



VILLAGE OF DOBBS FERRY BOARD OF TRUSTEES AGENDA

MEETING DATE: JUNE 23, 2020
AGENDA ITEM SECTION: MINUTES
AGENDA ITEM NO. : 1
AGENDA ITEM: MINUTES
ITEM BACKUP DOCUMENTATION: 1. DRAFT MEETING MINUTES OF JUNE 9, 2020

Regular meeting of the Board of Trustees of the Village of Dobbs Ferry held on June 9, 2020, remotely via Zoom (<https://zoom.us/j/205957953?pwd=aU5YNHJVYkxub3lWN0RzQUZOVzROUT09>, Telephone: 1-929-205-6099, Webinar ID: 205 957 953, Password: 309361) at 6:30 p.m. Present: Mayor Vincent Rossillo, presiding, Trustees Donna Cassell, Maura Daroczy, Christy Knell, Michael Patino (arriving at 6:33 p.m.), Nicole Sullivan and Larry Taylor, Village Administrator Charlene Indelicato, Village Clerk Elizabeth Dreaper, Village Treasurer Jeff Chuhta, Ms. Lori Lee Dickson/Attorney for the Village, and Mr. Ed Manley/Building Inspector. Absent/excused: None.

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

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

Trustee Patino arrived at 6:33 p.m.

Pledge of Allegiance

Mayor Rossillo led the pledge of allegiance.

Mayor Rossillo said he is going to read the instructions for how to view the meeting. They have been posted on the Village website and are attached to the agenda. The meeting is being streamlined live on the Village's YouTube website and via Zoom by either video or phone. With regards to tonight's public hearing and for courtesy of the floor, if you are participating via ZOOM either by phone or video you can raise your hand and we will call on residents in the order in which they do so. In order to raise your hand you should click on the icon labeled "participants" in a column that appears on the right hand side, at the bottom of the window is the raise your hand button; for people calling in by phone you can push star 9 in order to raise your hand and we will let you know it is your turn by either calling your name or your phone number.

Public Hearing: Public hearing for review of the application of 41 Cedar Street

Ms. Linda B. Whitehead/McCullough, Goldberger & Staudt LLP submitted the following letter dated May 18, 2020 to Mayor Rossillo and the Board of Trustees:

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FRANK S. McCULLOUGH (1905-1998)
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May 18, 2020

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

Re: Cedar Commons – 41 Cedar Street

Dear Mayor Rossillo and Members of the Board:

This firm represents Cedar Commons, LLC, the owner of the property located at 41 Cedar Street (a/k/a 43-45 Cedar Street) (the "Property"). We are writing to follow up on the discussion at your March 10, 2020 meeting at which you opened the public hearing on the application. As you will recall, our client proposes to demolish the existing retail and residential structures on the Property and construct a new mixed use building with street front retail space, 15 two-bedroom residential units (inclusive of two affordable units), and twenty-four new off-street parking spaces. We are also proposing a pocket park area for outdoor seating, and will be replacing the existing deteriorated sanitary sewer and stormwater pipes serving the South Presbyterian Church to the rear. The Planning Board at its September 5, 2019 meeting and the AHRB at its January 13, 2020 meeting have both reviewed the project and recommended approval. We respectfully request that the Board of Trustees follow the recommendations of the Planning Board and the AHRB and grant site plan approval for the proposed project, after making a negative declaration under SEQRA.

Over the last year, since the project was first presented to you, the project has evolved based upon the review and comments from the Planning Board, the AHRB and the public, to the project that you see before you today, and which was presented to you at your March 10, 2020 meeting. We believe this process was helpful and productive and the project now before you is better and in keeping with the historic character of Cedar Street and the downtown. As requested, we have provided you with an electronic file containing all the plans and studies that were submitted to both the Planning Board and AHRB over the last year. As part of the Planning Board process, the project was also reviewed by the Village consultants, including engineering, traffic and planning. Their comment memos and our responses are also included in what we have provided to you. The most recent responses to the Hahn Engineering comments including updated plans and stormwater report are provided herewith.

Our prior submission to your Board dated February 3, 2020 included a summary of the project, the current plans, and additional information and studies from our consultants. At the March 10, 2020 meeting a question was raised regarding Scheme B originally presented last year. Scheme B differs from the proposed Scheme A in that it includes a partial 4th floor, set back 37.5 feet so as to not be visible from street level. It includes the same 15 two-bedroom units and a slightly smaller retail space. The benefit to the Village of this plan is that the parking is located on the first floor behind the retail space, rather than below ground. The parking is still fully screened from view. This significantly reduces the extent of site disturbance and excavation and therefor also reduces the construction timeframe and the construction impacts. We have submitted to you for this meeting updated plans for Scheme B including all the architectural details shown on the drawings approved by the AHRB for Scheme A. We are also providing a conceptual stormwater plan for Scheme B. This plan, like Scheme A, meets the goals of the Vision Plan and the Design Guidelines, and complies with zoning with the requirement of a special permit for the 4th floor, except that since the parking is not fully enclosed parking setback variances for the rear and one side will be required. We are also developing a virtual reality presentation showing Scheme B as we had shown for Scheme A. We are providing this information to provide the Board with the option to approve either plan.

Issues regarding trees on the property and immediately adjacent on the Zion Episcopal Church property were also raised at the March 10 meeting. Our client retained SavATree Consulting Group ("SavATree"), certified arborists, to visit the site and provide a report on the trees in the areas in question. The arborist also summarized the bushes and other vegetation as there are significant bushes in the area. A copy of the arborists report is included herewith. The concern raised is that trees would be removed, including trees on the Church side of the property line which would be impacted by the construction of the proposed retaining wall. There was also a concern that this would create a visual impact on Zion Church. As we have indicated, all vegetation in the area of the property line on the Property will need to be removed to allow for the installation of the new utilities for the South Presbyterian Church and the Property, as well as to allow for the proposed pocket park. A landscape plan for this area has been submitted. As set forth in the SavATree report, all the trees being removed in this area are in poor or fair condition or dead. Most are also invasive species and inappropriate for the area. The new landscaping utilizing native species will present an improvement over the current conditions. On the Zion Church property in the area potentially impacted by construction, two significant trees were identified. One is a 32" diameter at breast height ("dba") sugar maple, the most dominant tree. SavATree indicated this tree is already dead and is in fact dangerous and should be removed. The other large tree is a 25" dba Norway Maple. This tree is also dead, and is an invasive species. Our client has made efforts to discuss this issue and others with representatives of the Zion Church, but has been unsuccessful. A copy of the SavATree report has been provided to Zion Episcopal Church. Again, the Applicant has proposed a landscape treatment using native species that will enhance the visual quality of this portion of the site.

Comments were also raised by the Village Board at the March 10 meeting regarding traffic and the need for review by a traffic consultant. We note that a comprehensive traffic and parking study was prepared by Provident Design Engineering ("PDE") as part of the Planning Board submission

package and was included in the February submission to you. The PDE study indicated the project would result in only a minimal increase in traffic over that currently generated by the uses on the Property. The PDE traffic and parking report was reviewed by Maser Consulting on behalf of the Village. A response to the Maser comments were prepared by PDE. While PDE has provided responses to the comments made by Maser Consulting, we have not yet received a response from Maser, and were advised they had not been requested to provide a response by the Village.

Concerns have also been raised regarding safety of the driveway. Any redevelopment of the Property would require off-street parking – a significant benefit over existing conditions – and therefore require a driveway to access same. The PDE traffic study supports the benefit of providing off-street parking as there will be a net reduction in on-street parking demand of approximately 11 spaces. We have incorporated a number of features in the design to enhance safety for both pedestrians and automobile traffic, including that the sidewalk in front of the garage entrance will be designed with a treatment to create a well-defined crossing area to alert pedestrians and help ensure pedestrian safety. This can be further enhanced with additional safety features such as a pedestrian/vehicle presence alert system, low-profile plantings at the corners of the garage to ensure pedestrians cross further from the garage to improve sight distances, and/or internal signage in the garage alerting drivers of the pedestrian crossing.

With respect to construction related issues raised at the March 10th meeting, we note that all construction in the downtown area has similar concerns and construction impacts are temporary. We will work with the Village to minimize these temporary impacts as best as possible. For projects of this scale and location these issues typically get addressed as part of the building permit application process. There is typically a meeting with the applicant, the Building Inspector and representatives of other Village Departments such as Fire, Police and Public Works. The applicant has reached out to the Building Inspector who has indicated that at the appropriate time he will schedule a meeting with the relevant departments to discuss construction sequencing.

Finally, we are aware of the concerns raised regarding any potential impact on the Zion Episcopal Church. We have presented a number of studies and a virtual reality presentation which all have shown that the proposed building will not block any views of the Church or impact it in any way. The Church building sits approximately 70 feet away from the Property, and at a higher elevation. No views will be obstructed as was reviewed and agreed to by the AHRB in its review of the project. We are updating the virtual reality presentation based upon the tree information and also to reflect Scheme B and will present the update at the Village Board meeting.

The proposed project provides many benefits to the Village of Dobbs Ferry including those set forth in the Vision Plan. Additional residences, including two affordable units, will be provided in the downtown. These new residents will bring significant spending power and add to the vitality of downtown meeting the goals of the Vision Plan. The new construction will be attractive and in keeping with the character of Cedar Street as determined by both the Planning Board and the AHRB. A new pocket park and new landscaping will be provided for the benefit of the Village. Lastly, and of great significance in the current economic climate, the project will generate a significant increase in tax

Mayor and Members of the Village Board
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revenues to the Village and the school district. All of these benefits are objectives set forth in the Vision Plan.

We would appreciate if the continuation of the public hearing on this matter could be placed on the Village Board agenda for May 26, 2020. We look forward to seeing this exciting project added to the Cedar Street landscape. Thank you for your continued cooperation.

Very truly yours,



Linda B. Whitehead

Enclosures

cc: Cosmo Marfione, BDC Group
Christina Griffin
David Smith

SAVATREE Cedar Commons Tree and Shrub Assessment was submitted as follows:



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CEDAR COMMONS TREE AND SHRUB ASSESSMENT

For

COSMO MARFIONE

MANAGING PARTNER, THE BDC GROUP

For Service At

**41-45 Cedar Street
Dobbs Ferry, NY**

Prepared by

Matt Weibel

ISA Certified Arborist, Registered Consulting Arborist



May 8, 2020

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WHY DID SAVATREE PERFORM THE TREE ASSESSMENT AT 41-45 CEDAR STREET?

Cedar Commons, LLC. is planning a construction project at the subject property that will involve the installation of a retaining wall along the western property line. The neighboring property, Zion Episcopal Church, has expressed concern about the impact of trees and shrubs on their property that is growing along the property line and may be impacted by excavation.

The SavATree Consulting Group was retained by Cedar Commons, LLC to perform an inventory and assessment of plant material growing in or near the limits of excavation in order to determine their species and current conditions. SavATree performed the assessment on April 22, 2020.

HOW DID SAVATREE PERFORM THE ASSESSMENT?

SavATree deployed a Registered Consulting (#534), International Society of Arboriculture (ISA) Certified (#NJ-1065A) Arborist who is also ISA Tree Risk Assessment Qualified to perform the inventory and assessment. I met with Cosmo Marfione at the site in order to confirm scope and gain an understanding of the work that was to occur. The property border line had been staked prior to my assessment. It showed that the property line is approximately five feet west of the existing chain link fence.

I used ArcGIS Online on an iPad to collect the data. I started working from the northern edge of the property (closest to Cedar St) and assessed plants to the west of the fence line first. I first worked north along the fence (plant numbers 2-22), then inventoried the trees within the fence line on my way back south (plant numbers 23-38). The following data points were collected for each plant: species, diameter at breast height (dbh), condition, whether the tree can and should be preserved during construction, management recommendations, and the property the plant grows on. A photo was taken of each tree.

The data was exported to Excel for QA/QC.

WHAT DID SAVATREE FIND?

SavATree inventoried and assessed 37 plants near the western property border. A map of the inventory can be found here: <https://arce.is/00fLLS>

Plants are color-coded based upon whether they are recommended for removal, where red = remove and green = preserve. The map can be searched by plant ID number by using the text box at the top of the page. Clicking on an icon will bring up a table with the collected information for that tree/shrub and a link to its photo. A screen shot of the map is included in Appendix A at the end of this report. The portion of the site plan that includes the study area is included in Appendix B. Appendix C contains all of the data collected during the assessment.



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Site description

Of the 37 plants that were assessed, 11 are shrubs and 26 are trees. The following shrub species were in the inventory: Manhattan euonymus, rose, privet (five plants), forsythia (two plants), viburnum, and honeysuckle. The 26 trees consist of one each of: arborvitae, blue spruce, black locust, holly, snowbell, and sugar maple; 2 each of mulberry, Canadian hemlock, and Japanese maple; and fourteen Norway maple. Black locust, mulberry, and Norway maple are all invasive species.

Sixteen of the 37 plants are growing east of the existing chain link fence. Eight of the plants are growing between the chain link fence and the staked property line. Three appeared to be growing directly on the staked property line (#3, 11, and 15). Ten plants included were growing west of the staked property line on church property. These are plant numbers 6, 7, 17, 18, 19, 20, 21, 22, 23, and 24.

Church property plants

Observations for the 24 trees that are on Cedars Commons property can be found in Appendix B of this report and the online map. Below are my observations for the 13 plants on Church property and on the property line.

ID #3: This plant is a rose bush growing on the staked property line adjacent to the driveway entrance. It been sheared to provide clearance from the driveway. Aside from being sheared for clearance, it does not appear to have been maintained as it grows into the other nearby shrubs. Excavation is planned to occur at the property line; therefore this plant cannot be preserved during construction. It is good health and small enough that it can be transplanted to another location on church property prior to construction if the church wants to retain it.

ID #6 is a privet shrub growing just west of the staked property line adjacent to the driveway edge. As with the prior plant, it has been pruned to provide clearance from the driveway. It is unclear if this shrub was planted or a volunteer as privet is known to escape cultivation. The shrub may be able to survive construction as it is fairly small and in fair health. Excavation will remove approximately 40% of its root zone. Transplanting the shrub prior to construction will give it the greatest likelihood of survival.

ID#7 is a privet shrub growing just west of the staked property line that has also been pruned for driveway clearance. The shrub may be able to survive construction as it is fairly small and in fair health. Excavation will remove approximately 40% of its root zone. Transplanting the shrub prior to construction gives it the greatest likelihood of survival.

ID#11 is honeysuckle shrub growing on the staked property line. This is an invasive species. It can be transplanted if the church wants to keep it, but cannot be preserved under the current plan.

ID#15 is a small privet that grows on the staked property line. It would be easy to transplant prior to construction if the church wants it retained.



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ID #17 is viburnum in fair condition. Small deadwood and minor dieback are present. It grows just west of the property line. Excavation would remove approximately 40% of its root zone. Transplanting prior to construction will give the greatest likelihood of survival.

ID #18 is a 2 inch in diameter holly. It was likely planted and is growing approximately 3 feet from the staked line. Excavation impacts to its root zone will be minimal.

ID #19 is a clump of three privet plants. It is unclear if these were planted but is likely that at least two are root spouts/volunteer. These are far enough from the proposed limit of excavation that they should survive.

ID #20 is a small forsythia growing just west of staked line. Forsythia are hardy plants and I do not anticipate a significant impact to its health by the proposed construction.

ID #21 is a 32-inch sugar maple tree. It grows approximately three feet from the staked line. The top of tree has been previously broken at approximately 35-40 feet. There is large deadwood in its canopy and large cavity with significant decay from 12-16 feet along its trunk. It does not appear as though the tree has been maintained. The trunk and canopy lean slightly toward the driveway. This tree currently represents an elevated risk to person and property on church property due to the level of decay and large deadwood. This tree should be removed prior to construction regardless of whether the project progresses.



Photos taken 4/22/2020 showing ID #21. Note the broken top and large cavity in its trunk (yellow arrows).



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ID #22 is a five-inch dbh Norway maple growing just west of the staked property line. It is a volunteer tree and invasive species. It should be removed prior to construction.

ID #23 is 25-inch standing dead Norway maple. It appears to have been dead for awhile as the top and large scaffold limbs have failed from the tree. It should be removed.

ID #24 is a 9-inch mulberry tree growing two feet behind (north) of the last property line stake. The tree is covered in vines and has not been maintained. This is an invasive species.

WHAT DOES SAVATREE RECOMMEND?

Based upon my assessment of the current condition and likely impacts of construction on the trees and shrubs on church property, there are only six that can be preserved.

ID #6, 7, and 17 should be transplanted prior to construction in order to provide the greatest likelihood of survival.

ID # 18, 19, and 20 can be preserved during construction. I recommend that they be monitored for a three-year period post-construction and be replaced if any die.

All of the shrubs along the property line, including the six above, are small enough that they can be transplanted to another location on the site if the church wants to retain them.

The large sugar maple (#21) is the only tree species on church property that is not invasive. It has significant structural concerns and is in poor condition. If the tree is not removed prior to construction, excavation will remove a large portion of its critical root zone and increase its likelihood of failure.

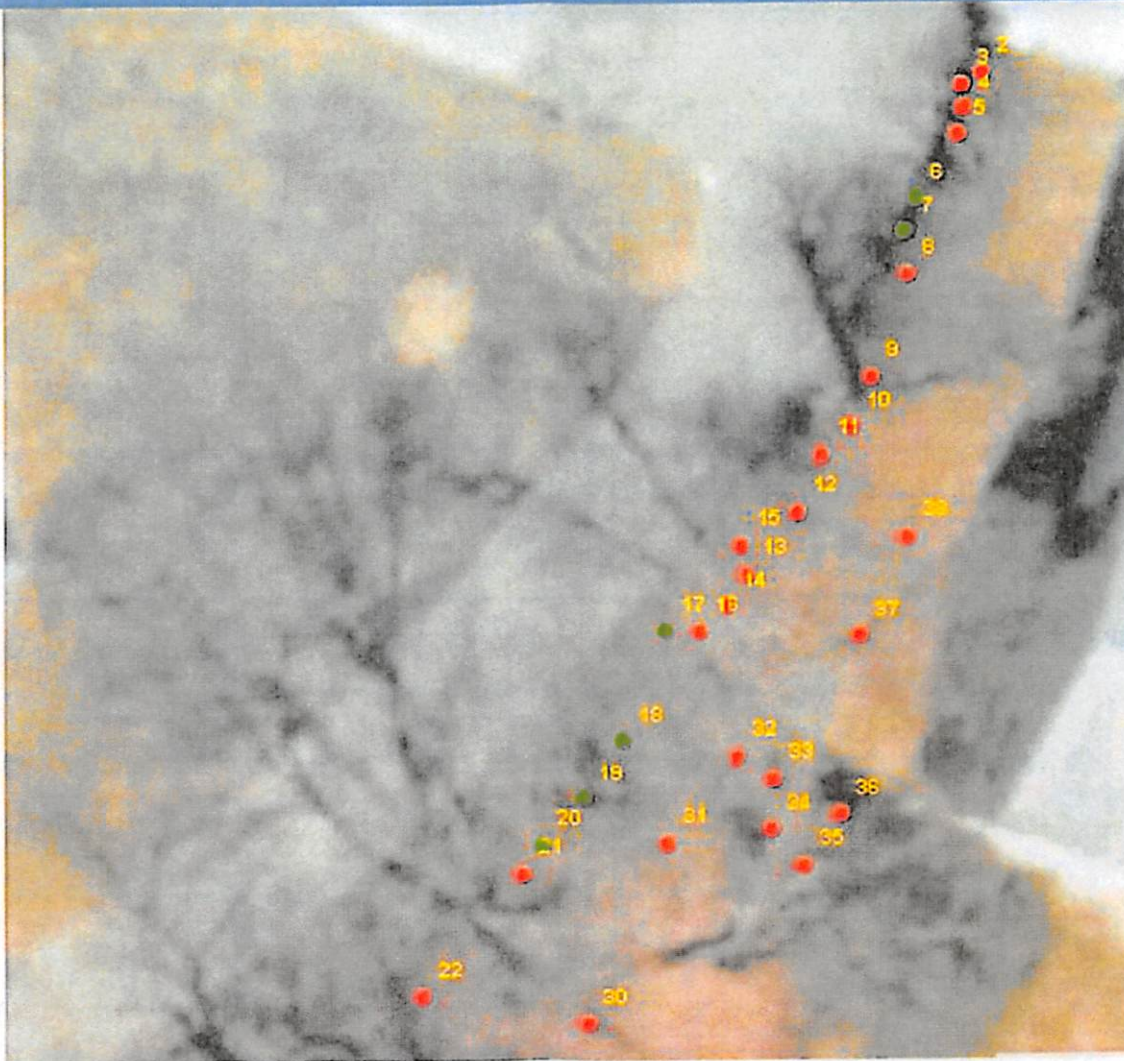
All of the plants on Cedar Commons property will need to be removed for the project.



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APPENDIX A: SITE MAP



Screen shot from ArcGIS Online of the tree inventory map. Red icons are tree/shrubs that will need to be removed; green icons are shrubs that can be preserved during construction.



