Cover Page, Subscriber acknowledges that it has read and understands this Agreement and its Exhibits in their entirety, and that Subscriber has received a copy of this Agreement and all disclosure information. Subscriber also acknowledges receiving oral notice of its right to cancel this contract within three (3) business days of the Effective Date in addition to the written notice of that right to cancel this Agreement.

k. Other Important Terms. The services provided by RM Community Solar LLC to customer are governed by the terms and conditions of this Agreement and HEFPA for residential customers. Inquiries about HEFPA may be made with the Department of Public Service Helpline at 1-800-342-3377 or <http://www.dps.ny.gov/complaints.html>.

DRAFT MINUTES – NOT TO BE USED AS OFFICIAL DOCUMENT

CDG Provider: G&S Solar / RM Community Solar LLC

CDG Project Manager: PowerMarket | Phone 917-793-1171 | Email: gssolar@powermarket.io

EXHIBIT A-1

(Authorized Designee Copy)

NOTICE OF CANCELLATION

Notice of Cancellation

Date of Transaction: [DATE SUBSCRIBER SIGNED AGREEMENT]

You may CANCEL this transaction, without any penalty or obligation, within THREE BUSINESS DAYS from the above date. If you cancel, any payments made by you under the service agreement executed by you will be returned within TEN DAYS following receipt by the CDG Host's Authorized Designee (PowerMarket, LLC) of your cancellation notice.

To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice, or any other written notice, or send a written notice to PowerMarket, LLC, _gssolar@powermarket.io _ NOT LATER THAN MIDNIGHT of the date that is THREE BUSINESS DAYS from the date you signed the Solar Community Distributed Generation Agreement for Subscribers.

**I, _____, HEREBY CANCEL THIS TRANSACTION on
_____ [Date].**

Subscriber's Signature:

Subscriber's Signature:

DRAFT MINUTES – NOT TO BE USED AS OFFICIAL DOCUMENT

CDG Provider: G&S Solar / RM Community Solar LLC

CDG Project Manager: PowerMarket | Phone 917-793-1171 | Email: gssolar@powermarket.io

EXHIBIT A-2

(Subscriber Copy)

NOTICE OF CANCELLATION

Notice of Cancellation

Date of Transaction: [DATE SUBSCRIBER SIGNED AGREEMENT]

You may CANCEL this transaction, without any penalty or obligation, within THREE BUSINESS DAYS from the above date. If you cancel, any payments made by you under the service agreement executed by you will be returned within TEN DAYS following receipt by the CDG Host's Authorized Designee (PowerMarket, LLC) of your cancellation notice.

To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice, or any other written notice, or send a written notice to PowerMarket, LLC, _ gssolar@powermarket.io _ NOT LATER THAN MIDNIGHT of the date that is THREE BUSINESS DAYS from the date you signed the Solar Community Distributed Generation Agreement for Subscribers.

**I, _____, HEREBY CANCEL THIS TRANSACTION on
_____ [Date].**

Customer's Signature:

Customer's Signature:

DRAFT MINUTES – NOT TO BE USED AS OFFICIAL DOCUMENT

Mr. Leins said Sustainable Westchester gave the Board a presentation on this. Mr. Leins said this gives the opportunity for municipalities to join in on a solar producing energy at an outside location. Mr. Leins said it is projected that there would be a savings in your energy costs as well.

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

RESOLUTION 108-2021

**RESOLUTION OF THE VILLAGE OF DOBBS FERRY BOARD OF TRUSTEES TO
AUTHORIZE INTERIM VILLAGE ADMINISTRATOR TO EXECUTE AN AGREEMENT FOR
ENROLLMENT IN THE MUNICIPAL COMMUNITY SOLAR CREDIT PROGRAM**

WHEREAS, the Board of Trustees of the Village of Dobbs Ferry has received, and reviewed information provided by Sustainable Westchester Inc. regarding an opportunity for the Village to participate in the Community Solar Program which has now been made available to municipal account holders and has determined that the Village would benefit from enrolling in the program.

THEREFORE, BE IT RESOLVED that the Dobbs Ferry Board of Trustees does hereby approve the Village's enrollment in the Community Solar Program and authorizes the Interim Village Administrator to execute an agreement and any other documentation necessary to complete the enrollment process.

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 type="checkbox"/> AYE	<input type="checkbox"/> NAY	<input type="checkbox"/> ABSTAIN	<input type="checkbox"/> RECUSE	<input checked="" 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: 6	NAY: 0	ABSTAIN: 0	RECUSE: 0	ABSENT/EXCUSED: 1
RESULT:	MOTION PASSES				

Ms. Dorman said Police Sergeant Justin Kamke was attending remotely and wanted to address the Board regarding a life save that they had during the storm.

Sergeant Kamke was experiencing technical difficulties trying to connect to the meeting remotely.

Mayor Rossillo said we will come back to this at the end of the meeting.

Consideration of request from Walden Wood for a garage sale permit for a community tag sale on September 25, 2021

Ms. Roberta Kirshbaum submitted the following letter dated August 9, 2021:

The Ferrara Management Group, Inc., AMO®
50 Plainfield Avenue, Bedford Hills, NY 10507
914-888-2099 | www.Ferraramgmtgroup.com



8/9/2021

RUE

Roberta Kirshbaum
110 Ogden Ave
Dobbs Ferry, NY 10522

Re: Community Tag Sale

Dear: Mrs. Kirshbaum

Thank you for reaching out in regards to a community tag sale. Walden Wood would allow a community tag sale on September 25th. Please allow this notice to serve as approval for the Village of Dobbs Ferry. Please let me know if there are anything else I can do. Thank you.

Thank you very much for your cooperation and understanding.

Kindest Regards,
The Ferrara Management Group, Inc., AMO®, As Agents For
Walden Wood

Requesting one permit for all participants

RUE

David Dempsey

David Dempsey
Property Manager

CC: FMG Management Team

DRAFT MINUTES – NOT TO BE USED AS OFFICIAL DOCUMENT

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

RESOLUTION 109-2021

RESOLUTION OF THE VILLAGE OF DOBBS FERRY BOARD OF TRUSTEES APPROVING REQUEST FROM WALDEN WOOD FOR A GARAGE SALE PERMIT FOR A COMMUNITY TAG SALE ON SEPTEMBER 25, 2021

WHEREAS, The Ferrara Management Group, Inc. AMO, as agent for Walden Wood Homeowners Association, 51 Round Hill Road ("Applicant"), has submitted a request for permission to hold a community-wide tag sale on September 25, 2021 between the hours of 9:00 a.m. and 3:00 p.m.