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APPENDIX C: PLANT INVENTORY DATA

ID	Common Name	DBH	Cond.	Preserve	Defects	Recommendations	Property	Notes
2	Manhattan euonymus	3	Good	No	None	Remove	Cedar Commons	Grows against fence line within 5 foot property buffer
3	Rose	3	Good	No	None	Remove	On property line	Grows on property line. Has been sheered for road clearance. Transplant prior to construction an option.
4	Mulberry	6	Fair	No	Invasive species. Codominant at base	Remove	Cedar Commons	Grows between fence and staked property line
5	Forsythia	2	Fair	No	None	Remove	Cedar Commons	Grows uncontrolled along fence line
6	Privet	3	Good	Yes	Is pruned to maintained clearance from driveway	Transplant prior to construction	Church	Grows against staked property line. If not transplanted: Monitor for three years post construction and replace if any die.
7	Privet	2	Fair	Yes	Is pruned to maintained clearance from driveway. Deadwood. Suppressed	Transplant prior to construction	Church	Grows against staked property line. If not transplanted: Monitor for three years post construction and replace if any die.
8	Norway maple	2	Fair	No	Invasive species. Vines along trunk and canopy. Not maintained.	Remove	Cedar Commons	Between fence and property stakes
9	Norway maple	13	Poor	No	Invasive species. Top 15 feet dead. Prior broken top. Dead and missing bark	Remove	Cedar Commons	Between fence and property stakes
10	Norway maple	2	Fair	No	Invasive species. Volunteer trees. Suppressed	Remove	Cedar Commons	Between fence and property stakes. Two trees next to each other
11	Honeysuckle	3	Fair	No	Invasive species	Remove	On property line	Grows on staked property line
12	Snowbell	5	Fair	No	Unmaintained. Vines along trunk into canopy	Remove	Cedar Commons	Between fence and staked property line
13	Norway maple	13	Fair	No	Invasive species. Calloused wound along trunk	Remove	Cedar Commons	Between fence and staked property line



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ID	Common Name	DBH	Cond.	Preserve	Defects	Recommendations	Property	Notes
14	Norway maple	14	Poor	No	Invasive species. Cavity with significant decay at 3 to 6 feet. Leans over driveway. Calloused wound along upper trunk.	Remove	Cedar Commons	Between fence and staked property line
15	Privet	1	Fair	No	None	Remove and replace or transplant to another location	On property line	Grows on staked property line
16	Norway maple	13	Dead	No	Standing dead tree	Remove	Cedar Commons	Between fence and staked property line
17	Viburnum	2	Fair	Yes	Deadwood. Dieback	Transplant prior to construction	Church	Grows just beyond property line. If not transplanted; Monitor for three years post construction and replace if any die.
18	Holly	2	Good	Yes	None	Minimal impact from excavation. Monitor for three year period post construction and replace if dies	Church	Approx 3 feet from staked property line. Transplant prior to construction an option
19	Privet	2	Fair	Yes	None	Monitor for three years post construction and replace if any die.	Church	Clump of three plants.
20	Forsythia	2	Fair	Yes	None	Monitor for three years post construction and replace if any die.	Church	Just beyond staked property line.
21	Sugar maple	32	Poor	No	Prior broken top. Large deadwood. Cavity with significant decay from 12 to 16 feet. Tree does not appear to have been maintained	Remove	Church	Approximately 3 feet from staked property line. Significant impacts to root zone from proposed excavation.
22	Norway maple	5	Fair	No	Invasive species. Suppressed. Volunteer tree	Remove	Church	Just beyond staked property line
23	Norway maple	25	Dead	No	Standing dead tree	Remove	Church	Approximately 3 feet from staked property line
24	Mulberry	9	Fair	No	Invasive species. Broken top. Vines cover canopy. Not maintained	Remove	Church	Approximately 2 feet behind last property line stake



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ID	Common Name	DBH	Cond.	Preserve	Defects	Recommendations	Property	Notes
25	Norway maple	6	Fair	No	Invasive species. Volunteer tree	Remove	Cedar Commons	In line with extended fence line. Photo shows group of next 5 trees
26	Norway maple	9	Fair	No	Invasive species. Volunteer tree	Remove	Cedar Commons	In line with extended fence line
27	Norway maple	10	Fair	No	Invasive species. Volunteer tree	Remove	Cedar Commons	In line with extended fence line
28	Norway maple	12	Fair	No	Invasive species. Volunteer tree	Remove	Cedar Commons	In line with extended fence line
29	Norway maple	15	Fair	No	Invasive species. Volunteer tree	Remove	Cedar Commons	Between extended fence line and staked property line
30	Black locust	9	Poor	No	Suppressed. Covered in vines. Invasive species	Remove	Cedar Commons	In line with extended fence line
31	Norway maple	10	Fair	No	Invasive species. Volunteer tree. Vines along trunk	Remove	Cedar Commons	In line with extended fence line
32	Privet	2	Fair	No	None	Remove	Cedar Commons	Inside fence line
33	Blue spruce	4	Fair	No	Suppressed	Remove	Cedar Commons	Inside fence
34	Canadian hemlock	5	Poor	No	Suppressed. Dieback	Remove	Cedar Commons	Inside fence
35	Canadian hemlock	12	Fair	No	Shaded on one side. Deadwood	Remove	Cedar Commons	Inside fence
36	Arborvitae	9	Fair	No	Shaded on two sides	Remove	Cedar Commons	Inside fence
37	Japanese maple	5	Fair	No	None	Remove	Cedar Commons	Inside fence
38	Japanese maple	4	Fair	No	None	Remove	Cedar Commons	Inside fence

Mr. Thomas Kohany/Project Engineer sent the following letter dated May 1, 2020 to Mr. George Pommer/Village Consulting Engineer:



HUDSON
ENGINEERING
&
CONSULTING, P.C.



May 1, 2020

George E. Pommer, P.E.
Vice President
James J. Hahn Engineering, P.C.
Putnam Business Park
1689 Route 22
Brewster, NY 10509

Re: Site Plan review
43-45 Cedar Street
Dobbs Ferry – New York

Dear Mr. Pommer:

On behalf of the applicant, our office has reviewed your Memorandum dated August 26, 2019 and offers the following responses:

- 1.) Upon approval of the project and prior to the start of construction, a Construction Access Agreement will be submitted.
- 2.) All existing utility services from the site shall be removed and capped at the mains in accordance with the utility providers regulations. Prior to commencing construction, test pits will be conducted to confirm elevation of existing utilities.
- 3.) Upon the start of construction, test pits will be excavated to determine the connection points of all existing sanitary sewers services from the Church's property. At that time, the alignment of the proposed sanitary service will be revise accordingly and submitted to the town.
- 4.) The plan set has been revised to include additional sheets to ease viewing.
- 5.) A turning template was provided by Provident Design Engineering in response to Maser Consulting's August 28th, 2019 comment memorandum.
- 6.) A complete landscape plan (sheet L-1) was completed by Christina Griffin Architecture And previously submitted for review.
- 7.) The existing site has estimated sanitary flow of approximately 2,280 gallons per day. The proposed development consisting of 15 2-bedroom condos and 2 retail spaces has an estimated flow of approximately 4,700 gallons per day. Existing and proposed sanitary loading estimates are based up NYSDEC



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May 1, 2020
Page 2 of 3

Wastewater Design Standards. Prior to construction, Sanitary sewer improvement drawings will be submitted to Westchester County Department of Health for approval.

- 8.) Comment noted.
- 9.) A stormwater report including pre- and post-developed runoff rates is included with this submission.
- 10.) Comment no longer applicable. The previous stormwater system was replaced with a pipe attenuation gallery.
- 11.) All channel drains have been removed from the design.
- 12.) All wye connections were removed from the stormwater conveyance system.
- 13.) The proposed patio at the southeast corner of the building includes a 12" drain inlet connected to the stormwater conveyance system.
- 14.) Floor drains will be proved in the basement slab and connected to a pump chamber. The pump will connect to the onsite drainage network prior to being discharged into the village's system.
- 15.) Sight distances and an associated diagram were provided by Provident Design Engineering in response to Maser Consulting's August 28th, 2019 comment memorandum.
- 16.) Comment noted.
- 17.) A pedestrian protection plan will be developed and submitted to the village prior to obtaining a building permit.
- 18.) A exterior lighting plan (sheet L-1) was completed by Christina Griffin Architecture And previously submitted for review by the Architectural Review Board.
- 19.) All waste will be stored in the waste collection room located in the garage.



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May 1, 2020
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We respectfully request that you review the enclosed submittal. If you should have any additional questions or comments, please do not hesitate to contact our office at (914) 909-0420, or via email at thomas@hudsonec.com.

Thank you.

Sincerely,

Thomas Kohany
Project Engineer

The following Stormwater Management Plan & Drainage Analysis for 41-45 Cedar Street was submitted:



STORMWATER MANAGEMENT PLAN & DRAINAGE ANALYSIS

**41-45 Cedar Street
Village of Dobbs Ferry - New York**

**September 16, 2019
Revised May 1, 2020**



Hudson Engineering & Consulting, P.C.
45 Knollwood Road - Suite 201
Elmsford, NY 10523
(914) 909-0420

**STORMWATER MANAGEMENT
PLAN & DRAINAGE ANALYSIS
41- 45 Cedar Street
Village of Dobbs Ferry - New York**

INTRODUCTION

This Stormwater Management Plan presents the proposed Best Management Practices (BMPs) to control erosion and sedimentation and manage stormwater during and upon construction of a mixed-use building at 41-45 Cedar Street in the Village of Dobbs Ferry, Westchester County, New York.

This Plan consists of this narrative and a plan set entitled: "Cedar Commons, 41-45 Cedar Street, Village of Dobbs Ferry, Westchester County - New York", all as prepared by Hudson Engineering and Consulting, P.C., Elmsford, New York, dated May 1, 2020. The design is in accordance with the Village of Dobbs Ferry requirements. Since the project disturbance is less than one acre the New York State Department of Environmental Conservation [NYSDEC] stormwater regulations are not applicable.

METHODOLOGY

The stormwater analysis was developed utilizing the Soil Conservation Service (SCS) TR-20, 24-hour Type III storm events (HydroCad®) to assist with the design of the mitigating practices. The "Complex Number" (CN) value determination is based on soil type, vegetation and land use. The design is in accordance with the Village of Dobbs Ferry's stormwater regulations. The "Time of Concentration" (T_c) was determined as a direct entry of one-minute. The CN and T_c data are input into the computer model. The project site was modeled for the 1-, 10- and 25-year Type III – 24-hour storm event.

BACKGROUND INFORMATION

The existing site consists of an existing 1-story building on the north side of the site and grass area to the south. The on-site soil are characterized as Urban land- Charlton Complex, with 8 to 15 percent slopes, sloping from south to north. On-site soils have a Hydraulic Soil Group Rating of Type B soils.

PRE-DESIGN INVESTIGATIVE ANALYSIS

Due to the location of the proposed building on the site, it was determined that conventional stormwater management practices could not be utilized in the stormwater design (i.e. infiltration chambers, infiltration basins, etc.) due to the inability to meet required setbacks from the foundation and property lines. Therefore, No deep test holes or percolation tests were conducted.

PRE-DEVELOPED CONDITION

In the pre-developed condition, the site was modeled as one watershed, Watershed 1. Watershed 1 contains of approximately 14,161 square feet of tributary area, consisting of 7,073 square feet of pervious area in the form of lawn and landscaping in HSG Type B soils and 7,088 square feet of impervious area in the form of walkways and the existing building. The CN value for this area is 80 and the Tc is calculated as 2.9 Minutes. Runoff from the site originates in the south west corner of the site and flows in a northerly direction where it exits the site to the Cedar Street Right-of-way at DP-1.

Peak runoff flow rates for the pre-developed conditions are summarized below:

Pre-Developed Runoff Rate from Site			
Storm Event	1 Year	10 Year	25 Year
	cfs	cfs	cfs
Totals:	0.46	1.26	1.73

POST-DEVELOPED CONDITION

In the post-developed condition, the site was modeled as two watersheds, watershed 1 and watershed 1A. Each watershed was analyzed as follows:

Watershed 1 contains approximately 2,296 square feet of tributary area, consisting of 616 square feet of pervious area in the form of lawn and landscaping in HSG Type B soils and 1,680 square feet of impervious area in the form of walkways, patios and walls. The CN value for this area is 88 and the Tc is calculated as a direct entry of 1.0 Minute. Runoff from the is collected and conveyed via a comprehensive stormwater system to a proposed drain manhole located just outside the property in the north west corner near DP-1.

Watershed 1A contain approximately 11,865 square feet of tributary area, all of which is impervious in the form of the proposed building and patio. The CN value for this area is 98 and the Tc is calculated as a direct entry of 1.0 Minute. Runoff from this watershed is collected via a comprehensive stormwater system and conveyed via pipe to a 100 linear foot, 42-inch diameter pipe attenuation gallery with water-tight joints. The gallery is designed with reduced diameter orifices to attenuate flows leaving the site to pre-developed conditions.

Peak runoff flow rates for the post-developed conditions are summarized below:

Post-Developed Runoff Rate from Site			
Storm Event	1 Year	10 Year	25 Year
	cfs	cfs	cfs
Totals:	0.38	1.17	1.73

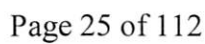
SUMMARY OF FLOWS

Summary of flows at DP-1			
Storm Event	1 Year	10 Year	25 Year
	cfs	cfs	cfs
Pre-	0.46	1.26	1.73
Post-	0.38	1.17	1.73

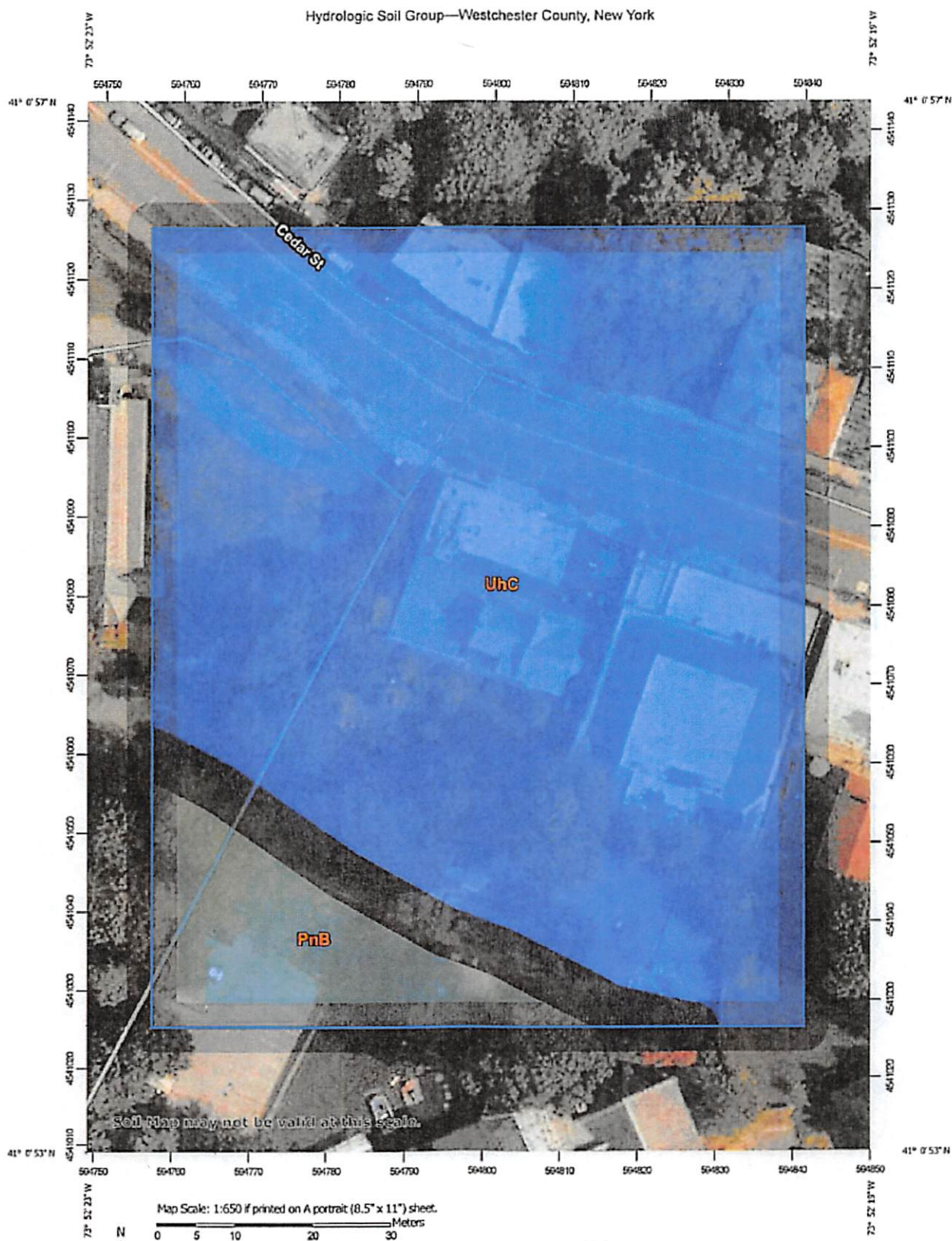
The flow rates from the site are reduced for all storms up to and including the 25-year storm event.

CONCLUSION

The stormwater management plan proposed meets all the requirements set forth by the Village of Dobbs Ferry code. Design modification requirements that may occur during the approval process will be performed and submitted for review to the Village of Dobbs Ferry.



Hydrologic Soil Group—Westchester County, New York



































Natural Resources
Conservation Service

Web Soil Survey
National Cooperative Soil Survey

5/14/2019
Page 1 of 4

MAP LEGEND

Area of Interest (AOI)			C
 Area of Interest (AOI)			C/D
Soils			D
Soil Rating Polygons			Not rated or not available
	A	Water Features	
	A/D		Streams and Canals
	B	Transportation	
	B/D		Rails
	C		Interstate Highways
	C/D		US Routes
	D		Major Roads
	Not rated or not available		Local Roads
Soil Rating Lines		Background	
	A		Aerial Photography
	A/D		
	B		
	B/D		
	C		
	C/D		
	D		
	Not rated or not available		
Soil Rating Points			
	A		
	A/D		
	B		
	B/D		

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:12,000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service
Web Soil Survey URL:
Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Westchester County, New York
Survey Area Data: Version 14, Sep 3, 2018

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Jul 21, 2014—Aug 27, 2014

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Hydrologic Soil Group

Map unit symbol	Map unit name	Rating	Acres in AOI	Percent of AOI
PrB	Paxon fine sandy loam, 3 to 8 percent slopes	C	0.3	12.5%
UnC	Urban land-Charlton complex, 8 to 15 percent slopes	B	1.8	87.5%
Totals for Area of Interest			2.1	100.0%

Description

Hydrologic soil groups are based on estimates of runoff potential. Soils are assigned to one of four groups according to the rate of water infiltration when the soils are not protected by vegetation, are thoroughly wet, and receive precipitation from long-duration storms.

The soils in the United States are assigned to four groups (A, B, C, and D) and three dual classes (A/D, B/D, and C/D). The groups are defined as follows:

Group A. Soils having a high infiltration rate (low runoff potential) when thoroughly wet. These consist mainly of deep, well drained to excessively drained sands or gravelly sands. These soils have a high rate of water transmission.

Group B. Soils having a moderate infiltration rate when thoroughly wet. These consist chiefly of moderately deep or deep, moderately well drained or well drained soils that have moderately fine texture to moderately coarse texture. These soils have a moderate rate of water transmission.

Group C. Soils having a slow infiltration rate when thoroughly wet. These consist chiefly of soils having a layer that impedes the downward movement of water or soils of moderately fine texture or fine texture. These soils have a slow rate of water transmission.

Group D. Soils having a very slow infiltration rate (high runoff potential) when thoroughly wet. These consist chiefly of clays that have a high shrink-swell potential, soils that have a high water table, soils that have a claypan or clay layer at or near the surface, and soils that are shallow over nearly impervious material. These soils have a very slow rate of water transmission.

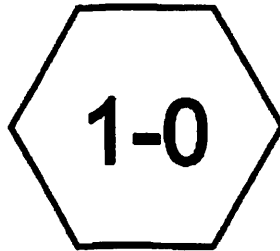
If a soil is assigned to a dual hydrologic group (A/D, B/D, or C/D), the first letter is for drained areas and the second is for undrained areas. Only the soils that in their natural condition are in group D are assigned to dual classes.

Rating Options

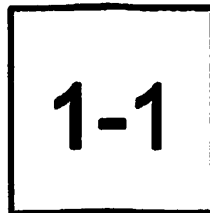
Aggregation Method: Dominant Condition

Component Percent Cutoff: None Specified

Tie-break Rule: Higher



Watershed 1



DP-1



Routing Diagram for Existing Conditions
Prepared by Hudson Engineering & Consulting, P.C., Printed 5/4/2020
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Existing Conditions

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Type III 24-hr 1-Year Rainfall=2.81"

Printed 5/4/2020

Page 2

Summary for Subcatchment 1-0: Watershed 1

Runoff = 0.46 cfs @ 12.05 hrs, Volume= 1,309 cf, Depth= 1.11"

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 0.00-60.00 hrs, dt= 0.01 hrs
Type III 24-hr 1-Year Rainfall=2.81"

	Area (sf)	CN	Description
*	2,138	98	Pavlos/Walkways
*	4,950	98	Buildings
	7,073	61	>75% Grass cover, Good, HSG B
	14,161	80	Weighted Average
	7,073		49.85% Pervious Area
	7,088		50.05% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
2.7	60	0.1583	0.37		Sheet Flow, A to B Grass: Short n= 0.150 P2= 3.50"
0.1	22	0.1500	2.71		Shallow Concentrated Flow, B to C Short Grass Pasture Kv= 7.0 fps
0.1	53	0.1255	7.19		Shallow Concentrated Flow, C to DP-1 Paved Kv= 20.3 fps
2.9	135	Total			

Summary for Reach 1-1: DP-1

Inflow Area = 14,161 sf, 50.05% Impervious, Inflow Depth = 1.11" for 1-Year event

Inflow = 0.46 cfs @ 12.05 hrs, Volume= 1,309 cf

Outflow = 0.46 cfs @ 12.05 hrs, Volume= 1,309 cf, Atten= 0%, Lag= 0.0 min

Routing by Stor-Ind+Trans method, Time Span= 0.00-60.00 hrs, dt= 0.01 hrs

Existing Conditions

Prepared by Hudson Engineering & Consulting, P.C.

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Type III 24-hr 10-Year Rainfall=5.06"

Printed 5/4/2020

Page 3

Summary for Subcatchment 1-0: Watershed 1

Runoff = 1.26 cfs @ 12.04 hrs, Volume= 3,476 cf, Depth= 2.95"

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 0.00-60.00 hrs, dt= 0.01 hrs
Type III 24-hr 10-Year Rainfall=5.06"

	Area (sf)	CN	Description
*	2,138	98	Patios/Walkways
*	4,950	98	Buildings
	7,073	61	>75% Grass cover, Good, HSG B
	14,161	80	Weighted Average
	7,073		49.95% Pervious Area
	7,088		50.05% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
2.7	60	0.1583	0.37		Sheet Flow, A to B Grass: Short n= 0.150 P2= 3.50"
0.1	22	0.1500	2.71		Shallow Concentrated Flow, B to C Short Grass Pasture Kv= 7.0 fps
0.1	53	0.1255	7.19		Shallow Concentrated Flow, C to DP-1 Paved Kv= 20.3 fps
2.9	135	Total			

Summary for Reach 1-1: DP-1

Inflow Area = 14,161 sf, 50.05% Impervious, Inflow Depth = 2.95" for 10-Year event
 Inflow = 1.26 cfs @ 12.04 hrs, Volume= 3,476 cf
 Outflow = 1.26 cfs @ 12.04 hrs, Volume= 3,476 cf, Atten= 0%, Lag= 0.0 min

Routing by Stor-Ind+Trans method, Time Span= 0.00-60.00 hrs, dt= 0.01 hrs

Existing Conditions

Prepared by Hudson Engineering & Consulting, P.C.

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Type III 24-hr 25-Year Rainfall=6.34"

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Page 4

Summary for Subcatchment 1-0: Watershed 1

Runoff = 1.73 cfs @ 12.04 hrs, Volume= 4,826 cf, Depth= 4.09"

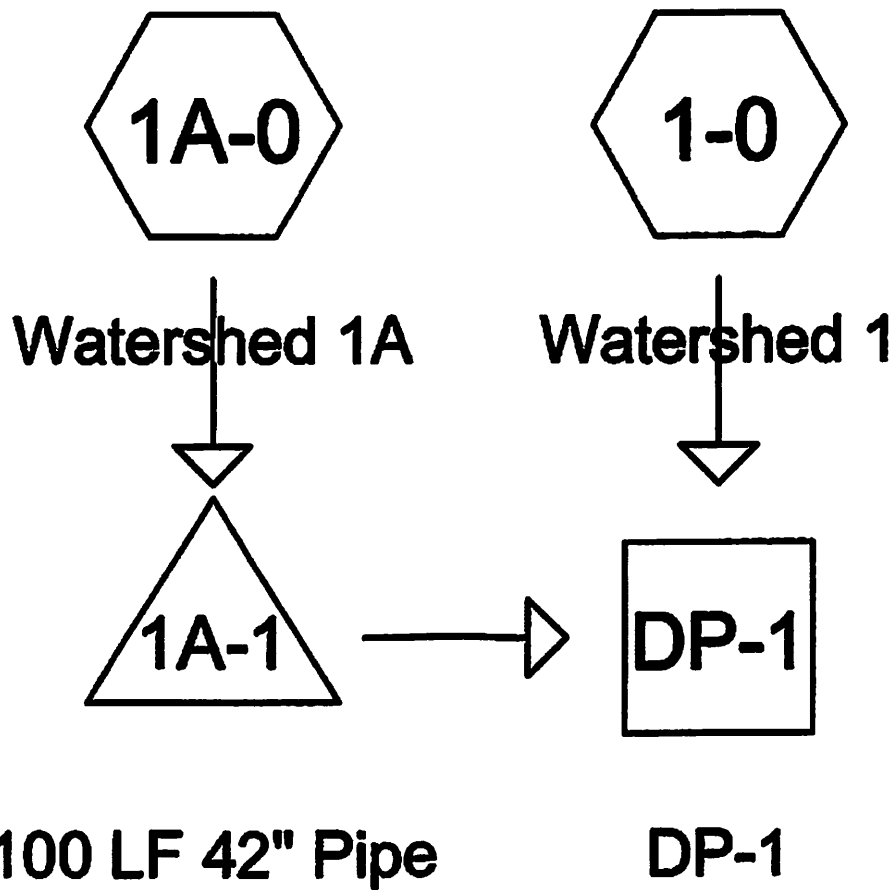
Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 0.00-60.00 hrs, dt= 0.01 hrs
Type III 24-hr 25-Year Rainfall=6.34"

	Area (sf)	CN	Description
*	2,138	98	Patios/Walkways
*	4,950	98	Buildings
	7,073	61	>75% Grass cover, Good, HSG B
	14,161	80	Weighted Average
	7,073		49.95% Pervious Area
	7,088		50.05% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
2.7	60	0.1583	0.37		Sheet Flow, A to B
					Grass: Short n= 0.150 P2= 3.50"
0.1	22	0.1500	2.71		Shallow Concentrated Flow, B to C
					Short Grass Pasture Kv= 7.0 fps
0.1	53	0.1255	7.19		Shallow Concentrated Flow, C to DP-1
					Paved Kv= 20.3 fps
2.9	135	Total			

Summary for Reach 1-1: DP-1Inflow Area = 14,161 sf, 50.05% Impervious, Inflow Depth = 4.09" for 25-Year event
Inflow = 1.73 cfs @ 12.04 hrs, Volume= 4,826 cf
Outflow = 1.73 cfs @ 12.04 hrs, Volume= 4,826 cf, Atten= 0%, Lag= 0.0 min

Routing by Stor-Ind+Trans method, Time Span= 0.00-60.00 hrs, dt= 0.01 hrs



Routing Diagram for Proposed Conditions
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Proposed Conditions

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Type III 24-hr 1-Year Rainfall=2.81"

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Page 2

Summary for Subcatchment 1-0: Watershed 1

Runoff = 0.12 cfs @ 12.02 hrs, Volume= 316 cf, Depth= 1.65"

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 0.00-60.00 hrs, dt= 0.01 hrs
 Type III 24-hr 1-Year Rainfall=2.81"

Area (sf)	CN	Description
* 1,680	98	Walls, Walkways, Patios
616	61	>75% Grass cover, Good, HSG B
2,296	88	Weighted Average
616		26.83% Pervious Area
1,680		73.17% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
1.0					Direct Entry,

Summary for Subcatchment 1A-0: Watershed 1A

Runoff = 0.88 cfs @ 12.01 hrs, Volume= 2,550 cf, Depth= 2.58"

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 0.00-60.00 hrs, dt= 0.01 hrs
 Type III 24-hr 1-Year Rainfall=2.81"

Area (sf)	CN	Description
* 10,905	98	Proposed Building
* 860	98	Patio/Walkway
11,865	98	Weighted Average
11,865		100.00% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
1.0					Direct Entry, Direct Entry

Summary for Reach DP-1: DP-1

Inflow Area = 14,161 sf, 95.65% Impervious, Inflow Depth = 2.43" for 1-Year event
 Inflow = 0.38 cfs @ 12.03 hrs, Volume= 2,866 cf
 Outflow = 0.38 cfs @ 12.03 hrs, Volume= 2,866 cf, Atten= 0%, Lag= 0.0 min

Routing by Stor-Ind+Trans method, Time Span= 0.00-60.00 hrs, dt= 0.01 hrs

Summary for Pond 1A-1: 100 LF 42" Pipe

Inflow Area = 11,865 sf, 100.00% Impervious, Inflow Depth = 2.58" for 1-Year event
 Inflow = 0.88 cfs @ 12.01 hrs, Volume= 2,550 cf
 Outflow = 0.29 cfs @ 12.21 hrs, Volume= 2,550 cf, Atten= 67%, Lag= 12.0 min
 Primary = 0.29 cfs @ 12.21 hrs, Volume= 2,550 cf

Proposed Conditions**Type III 24-hr 1-Year Rainfall=2.81"****Prepared by Hudson Engineering & Consulting, P.C.****Printed 5/4/2020****HydroCAD® 10.00-24 s/n 02549 © 2018 HydroCAD Software Solutions LLC****Page 3****Routing by Stor-Ind method, Time Span= 0.00-60.00 hrs, dt= 0.01 hrs****Peak Elev= 1.66' @ 12.21 hrs Surf.Area= 350 sf Storage= 451 cf****Plug-Flow detention time= 12.4 min calculated for 2,550 cf (100% of inflow)****Center-of-Mass det. time= 12.3 min (766.9 - 754.6)**

Volume	Invert	Avail.Storage	Storage Description
#1	0.00'	982 cf	42.0" Round Pipe Storage L= 100.0'

Device	Routing	Invert	Outlet Devices
#1	Primary	0.00'	3.0" Vert. Orifice/Grate C= 0.600
#2	Primary	2.25'	7.0" Vert. Orifice/Grate C= 0.600

Primary OutFlow Max=0.29 cfs @ 12.21 hrs HW=1.66' (Free Discharge)**1=Orifice/Grate (Orifice Controls 0.29 cfs @ 5.97 fps)****2=Orifice/Grate (Controls 0.00 cfs)**

Proposed Conditions

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Type III 24-hr 10-Year Rainfall=5.06"

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Page 4

Summary for Subcatchment 1-0: Watershed 1

Runoff = 0.27 cfs @ 12.02 hrs, Volume= 713 cf, Depth= 3.73"

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 0.00-60.00 hrs, dt= 0.01 hrs
Type III 24-hr 10-Year Rainfall=5.06"

Area (sf)	CN	Description
* 1,680	98	Walls, Walkways, Patios
616	61	>75% Grass cover, Good, HSG B
2,296	88	Weighted Average
616		26.83% Pervious Area
1,680		73.17% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
1.0					Direct Entry,

Summary for Subcatchment 1A-0: Watershed 1A

Runoff = 1.61 cfs @ 12.01 hrs, Volume= 4,769 cf, Depth= 4.82"

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 0.00-60.00 hrs, dt= 0.01 hrs
Type III 24-hr 10-Year Rainfall=5.06"

Area (sf)	CN	Description
* 10,905	98	Proposed Building
* 960	98	Patio/Walkway
11,865	98	Weighted Average
11,865		100.00% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
1.0					Direct Entry, Direct Entry

Summary for Reach DP-1: DP-1

Inflow Area = 14,161 sf, 95.65% Impervious, Inflow Depth = 4.65" for 10-Year event
 Inflow = 1.17 cfs @ 12.08 hrs, Volume= 5,482 cf
 Outflow = 1.17 cfs @ 12.08 hrs, Volume= 5,482 cf, Atten= 0%, Lag= 0.0 min

Routing by Stor-Ind+Trans method, Time Span= 0.00-60.00 hrs, dt= 0.01 hrs

Summary for Pond 1A-1: 100 LF 42" Pipe

Inflow Area = 11,865 sf, 100.00% Impervious, Inflow Depth = 4.82" for 10-Year event
 Inflow = 1.61 cfs @ 12.01 hrs, Volume= 4,769 cf
 Outflow = 0.99 cfs @ 12.08 hrs, Volume= 4,769 cf, Atten= 38%, Lag= 4.1 min
 Primary = 0.99 cfs @ 12.08 hrs, Volume= 4,769 cf

Proposed Conditions**Type III 24-hr 10-Year Rainfall=5.06"****Prepared by Hudson Engineering & Consulting, P.C.****Printed 5/4/2020****HydroCAD® 10.00-24 s/n 02549 © 2018 HydroCAD Software Solutions LLC****Page 5****Routing by Stor-Ind method, Time Span= 0.00-60.00 hrs, dt= 0.01 hrs****Peak Elev= 2.76' @ 12.08 hrs Surf.Area= 285 sf Storage= 815 cf****Plug-Flow detention time= 13.9 min calculated for 4,768 cf (100% of Inflow)****Center-of-Mass det. time= 13.9 min (757.1 - 743.2)**

Volume	Invert	Avail.Storage	Storage Description
#1	0.00'	862 cf	42.0" Round Pipe Storage L= 100.0'

Device	Routing	Invert	Outlet Devices
#1	Primary	0.00'	3.0" Vert. Orifice/Grate C= 0.600
#2	Primary	2.25'	7.0" Vert. Orifice/Grate C= 0.600

Primary OutFlow Max=0.99 cfs @ 12.08 hrs HW=2.76' (Free Discharge)**1=Orifice/Grate (Orifice Controls 0.38 cfs @ 7.82 fps)****2=Orifice/Grate (Orifice Controls 0.60 cfs @ 2.43 fps)**

Proposed Conditions

Prepared by Hudson Engineering & Consulting, P.C.

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Type III 24-hr 25-Year Rainfall=6.34"

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Page 6

Summary for Subcatchment 1-0: Watershed 1

Runoff = 0.35 cfs @ 12.02 hrs, Volume= 948 cf, Depth= 4.95"

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 0.00-60.00 hrs, dt= 0.01 hrs

Type III 24-hr 25-Year Rainfall=6.34"

Area (sf)	CN	Description
* 1,680	98	Walls, Walkways, Patios
616	61	>75% Grass cover, Good, HSG B
2,296	88	Weighted Average
616		26.63% Pervious Area
1,680		73.17% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
1.0					Direct Entry,

Summary for Subcatchment 1A-0: Watershed 1A

Runoff = 2.02 cfs @ 12.01 hrs, Volume= 6,033 cf, Depth= 6.10"

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 0.00-60.00 hrs, dt= 0.01 hrs

Type III 24-hr 25-Year Rainfall=6.34"

Area (sf)	CN	Description
* 10,905	98	Proposed Building
* 880	98	Patio/Walkway
11,885	98	Weighted Average
11,885		100.00% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
1.0					Direct Entry, Direct Entry

Summary for Reach DP-1: DP-1

Inflow Area = 14,161 sf, 95.65% Impervious, Inflow Depth = 5.92" for 25-Year event

Inflow = 1.73 cfs @ 12.06 hrs, Volume= 6,981 cf

Outflow = 1.73 cfs @ 12.06 hrs, Volume= 6,981 cf, Atten= 0%, Lag= 0.0 min

Routing by Stor-Ind+Trans method, Time Span= 0.00-60.00 hrs, dt= 0.01 hrs

Summary for Pond 1A-1: 100 LF 42" Pipe

Inflow Area = 11,885 sf, 100.00% Impervious, Inflow Depth = 6.10" for 25-Year event

Inflow = 2.02 cfs @ 12.01 hrs, Volume= 6,033 cf

Outflow = 1.46 cfs @ 12.07 hrs, Volume= 6,033 cf, Atten= 27%, Lag= 3.0 min

Primary = 1.46 cfs @ 12.07 hrs, Volume= 6,033 cf

Proposed Conditions

Prepared by Hudson Engineering & Consulting, P.C.

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Type III 24-hr 25-Year Rainfall=6.34"

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Page 6

Summary for Subcatchment 1-0: Watershed 1

Runoff = 0.35 cfs @ 12.02 hrs, Volume= 948 cf, Depth= 4.95"

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 0.00-60.00 hrs, dt= 0.01 hrs
Type III 24-hr 25-Year Rainfall=6.34"

Area (sf)	CN	Description
* 1,680	98	Walls, Walkways, Patios
616	61	>75% Grass cover, Good, HSG B
2,296	88	Weighted Average
616		26.63% Pervious Area
1,680		73.17% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
1.0					Direct Entry,

Summary for Subcatchment 1A-0: Watershed 1A

Runoff = 2.02 cfs @ 12.01 hrs, Volume= 6,033 cf, Depth= 6.10"

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 0.00-60.00 hrs, dt= 0.01 hrs
Type III 24-hr 25-Year Rainfall=6.34"

Area (sf)	CN	Description
* 10,905	98	Proposed Building
* 980	98	Patio/Walkway
11,885	98	Weighted Average
11,885		100.00% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
1.0					Direct Entry, Direct Entry

Summary for Reach DP-1: DP-1Inflow Area = 14,161 sf, 95.65% Impervious, Inflow Depth = 5.92" for 25-Year event
Inflow = 1.73 cfs @ 12.06 hrs, Volume= 6,981 cf
Outflow = 1.73 cfs @ 12.06 hrs, Volume= 6,981 cf, Atten= 0%, Lag= 0.0 min

Routing by Stor-Ind+Trans method, Time Span= 0.00-60.00 hrs, dt= 0.01 hrs

Summary for Pond 1A-1: 100 LF 42" PipeInflow Area = 11,885 sf, 100.00% Impervious, Inflow Depth = 6.10" for 25-Year event
Inflow = 2.02 cfs @ 12.01 hrs, Volume= 6,033 cf
Outflow = 1.46 cfs @ 12.07 hrs, Volume= 6,033 cf, Atten= 27%, Lag= 3.0 min
Primary = 1.46 cfs @ 12.07 hrs, Volume= 6,033 cf

Proposed Conditions

Prepared by Hudson Engineering & Consulting, P.C.

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Type III 24-hr 25-Year Rainfall=6.34"

Printed 5/4/2020

Page 6

Summary for Subcatchment 1-0: Watershed 1

Runoff = 0.35 cfs @ 12.02 hrs, Volume= 948 cf, Depth= 4.95"

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 0.00-60.00 hrs, dt= 0.01 hrs
Type III 24-hr 25-Year Rainfall=6.34"

Area (sf)	CN	Description
* 1,680	98	Walls, Walkways, Patios
616	61	>75% Grass cover, Good, HSG B
2,296	88	Weighted Average
616		28.63% Pervious Area
1,680		73.17% Impervious Area

Tc (min)	Length (feet)	Slope (ft/ft)	Velocity (ft/sec)	Capacity (cfs)	Description
1.0					Direct Entry,

Summary for Subcatchment 1A-0: Watershed 1A

Runoff = 2.02 cfs @ 12.01 hrs, Volume= 6,033 cf, Depth= 6.10"

Runoff by SCS TR-20 method, UH=SCS, Weighted-CN, Time Span= 0.00-60.00 hrs, dt= 0.01 hrs
Type III 24-hr 25-Year Rainfall=6.34"

Area (sf)	CN	Description
* 10,905	98	Proposed Building
* 980	98	Patio/Walkway
11,885	98	Weighted Average
11,885		100.00% Impervious Area

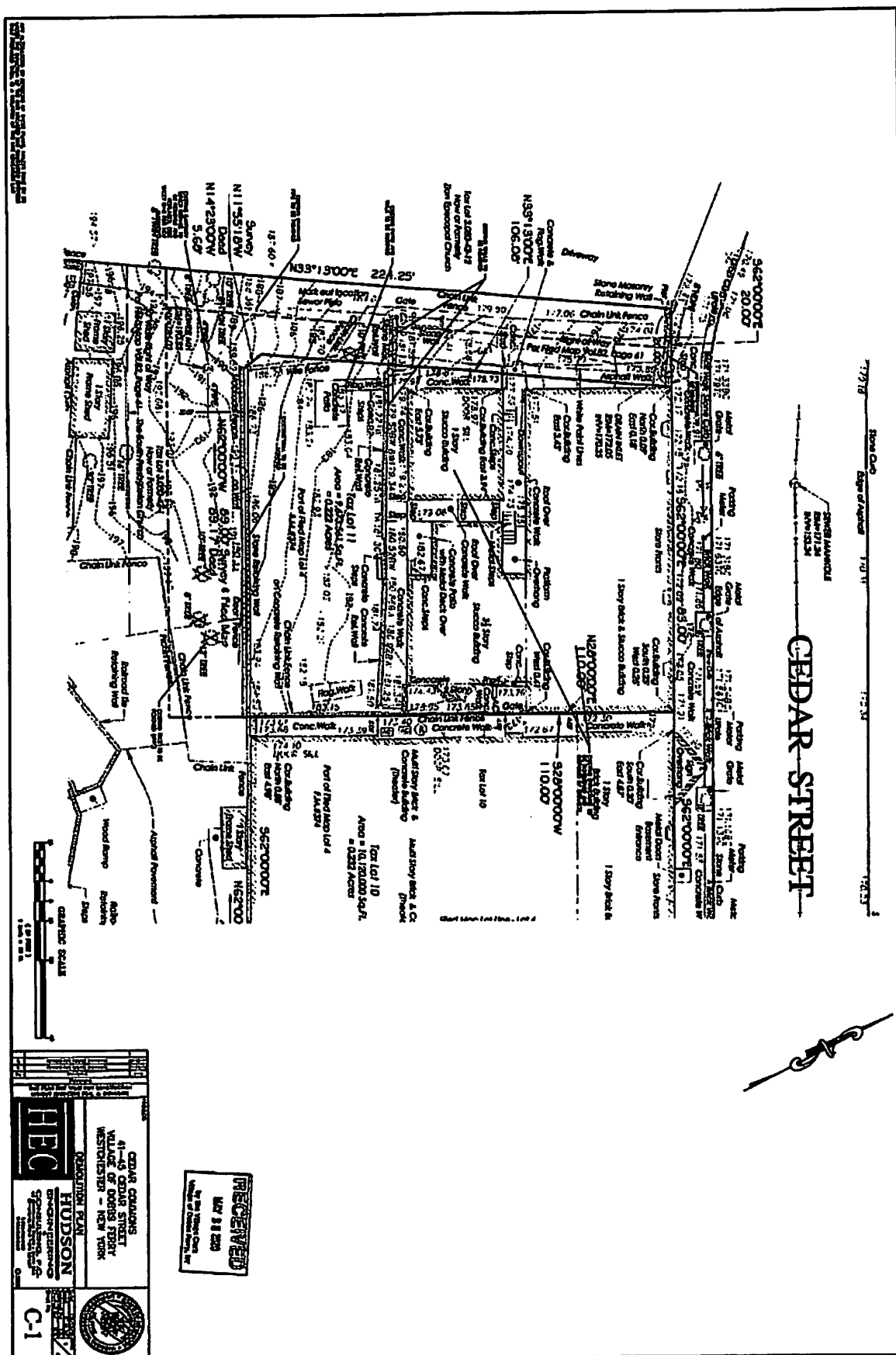
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1.0					Direct Entry, Direct Entry