NOW, THEREFORE, BE IT RESOLVED, that the Village Board of Trustees of the Village of Dobbs Ferry hereby approves the request by the Applicant to hold a community-wide tag sale on September 25, 2021 between the hours of 9:00 a.m. and 3:00 p.m.; and

BE IT FURTHER RESOLVED, that the Village Board of Trustees of the Village of Dobbs Ferry hereby authorizes the Village Clerk upon receipt of the fee as set forth in the Village Master Fee Schedule to issue a Garage Sale Permit to the Applicant with the condition that the Applicant provide a list of names and addresses of all the participating homeowners to the Village Clerk and a reminder to the Applicant that all appropriate measures must be affirmatively undertaken to ensure public health and safety.

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 type="checkbox"/> AYE	<input type="checkbox"/> NAY	<input type="checkbox"/> ABSTAIN	<input type="checkbox"/> RECUSE	<input checked="" 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: 6	NAY: 0	ABSTAIN: 0	RECUSE: 0	ABSENT/EXCUSED: 1
RESULT:	MOTION PASSES				

Consideration of resolution authorizing the Village Treasurer to make year-end budget transfers for fiscal year 2020-2021

The Village Treasurer submitted the following Year End Budget Transfers document:

DRAFT MINUTES – NOT TO BE USED AS OFFICIAL DOCUMENT

Village of Dobbs Ferry
Y/E Budget Transfers
5/31/2021

Board of Trustees - Professional Training	1010.461	15.00
Board of Trustees - Consultants	1010.457	(15.00)
Municipal Court - Personal Services	1110.100	0.04
Municipal Court - Personal Services	1110.101	3,123.36
Municipal Court - Personal Services Over Time	1110.103	(3,123.40)
Municipal Court - Office Supplies	1110.411	1,800.00
Municipal Court - Maintenance Contracts	1110.451	(1,800.00)
Treasurer - Personal Services	1325.101	2,675.00
Treasurer - Personal Services Part Time	1325.102	(2,675.00)
Treasurer - Equipment	1325.200	19,040.00
Treasurer - Computer Services	1325.465	70.00
Treasurer - Professional Consultants	1325.457	(19,110.00)
Clerk - Personal Services	1410.101	2,307.57
Clerk - Maintenance Contracts	1410.451	(2,307.57)
Special Counsel	1420.455	46,465.00
Contingency Account	1990.400	(132,949.00)
Engineer - Professional Consultants	1440.457	132,949.00
Judgments and Claims - Contractual	1930.400	(46,465.00)
Operation of Plant - Personal Services	1620.101	3,787.30
Operation of Plant - Personal Services Overtime	1620.103	11,157.75
Operation of Plant - Materials and Supplies	1620.410	13,784.34
Operation of Plant - Utilities	1620.422	(13,141.97)
Operation of Plant - Maintenance (Repairs)	1620.449	(4,735.42)
Operation of Plant - Building Maintenance	1620.442	(10,852.00)
Ambulance Corps - Contractual	1625.410	34,990.84
Contingency Account	1990.400	(34,990.84)
Central Garage - Personal Services OT	1640.103	2,428.06
Central Garage - Uniforms	1640.412	2,658.74
Central Garage - Maintenance (Repairs)	1640.449	7,223.95
Central Garage - Maintenance Contracts	1640.451	9,175.43
Central Garage - Gas and Oil (Vehicles)	1640.421	(21,486.18)
Police - Personal Services Full Time	3120.101	260,496.93
Police - Personal Services OT	3120.103	296,566.82
Police - Personal Services Holiday Pay	3120.105	8,264.28
Police - Professional Development	3120.461	263.00
Police - Telephone	3120.420	(2,457.87)
Police - Maintenance Contracts	3120.451	(7,836.42)
Central Garage - Gas and Oil (Vehicles)	1640.421	(36,339.58)
Contingency Account	1990.400	(518,957.16)
Traffic Control - Personal Services Part Time	3310.102	32,980.00
Central Garage - Utilities	1640.422	(0.40)
Central Garage - Gas and Oil (Vehicles)	1640.421	(32,979.60)
Onstreet Parking - Personal Services Full Time	3320.103	1,680.56
Onstreet Parking - Vehicle and Equipment Maintenance	3320.441	1,708.00
Onstreet Parking - Personal Services Part Time	3320.102	(1,680.56)
Onstreet Parking - Materials & Supplies	3320.410	(1,708.00)
Fire Department - Personal Services	3410.100	669.44
Fire Department - Personal Services OT	3410.103	8,760.84
Fire Department - Material and Supplies	3410.410	(3,385.73)
Fire Department - Office Supplies	3410.411	(2,244.44)

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Fire Department - Protective Gear	3410.419	8,622.40
Fire Department - Telephone	3410.420	1,137.41
Fire Department - Utilities	3410.422	4,545.01
Fire Department - Vehicle and Equipment Maintenance	3410.441	3,264.98
Fire Department - Maintenance Contracts	3410.451	2,962.55
Fire Department - Building Maintenance	3410.442	(20,864.59)
Fire Department - Professional Development	3410.461	111.25
Fire Department - Fire Prevention	3410.494	(3,579.12)
Safety Inspection - Personal Services Over Time	3620.103	33,975.43
Safety Inspection - Materials and Supplies	3620.410	92.00
Safety Inspection - Personal Services Full Time	3620.101	(1,814.97)
Safety Inspection - Personal Services Part Time	3620.102	(15,402.50)
Safety Inspection - Office Supplies	3620.411	(2,840.49)
Safety Inspection - Telephone	3620.420	(2,022.14)
Safety Inspection - Vehicle & Equipment Maintenance	3620.441	(1,790.87)
Safety Inspection - Equipment Lease/Rental	3620.443	(1,683.33)
Safety Inspection - Professional Development	3620.461	(1,847.52)
Safety Inspection - Computer Services	3620.465	(6,665.61)
Street Administration - Personal Services Full Time	5010.101	(14,530.19)
Street Administration - Personal Services OT	5010.103	31,855.75
Street Administration - Office Supplies	5010.411	1,278.71
Street Administration - Telephone	5010.420	2,708.45
Street Administration - Vehicle & Equipment Maintenance	5010.441	(1,174.54)
Street Administration - Maintenance Contracts	5010.451	12,542.20
Street Maintenance - Personal Services	5110.101	13,919.77
Street Maintenance - Part Time	5110.102	7,200.60
Street Maintenance - Personal Services OT	5110.103	(5,373.31)
Street Maintenance - Personal Services Longevity	5110.104	(1,100.00)
Street Maintenance - Materials and Supplies	5110.410	3,995.07
Street Maintenance - Vehicle & Equipment Maintenance	5110.441	(10,929.78)
Street Maintenance - Maintenance (Repairs)	5110.449	(40,392.73)
Snow Removal - Personal Services	5142.103	33,309.34
Snow Removal - Vehicle and Equipment Maintenance	5142.441	(8,826.88)
Snow Removal - Equipment Lease/Rental	5142.443	(10,000.00)
Street Lighting - Personal Services OT	5182.103	(2,000.00)
Employee Benefits - Hospital & Medical	9000.960	(12,482.46)
Street Lighting - Materials an Supplies	5182.410	16,598.22
Street Lighting - Utilities	5182.422	2,509.81
Street Lighting - Vehicle & Equipment Maintenance	5182.441	(2,337.50)
Employee Benefits - Hospital & Medical	9000.960	(16,770.53)
Sidewalks - Materials and Supplies	5410.410	51,454.65
Employee Benefits - Hospital & Medical	9000.960	(51,454.65)
Parks Maintenance - Personal Services	7110.101	7,738.78
Parks Maintenance - Personal Services Part Time	7110.102	1,550.00
Parks Maintenance - Personal Services Over Time	7110.103	(20,841.04)
Parks Maintenance - Materials & Supplies	7110.410	81,682.12
Parks Maintenance - Utilities	7110.422	13,810.48
Parks Maintenance - Vehicle and Equipment Maint	7110.441	3,011.38
Parks Maintenance - Building Maintenance	7110.442	(4,132.00)
Parks Maintenance - Maintenance Contracts	7110.451	(40,549.44)
Employee Benefits - Hospital & Medical	9000.960	(42,270.28)
Recreation - Personal Services	7140.101	10,313.50
Recreation - Personal Services PT	7140.102	(10,313.50)
Recreation - Personal Services Over Time	7140.103	14,704.30
Recreation - Equipment	7140.200	32,500.00

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Recreation - Materials & Supplies	7140.410	2,919.46
Recreation - Program Expenses	7140.413	(30,818.12)
Recreation - Telephone	7140.451	140.00
Recreation - Credit Card Fees	7140.469	2,172.70
Employee Benefits - Hospital & Medical	9000.960	(21,618.34)
Swimming Pool - Materials and Supplies	7180.410	35,067.91
Swimming Pool - Program Expenses	7180.413	3,730.60
Swimming Pool - Maintenance (Repairs)	7180.449	1,476.89
Swimming Pool - Personal Services	7180.102	(40,275.40)
Community Center - Telephone	7185.420	413.55
Community Center - Building Maintenance	7185.442	(413.55)
Zoning Board - Personal Services	8010.102	550.00
Zoning Board - Professional Consultants	8010.457	(550.00)
Architectural Review - Office Supplies	8015.411	347.50
Architectural Review - Personal Services Part Time	8015.102	(347.50)
Planning Board - Personal Services Part Time	8020.102	150.00
Planning Board - Personal Services Full Time	8020.101	(150.00)
Refuse Collection - Materials and Supplies	8160.410	3,050.32
Refuse Collection - Vehicle & Equipment Maintenance	8160.441	(3,050.32)
Street Cleaning - Personal Services	8170.101	27,276.90
Street Cleaning - Personal Services OT	8170.103	4,674.60
Refuse Collection - Disposal Fees	8160.445	(31,951.50)
Shade Tree - Tree Removal	8560.447	15,277.50
Employee Benefits - Workers's Compensation	9000.940	(15,277.50)
E.T.P.A - Agency Fees	8611.459	1,340.00
Employee Benefits - Workers's Compensation	9000.940	(1,340.00)
Employee Benefits - Police Retirement	9000.915	41,060.73
Employee Benefits - Fire Service Award	9000.925	12,356.00
Employee Benefits - Workers's Compensation	9000.940	(53,416.73)
Traffic Control - Personal Services Part Time	3310.102	32,980.00
On Street Parking - Personal Services	3320.102	(32,980.00)
On Street Parking - Personal Services	3320.101	1,680.56
On Street Parking - Personal Services	3320.103	(1,680.56)
Interfund Transfers - Principal on Debt Service	9901.901	5,000.00
Interfund Transfers - Interest on Debt Service	9901.902	(5,000.00)

Mr. Chuhta said this is an annual year end process in order to clean up some of the overspent budget lines items from other line items that were not overspent. Mr. Chuhta said this is a process that the Board does every year and in order for him to make the transfers, he needs Board approval.

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

DRAFT MINUTES – NOT TO BE USED AS OFFICIAL DOCUMENT

RESOLUTION 110-2021

**RESOLUTION OF THE VILLAGE OF DOBBS FERRY BOARD OF TRUSTEES
AUTHORIZING THE VILLAGE TREASURER TO MAKE YEAR END BUDGET TRANSFERS**

RESOLVED, that the Village Treasurer is hereby authorized to make all necessary year end May 31, 2021 budgetary transfers as outlined on the Year End Budget Transfers document provided.

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 type="checkbox"/> AYE	<input type="checkbox"/> NAY	<input type="checkbox"/> ABSTAIN	<input type="checkbox"/> RECUSE	<input checked="" 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: 6	NAY: 0	ABSTAIN: 0	RECUSE: 0	ABSENT/EXCUSED: 1
RESULT:	MOTION PASSES				

Consideration of declaring taxes as uncollectible due to tax exempt status for the following Tax ID's/Parcels: 003/110/0103/005/002 – 1 High Street; 003/160/0143/035/002 – Judson Avenue; 09/28B///P2 – Judson Avenue; and 09/28B///P1 – 86 Judson Avenue


Mr. Jeff Chuhta/Village Treasurer sent the following memorandum dated August 23, 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: August 23, 2021

Re: Uncollectible Property Taxes

While reviewing Notices of Delinquency for past due taxes I noted a few items identified as past due. Please see attached. These items should be written-off. One is a Village owned property from 2018 and the other is for the house of a Diplomat from the Republic of Tanzania who is also tax exempt. It looks like this happened because the assessor's office did not mark those properties as exempt until after at least one bill was already process.

DRAFT MINUTES – NOT TO BE USED AS OFFICIAL DOCUMENT



NOTICE OF DELINQUENCY
THE VILLAGE OF DOBBS FERRY
112 MAIN STREET, DOBBS FERRY, NEW YORK, 10522

THE VILLAGE OF DOBBS FERRY
112 MAIN STREET
DOBBS FERRY NY 10522

August 11, 2021

552603 003/110/0103/005/002
Location : 1 HIGH ST

ACCT NO: 3046172
CLASS: 692

Our records indicate that there are outstanding taxes on your property. Below is a list referencing all outstanding Dobbs Ferry village tax amounts associated with this parcel. If paid separately, taxes must be processed in descending chronological order, such that the most recent outstanding tax must always be paid prior to all others. The satisfaction of all delinquent taxes should be addressed as soon as possible, as outstanding obligations not satisfied within two years of the original date of delinquency are subject to potential foreclosure proceedings. Below please find your updated statement reflecting the revised account balance, including penalties accrued through August 31st, 2021. If delinquent amounts are not satisfied by August 31st, 2021 additional penalties will continue to be assessed at a rate of 1% per month until such time that the taxes have been received by the tax collector in full satisfaction. If you have any questions regarding this matter please contact the Village Hall Finance Department at (914) 231-8508.