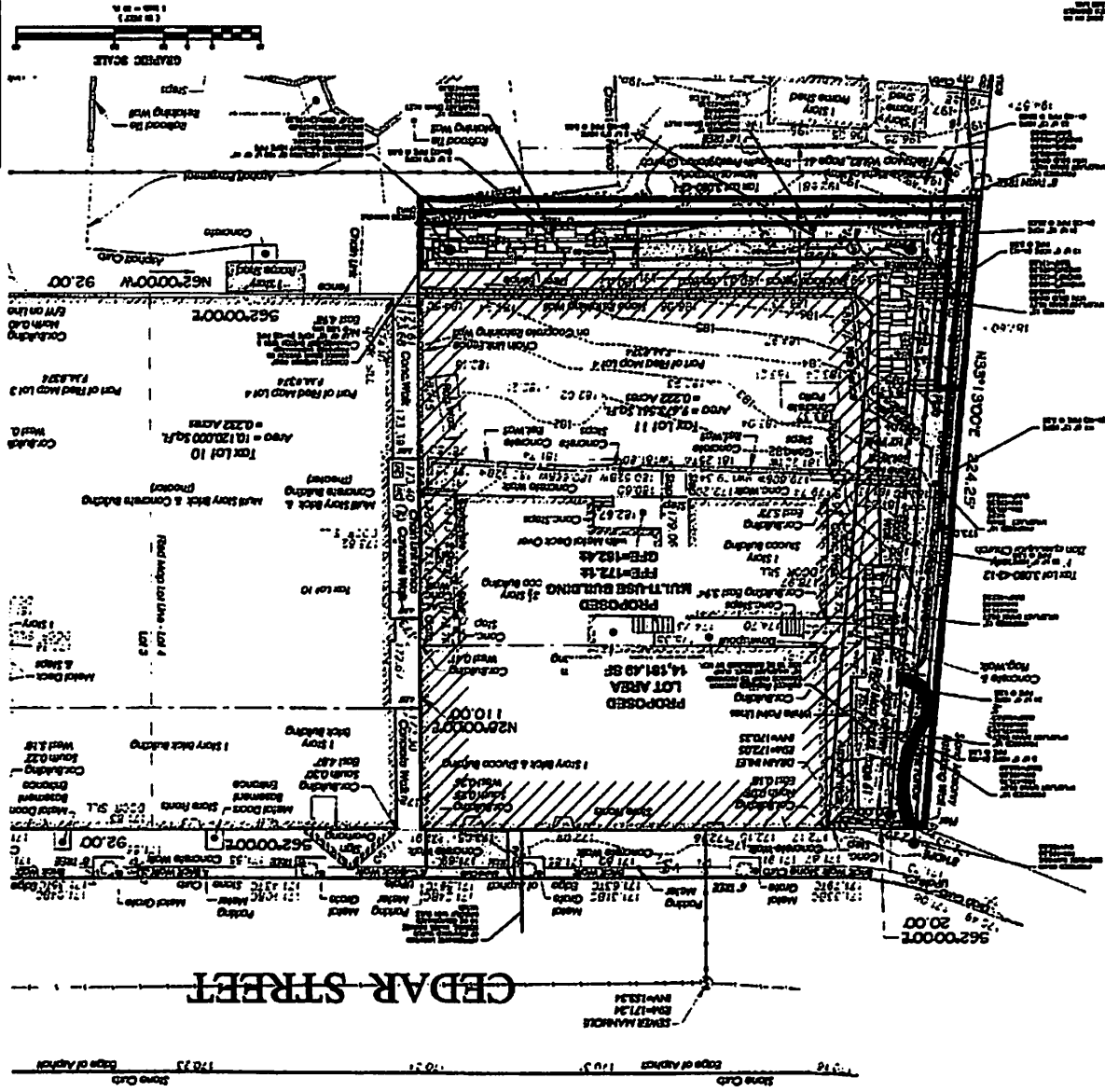
Summary for Reach DP-1: DP-1Inflow Area = 14,161 sf, 95.65% Impervious, Inflow Depth = 5.92" for 25-Year event
Inflow = 1.73 cfs @ 12.08 hrs, Volume= 6,981 cf
Outflow = 1.73 cfs @ 12.08 hrs, Volume= 6,981 cf, Atten= 0%, Lag= 0.0 min

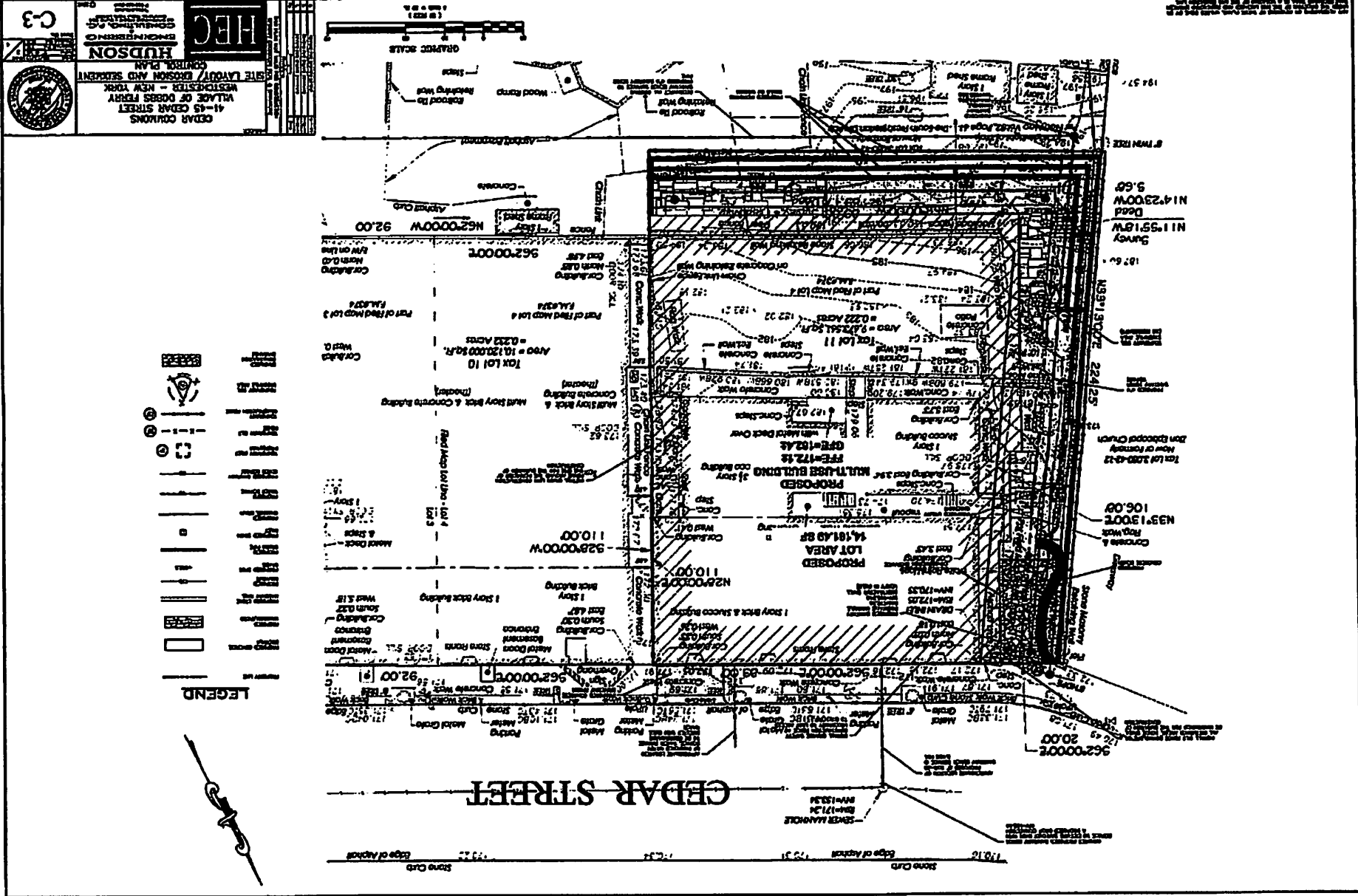
Routing by Stor-Ind+Trans method, Time Span= 0.00-60.00 hrs, dt= 0.01 hrs

Summary for Pond 1A-1: 100 LF 42" PipeInflow Area = 11,885 sf, 100.00% Impervious, Inflow Depth = 6.10" for 25-Year event
Inflow = 2.02 cfs @ 12.01 hrs, Volume= 6,033 cf
Outflow = 1.46 cfs @ 12.07 hrs, Volume= 6,033 cf, Atten= 27%, Lag= 3.0 min
Primary = 1.46 cfs @ 12.07 hrs, Volume= 6,033 cf

The following plans/drawings for 41-45 Cedar Street were submitted:

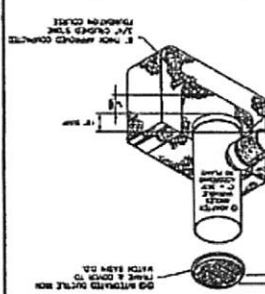




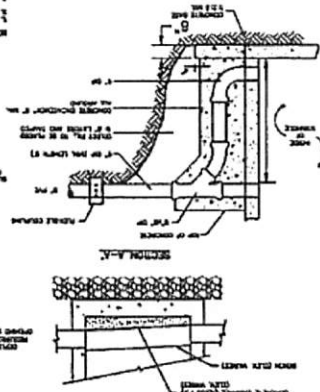


11-1 11-2 11-3 11-4 11-5 11-6 11-7 11-8 11-9 11-10 11-11 11-12 11-13 11-14 11-15 11-16 11-17 11-18 11-19 11-20 11-21 11-22 11-23 11-24 11-25 11-26 11-27 11-28 11-29 11-30 11-31 11-32 11-33 11-34 11-35 11-36 11-37 11-38 11-39 11-40 11-41 11-42 11-43 11-44 11-45 11-46 11-47 11-48 11-49 11-50 11-51 11-52 11-53 11-54 11-55 11-56 11-57 11-58 11-59 11-60 11-61 11-62 11-63 11-64 11-65 11-66 11-67 11-68 11-69 11-70 11-71 11-72 11-73 11-74 11-75 11-76 11-77 11-78 11-79 11-80 11-81 11-82 11-83 11-84 11-85 11-86 11-87 11-88 11-89 11-90 11-91 11-92 11-93 11-94 11-95 11-96 11-97 11-98 11-99 11-100	11-101 11-102 11-103 11-104 11-105 11-106 11-107 11-108 11-109 11-110 11-111 11-112 11-113 11-114 11-115 11-116 11-117 11-118 11-119 11-120 11-121 11-122 11-123 11-124 11-125 11-126 11-127 11-128 11-129 11-130 11-131 11-132 11-133 11-134 11-135 11-136 11-137 11-138 11-139 11-140 11-141 11-142 11-143 11-144 11-145 11-146 11-147 11-148 11-149 11-150 11-151 11-152 11-153 11-154 11-155 11-156 11-157 11-158 11-159 11-160 11-161 11-162 11-163 11-164 11-165 11-166 11-167 11-168 11-169 11-170 11-171 11-172 11-173 11-174 11-175 11-176 11-177 11-178 11-179 11-180 11-181 11-182 11-183 11-184 11-185 11-186 11-187 11-188 11-189 11-190 11-191 11-192 11-193 11-194 11-195 11-196 11-197 11-198 11-199 11-200	11-201 11-202 11-203 11-204 11-205 11-206 11-207 11-208 11-209 11-210 11-211 11-212 11-213 11-214 11-215 11-216 11-217 11-218 11-219 11-220 11-221 11-222 11-223 11-224 11-225 11-226 11-227 11-228 11-229 11-230 11-231 11-232 11-233 11-234 11-235 11-236 11-237 11-238 11-239 11-240 11-241 11-242 11-243 11-244 11-245 11-246 11-247 11-248 11-249 11-250 11-251 11-252 11-253 11-254 11-255 11-256 11-257 11-258 11-259 11-260 11-261 11-262 11-263 11-264 11-265 11-266 11-267 11-268 11-269 11-270 11-271 11-272 11-273 11-274 11-275 11-276 11-277 11-278 11-279 11-280 11-281 11-282 11-283 11-284 11-285 11-286 11-287 11-288 11-289 11-290 11-291 11-292 11-293 11-294 11-295 11-296 11-297 11-298 11-299 11-300	11-301 11-302 11-303 11-304 11-305 11-306 11-307 11-308 11-309 11-310 11-311 11-312 11-313 11-314 11-315 11-316 11-317 11-318 11-319 11-320 11-321 11-322 11-323 11-324 11-325 11-326 11-327 11-328 11-329 11-330 11-331 11-332 11-333 11-334 11-335 11-336 11-337 11-338 11-339 11-340 11-341 11-342 11-343 11-344 11-345 11-346 11-347 11-348 11-349 11-350 11-351 11-352 11-353 11-354 11-355 11-356 11-357 11-358 11-359 11-360 11-361 11-362 11-363 11-364 11-365 11-366 11-367 11-368 11-369 11-370 11-371 11-372 11-37
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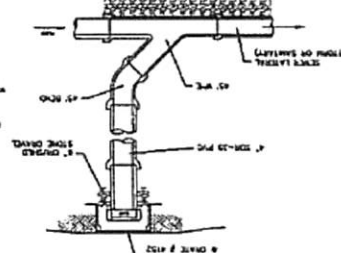
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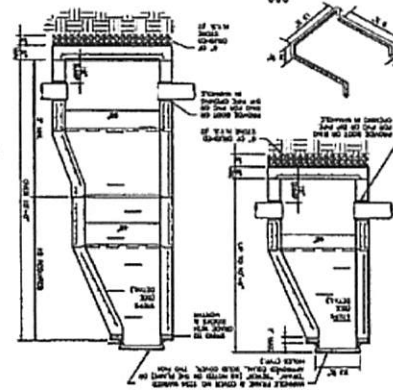
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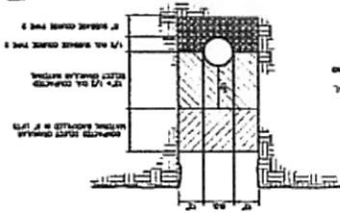
RE CLEANOUT DETAIL (GRAVITY)



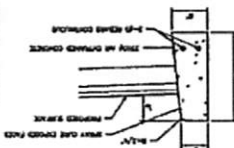
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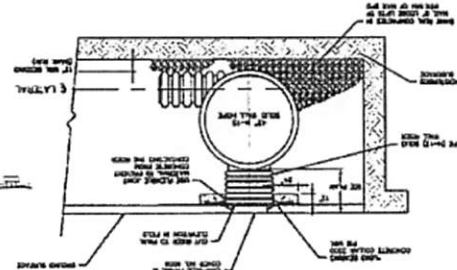
IBENCH BEDDING (ON-SITE)



~~CONCRETE CURB~~

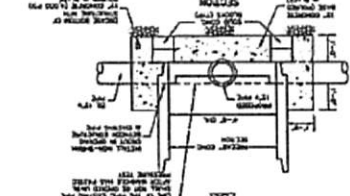


ACCESS MANHOLE STRUCTURE

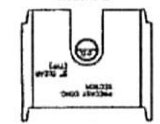


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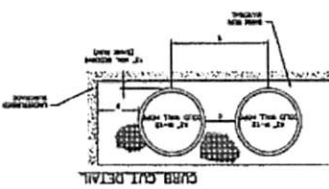
~~DOGHOUSE MANHOLE BASE~~



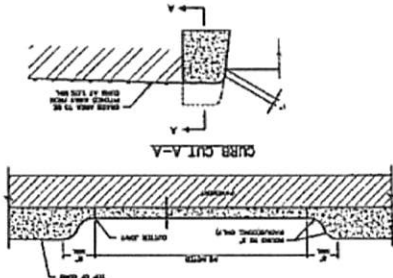
INVESTMENT OF
30 DOLLAR PER
MONTH



ATTENTION GALLERY SECTION



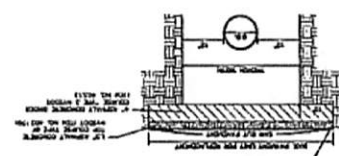
CURB CUT A-A



~~CONCRETE WALK/DRIVEWAY APRON~~



PAVEMENT RESTORATION



TO THE DIRECTOR, FBI, WASHINGTON, D.C. 20535

[illegible]

WELDED END PLATE DETAIL.

[illegible]

CALL A NEW EAST
SPRINGFIELD ILLINOIS
IN THE AREA OF
TOWN AND JOHNSON
THE NEW CITY HALL
NO. 11 S. SPRINGFIELD
EAST OF THE RIVER

STREET LIGHTS

24. NAME OF CHURCH OR TRUST UNDER MONASTIC ADMINISTRATION
CHURCH OF CHRISTIANITY AT KANAKURU, KANAKURU 1
CHURCH
CHURCH OF CHRISTIANITY AT KANAKURU, KANAKURU 1

ZONING DATA - SCHEME B		ZONING DISTRICT: DB	TAX DESIGNATION: SECTION 3.80-42, LOT 11
	REQUIRED	EXISTING	PROPOSED - SCHEME B
LOT AREA	NO MINIMUM LOT	9,673.9 SF	14,123 SF (0.326 ACRES)
NUMBER OF DWELLING UNITS	-	4 RETAIL / 3 RESIDENTIAL	1 RETAIL / 15 RESIDENTIAL
MINIMUM UNIT SIZE	600 SF PER UNIT	-	600 - 1,000 SF PER UNIT
MAXIMUM BUILDING COVERAGE	80%	+774%	77% (10,731 SF, INCLUDING BALCONIES)
MAXIMUM IMPERVIOUS COVERAGE	100%	+783%	94%
MINIMUM LOT WIDTH FRONTAGE	-	63 FT	103 FT
MAXIMUM BUILDING HEIGHT	3 STORIES / 40 FT	-	4 STORIES / 51.5 FT (TOP OF BUILDING) *NON-CONFORMING
FRONT YARD SETBACK	0 FT	0 FT	0 FT
REAR YARD SETBACK	0 FT	0 FT	15 FT TO PRINC. BLDG. / 9.0 FT TO BALCONY
SIDE ONE	0 FT	0 FT	14.8 FT TO PRINC. BLDG. / 10.6 FT TO BALCONY
SIDE TWO	0 FT	0 FT	0 FT
TOTAL OF TWO SIDES	0 FT	0 FT	14.8 FT TO PRINC. BLDG. / 10.6 FT TO BALCONY
DRIVEWAY SLOPE	14%	NSA	14%
PARKING	RESIDENTIAL: 1 SPACE PER DWELLING UNIT + 1/2 PER BEDROOM RETAIL: 1 FOR EACH 500 SF OF TOTAL FLOOR AREA	NONE	23 SPACES PROVIDED IN GARAGE + 3 SPACES PROVIDED ON STREET* = 26 SPACES TOTAL PROVIDED SCHEME B RESIDENTIAL: 1 PER DWELLING UNIT + 1/2 PER BEDROOM = 15 + 7.5 = 23 SPACES RETAIL: 1,400 SF RETAIL / 500 = 3 SPACES 26 SPACES TOTAL REQUIRED
PARKING SETBACK - REAR (UNENCLOSED ONLY)	10 FT	-	3 FT *NON-CONFORMING
PARKING SETBACK - SIDE 1 (UNENCLOSED ONLY)	10 FT	-	10 FT
PARKING SETBACK - SIDE 2 (UNENCLOSED ONLY)	10 FT	-	3.5 FT *NON-CONFORMING

FLOOR AREA CALCULATIONS - SCHEME B		
FLOOR		FLOOR AREA
FIRST FLOOR	RETAIL COMMON AREA (ENTRY LOBBY/HALL/ ELEVATOR STAIR STORAGE) PARKING AREA DRIVEWAY	1,400 SF 1,375 SF 7,861 SF 1,445 SF
SECOND FLOOR	RESIDENTIAL UNIT 1 - 1,965 SF UNIT 2 - 1,581 SF UNIT 3 - 905 SF UNIT 4 - 1,807 SF UNIT 5 - 1,963 SF UNIT 6 - 1,538 SF	10,263 SF
THIRD FLOOR	RESIDENTIAL UNIT 7 - 1,965 SF UNIT 8 - 1,581 SF UNIT 9 - 905 SF UNIT 10 - 1,807 SF UNIT 11 - 1,963 SF UNIT 12 - 1,538 SF	10,263 SF
FOURTH FLOOR / ROOF	RESIDENTIAL UNIT 13 - 1,905 SF UNIT 14 - 1,573 SF UNIT 15 - 1,561 SF PRIVATE ROOF DECK - 683 COMMON ROOF DECK - 2,132 ROOF - 1,417 SF	10,263 SF
TOTAL FIN. FLOOR AREA*		29,841 SF - NOT INCLUDING GARAGE OR ROOF
NOTES		
*TOTAL AREA PER FLOOR TAKEN FROM EXTERIOR WALLS		