YEAR	TYPE	BILL NO	PRINCIPAL	FEES	PEN/INT	TOTAL
2018	01	1843	793.96		333.42	1,127.28

If you have any questions please call (914) 231-8508 for further clarification.

Should be written off

Please Include This Portion With Your Payment

Date: 08/11/2021
Location: 1 HIGH ST
ID: 003/110/0103/005/002

Acct#: 3046172

Total Due: \$1,127.28

PLEASE MAKE CHECK PAYABLE TO:
VILLAGE OF DOBBS FERRY
112 MAIN STREET, DOBBS FERRY
NEW YORK, 10522

THE VILLAGE OF DOBBS FERRY
112 MAIN STREET
DOBBS FERRY NY 10522

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NOTICE OF DELINQUENCY
THE VILLAGE OF DOBBS FERRY
112 MAIN STREET, DOBBS FERRY, NEW YORK, 10522

UNITED REPUBLIC OF TANZAN
201 EAST 42ND STREET, STE
NEW YORK NY 10017

August 11, 2021

552603 003/160/0143/035/002
Location: JUDSON AVE

ACCT NO: 3073282
CLASS: 311

Our records indicate that there are outstanding taxes on your property. Below is a list referencing all outstanding Dobbs Ferry village tax amounts associated with this parcel. If paid separately, taxes must be processed in descending chronological order, such that the most recent outstanding tax must always be paid prior to all others. The satisfaction of all delinquent taxes should be addressed as soon as possible, as outstanding obligations not satisfied within two years of the original date of delinquency are subject to potential foreclosure proceedings. Below please find your updated statement reflecting the revised account balance, including penalties accrued through August 31st, 2021. If delinquent amounts are not satisfied by August 31st, 2021 additional penalties will continue to be assessed at a rate of 1% per month until such time that the taxes have been received by the tax collector in full satisfaction. If you have any questions regarding this matter please contact the Village Hall Finance Department at (914) 231-8508.

YEAR	TYPE	BILL NO	PRINCIPAL	FEES	PEN/INT	TOTAL
2015	01	2669	831.11		648.27	1,479.38
2016	01	2668	832.37		549.36	1,381.73
Total			1,663.48	0.00	1,197.63	2,861.11

If you have any questions please call (914) 231-8508 for further clarification.

Please Include This Portion With Your Payment

Date: 08/11/2021
Location: JUDSON AVE
ID: 003/160/0143/035/002

Acct#: 3073282

Total Due: \$2,861.11

UNITED REPUBLIC OF TANZAN
201 EAST 42ND STREET, STE
NEW YORK NY 10017

PLEASE MAKE CHECK PAYABLE TO:
VILLAGE OF DOBBS FERRY
112 MAIN STREET, DOBBS FERRY
NEW YORK, 10522

DRAFT MINUTES – NOT TO BE USED AS OFFICIAL DOCUMENT



NOTICE OF DELINQUENCY
THE VILLAGE OF DOBBS FERRY
112 MAIN STREET, DOBBS FERRY, NEW YORK, 10522

UNITED REPUBLIC OF TANZANIA
201 EAST 42ND STREET
NEW YORK NY 10017

August 11, 2021

552603 09/28B///P2
Location: JUDSON AVE

ACCT NO: 3071770
CLASS: 311

Our records indicate that there are outstanding taxes on your property. Below is a list referencing all outstanding Dobbs Ferry village tax amounts associated with this parcel. If paid separately, taxes must be processed in descending chronological order, such that the most recent outstanding tax must always be paid prior to all others. The satisfaction of all delinquent taxes should be addressed as soon as possible, as outstanding obligations not satisfied within two years of the original date of delinquency are subject to potential foreclosure proceedings. Below please find your updated statement reflecting the revised account balance, including penalties accrued through August 31st, 2021. If delinquent amounts are not satisfied by August 31st, 2021 additional penalties will continue to be assessed at a rate of 1% per month until such time that the taxes have been received by the tax collector in full satisfaction. If you have any questions regarding this matter please contact the Village Hall Finance Department at (914) 231-8508.

YEAR	TYPE	BILL NO	PRINCIPAL	FEES	PEN/INT	TOTAL
2014	01	2806	807.68		726.91	1,534.59

If you have any questions please call (914) 231-8508 for further clarification.

Please Include This Portion With Your Payment

Date: 08/11/2021
Location: JUDSON AVE
ID: 09/28B///P2

Acct#: 3071770

Total Due: \$1,534.59

PLEASE MAKE CHECK PAYABLE TO:
VILLAGE OF DOBBS FERRY
112 MAIN STREET, DOBBS FERRY
NEW YORK, 10522

UNITED REPUBLIC OF TANZANIA
201 EAST 42ND STREET
NEW YORK NY 10017

DRAFT MINUTES – NOT TO BE USED AS OFFICIAL DOCUMENT



NOTICE OF DELINQUENCY
THE VILLAGE OF DOBBS FERRY
112 MAIN STREET, DOBBS FERRY, NEW YORK, 10522

UNITED REPUBLIC OF TANZANIA
201 EAST 42ND STREET
NEW YORK NY 10522

August 11, 2021

552603 09/28B//P1
Location : 86 JUDSON AVE

ACCT NO: 3071760
CLASS: 210

Our records indicate that there are outstanding taxes on your property. Below is a list referencing all outstanding Dobbs Ferry village tax amounts associated with this parcel. If paid separately, taxes must be processed in descending chronological order, such that the most recent outstanding tax must always be paid prior to all others. The satisfaction of all delinquent taxes should be addressed as soon as possible, as outstanding obligations not satisfied within two years of the original date of delinquency are subject to potential foreclosure proceedings. Below please find your updated statement reflecting the revised account balance, including penalties accrued through August 31st, 2021. If delinquent amounts are not satisfied by August 31st, 2021 additional penalties will continue to be assessed at a rate of 1% per month until such time that the taxes have been received by the tax collector in full satisfaction. If you have any questions regarding this matter please contact the Village Hall Finance Department at (914) 231-6508.

YEAR	TYPE	BILL NO	PRINCIPAL	FEES	PEN/INT	TOTAL
2014	01	2805	8,591.84		7,732.66	16,324.50

If you have any questions please call (914) 231-8508 for further clarification.

Please include This Portion With Your Payment

Date: 08/11/2021
Location: 86 JUDSON AVE
ID: 09/28B//P1

Acct#: 3071760

Total Due: \$16,324.50

PLEASE MAKE CHECK PAYABLE TO:
VILLAGE OF DOBBS FERRY
112 MAIN STREET, DOBBS FERRY
NEW YORK, 10522

UNITED REPUBLIC OF TANZANIA
201 EAST 42ND STREET
NEW YORK NY 10522

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Mr. Leins said these are properties that went from the taxable roll to the tax exempt status for presumably a transfer of property at which point they are no longer subject to taxation.

Mr. Chuhta did a close look at back taxes and noticed that these properties should not have had a tax bill issued for tax exempt purposes.

Mr. Chuhta addressed questions from the Board.

Ms. Dickson said you have to declare them as uncollectible for a particular reason and that is why she worked with Mr. Chuhta to get that detail in the resolution. Ms. Dickson said you are not forgiving taxes, you are just declaring them as uncollectible because they should not have been assessed in the first place.

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

RESOLUTION 111-2021

RESOLUTION OF THE VILLAGE OF DOBBS FERRY BOARD OF TRUSTEES DECLARING TAXES AS UNCOLLECTIBLE DUE TO TAX EXEMPT STATUS

RESOLVED, that the Board of Trustees of the Village of Dobbs Ferry hereby declares as uncollectable the following items as set forth on the list of arrears for the reasons set forth: (1) 2018 Bill No. 1843 in the amount of \$793.86 as the property is a Village owned tax exempt property incorrectly identified as taxable on the data file imported from the Town of Greenburgh Assessor's Office, (2) 2015 Bill No. 2669 in the amount of \$831.11, (3) 2016 Bill No. 2669 in the amount of \$832.37, (4) 2014 Bill No. 2806 in the amount of \$807.68, (5) 2014 Bill No. 2805 in the amount of \$8,591.84 which are all for a fully exempt property incorrectly identified as taxable on the data file imported from the Town of Greenburgh Assessor's Office; and

BE IT FURTHER RESOLVED, that the Village Treasurer is hereby authorized to take any and all necessary steps to cause the items to be removed in accordance with applicable laws.

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 type="checkbox"/> AYE	<input type="checkbox"/> NAY	<input type="checkbox"/> ABSTAIN	<input type="checkbox"/> RECUSE	<input checked="" 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: 6	NAY: 0	ABSTAIN: 0	RECUSE: 0	ABSENT/EXCUSED: 1
RESULT:	MOTION PASSES				

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Resolution approving the audit of claims as submitted and recommended by the Village Treasurer

Mr. Chuhta said this is the normal audit of claims for him to pay the bills.

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

RESOLUTION 112-2021

**RESOLUTION OF THE VILLAGE OF DOBBS FERRY BOARD OF TRUSTEES TO APPROVE
PAYMENT OF CLAIMS FOR SEPTEMBER 2021**

BE IT RESOLVED, that the Board of Trustees hereby approves Claims Audit #1 of September 2021 as presented by the Village Treasurer:

<u>Fund Distribution</u>	<u>Audit #1</u>	<u>Total Claims</u>
A-General Fund	\$ 477,266.46	\$ 477,266.46
ES - Enterprise Sewer Fun	3,182.80	\$ 3,182.80
L- Library Fund	39,289.10	\$ 39,289.10
T-Trust & Agency Fund	3,129.00	\$ 3,129.00
Grand Total	\$ 522,867.36	\$ 522,867.36

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 type="checkbox"/> AYE	<input type="checkbox"/> NAY	<input type="checkbox"/> ABSTAIN	<input type="checkbox"/> RECUSE	<input checked="" 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: 6	NAY: 0	ABSTAIN: 0	RECUSE: 0	ABSENT/EXCUSED: 1
RESULT:	MOTION PASSES				

Ms. Dickson said with Trustee Taylor's support the RiverArts amount is included in this.

Resolution declaring the Board of Trustees as Lead Agency in connection with application of 398 Ashford Avenue for site plan approval

The Short Environmental Assessment Form submitted for 398 Ashford Avenue is as follows:

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Short Environmental Assessment Form Part 1 - Project Information



Instructions for Completing

Part 1 – Project Information. The applicant or project sponsor is responsible for the completion of Part 1. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification. Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information.


Complete all items in Part 1. You may also provide any additional information which you believe will be needed by or useful to the lead agency; attach additional pages as necessary to supplement any item.

Part 1 – Project and Sponsor Information			
Name of Action or Project: 398 Ashford Ave/ Change of Use			
Project Location (describe, and attach a location map): 398 Ashford Ave.			
Brief Description of Proposed Action: Change of Use from Office/Commercial to Residential - Site has existing gravel lot, and the plan is to install a water/storm management plan - and have the parking area paved. This project would also include, creating two proper parking spaces in front of the building.			
Name of Applicant or Sponsor: David Rotbard		Telephone: 2123630851 E-Mail: drotbard@gmail.com	
Address: 56 Main st.			
City/PO: Hastings on Hudson		State: NY	Zip Code: 10706
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.		NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>
2. Does the proposed action require a permit, approval or funding from any other government Agency? If Yes, list agency(s) name and permit or approval:		NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>
3. a. Total acreage of the site of the proposed action? _____ .3 acres			
b. Total acreage to be physically disturbed? _____ acres			
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor? _____ acres			
4. Check all land uses that occur on, are adjoining or near the proposed action:			
5. <input type="checkbox"/> Urban <input type="checkbox"/> Rural (non-agriculture) <input type="checkbox"/> Industrial <input checked="" type="checkbox"/> Commercial <input checked="" type="checkbox"/> Residential (suburban)			
<input type="checkbox"/> Forest <input type="checkbox"/> Agriculture <input type="checkbox"/> Aquatic <input type="checkbox"/> Other(Specify):			
<input type="checkbox"/> Parkland			

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5. Is the proposed action, a. A permitted use under the zoning regulations? b. Consistent with the adopted comprehensive plan?	NO	YES	N/A
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?	NO	YES	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area? If Yes, identify: _____	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
8. a. Will the proposed action result in a substantial increase in traffic above present levels? b. Are public transportation services available at or near the site of the proposed action? c. Are any pedestrian accommodations or bicycle routes available on or near the site of the proposed action?	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
9. Does the proposed action meet or exceed the state energy code requirements? If the proposed action will exceed requirements, describe design features and technologies: _____ _____	NO	YES	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
10. Will the proposed action connect to an existing public/private water supply? If No, describe method for providing potable water: _____ _____	NO	YES	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
11. Will the proposed action connect to existing wastewater utilities? If No, describe method for providing wastewater treatment: _____ _____	NO	YES	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
12. a. Does the project site contain, or is it substantially contiguous to, a building, archaeological site, or district which is listed on the National or State Register of Historic Places, or that has been determined by the Commissioner of the NYS Office of Parks, Recreation and Historic Preservation to be eligible for listing on the State Register of Historic Places? b. Is the project site, or any portion of it, located in or adjacent to an area designated as sensitive for archaeological sites on the NY State Historic Preservation Office (SHPO) archaeological site inventory?	NO	YES	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency? b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody? If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: _____ _____ _____	NO	YES	
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