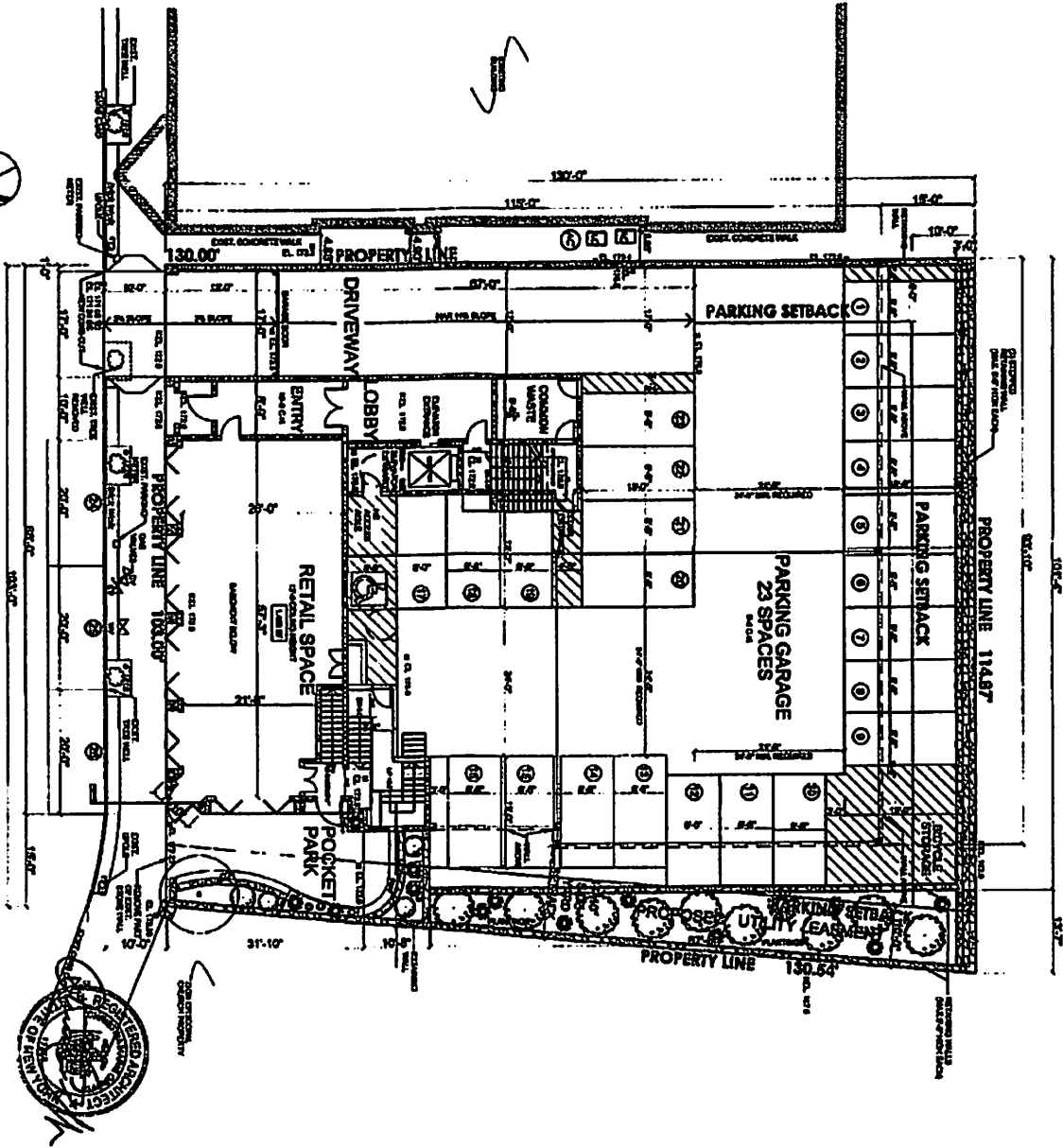
SCHEME B
CEDAR COMMONS
ZONING DATA / FLOOR AREA CALCULATIONS

SCALE: NTS

S-2

CHRISTINA GRIFFIN ARCHITECT PC

PARKING CALCULATIONS - SCHEME B	
REQUIRED	PROVIDED
RESIDENTIAL:	GARAGE:
1 PER DWELLING UNIT (15 UNITS TOTAL)	23 SPACES
+	
1 PER BEDROOM (30 BEDROOMS TOTAL)	ON-STREET PARKING:
= 15 + 7.5 (4 X 30) = 23 SPACES	3 SPACES *
RETAIL:	
1,400 SF RETAIL / 500 = 3 SPACES	
TOTAL REQUIRED:	TOTAL PROVIDED:
26 SPACES	26 SPACES
NOTES:	
* Section 300-44 (4) of the Village of Dublin Ferry Zoning Code: "At the discretion of the Planning Board, the minimum required parking spaces required by Table C-1 may be reduced by one space for every 25 feet of linear building frontage abutting a public right-of-way (not including alleyways)."	



SCHEME B
CEDAR COMMONS
GARAGE / FIRST FLOOR PLAN

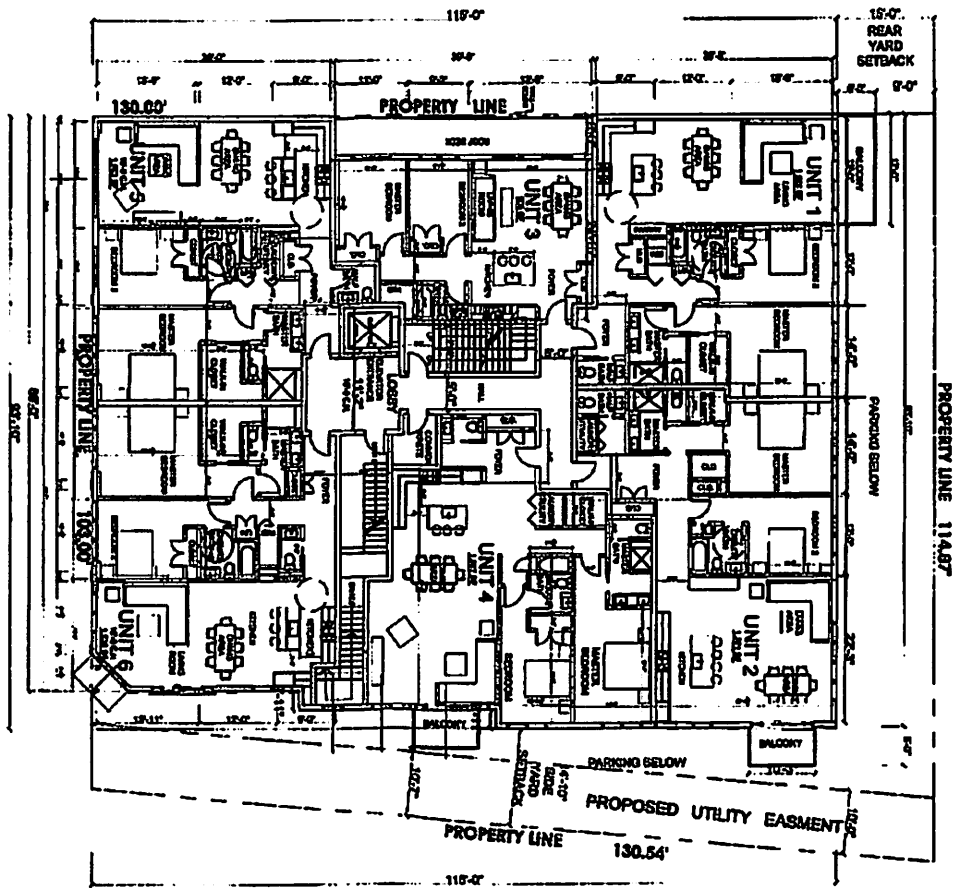
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CHRISTINA GRIFFIN ARCHITECT PC

A-14

SCHEME B
CEDAR COMMONS
SECOND FLOOR PLAN

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



CHRISTINA GRIFFIN ARCHITECT PC

A-15



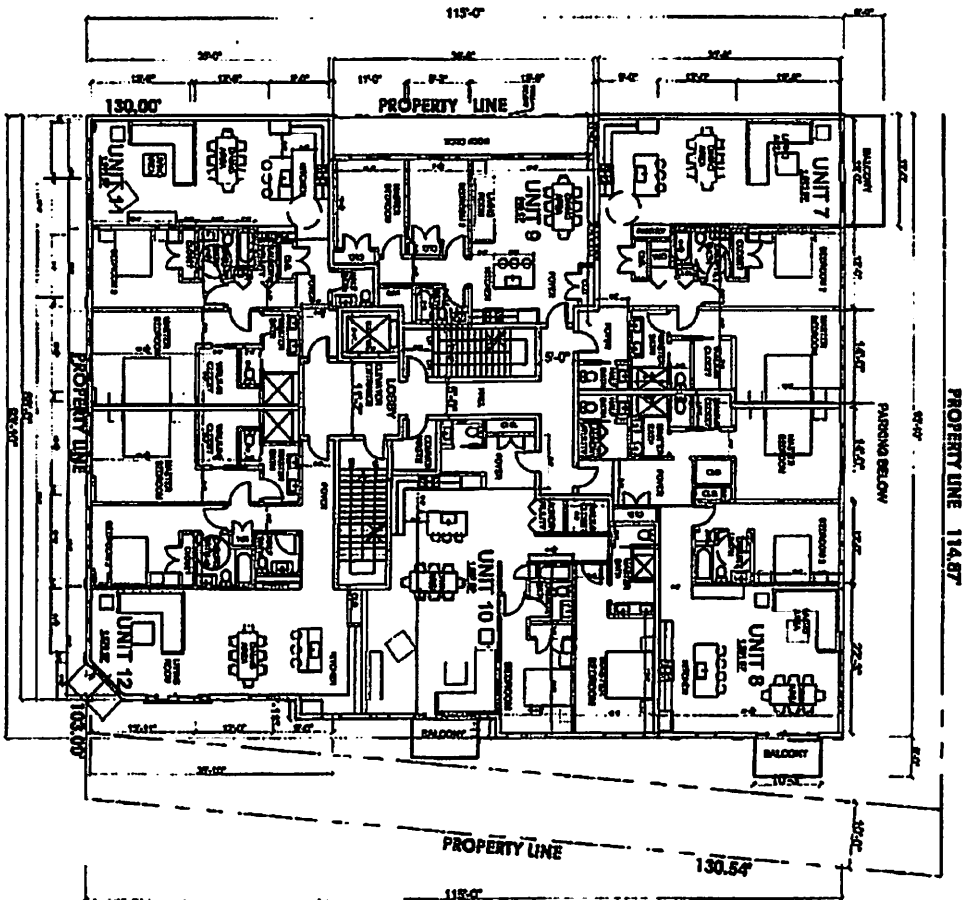
SCHEME B
CEDAR COMMONS
THIRD FLOOR
SCALE: 1" = 1'-0"

SCALE: 1" = 1'-0"

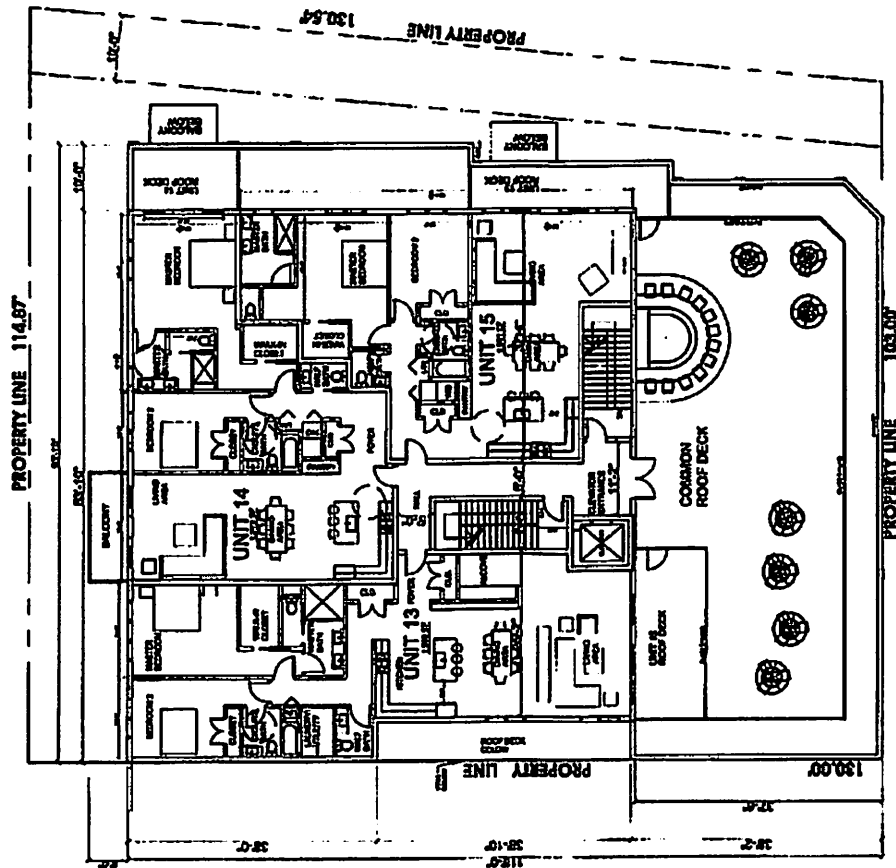


CHRISTINA GRIFFIN ARCHITECT PC

A-16



SCHEME B - ROOF AREA CALCULATIONS			TOTAL*
COMMON ROOF DECK	2,138 SF		10,501, SF
PRIVATE ROOF DECKS	685 SF		
FOURTH FLOOR	6,260 SF		
ROOF	1,417 SF		
NOTES			
* TOTAL ROOF AREA PER FLOOR TAKEN FROM EXTERIOR WALLS			



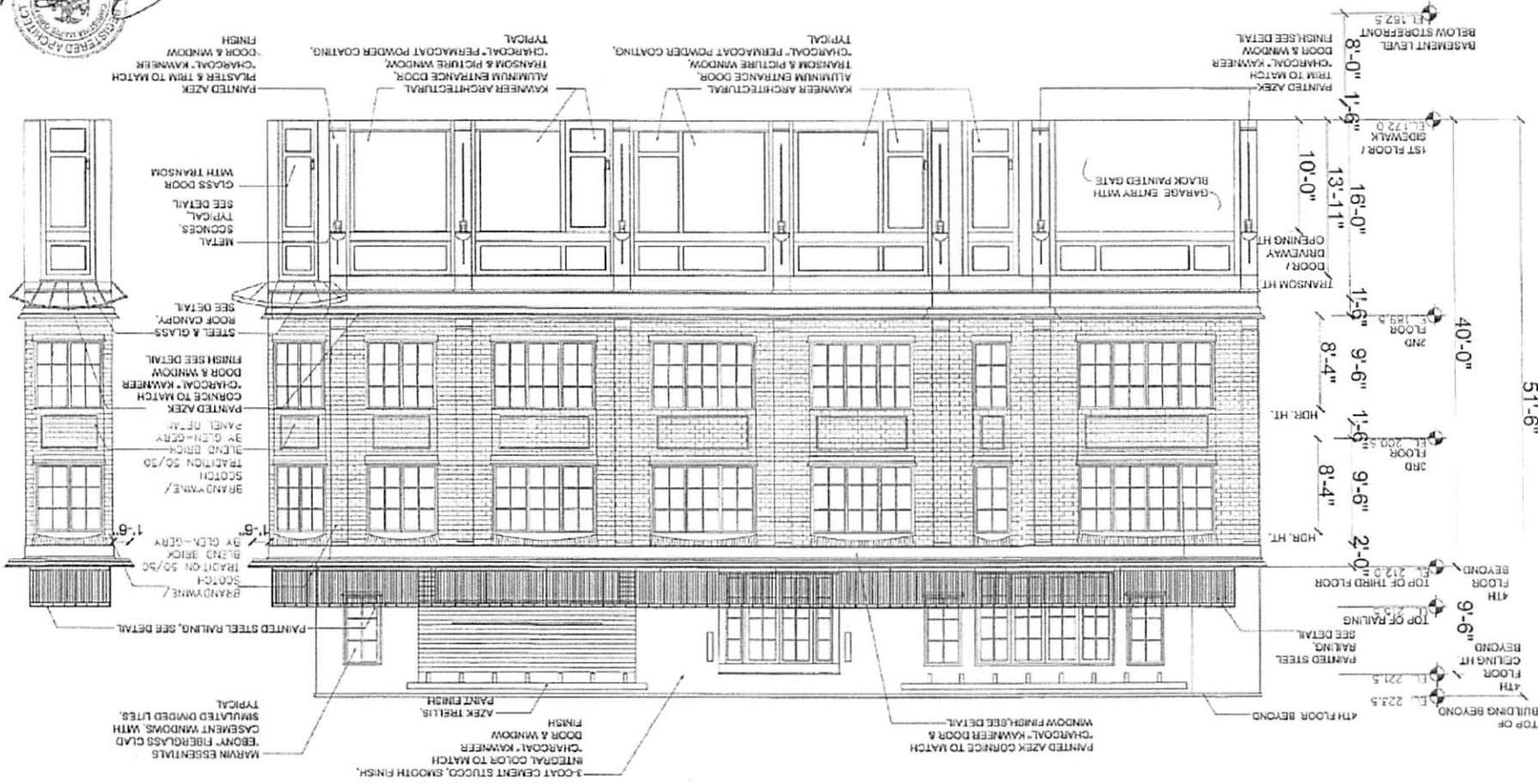
A-17

CHRISTINA GRIFFIN ARCHITECT P.C.



SCHEME B
CEDAR COMMONS
FOURTH FLOOR / ROOF DECK PLAN

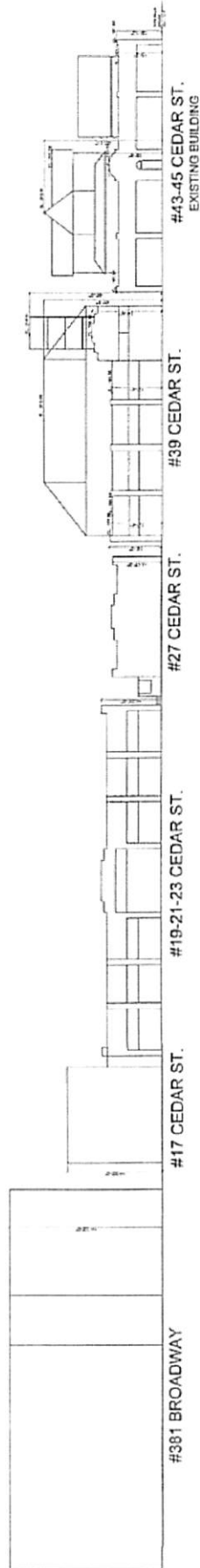
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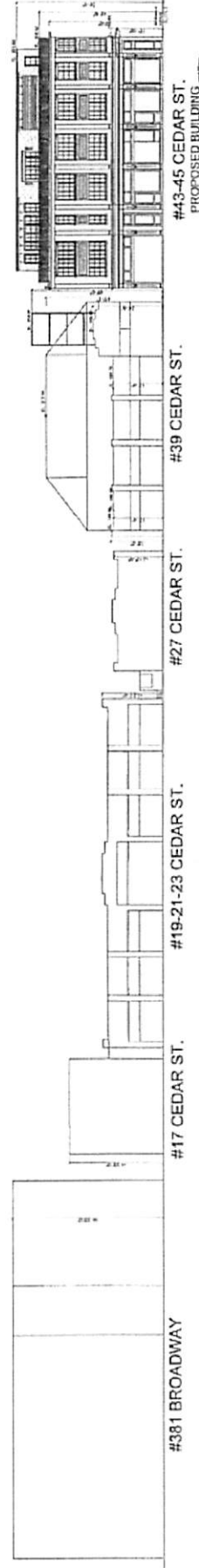


SCHEME ^aB
CEDAR COMMONS
SOUTH ELEVATION

SCALE: 1/4" = 1'-0"



CEDAR STREET - EXISTING



CEDAR STREET - PROPOSED

SCHEME B
CEDAR COMMONS
STREETSCAPE

SCALE: 1/16" = 1'-0"



V-5

CHRISTINA GRIFFIN ARCHITECT PC

Motion by Deputy Mayor Cassell, seconded by Trustee Patino to open the public hearing for review of the application of 41 Cedar Street.

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

The following people were present to represent the application of 41 Cedar Street: Ms. Linda Whitehead/Attorney; Mr. Cosmo Marfione/Principal of Cedar Commons LLC; Ms. Christina Griffin/Architect; Mr. Dave Smith/Planning Consultant; Mr. Carlito Holt/Traffic Engineer, and Ms. Suzanne Levine.

Ms. Whitehead introduced the members of their team who were present to represent the application. Ms. Whitehead gave a project overview and summarization presentation.

Ms. Griffin gave a presentation on the Virtual Reality Presentation for Design A and Design B, and on the architectural drawings for Design B.

Ms. Whitehead discussed the trees on the site and the SAVA Tree Report.

Ms. Griffin continued her presentation.

Mr. Holt gave a presentation on traffic and parking.

Mr. Smith gave an economic summary on the application, and a comparison of Design A and Design B.

Ms. Whitehead gave a summarization of the presentations and noted that all concerns have been addressed. Ms. Whitehead requested for the Board of Trustees to follow the recommendation of the Planning Board and the AHRB; and to make a negative declaration under SEQRA, and grant site plan approval.

Mayor Rossillo thanked Ms. Whitehead for her presentation.

A discussion was held and Mr. Manley, Ms. Dickson, Ms. Whitehead, Mr. Smith, Mr. Marfione and Ms. Griffin addressed questions from the Board.

Ms. Dickson asked the Mayor to enter into the record the written comments received.

Mayor Rossillo acknowledged receipt of the following correspondence:

1 of 1

Liz Dreaper

From: cmsmailer@civicplus.com on behalf of Larry and Peggie Blizard via Village of Dobbs Ferry NY <cmsmailer@civicplus.com>
Sent: Sunday, June 7, 2020 4:21 PM
To: Vincent Rossillo; Donna Cassell; Lawrence Taylor; Nicole Sullivan; Christy Knell; Maura Daroczy; Michael Patino; Liz Dreaper
Subject: Form submission from: Contact Us

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

Submitted on Sunday, June 7, 2020 - 4:21pm Submitted by user: Anonymous Submitted values are:

Subject: Board of Trustees

Message:

We are opposed to the plans for 41 Cedar Street as they now stand for the following reasons:

1. The downtown cannot tolerate more vehicles either parked or just moving through. The garage planned for the building provides only one space per apartment whereas most apartments generate 2 or more cars due to families or roommate situations.
2. Due to trends started during the pandemic, such as working from home, people who can afford Dobbs Ferry prices are looking for a house with a porch and yard. People are no longer interested in a residence in a "box" with no porch, overlooking a noisy street. The additional apartments added in the village to date do not seem to have alleviated the vacancy rate among storefronts, nor have they resulted promised in tax relief. Just the opposite. At the present time, there is a large number of vacant apartments all over the village. A real estate agent could confirm this.
3. Demolition is dangerous and wasteful, releasing toxins into an atmosphere already cited for unhealthy air.
4. Older buildings are an irreplaceable asset. People come to Dobbs Ferry looking for charm and a touch of the past. The buildings going up in the village lately have nothing special to recommend them. Just compare 66/68 Main to the renovation at 75 Main.

Repurposing, not demolition, is the way to go.

==Please provide the following information==

Your Name: Larry and Peggie Blizard

Your E-mail Address: [REDACTED]

Organization:

Phone Number:

==Address==

Street:

City:

State:

Zipcode:

1 of 2

Liz Dreaper

From: Michael Sabatino [mailto:msab@yahoo.com]
Sent: Monday, June 8, 2020 12:06 PM
To: Liz Dreaper
Cc: Vincent Rossillo; Donna Cassell; Maura Daroczy; Christy Knell; Michael Patino; Lawrence Taylor; Nicole Sullivan
Subject: 41 Cedar Street
Attachments: 41 Cedar street public hearing.docx

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

Hope you are all staying well. Please see my letter to be read as part of the record to the BOT regarding the Public hearing of 41 Cedar St and confirm receipt. Thanks

Michael Sabatino

This communication, along with any attachments is intended only for the addressee(s) named above and may contain information that is confidential, legally privileged or otherwise exempt from disclosure. If you are not the intended recipient, then you should immediately stop reading the communication, and are advised that any use or distribution of the communication is strictly prohibited. If you have received this communication in error, please immediately notify me by telephone at 914-672-0924 and destroy the original communication and its attachments.

To the Board of Trustees

Regarding 41 Cedar Street Project Public hearing

Dear Members of the BOT

Thank you for your service to the community. I am writing to you with regard to the project 41 Cedar Street . I would request my letter be part of the public hearing on Tuesday June 9th. I am the former Senior Warden at Zion Church. I have many concerns about this proposed project and the impact it will have on our Church and its grounds. I am requesting the BOT consider the following modification to the project.

- 1. Require the developer to hold a bond in case there is damage to Zion Church property and its structures during construction.**
- 2. Require the developer to move the setbacks on the property that adjoin the Zion property. The size of the complex should be slightly reduced. It should be reduced by at least 10 feet back from the existing proposed plan on the western side. If the plan goes ahead it will impact on our green space, possibly removing our green screening as well as block the views of our historic property which dates back to 1833 and possible damage our property and driveway . Please see letter that the Zion Vestry is sending regarding the consensus of our church and So Presbyterian Church on the importance of the need by the developer keeping that screening green space.**
- 3. I also request that an in-depth traffic study be done and to especially look at safety issues at the proposed egress from the driveway that is proposed.**

Thank you for your consideration

Michael Sabatino

Former Senior Warden Zion Church

Yonkers Director of Community and Government Affairs.

1 of 3

Liz Dreaper

From: Zion Episcopal Church <ziondobbs@gmail.com>
Sent: Monday, June 8, 2020 9:46 PM
To: Liz Dreaper
Cc: [redacted]
Subject: Fwd: Fw: BOT letter
Attachments: Zion 41 Cedar letter June 8 2020.pdf

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

Dear Ms. Dreaper

Hope this finds you well. Can you please make sure the Mayor and the BOT get a copy of this letter and that it is read at the Public Hearing tomorrow since we can not be there in person. Thanking you in advance

Sincerely

Mary Ford Sussman
Sr. Warden
Niall Cain
Jr Warden
Zion Episcopal Church
Dobbs Ferry, NY 10522
914 693 9320
www.ziondobbsferry.org



ZION EPISCOPAL CHURCH

55 Cedar Street
Dobbs Ferry, New York 10522
914-693-9320

June 08, 2020

Mayor Vincent Rossillo, Village of Dobbs Ferry Board of Trustees,

Re: 41 Cedar Street Development – Public Hearing

Dear Mayor and Board of Trustees,

With regard to the ongoing review process for the proposed development at 41 Cedar Street directly adjacent to the Zion Church grounds we wish to further inform you of the results of our ongoing discussions with South Presbyterian Church regarding the project and the land in question which is currently owned by South Presbyterian Church.

On June 5th at 4 pm we met with representatives of South Presbyterian Church to discuss our concerns with the proposed project as it relates to the buffer that has existed between Zion Church and the adjacent property for many years. The area in question is from the existing property line to the historically perceived property line as indicated by the existing chain link fence as shown on the attached portion of the survey.

It was pointed out that parishioners of Zion who have attended the church since that late 1950's recall this buffer being in place at that time and it is certain that this has been the case for a significantly longer period, likely prior to the existence of the South Presbyterian close in 1880. We discussed the importance of this buffer as it has been under the maintenance of Zion for decades if not longer and is reasonably **perceived** to have been part of Zion's property due to the significant growth and the location of the existing fence and visible framing of Zion's driveway by the green screen that exists there.

We reiterated our opinion that it is a reasonable position to request the developer provide a design solution which keeps this buffer intact, preserving the existing growth in that zone to the extent possible. It is also critical to us that the design scheme ensure that any trees particularly the large 36" maple tree on Zion property be preserved from any damage from the adjacent construction.

Representatives from South Presbyterian and Zion Church all agreed that this was a reasonable position and that the developer should be requested to provide a design solution which preserves the aforementioned areas. Representatives of Zion would be agreeable to meeting with the developer to outline the specific area and type of screening that is important to the Zion community. If necessary to preserve the existing screening, any new planting proposed along buffer area in question should be of a large fast growing variety that provides similar screening in height and density to what is currently in place. Critical to this desired solution is that a covenant be required by the developer to ensure that the buffer remain in place in perpetuity.

3 of 3

We look forward to working with you on the next steps toward a productive and satisfactory resolution for all parties.

Sincerely,

Reverend Mary Grambsch,
Mary Ford Sussman - Warden
Niall Cain - Junior Warden
Vestry of Zion Episcopal Church

cc: Reverend Andrew Paton and Session Leadership
South Presbyterian Church
343 Broadway
Dobbs Ferry NY

1 of 5

Liz Dreaper

From: Sonya Terjanian <sonya@sonyaterjanian.com>
Sent: Tuesday, June 9, 2020 11:29 AM
To: Liz Dreaper
Subject: comments for 41 Cedar public hearing

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

Dear Mayor Rossillo and Board of Trustees,

Regarding the proposed development at 41 Cedar: I've spoken previously about the importance of maintaining the historic scale and charm of the Cedar streetscape, and my belief that this can be achieved through adaptive re-use of the existing one-story building, with more intensive programming toward the back of the lot.

Today I want to share some photographic illustrations of what I'm talking about. Here is an aerial view of the proposed massing (before and after):

2 of 5



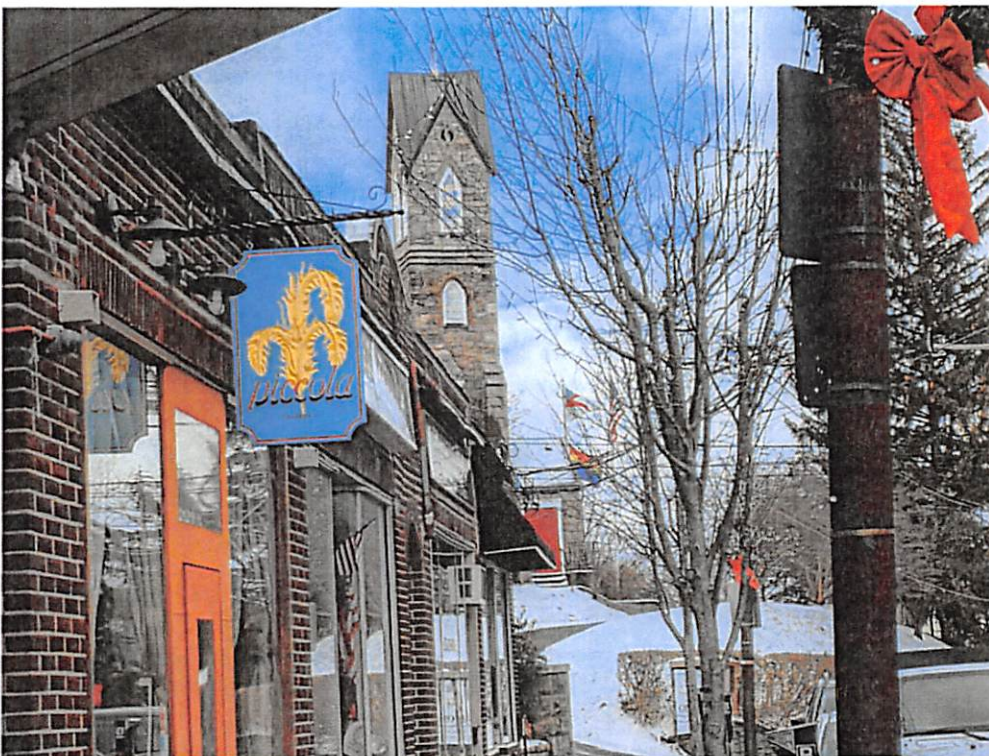
I believe that the proposed massing, cubical content, gross floor area, height and bulk of the building is excessively dissimilar to surrounding structures.

Here is a rough idea of what I'm suggesting:



I believe this solution would preserve these views of the church from the southern Cedar sidewalk:

4 of 5



50F5



I have yet to see any renderings of how the proposed development would impact these specific views. As a village trying to encourage walking, I think it's important to pay close attention to the impact the proposed building would have on the experience of people using our downtown sidewalks.

Thank you for your careful review of this proposal, and for your interest in hearing the opinions of Dobbs Ferry residents.

Best,
Sonya Terjanian
Chair, Dobbs Ferry Historic District Task Force
43 Belden Ave.

--

[Sonya Terjanian](#)

914-478-2961

1 of 1

Liz Dreaper

From: Jessica Malberg jessicam@myultraworld.com
Sent: Tuesday, June 9, 2020 2:06 PM
To: Liz Dreaper
Subject: Comment about 41 Cedar Street proposal - 6/9 Board of Trustees meeting

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

Hello Ms. Dreaper,

I am sending in my written comments regarding 41 Cedar Street, for tonight's Board of Trustees meeting.

I am a 10- year resident of Dobbs Ferry with a daughter at Springhurst.

I am writing to voice my opposition to a specific aspect of the proposed construction, the entrance/exit onto Cedar STT:

My main concern is the additional of a parking garage that exits onto Cedar St.

I sit in traffic multiple times per week on Cedar Street, and even a small increase in traffic will add to congestion and difficulty driving and parking.

I also have a problem with removing much-needed parking on Cedar Street.

Not only will it increase vehicle traffic, but now people walking on that sidewalk will have to worry about a car going across that sidewalk. One nice thing about Dobbs is our lovely walkable downtown - now introduce a garage entrance in the middle of the block?

That building already has tenants and businesses -who will be displaced- and it currently does not have an entrance/exit onto Cedar St. The proposed building should not have one, either.

And let's also consider the displaced tenants and business. There are already many empty storefronts in Dobbs, why are we adding to that?

Thank you,

Jessica Malberg
26 Bradley Street
Dobbs Ferry, NY 10522
[914-623-0399](tel:914-623-0399) (home)
[609-672-6638](tel:609-672-6638) (cell)

10F7

Liz Dreaper

From: Mary Ford Sussman <marymaple59@gmail.com>
Sent: Tuesday, June 9, 2020 11:57 AM
To: Liz Dreaper
Cc: Zion Episcopal Church
Subject: 41 Cedar Street Project - Historical Perspectives - Public Hearing Comments
Attachments: Zion Survey.PDF.eml; Zion Map 1881.pdf.eml; Presby deed 3.pdf.eml

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

Dear Ms. Dreaper,

Please forward the email below to all the Board of Trustee members prior to this evening's meeting as part of the public hearing for 41 Cedar Street Project.

Thank you,

Mary Ford Sussman

Dear Board of Trustees members,

We are attaching some historical documents we feel will shed light on the historical context of the shared border and property line issue at Zion Church's northeastern border which has been referred to in other letters to the Board of Trustees regarding this issue. I am attaching the following documents:

1. Zion Church Survey 1864
2. Map of Zion and South Presbyterian Church Properties 1881
3. Presbyterian Church Deed 1916

We would like to make the following comments:

1. Zion Episcopal Church was incorporated in 1833 on land deeded to the founders by Van Brugh Livingston. The Church was constructed in the 1830's. The survey map of Zion Church's property from 1864 shows the 20' strip of land to the east of Zion's northeast property line as a Right of Way. At that time, South Presbyterian Church had not yet moved to its current location on Broadway.
2. The Zion Church/South Presbyterian Map from 1881 shows the South Presbyterian Church has acquired the land on Broadway but it appears the strip of land along Zion's northeast border was still a Right-of-Way.
3. We know from historical research on Zion when applying for the National Register of Historic Places, that the Zion land was graded and the road laid in the 1870's. The ashlar stone wall was also constructed at that time. It is reasonable to assume that the greenery and trees that line the northeastern border of the current driveway were allowed grow up there to provide a frame for the road and church close as there was a right-of-way just to the east of the driveway.
4. The Deed from 1916 shows the sale of a parcel conveyed from Esther Wilde to South Presbyterian Church which would complete the South Presbyterian's property as we know it today. One the last page of the deed it attaches that 20' strip of land along with the larger parcel which borders Oak street.

20F7

This is significant because it suggests that Zion has been treating, not the full 20' strip, but the land from the Zion's property line at the northeast border to the chain link fence as a natural border to their property at least since the laying of their road in the 1870's.

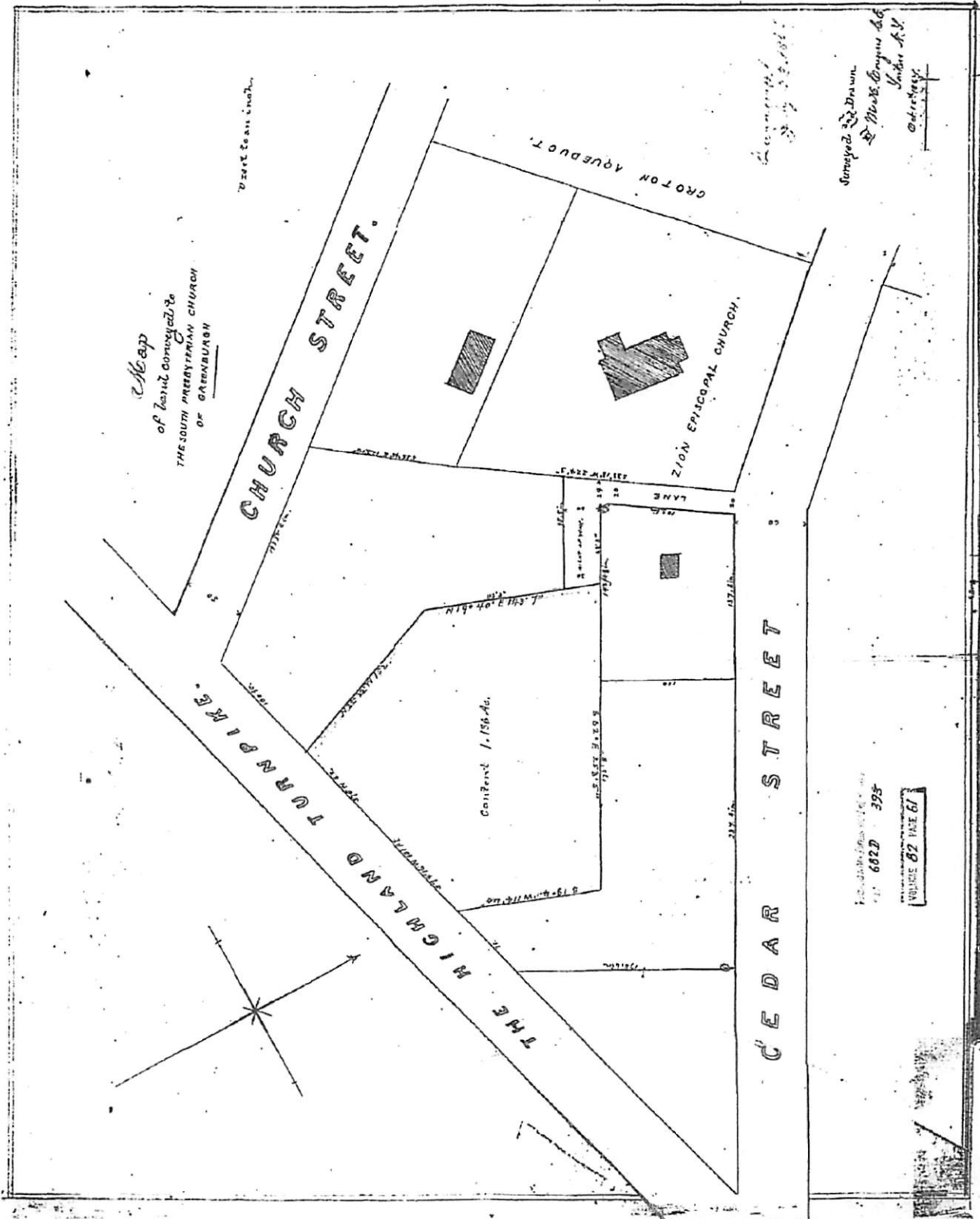
We would like to see that the green screening that Zion Church has been supporting, maintaining and counting as part of their church close, including the tall trees and earth to support them, is planned for and maintained as this project moves forward. This also includes providing enough earth to support any large trees on Zion's property that are close to the eastern border and may be destroyed by construction/excavation too close to their root system. We would also mention that the current property survey line bisects Zion's eastern pillar and would ask that Zion's pillar be preserved. We support the evaluation of a village arborist to determine how to proceed.

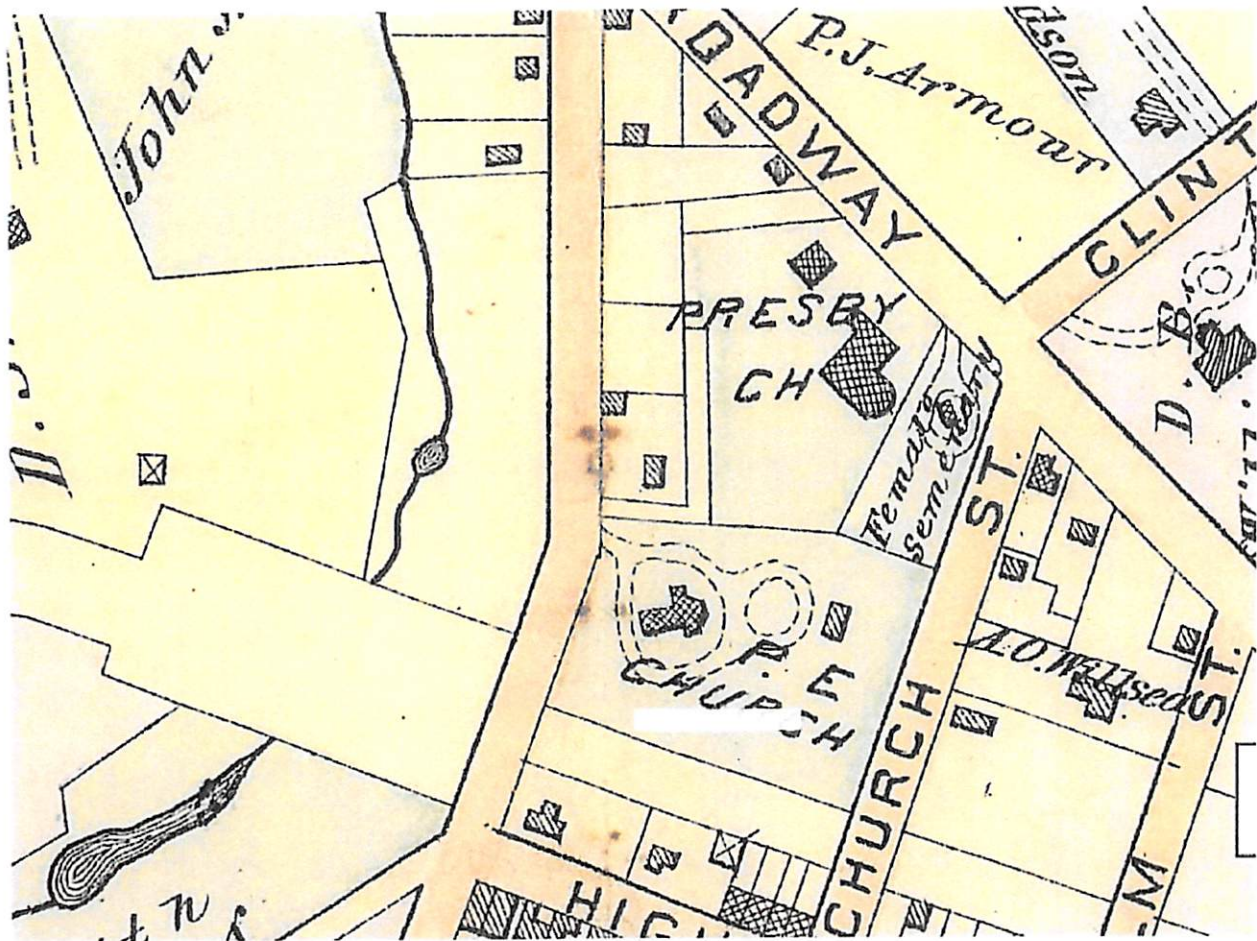
Thank you for your consideration.