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14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply: <input type="checkbox"/> Shoreline <input type="checkbox"/> Forest <input type="checkbox"/> Agricultural/grasslands <input type="checkbox"/> Early mid-successional <input type="checkbox"/> Wetland <input checked="" type="checkbox"/> Urban <input checked="" type="checkbox"/> Suburban		
15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered?	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
16. Is the project site located in the 100-year flood plan?	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
17. Will the proposed action create storm water discharge, either from point or non-point sources? If Yes,	NO	YES
	<input type="checkbox"/>	<input checked="" type="checkbox"/>
a. Will storm water discharges flow to adjacent properties?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)? If Yes, briefly describe:	<input type="checkbox"/>	<input checked="" type="checkbox"/>
_____ _____		
18. Does the proposed action include construction or other activities that would result in the impoundment of water or other liquids (e.g., retention pond, waste lagoon, dam)? If Yes, explain the purpose and size of the impoundment:	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
_____ _____		
19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility? If Yes, describe:	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
_____ _____		
20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste? If Yes, describe:	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
_____ _____		
I CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE		
Applicant/sponsor/name: <u>David Rotbard</u> Date: <u>8/28/21</u>		
Signature: <u></u> Title: _____		

PRINT FORM

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Submission Form to the Westchester County Planning Board for 398 Ashford Avenue is as follows:

Print Form

**Submission Form to the Westchester County Planning Board
For Planning and Zoning Referrals Requiring Notification Only**

County Reference Number DAE 22-005

The Westchester County Planning Board has predetermined that certain categories of planning and zoning applications are matters for local determination only. For any application listed below, submission of this completed form will satisfy the requirement of NYS General Municipal Law and the Westchester County Administrative Code that the local board provided adequate notification to the county Planning Board in accordance with Planning Board procedures. No other material need be sent. Upon receipt, the county Planning Board will complete the bottom section of this form and return it to you for your records to indicate compliance with referral requirements.

When completed, save this form as a .pdf file and e-mail to: muniref@westchestergov.com or print and fax to (914) 995-3780.

Please note: All applications given a positive declaration pursuant to SEQR must be referred as a complete application. Do not use this form.

Municipality: Village of Dobbs Ferry

Referring Agency (check one):

- ☒ Planning Board or Commission
☐ Zoning Board of Appeals
☐ City or Common Council/Town Board/Village Board of Trustees

Application Name and Local Case Number: 398 Ashford Avenue

Address: 398 Ashford Avenue, Dobbs Ferry, NY

Section: 3.100 Block: 89 Lot: 1

Submitted by (Name and Title): Valerie Monastra, AICP, Village Planner

E-mail address or fax number: vmonastra@nelsonpope.com

The above-referenced application qualifies for the notification-only procedure to the county Planning Board because it falls within the category of action checked below:

- ☐ **Zoning Area Variance** to decrease front yard setback, decrease minimum street frontage or decrease average lot width for property abutting a state or county road or park.
- ☐ **Special Use Permit or Use Variance** to allow less than 5,000 square feet of new or renovated floor area and less than 10,000 square feet of land disturbance.
- ☒ **Site Plan** to allow less than 5,000 square feet of new or renovated floor area and less than 10,000 square feet of land disturbance on property within 500 feet of:
- The boundary of a city, town or village
 - The boundary of an existing or proposed state or county park, recreation area or road right-of-way
 - An existing or proposed county drainage channel line
 - The boundary of state- or county-owned land on which a public building or institution is located or
 - The boundary of a farm located in an agricultural district.

Do not write below this line.

Date received by the Westchester County Planning Board: 8/16/21

Notification acknowledged by (name and title): LUKAS HERBERT, ASSOC PLANNER

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Ms. Dickson said the last time this was before the Board you were able to set a public hearing date on September 28, 2021 and to give the applicant the opportunity to submit a missing Environmental Assessment Form. Ms. Dickson said now that that has been received you can proceed to commence your SEQRA review of this project and that starts with a declaration of your intent and to be declaring yourselves as Lead Agency for the project. Ms. Dickson said you should know that the County has responded to the referral which was also one of the conditions in your resolution the last time, so you will have everything that you need to proceed with the public hearing on September 28, 2021, and tonight is just housekeeping to make sure your declaration as Lead Agency is on the record.

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

RESOLUTION 113-2021

**RESOLUTION OF THE VILLAGE OF DOBBS FERRY BOARD OF TRUSTEES – 398
ASHFORD SITE PLAN APPLICATION – ACKNOWLEDGE RECEIPT OF EAF & COUNTY
PLANNING BOARD REFERRAL AND DECLARE LEAD AGENCY**

WHEREAS, the Board of Trustees of the Village of Dobbs Ferry has been reviewing a conceptual proposal and certain application materials regarding a project in the DT Zone at 398 Ashford Avenue consisting of conversion of the commercial space in an existing mixed-use building into three (3) additional residential units resulting in a multi-family building with a total of eight (8) residential units ("Project"); and

WHEREAS, subsequent to referral and review of the Project by the Dobbs Ferry Planning Board as required by Dobbs Ferry Code Section , the Village Board undertook further discussion of the Project on June 8 and August 10, reviewed substantive comments from its consultants, and thereafter passed a resolution setting a public hearing date for September 28, 2021 with the condition that Ashford Dobbs LLC ("Developer") provide a missing Environmental Assessment Form ("EAF") necessary to commence mandatory environmental review of the Project under the State Environmental Quality Review Act ("SEQRA") and making the required referral to the County Planning Board with sufficient time to accommodate the timing of the public hearing; and

WHEREAS, in accordance with the Board's resolution dated August 10, 2021, following receipt of the completed Project-specific Part One of the EAF, the Village Planner submitted the Project-related materials to the Westchester County Planning Board for comment pursuant to NYS General Municipal Law §239.