Sincerely,

Mary Ford Sussman
Senior Warden, Zion Episcopal Church

and Zion Vestry Members





<https://www.davidrumsey.com/luna/servlet/workspace/handleMediaPlayer?lunaMediaId=RUMSEY-8-1-29910-1140206>

1/2

4 of 7

9/3/2019

Dobbs Ferry - David Rumsey Historical Map Collection

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to convey the same. . . SECOND. That the party of the second part shall quietly enjoy the said premises. . . THIRD. That the said premises are free from encumbrances. . . EXCEPT as aforesaid. . . FOURTH. That the parties of the first part will execute or procure any further necessary assurance of the title to said premises. . . FIFTH. That the said G. Albert Thompson, party of the first part will forever warrant the title to said premises. . . IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands and seals, the day and year first above written.

In presence of :
 B. M. Spaulding G. ALBERT THOMPSON . . . (L.S.)
 as to both parties ETIA D. THOMPSON . . . (L.S.)

One U. S. I. R. Stamp for One dollar attached and cancelled.

STATE OF NEW YORK, COUNTY OF WESTCHESTER, STATE OF NEW YORK. . . SS.: On this 8th day of August, in the year one thousand nine hundred and sixteen, before me, the subscriber personally appeared G. ALBERT THOMPSON and ETIA D. THOMPSON, to me personally known to be the same persons described in and who executed the within instrument and they severally acknowledged that they executed the same.

W. F. Norrell, Notary Public, Westchester Co., N.Y.

The foregoing instrument was endorsed for record as follows: The property affected by this instrument is situate in the City of WHITE PLAINS, in the County of Westchester, New York. A true copy of the original Deed and acknowledgment thereof recorded August 11, 1916, at 9:10 A.M.

Joseph Smith

Register.

ETHEL H. WILHE
 TO
 SOUTH PRESBYTERIAN CHURCH IN GREENBURGH THIS INSTRUMENT, made the 4th day of August, in the year one thousand nine hundred and sixteen. . . BETWEEN
 ETHEL H. WILHE, of the Village of Dobbs Ferry, in the Town of Greenburgh, County of Westchester and State of New York, party of the first part, and THE SOUTH PRESBYTERIAN CHURCH IN GREENBURGH, a religious corporation organized and existing under and by virtue of the laws of the State of New York, located in the said Village of Dobbs Ferry, in the Town, County and State aforesaid, party of the second part. . . WITNESSETH, that the said party of the first part, in consideration of the sum of ONE (\$1.00) DOLLAR, lawful money of the United States, AND OTHER GOOD AND VALUABLE CONSIDERATION, paid by the party of the second part, does hereby grant and release unto the said party of the second part, its successors and assigns forever, . . . ALL that certain lot, piece or parcel of land with the buildings and improvements thereon erected, situate, lying and being in the Village of Dobbs Ferry, in the Town of GREENBURGH, County of Westchester and State of New York, bounded and described as follows, that is to say: BEGINNING at the northeasterly corner of Oak (formerly Church) Street and Broadway, (formerly

called the Highland Turnpike); thence running north forty degrees thirty minutes (40° 30') west along the northeasterly line of said Oak (formerly Church) Street one hundred and ninety three (193) feet and six (6) inches to the parsonage land of Zion Episcopal Church; thence north thirty five degrees forty five minutes (35° 45') east along said parsonage land one hundred and twenty three (123) feet and ten (10) inches to the Church land whereon said Zion Episcopal Church now stands; thence north thirty three degrees thirteen minutes (33° 13') east along said Church land two hundred and twenty four (224) feet and three (3) inches to the southerly line of Cedar Street; thence south sixty two degrees (62°) east along said line of Cedar Street twenty (20) feet to land late of Wilfred Dunworth and now or formerly of Christian Hartman; thence south thirty three degrees thirteen minutes (33° 13') west along said land now or formerly of Christian Hartman one hundred and six (106) feet and one (1) inch; thence south fourteen degrees twenty three minutes (14° 23') east along same land five (5) feet and eight (8) inches; thence south sixty two degrees (62°) east along same land and parallel with said Cedar Street sixty three (63) feet and eight (8) inches to the northwesterly corner of land of The Trustees of the South Presbyterian Church in Greenburgh; thence south nineteen degrees forty minutes (19° 40') west along said Church land one hundred and forty three (143) feet and seven (7) inches to a stake; thence south twenty two degrees twenty two minutes (22° 22') east along said Church land one hundred and fifty two (152) feet to the northerly line of said Broadway; thence south seventy five degrees (75°) west along said line of Broadway one hundred (100) feet to the point or place of beginning. TOGETHER with the appurtenances and all the estate and rights of the said party of the first part in and to said premises. TO HAVE AND TO HOLD the above granted premises unto the said party of the second part, its successors and assigns forever. This deed being given and accepted in accordance with the provisions of an order of the Supreme Court made at a Special Term thereof on the 4th day of August, 1916, and on said day duly entered in the office of the Clerk of the County of Westchester at White Plains, New York. THE PURCHASER under this conveyance resides as follows: It is a religious corporation having its place for the transaction of business in the Village of Dobbs Ferry, Westchester County, New York. AND the said party of the first part does covenant with the said party of the second part as follows: FIRST. That the said party of the first part is seized of the said premises in fee simple and has good right to convey the same. SECOND. That the party of the second part shall quietly enjoy the said premises. THIRD. That the said premises are free from incumbrances. FOURTH. That the party of the first part will execute or procure any further necessary assurance of the title to said premises. FIFTH. That the said party of the first part will forever warrant the title to said premises. IN WITNESS WHEREOF, the said party of the first part has hereunto

Mayor Rossillo thanked Ms. Dreaper for putting together all the correspondence received.

The following people addressed the Board: Ms. Lisa Bai/63 Ogden Avenue; Ms. Mary Ford Sussman/19 Seneca Street and Senior Warden at Zion Episcopal Church; Mary Gramblish/Priest in Charge – Zion Episcopal Church; and Ms. Leslie Walter/40 Clinton Avenue and on the Vestry at Zion Episcopal Church.

Mr. Marfione and Ms. Whitehead addressed questions from the public.

Mayor Rossillo said he was going to put this over for two more weeks to the next session but it sounds like it may need more time. Mayor Rossillo asked Ms. Whitehead if they can get this done in two weeks. Mayor Rossillo said he would like to have an Arborist of the Village's choosing that the applicant would have to pay for.

Ms. Whitehead said if the Village feels they need to have an Arborist review the report from SAVA Tree that would be ok.

Mr. Marfione said he would like to keep the ball rolling and they will do their part and show the Board what kind of design they can come up with and then meet with Zion. Mr. Marfione said he would like to continue the public hearing at the June 23, 2020 Board meeting.

Mayor Rossillo said he is going to adjourn the public hearing to the Board of Trustees meeting on June 23, 2020 at 6:30 p.m.

Motion by Trustee Patino, seconded by Trustee Knell to adjourn the public hearing for review of the application of 41 Cedar Street to June 23, 2020 at 6:30 p.m.

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

Mayor Rossillo thanked everyone. Mayor Rossillo said the public hearing has been adjourned to June 23, 2020 and during that time the Village will contact an Arborist to review SAVA Tree's report and the applicant will take further actions outlined by Mr. Marfione and Ms. Whitehead.

Ms. Dickson said site visits will need to be coordinated and should be done so in smaller groups because of COVID-19 and we can be in touch with Zion and the developer so you can see things from both sides of the property line.

Board Consideration/Deliberation Upon Closing of Public Hearing

None.

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

The following people addressed the Board: Mr. Niall Cain/Dobbs Ferry resident.

Mayor Rossillo addressed Mr. Cain's concerns and there is more that we have to do and we will take a look at what more we can do.

Consider a motion to appoint Meghan Ortiz as Deputy Treasurer for an annual salary of \$78,193, effective on June 1, 2020

Mr. Chuhta said during the budget season we discussed aligning staff closer to their titles and this is a more appropriate title for the work that Ms. Ortiz does.

Motion by Trustee Knell, seconded by Trustee Sullivan to appoint Meghan Ortiz as Deputy Treasurer for an annual salary of \$78,193.00, effective on June 1, 2020.

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

Consider a motion to appoint Alissa Fasman as Secretary to the Village Administrator for an annual salary of \$70,000.00, effective on June 1, 2020

Ms. Indelicato said it is her pleasure to recommend this to the Board. Ms. Indelicato said Alissa has brought us to a new level of communication. Ms. Indelicato said her job will consist of communication and special projects. Ms. Indelicato said she thinks she will be an unbelievable addition to an already great team.

Trustee Daroczy said she does not believe that we would have been able to survive everything that has occurred in the last couple of months without her and she is very grateful to her contribution to this team and to the Village.

Mayor Rossillo said when he became Mayor he really wanted to improve communication in the Village. Mayor Rossillo said he does not know what he would do without Alissa and he is so grateful that he is here.

Mr. Chuhta said during budget time he and Charlene looked over the budget and see how we could afford to have the additional staff member.

Ms. Indelicato said it was a necessity and there was no question that we could afford it and now we can't afford to do without.

Motion by Deputy Mayor Cassell, seconded by Trustee Taylor to appoint Alissa Fasman as Secretary to the Village Administrator for an annual salary of \$70,000.00, effective on June 1, 2020.

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

Ms. Fasman said she its grateful, it's a great team.

Consider a motion to approve Audits #1, and #2 for June 2020 as recommended by the Village Treasurer

Mr. Chuhta said these are just the standard audits that we process.

Motion by Trustee Taylor, seconded by Trustee Patino to approve audits #1 and #2 for June 2020 as recommended by the Village Treasurer as follows:

JUNE AUDIT #1

Fund Distribution	Regular
A-General Fund	\$221,590.27
L- Library Fund	<u>\$ 2,448.52</u>
Grand Total	<u>\$224,038.79</u>

JUNE AUDIT #2

Fund Distribution	Regular
A-General Fund	\$ 48,575.07
CD- Special Grant Fund	\$ 6,208.50
H - Capital Fund	\$ 11,737.36
T- Trust & Agency Fund	<u>\$ 1,272.25</u>
Grand Total	<u>\$ 67,793.18</u>

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

Consider a motion to authorize the Mayor to sign an Inter-Municipal Agreement with Westchester County for Solid Waste and Recyclables Disposal for Refuse Disposal District #1, subject to review by the Attorney for the Village

Mr. Louis J. Vetrone/Deputy Commissioner Westchester County Department of Environmental Facilities sent following letter at attachments dated May 27, 2020 to Ms. Elizabeth Dreaper/Village Clerk:



George Latimer
County Executive

Department of Environmental Facilities

Vincent Kopicki, P.E.
Commissioner

May 27, 2020

Village Clerk Elizabeth Dreaper
Village of Dobbs Ferry
112 Main Street
Dobbs Ferry, NY 10522

Dear Village Clerk Dreaper:

The Westchester County Board of Legislators approved the Inter-Municipal Agreement ("IMA") for Solid Waste and Recyclables Disposal for Refuse Disposal District #1.

Under the new IMA, the tip-fee for solid waste is \$29.28 per ton through October 21, 2024, and will be subject to an Adjustment Factor equal to the Consumer Price Index for each year thereafter that the IMA remains in effect.

As soon as possible, please return:

- 1) three (3) signed copies of the IMA;
- 2) the completed Certificate of Authority;
- 3) duly executed acknowledgement;
- 4) a certified copy of your authorized resolution; and
- 5) proof of insurance in compliance with Schedule D of the IMA, included herein for your reference.

If you have any questions, please contact Mario Parise at 914-813-5453.

Sincerely,

Louis Vetrone /smc

Louis J. Vetrone
Deputy Commissioner

Enclosures:

Schedule D
Instruction Sheet
IMA Form



**INTERMUNICIPAL AGREEMENT (IMA)
for Solid Waste and Recyclables Disposal for
Refuse Disposal District #1**

Instructions for completing the IMA:

1. Complete page one (1), four (4), the Municipality's Acknowledgment, and the Certificate of Authority

Page 1: Fill-in date IMA is being signed, name of municipality, and address in spaces provided.

Page 4: Fill-in Municipality name as well as the printed name and title of the person executing the agreement under "Municipality".

2. Make three (3) copies of the IMA.

3. Fill-in and Execute all three copies with original signatures appearing on Page 4 for the person executing the agreement, the Municipality's Acknowledgment, and the Certificate of Authority.

4. Return the three (3) signed copies of the IMA, a certified copy of your authorized resolution, and proof of insurance in compliance with Schedule D of the IMA to:

**Mario Parise
Westchester County Dept. of Environmental Facilities
270 North Avenue (6th floor)
New Rochelle, NY 10801**

When all the above requirements are fulfilled, the County will execute its portion of the Agreement and return one original copy to the municipality.

Any questions? Contact Mario Parise at (914) 813-5453

THIS AMENDMENT made this 9th day of JUNE, 2020, by and between:

**THE COUNTY OF WESTCHESTER, ACTING BY AND THROUGH
REFUSE DISPOSAL DISTRICT NO. 1**, a district created pursuant to Article
5-A of the New York State County Law by Act No. 32-1982 of the Westchester
County Board of Legislators, having an office and place of business at 270
North Avenue, New Rochelle, New York 10801
(hereinafter referred to as either the "County" or the "District")

and

THE VILLAGE OF DOBBS FERRY, a municipal Corporation of the State of
New York, having an office and place of business 112 MAIN STREET
DOBBS FERRY, NEW YORK 10522
(hereinafter referred to as "Participant")

WITNESSETH:

WHEREAS, in 1967, the County of Westchester ("County") undertook to
investigate the problem of Solid Waste disposal in the County and to formulate environmentally
sound, and economically viable solutions; and

WHEREAS, in 1974, pursuant to Resolution No. 162-1974, and as a result of the
aforesaid investigation, the County Board of Legislators (hereinafter "County Board") adopted a
Plan for Solid Waste Disposal in the County pursuant to which the County undertook to assist
municipalities with the disposal of Municipally Collected Solid Waste, and placed an emphasis on
resource recovery; and

WHEREAS, the County entered into an agreement with the City of Peekskill dated
January 25, 1979, relating to the construction and operation of a Resource Recovery Facility in
Peekskill; and

WHEREAS, the County Board approved Act No. 32-1982 and created the District pursuant to Article 5-A of the New York State County Law and intermunicipal agreements were executed with the municipalities that comprise the District to guarantee the amount of Solid Waste necessary to operate the Resource Recovery Facility; and

WHEREAS, the Resource Recovery Facility commenced operation in 1984; and

WHEREAS, the County entered into intermunicipal agreements (“IMAs”) with the Participants to accept Recyclables and Participants agreed to deliver all Recyclables they collected to the County; and the County agreed to process the Recyclables at the Material Recovery Facility which commenced operation on or about September 2, 1992; and

WHEREAS, the Initial Term of the current IMAs for solid waste and recyclables between the County and the Participants will expire on October 21, 2019, and is subject to renewal for an additional five years at the County’s option; and

WHEREAS, the County and the Participant agree that the current IMA between the parties is mutually beneficial; and

WHEREAS, the parties seek to continue the efficient operation of the District's Solid Waste Management and Disposal System; and

WHEREAS, the County and the Participant seek to renew the IMA, which they agree is mutually beneficial; and

WHEREAS, Participant seeks assurance that the County will, during the term of this Agreement, accept all of Participant's Municipally Collected Solid Waste at a guaranteed price per ton, subject to annual adjustments based on the change in the consumer price index, and that the County will continue the current system of Recyclables collection and processing; and

WHEREAS, the parties seek to clarify the handling of deliveries of Municipally Collected Solid Waste containing Rejects; and

WHEREAS, the Parties acknowledge that the County may during the term of this Amendment institute a separate food waste recycling program and that this Amendment does not govern participation in any such program; and

WHEREAS, the County is mandated to control the discharge of leachate at its Material Recovery Facility and Transfer Stations and has determined that leaking collection vehicles are a significant source of leachate; and

WHEREAS, the parties have agreed to act in good faith and to take all necessary and appropriate actions, in cooperation with one another, to effect the purposes of this Agreement and enter into this Agreement pursuant to their respective lawful authorities.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements herein set forth, and of the undertakings of each party to the other, the parties do hereby promise and agree as follows:

- 1. All defined terms shall have the meanings ascribed to them in the IMA.**
- 2. The IMA is amended to extend the Term for the period from October 22, 2019 through October 21, 2024, unless terminated sooner.**
- 3. The IMA is amended to provide that to the extent any delivery of Recyclables contains in excess of ten percent (10%) by weight of Rejects, as determined in the sole discretion of the County, the Participant shall be charged the Solid Waste Tipping Fee for the entire delivery.**
- 4. The Parties acknowledge that the County may during the term of this Amendment institute a separate food waste recycling program and that, in order to participate therein, the Participant and County would need to enter into a separate agreement.**

5. The Participant further acknowledges and agrees that it shall take all necessary steps to ensure its vehicles are sealed and do not leak or otherwise discharge leachate or liquid from the vehicle other than on the tipping floor. The County shall notify Participant and the operator of any vehicle in violation of this provision.

6. Except as otherwise provided herein, all other terms and conditions of the IMA shall remain in full force and effect.

7. This Amendment shall not be enforceable until signed by both parties and approved by the Office of the County Attorney.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Amendment the day and year first above mentioned.

**THE COUNTY OF WESTCHESTER,
ACTING BY AND THROUGH REFUSE
DISPOSAL DISTRICT NO. 1**

By:

MUNICIPALITY: VILLAGE OF DOBBS FERRY

Name and Title: VINCENT ROSSILLO
VILLAGE MAYOR

Approved by the Board of Legislators of the County of Westchester at a meeting duly held on the 24th day of February, 2020.

Approved as to form and
manner of execution

Associate County Attorney
The County of Westchester
S/Vutera/DXF/115606/IMA Amendment for Solid Waste 1-14-2020

MUNICIPALITY'S ACKNOWLEDGEMENT

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

On this 9th day of JUNE 2020, before me personally came VINCENT ROSSILLO, to me known, and known to me to be the MAYOR of THE VILLAGE OF DOBBS FERRY, the municipal corporation described in and which executed the within instrument, who being by me duly sworn did depose and say that (he) she, the said MAYOR resides at 158 OGDEN AVENUE and that (he) she is the MAYOR of said municipal corporation.

Notary Public County WESTCHESTER

CERTIFICATE OF AUTHORITY
(Municipality)

I, ELIZABETH A. DREAPER, certify that I am the
(Officer other than officer signing contract)

VILLAGE CLERK of the VILLAGE OF DOBBS FERRY
(Title) (Name of Municipality)

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

NEW YORK STATE GENERAL MUNICIPAL LAW
(Law under which organized, e.g., the New York Village Law, Town Law, General Municipal Law)

named in the foregoing agreement that VINCENT ROSSILLO who signed said
(Person executing agreement)

agreement on behalf of the Municipality was, at the time of execution MAYOR of
(Title of such person),

the Municipality, that said agreement was duly signed for on behalf of said Municipality by

authority of its VILLAGE BOARD OF TRUSTEES thereunto duly authorized,
(Town Board, Village Board, City Council)

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

(Signature)
ELIZABETH A. DREAPER
VILLAGE CLERK

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

On this 9th day of JUNE, 2020, before me personally came ELIZABETH A. DREAPER
whose signature appears above, to me known, and know to be the
VILLAGE CLERK of THE VILLAGE OF DOBBS FERRY,
(Title)

the municipal corporation described in and which executed the above certificate, who being by me
duly sworn did depose and say that he, the said VILLAGE CLERK
resides at IRVINGTON, NEW YORK, and that he/she
is the VILLAGE CLERK of said municipal corporation.
(Title)

Notary Public County WESTCHESTER

SCHEDULE "D"

STANDARD INSURANCE PROVISIONS **(MUNICIPALITY)**

1. Prior to commencing work, the Municipality shall obtain at its own cost and expense the required insurance from insurance companies licensed in the State of New York, carrying a Best's financial rating of A or better, and shall provide evidence of such insurance to the County of Westchester, as may be required and approved by the Director of Risk Management of the County. The policies or certificates thereof shall provide that thirty days prior to cancellation or material change in the policy, notices of same shall be given to the Director of Risk Management of the County of Westchester by registered mail, return receipt requested, for all of the following stated insurance policies. All notices shall name the Municipality and identify the Agreement.

If at any time any of the policies required herein shall be or become unsatisfactory to the County, as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to the County, the Municipality shall upon notice to that effect from the County, promptly obtain a new policy, submit the same to the Department of Risk Management of the County of Westchester for approval and submit a certificate thereof. Upon failure of the Municipality to furnish, deliver and maintain such insurance, the Agreement, at the election of the County, may be declared suspended, discontinued or terminated. Failure of the Municipality to take out, maintain, or the taking out or maintenance of any required insurance, shall not relieve the Municipality from any liability under the Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the contractual obligations of the Municipality concerning indemnification. All property losses shall be made payable to and adjusted with the County.