NOW, THEREFORE, BE IT RESOLVED, that, the Board of Trustees of the Village of Dobbs Ferry hereby acknowledges receipt of a Project-specific EAF from the Developer and as the jurisdictional authority for review of the site plan, including the requested waivers, hereby declares that it will serve as Lead Agency for the SEQRA review of the project, an Unlisted action; and

BE IT FURTHER RESOLVED, that, the Board of Trustees of the Village of Dobbs Ferry hereby acknowledges a notice dated August 16, 2021 from the Westchester County Planning Board evidencing its receipt of the Project-related materials, indicating the materials will be retained for informational purposes and determining that the Project is a matter for local concern with no further review or substantive comments to follow.

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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 type="checkbox"/> AYE	<input type="checkbox"/> NAY	<input type="checkbox"/> ABSTAIN	<input type="checkbox"/> RECUSE	<input checked="" 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: 6	NAY: 0	ABSTAIN: 0	RECUSE: 0	ABSENT/EXCUSED: 1
RESULT:	MOTION PASSES				

Resolution accepting the resignation of David Fisher/Senior Account Clerk, effective on August 28, 2021

Mr. David Fisher/Senior Account Clerk submitted the following letter dated August 25, 2021:

David Fisher

Richard Leins
Interim Village Administrator
Village of Dobbs Ferry
112 Main Street
Dobbs Ferry, NY 10522

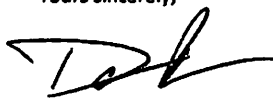
August 25, 2021

Dear Mr. Leins,

I am writing to inform you of my decision to resign from my position as Senior Account Clerk with the Village of Dobbs Ferry, effective 08/28/2021.

I am thankful for the opportunity I've had to help the Village and its residents over the past ten years. I depart confident that it is in excellent hands moving forward. I wish all the best to the organization, to all the staff, and to the community they serve.

Yours sincerely,


David Fisher

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

RESOLUTION 114-2021

RESOLUTION OF THE VILLAGE OF DOBBS FERRY BOARD OF TRUSTEES ACCEPTING THE RESIGNATION OF DAVID FISHER AS SENIOR ACCOUNT CLERK

RESOLVED, that the Board of Trustees hereby accepts the resignation of David Fisher as Senior Account Clerk with the Village of Dobbs Ferry, effective on August 28, 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
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 type="checkbox"/> AYE	<input type="checkbox"/> NAY	<input type="checkbox"/> ABSTAIN	<input type="checkbox"/> RECUSE	<input checked="" 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: 6	NAY: 0	ABSTAIN: 0	RECUSE: 0	ABSENT/EXCUSED: 1
RESULT:	MOTION PASSES				

Mayor Rossillo said that resolution is accepted and this is who Ms. Collins is replacing.

Resolution authorizing the Interim Village Administrator to sign an agreement with the Dobbs Ferry Volunteer Ambulance Corps to provide financial support in a sum of \$10,000 per month commencing August 1, 2021 for the balance of the 2021-2022 fiscal year

Resolution was adopted after the discussion.

Resolution authorizing the Interim Village Administrator to sign 2021 Joint Road Paving agreement with Montesano Bros at an amount not to exceed \$225,000

Resolution was adopted after the discussion.

Resolution authorizing the Interim Village Administrator to sign an agreement for Community Solar with Sustainable Westchester

Resolution was adopted after the discussion.

Resolution approving request from Walden Wood for a garage sale permit for a community tag sale on September 25, 2021

Resolution was adopted after the discussion.

Resolution authorizing the Village Treasurer to make year-end budget transfers for fiscal year 2020-2021

Resolution was adopted after the discussion.

Resolution declaring taxes as uncollectible due to tax exempt status for the following Tax ID's/Parcels: 003/110/0103/005/002 – 1 High Street; 003/160/0143/035/002 – Judson Avenue; 09/28B///P2 – Judson Avenue; and 09/28B///P1 – 86 Judson Avenue

Resolution was adopted after the discussion.

Mr. Leins said we had a request that was received today from the Recreation Department regarding potential Halloween events.

Ms. Kendra Garrison/Superintendent of Recreation sent the following memo dated September 14, 2021 to Mayor Rossillo and the Board of Trustees:



DOBBS FERRY
— NEW YORK —

Parks & Recreation Department

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

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

MEMO

To: Mayor Rossillo & Board of Trustees
CC: Richard Leins, Interim Village Administrator
Jeff Chuhta, Village Treasurer
From: Kendra Garrison, Superintendent of Recreation
Date: September 14, 2021
Re: October Events

As fall approaches the Recreation Department is starting to plan for our fall events. I know this is a last minute agenda item, but I think it's important for the Board to weigh in so we can start making necessary reservations. Our initial layout of events would be:

October 24: Downtown Window Painting
October 29: Field of Screams at Memorial Park
October 30: Outdoor movie and fireworks at Waterfront Park
October 31: 11:30am Pet Parade at Waterfront Park
12:00 – 4:00pm: Howl-o-ween Bash at Waterfront Park
4:00 – 6:00pm: Downtown Trick-or-Treating at Cedar & Main

Would it be possible to use some funds from the July 4th celebration to cover the cost of the fireworks? If so, how much would we be willing to spend? Are we ok with having fireworks?

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In regards to the Howl-o-ween bash. The idea would be to have kids' activities such as a petting zoo, jump house, bubble bus, mini golf etc., as well as food vendors, food trucks, live music and possibly alcohol. We would reach out to the local businesses first to see if they are interested before we reach out to others.

The downtown trick or treating would be bringing back our annual tradition that was postponed due to COVID-19 and as a safety precaution we could recommend that people wear masks since they are not as spread out as they would be at Waterfront Park.

I look forward to hearing all of your thoughts/ concerns.

Ms. Kendra Garrison/Superintendent of Recreation was present.

Ms. Garrison said now that the pool is closed we started discussing Halloween events. Ms. Garrison discussed proposed plans for Halloween events. Ms. Garrison said based on her conversation with Fire Chief Osborn and Mr. Steve Trezza/DPW General Foremen and some of their concerns, she is removing fireworks from her request. Ms. Garrison said with COVID going on she was hoping to get everyone's feedback.

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

Ms. Dickson said in the interest of public health and safety if it's a public sponsored event and it's on public property then you can establish the rules and conditions for that.

Mayor Rossillo asked if we can make masks mandatory. Ms. Dickson said we could make masks mandatory.

Ms. Dickson said you can put guidelines on any notices and announcements that safety precautions should be undertaken and also to recommend that any treats or tricks should be distributed with all due caution under the circumstances.

Motion by Trustee Daroczy, seconded by Trustee Sullivan to amend the agenda by adding an action item pertaining to the Village Trick or Treating, Outdoor Movie, Field of Screams and Downtown Window Painting activities.

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: 6	NAY: 0	ABSTAIN: 0	RECUSE: 0	ABSENT/EXCUSED: 1
RESULT:	MOTION PASSES				

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Village Trick or Treating, Outdoor Movie, Field of Screams and Downtown Window Painting activities

Trustee Taylor said anything we are going to do should be subject to the then current public health guidelines and if things get worse we are going to cancel.

Trustee Patino asked about the cost for the events and if a certain amount was going to be allocated for the events.

Trustee Sullivan said with the exception of the Howl-o-ween Bash the events have been done in past years and are budgeted for. Trustee Sullivan asked Ms. Garrison to explain what the Howl-o-ween Bash is going to be.

Ms. Garrison said they have money in the budget for this and the money question was more for the fireworks because she was asking to use the 4th of July money. Ms. Garrison said the Howl-o-ween Bash will be kids activities such as a bubble bus, petting zoo, miniature golf. Ms. Garrison said they would also have food vendor trucks and live music.

Motion by Trustee Sullivan, seconded by Trustee Patino authorizing the Village to participate in the Village Trick or Treating, Outdoor Movie, Field of Screams and Downtown Window Painting activities as recommended by the Superintendent of Recreation.

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 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: 6	NAY: 0	ABSTAIN: 0	RECUSE: 0	ABSENT/EXCUSED: 1
RESULT:	MOTION PASSES				

Minutes: August 10, 2021

Motion by Trustee Patino, seconded by Trustee Sullivan to approve the meeting minutes of August 10, 2021 as submitted.

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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: 6	NAY: 0	ABSTAIN: 0	RECUSE: 0	ABSENT/EXCUSED: 1
RESULT:	MOTION PASSES				

Trustee Liaison Reports

1. Nominating Committee: August 11, 2021 & September 8, 2021

No report.

2. Zoning Board of Appeals: August 11, 2021 & September 8, 2021

Trustee Patino said there have just been small items on the agenda.

3. Youth Services Council: August 12, 2021 & September 9, 2021

Trustee Daroczy said they are trying to schedule a meeting, but she does not have the dates.

4. Conservation Advisory Board: August 18, 2021

Trustee Patino said there is a Chauncey Park planting scheduled for October 16th at 10:00 a.m. at Chauncey Park.

5. Tree Commission: August 23, 2021 & September 13, 2021

No report.

6. AHRB: August 23, 2021 & September 13, 2021

No report.

7. Planning Board: September 9, 2021

Deputy Mayor Cassell said 156 Palisade Street is coming back with another proposal which is more in line with the Code and they will be presenting on that at the next Planning Board meeting.

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Ms. Dickson said two matters are being referred back with recommendations, Masters and Danforth will be coming back to the Board.

8. Parks & Recreation Commission: September 13, 2021

No report.

9. Ad-hoc Committee Reports

Trustee Daroczy said the Diversity Committee is having a monthly meeting on September 20th.

Announcements

Trustee Daroczy said school has recently opened and we all share a concern of our children walking to school. Trustee Daroczy said she constantly witnesses children avoiding the crosswalks on our main intersection at Broadway & Ashford Avenue and they walk straight across the road. Trustee Daroczy said she encourages parents to please speak to their children and tell them to be extra cautious and to use the sidewalks for safety reasons. Trustee Daroczy said there has been more traffic in the Village and we want to make sure everyone is safe, and especially the kids.

Mayor Rossillo said we had a terrible horrific storm that was unprecedented and it seems that storms are increasing in intensity. Mayor Rossillo said he was away during the storm that just happened and he wanted to thank Deputy Mayor Cassell for taking the reins on this. Mayor Rossillo thanked the Village staff, Richard, Jennifer, Steve, Alissa and the Police Department. Mayor Rossillo said he thinks what Sergeant Kamke was going to allude to was that the Saw Mill River Parkway was flooded and closed and a woman was trapped in her car, just south of Dobbs Ferry, and the County was unable to respond and Dobbs Ferry responded and the woman kept calling because the water level was rising. Mayor Rossillo said the woman went from the roof of her car to a tree and DPW got into the front loader and the Police Department was able to get to her with DPW and rescue her from the tree. Mayor Rossillo thanked everyone for their efforts on that.

Mayor Rossillo said a lot of us took a tour of certain spots in the Village and it was amazing to see the damage that was done by this storm. Mayor Rossillo said the Governor and President have declared this as a FEMA eligible site. Mayor Rossillo said we have published the information on how to apply for FEMA funds. Mayor Rossillo thanked the Village staff.

Deputy Mayor Cassell said the Village's emergency services were terrific and Jennifer and Alissa, and the heads of the departments were amazing. Deputy Mayor Cassell said the staff was working on this all night and the next day they were out there helping people clean up and get water out of their basements. Deputy Mayor Cassell said the Fire Department had to go in and evacuate Pietro Place and they put them up at the hotel and the Chabad took some people in. Deputy Mayor Cassell said it was an amazing coming together and we can be very proud of our Village staff and the departments, who rose to the occasion. Deputy Mayor Cassell thanked County Legislator Mary Jane Shimsky, County Executive George Latimer and Ms. Ellen Hendrick.

Mayor Rossillo thanked Deputy Mayor Cassell for everything that she did.

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Mayor Rossillo said the Fire Department hosted a ceremony for the 20th anniversary of 9/11. Mayor Rossillo thanked the Trustees who attended the ceremony and said the ceremony was very well attended. Mayor Rossillo said the Fire Department did a great job. Mayor Rossillo said we always have to remember the importance of the first responders. Mayor Rossillo thanked the first responders for their efforts and noted to remember those who died on September 11th. Mayor Rossillo said he and Trustee Sullivan attended the 9/11 service at Sacred Heart. Mayor Rossillo said the County also had a 9/11 ceremony.

Mayor Rossillo said there is work session on September 21, 2021 at 6:30 p.m.

Ms. Dickson said it is not a legislative meeting and the Board will not be taking any action at the meeting, so it will be just a work session in advance of the regular meeting on September 28, 2021. Ms. Dickson said she has work with Ms. Dreaper to make sure the meeting is duly noticed and it is on the calendar.

Mayor Rossillo said October 6, 2021 at 7:00 p.m. is the second public forum to discuss the New York Cannabis Legalization and Licensing Law.

Adjournment

Motion by Trustee Sullivan, seconded by Trustee Daroczy to adjourn 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 KNELL	<input type="checkbox"/> AYE	<input type="checkbox"/> NAY	<input type="checkbox"/> ABSTAIN	<input type="checkbox"/> RECUSE	<input checked="" type="checkbox"/> ABSENT/EXCUSED
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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: 6	NAY: 0	ABSTAIN: 0	RECUSE: 0	ABSENT/EXCUSED: 1
RESULT:	MOTION PASSES				

The meeting closed at 7:34 p.m.