In the event that claims, for which the County may be liable, in excess of the insured amounts provided herein are filed by reason of any operations under the Agreement, except for the amount, if any, of damage contributed to, caused by, or resulting from the negligence of the County, the amount of excess of such claims or any portion thereof, may be withheld from payment due or to become due the Municipality until such time as the Municipality shall furnish such additional security covering such claims in form satisfactory to the County of Westchester.

2. The Municipality shall provide proof of the following coverage (if additional coverage is required for a specific agreement, those requirements will be described in the "Special Conditions" of the contract specifications):

(a) Workers' Compensation. Certificate form C-105.2 (9/07) or State Fund Insurance Company form U-26.3 is required for proof of compliance with the New York State Workers' Compensation Law. State Workers' Compensation Board form DB-120.1 is required for proof of compliance with the New York State Disability Benefits Law. Location of operation shall be "All locations in Westchester County, New York."

Where an applicant claims to not be required to carry either a Workers' Compensation Policy or Disability Benefits Policy, or both, the employer must complete NYS form

CE-200, available to download at: www.web.state.ny.us (click on Employers/Businesses, then Business Permits/Licenses/Contracts to see instruction manual).

If the employer is self-insured for Worker's Compensation, he/she should present a certificate from the New York State Worker's Compensation Board evidencing that fact (Either SI-12, Certificate of Workers' Compensation Self-Insurance, or GSI-105.2, Certificate of Participation in Workers' Compensation Group Self-Insurance).

(b) Employer's Liability with minimum limit of \$100,000.00.

(c) Commercial General Liability Insurance with a minimum limit of liability per occurrence of \$1,000,000.00 for bodily injury and \$100,000.00 for property damage or a combined single limit of \$1,000,000.00 (c.s.l.), naming the County of Westchester as an additional insured. This insurance shall indicate the following coverages:

- (i) Premises - Operations.
- (ii) Broad Form Contractual.

(d) Automobile Liability Insurance with a minimum limit of liability per occurrence of \$1,000,000.00 per occurrence for bodily injury and a minimum limit of \$100,000.00 per occurrence for property damage or a combined single limit of \$1,000,000.00 unless otherwise indicated in the contract specifications. This insurance shall include for bodily injury and property damage the following coverages:

- (i) Owned automobiles.
- (ii) Hired automobiles.
- (iii) Non-owned automobiles.

3. All policies of the Municipality shall be endorsed to contain the following clauses:

(a) Insurers shall have no right to recovery or subrogation against the County of Westchester (including its employees and other agents and agencies), it being the intention of the parties that the insurance policies so effected shall protect both parties and be primary coverage for any and all losses covered by the above-described insurance.

(b) The clause "other insurance provisions" in a policy in which the County of Westchester is named as an insured, shall not apply to the County of Westchester.

(c) The insurance companies issuing the policy or policies shall have no recourse against the County of Westchester (including its agents and agencies as aforesaid) for payment of any premiums or for assessments under any form of policy.

(d) Any and all deductibles in the above described insurance policies shall be assumed by and be for the account of, and at the sole risk of, the Municipality.

Mr. Louis J. Vetrone/Deputy Commissioner Westchester County Department of Environmental Facilities sent following letter at attachments dated June 2, 2020 to Ms. Elizabeth Dreaper/Village Clerk:



George Latimer
County Executive

Department of Environmental Facilities
Vincent Kopicki, P.E.
Commissioner

June 2, 2020

Village Clerk Elizabeth Dreaper
Village of Dobbs Ferry
112 Main Street
Dobbs Ferry, NY 10522

Dear Village Clerk Dreaper:

The prior letter regarding the Inter-Municipal Agreement ("IMA") for Solid Waste and Recyclables Disposal for Refuse Disposal District #1 stated that the new IMA, the tip-fee for solid waste is \$29.28 per ton through October 21, 2024, and will be subject to an Adjustment Factor equal to the Consumer Price Index for each year that the IMA remains in effect.

For clarification purposes, \$29.28 per ton is the base rate of the IMA and that rate is subject to an Adjustment Factor equal to the Consumer Price Index each year, to wit: the current rate is \$29.28 per ton, which will be adjusted on October 21, 2021, October 21, 2022, October 21, 2023, and October 21, 2024.

If you have any questions, please contact Mario Parise at 914-813-5453. Thank you.

Sincerely,

Louis Vetrone / smg

Louis J. Vetrone
Deputy Commissioner



Ms. Indelicato said if you want your garbage picked up and dumped someplace we have to enter this IMA. Ms. Indelicato said it is a County contract which is not able to be changed and the price is what has been negotiated same for all the communities that partake in this contract and that is \$29.28/ton. Ms. Indelicato said it will be subject to an adjustment factor equal to the consumer price index each year, so it will go up every year subject to the consumer price index.

Motion by Trustee Sullivan, seconded by Trustee Knell to authorize the Mayor to sign an Inter-Municipal Agreement with Westchester County for Solid Waste and Recyclables Disposal for Refuse Disposal District #1, subject to review by the Attorney for the Village.

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

Consider a resolution to re-institute parking enforcement to increase available parking and support the re-opening of local businesses

Mayor Rossillo said we have a resolution that explains the past suspension of parking enforcement; and subsequent to that you have downtown restricted parking to 30 minutes temporarily on Cedar and Main Streets. Mayor Rossillo said as we go into June we should discuss whether we want to restore the parking laws as we have had in the past.

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

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

RESOLUTION 22-2020

**RESOLUTION OF THE VILLAGE OF DOBBS FERRY BOARD OF TRUSTEES LIFTING
SUSPENSION OF PARKING ENFORCEMENT**

WHEREAS, on April 28, 2020, the Village Board of Trustees temporarily suspended the enforcement of certain local parking regulations during the period when Village residents were working, educating and recreating mostly from home due to the statewide COVID-19 pandemic emergency; and

WHEREAS, the suspension of enforcement was to remain in effect until such time that the Board took further action to repeal or modify said suspensions.

NOW THEREFORE BE IT RESOLVED, THAT the Board of Trustees of the Village of Dobbs Ferry hereby lifts the temporary suspension of local parking enforcement now that the region is re-opening which increases the need for available parking for the use of local businesses, except for the parking lots at 99 Cedar Street and

Village Hall, with a return to parking enforcement at the other areas, with the Waterfront Parking lot remaining available for resident and commuter parking only.

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

Consider a motion to authorize the Chief of Police to enter into a renewed maintenance agreement with Goosetown Radio, at an annual monthly rate of \$1,309.00, effective July 1, 2020

Police Chief Manuel Guevara sent the following memorandum dated June 3, 2020 to Mayor Rossillo, the Board of Trustees, Ms. Charlene Indelicato/Village Administrator and Ms. Elizabeth Dreaper/Village Clerk:



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



To: Mayor Vincent Rossillo and Board of Trustees
 Charlene Indelicato, Village Administrator
 Liz Dreaper, Village Clerk

From: Manuel R. Guevara, Chief of Police

Subject: Authorization to Renew Expiring Goosetown Maintenance Contract

Date: June 3, 2020

On June 30th, 2020, the Dobbs Ferry Police Department's annual radio maintenance contract with Goosetown Communications, located at 58 North Harrison Avenue, Congers, NY 10920, will expire.

I am seeking authorization to enter into a renewed agreement with Goosetown Communications for a period of one (1) year, effective July 1st, 2020 and will expire on June 30th 2021. The monthly fee of this agreement is \$1309.00.

This service agreement maintains the same fees and conditions as the previous year's agreement with no changes.

I thank you for your assistance in this matter.

Ms. Indelicato said this is the same rate at last year, it is for the maintenance of the radio and it is a necessity.

Motion by Trustee Daroczy, seconded by Trustee Knell to authorize the Chief of Police to enter into a renewed maintenance agreement with Goosetown Radio, at an annual monthly rate of \$1,309.00, effective July 1, 2020, as follows:



58 NORTH HARRISON AVENUE - CONGERS, NY 10920
(845) 268-7500 • 1-888-466-7386
FAX (845) 268-6345

SERVICE AGREEMENT

Date: 05/28/2020

Company Name: Village of Dobbs Ferry
Billing Address: 112 Main St.
City, State, Zip: Dobbs Ferry, NY 10522
Customer Contact: Chief Manuel Guevara
Payment Cycle: Monthly

Contract Start Date: 7/1/2020

Tax Exempt: Yes ☐ NO ☐ If yes attach a copy of tax exempt certificate.

Quantity	Model	Description	Monthly	Extended
3	Quantar	UHF Quantar	\$100.00	\$300.00
2	Astro	AstroTac RXR	\$25.00	\$50.00
1	DIU	DIU	\$30.00	\$30.00
2	Avtec	2 Position AVTEC Console	\$100.00	\$200.00
1	GE	Low Band Base Fire	\$100.00	\$100.00
1	Micor	Low Band Base 2	\$50.00	\$50.00
8	CPI	Tone Remotes	\$5.00	\$40.00
1	MTR3000	VHF Repeater DPW	\$100.00	\$100.00
1	CM200	Base Station	\$15.00	\$15.00
12	XTL	XTL2500 Mobiles (Police)	\$12.00	\$144.00
8	CDM	Low Band Mobiles (Fire)	\$12.50	\$100.00
8	XTL	County Trunking Radio (Fire)	\$12.50	\$100.00
4	CPI	Tone Remotes	\$5.00	\$20.00
4	CM200	Base Station Orden/VAC/Village/Fire Closet	\$15.00	\$60.00
			Monthly Total:	\$1,309.00

24x7 coverage for all repeater and console related equipment.

Service Terms and Conditions

Goosetown Communications Inc (Goosetown) and the customer named in this Agreement ("Customer") hereby agree as follows:

Section 1 APPLICABILITY

These Service Terms and Conditions apply to service contracts whereby GOOSETOWN will provide to Customer either (1) maintenance, support and/or other services under a GOOSETOWN Service Agreement, or (2) installation services under a GOOSETOWN Installation Agreement



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Section 2 DEFINITIONS AND INTERPRETATION

2.1. "Agreement" means these Service Terms and Conditions; the cover page for the Service Agreement or the Installation Agreement, as applicable; and any other attachments, all of which are incorporated herein by this reference. In interpreting this Agreement and resolving any ambiguities, these Service Terms and Conditions will take precedence over any cover page, and the cover page will take precedence over any attachments, unless the cover page or attachment specifically states otherwise.

2.2. "Equipment" means the equipment that is specified in the attachments or is subsequently added to this Agreement.

2.3. "Services" means those installation, maintenance, support, training, and other services described in this Agreement.

Section 3 ACCEPTANCE

Customer accepts these Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. This Agreement will become binding only when accepted in writing by GOOSETOWN. The term of this Agreement will begin on the "Start Date" indicated in this Agreement.

Section 4 SCOPE OF SERVICES

4.1. GOOSETOWN will provide the Services described in this Agreement or in a more detailed statement of work or other document attached to this Agreement. At Customer's request, Goosetown may also provide additional services at GOOSETOWN's then-applicable rates for such services.

4.2. If GOOSETOWN is providing Services for Equipment, Motorola parts or parts of equal quality will be used; the Equipment will be serviced at levels set forth in the manufacturer's product manuals; and routine service procedures that are prescribed by GOOSETOWN will be followed.

4.3. If Customer purchases from GOOSETOWN additional equipment that becomes part of the same system as the initial Equipment, the additional equipment may be added to this Agreement and will be billed at the applicable rates after the warranty for such additional equipment expires.

4.4. All Equipment must be in good working order on the Start Date or when additional equipment is added to the agreement. Upon reasonable request by GOOSETOWN, Customer will provide a complete serial and model number list of the equipment. Customer must promptly notify GOOSETOWN in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay Service fees for such Equipment will terminate at the end of the month in which GOOSETOWN receives such written notice.

4.5. Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

4.6. If Equipment cannot, in GOOSETOWN's reasonable opinion, be properly or economically serviced for any reason, GOOSETOWN may modify the scope of Services related to such Equipment; remove such Equipment from the Agreement; or increase the price to Service such Equipment.



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4.7. Customer must promptly notify GOOSETOWN of any Equipment failure. GOOSETOWN will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this Agreement.

Section 5 EXCLUDED SERVICES

5.1. Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

5.2. Unless specifically included in this Agreement, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes.; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multi-coupler. GOOSETOWN has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for equipment malfunction caused by such transmission medium.

Section 6 TIME AND PLACE OF SERVICE

Service will be provided at the location specified in this Agreement. When GOOSETOWN performs service at Customer's location, Customer will provide GOOSETOWN, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from GOOSETOWN or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that GOOSETOWN may perform its Services. Unless otherwise stated in this Agreement, the hours of Service will be 8:00 a.m. to 5:00 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Agreement, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by GOOSETOWN in rendering the Services, Customer agrees to reimburse GOOSETOWN for such charges and expenses.

Section 7 CUSTOMER CONTACT

Customer will provide GOOSETOWN with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with GOOSETOWN.

Section 8 PAYMENT

Unless alternative payment terms are specifically stated in this Agreement, GOOSETOWN will invoice Customer in advance for each payment period. All other charges will be billed monthly, and Customer must pay each invoice in U.S. dollars within twenty (20) days of the invoice date. Customer will reimburse GOOSETOWN for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of GOOSETOWN) by any governmental entity.



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Section 9 WARRANTY

GOOSETOWN warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. In the event of a breach of this warranty, Customer's sole remedy is to require GOOSETOWN to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. GOOSETOWN DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Section 10 DEFAULT/TERMINATION

10.1. If either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default. The non-performing party will have thirty (30) days thereafter to provide a written plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement the cure plan, then the injured party, in addition to any other rights available to it under law, may immediately terminate this Agreement effective upon giving a written notice of termination to the defaulting party.

10.2. Any termination of this Agreement will not relieve either party of obligations previously incurred pursuant to this Agreement, including payments which may be due and owing at the time of termination. All sums owed by Customer to GOOSETOWN will become due and payable immediately upon termination of this Agreement. Upon the effective date of termination, GOOSETOWN will have no further obligation to provide Services.

Section 11 LIMITATION OF LIABILITY

Goosetown warrants that all services performed on the rented equipment shall be of the kind and quality necessary to assure performance of such equipment in accordance with the published specifications. It is specifically agreed that Goosetown shall not be liable to Customer for:

a) Any damages incurred by Customer as a result of any interruption in the operation of its communication system or of any failure of said system or any part thereof. In no event shall Customer or any employee of Customer, make any claim against Goosetown Communications, Inc. for indirect or consequential damages. It is further agreed that Goosetown has no responsibilities with respect to the installation, service maintenance of motor generators, batteries, or other devices required or used for furnishing power to the communications equipment, nor with respect to effects upon transmission or reception produced by or emanating from such power supplies, nor for wiring, fusing or termination of any 110 volt AC or DC circuits unless otherwise agreed in writing by Goosetown. Further Goosetown shall not be responsible for modifying or making additions to the communication system of Renter possible as a result of progress in the technical art unless requested and paid for by Customer as provided. GOOSETOWN's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Service provided under this Agreement. **ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT GOOSETOWN WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY TECHNICAL PURSUANT TO THIS AGREEMENT.**



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Section 12 EXCLUSIVE TERMS AND CONDITIONS

12.1. This Agreement supersedes all prior and concurrent agreements and understandings between the parties, whether written or oral, related to the Services, and there are no agreements or representations concerning the subject matter of this Agreement except for those expressed herein. The Agreement may not be amended or modified except by a written agreement signed by authorized representatives of both parties.

12.2. Customer agrees to reference this Agreement on any purchase order issued in furtherance of this Agreement, however, an omission of the reference to this Agreement shall not affect its applicability. In no event will either party be bound by any terms contained in a Customer purchase order, acknowledgement, or other writings unless: the purchase order, acknowledgement, or other writing specifically refers to this Agreement; clearly indicate the intention of both parties to override and modify this Agreement; and the purchase order, acknowledgement, or other writing is signed by authorized representatives of both parties.

Section 13 PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS

13.1. Any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer under this Agreement will remain GOOSETOWN's property, will be deemed proprietary, will be kept confidential, and will be promptly returned at GOOSETOWN's request. Customer may not disclose, without GOOSETOWN's written permission or as required by law, any confidential information or data to any person, or use confidential information or data itself for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section will survive the expiration or termination of this Agreement.

13.2. Unless otherwise agreed in writing, no commercial, financial or technical information disclosed in any manner or at any time by Customer to GOOSETOWN will be deemed secret or confidential. GOOSETOWN will have no obligation to provide Customer with access to its confidential and proprietary information, including cost and pricing data.

13.3. This Agreement does not grant directly or by implication, estoppel, or otherwise, any ownership right or license under any Motorola or GOOSETOWN patent, copyright, trade secret, or other intellectual property including any intellectual property created as a result of or related to the Equipment sold or Services performed under this Agreement.

Section 14 FCC LICENSES AND OTHER AUTHORIZATIONS

Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations required by governmental agencies. Neither GOOSETOWN nor any of its employees is an agent or representative of Customer in any governmental matters.



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Section 15 COVENANT NOT TO EMPLOY

During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of GOOSETOWN or its subcontractors without the prior written authorization of GOOSETOWN. This provision applies only to those employees of GOOSETOWN or its subcontractors who are responsible for rendering services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.

Section 16 MATERIALS, TOOLS AND EQUIPMENT

All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by GOOSETOWN for the purpose of this Agreement will be and remain the sole property of GOOSETOWN. Customer will safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to such property, and return it to GOOSETOWN upon request.

This property will be held by Customer for GOOSETOWN's use without charge and may be removed from Customer's premises by GOOSETOWN at any time without restriction.

Section 17 GENERAL TERMS

17.1. If any court renders any portion of this Agreement unenforceable, the remaining terms will continue in full force and effect.

17.2. This Agreement and the rights and duties of the parties will be interpreted in accordance with the laws of the State in which the Services are performed

17.3. Failure to exercise any right will not operate as a waiver of that right, power, or privilege.

17.4. Neither party is liable for delays or lack of performance resulting from any causes that are beyond that party's reasonable control, such as strikes, material shortages, or acts of God.

17.5. GOOSETOWN may subcontract any of the work, but subcontracting will not relieve GOOSETOWN of its duties under this Agreement.

17.6. Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, GOOSETOWN may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event GOOSETOWN separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), GOOSETOWN may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and GOOSETOWN and its affiliates, to the extent applicable) following the Separation Event

17.7. THIS AGREEMENT WILL RENEW, FOR AN ADDITIONAL ONE (1) YEAR TERM, ON EVERY ANNIVERSARY OF THE START DATE UNLESS EITHER THE COVER PAGE SPECIFICALLY STATES A TERMINATION DATE OR ONE



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PARTY NOTIFIES THE OTHER IN WRITING OF ITS INTENTION TO DISCONTINUE THE AGREEMENT NOT LESS THAN THIRTY (30) DAYS OF THAT ANNIVERSARY DATE. At the anniversary date, GOOSETOWN may adjust the price of the Services to reflect its current rates.

17.8. If GOOSETOWN provides Services after the termination or expiration of this Agreement, the terms and conditions in effect at the time of the termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at GOOSETOWN's then effective hourly rates.

17.9. All work is non-union, non-prevailing wage.

AUTHORIZED CUSTOMER SIGNATURE _____ TITLE _____ DATE _____

CUSTOMER (PRINT NAME) _____ PHONE _____

GOOSETOWN REPRESENTATIVE (SIGNATURE) _____ TITLE _____ DATE _____

GOOSETOWN REPRESENTATIVE (PRINT NAME) _____ PHONE _____

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

Consider a resolution to enter into a Memorandum of Understanding with Westchester Greenhouses and Farm to operate a weekly Farmer's Market at 99 Cedar Street with a start date of Friday, June 12, 2020

The proposed 2020 Farmer's Market Memorandum of Agreement is as follows:



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

**MEMORANDUM OF AGREEMENT
2020 FARMERS MARKET**

PARTIES:

Village of Dobbs Ferry, 112 Main Street, Dobbs Ferry, NY 10522 ("Village")

Westchester Greenhouses & Farm, 332 W Hartsdale Ave, Hartsdale, NY 10530; Farm Manager, Nancy Chioecchi ("Facilitator")

PURPOSE AND MISSION:

The Facilitator proposes operate a weekly Farmers Market Program for the 2020 season for the benefit of the residents of Dobbs Ferry and the visiting public ("Market" or "Program") with one or more farmers, food makers and other food product purveyors ("Vendor" or "Vendors").

Mission of the Market:

- To cultivate the vitality of our Village and region and nurture a healthy community by promoting wholesome, regionally and locally grown, sourced and produced food and food products
- To support local and regional agriculture and locally-owned and operated businesses
- To encourage the use of the Village's outdoor spaces, create a community focal point and foster a culture of community pride
- To encourage interaction with fellow residents and community togetherness while supporting economic development by bringing visitors and activity to the Village in a collegial, comfortable and casual environment
- To provide opportunity for and emphasize diversity and individuality in Vendor offerings

RULES AND PROCEDURES:

COVID-19 NOTICE: Historically the Market was an opportunity for social interaction. However, this year the Market will be operated to minimize danger presented by the COVID-19 pandemic. No special event programming is anticipated and no on-site opportunities/facilities for gathering will be available. The overarching goal of the 2020 Market is to provide a safe opportunity and location for quick and purposeful grocery shopping. The Market shall be operated in accordance with all laws, orders, rules and guidance procedures established to help prevent the spread of COVID-19 including but not limited to mandatory social distancing and the use of face coverings. All participants at the Market will be expected to comply with additional safety measures and the Village reserves all of its rights of enforcement. **FOR FURTHER DETAILS** See Item 7, Compliance.

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GENERAL Rules of Conduct for the Market:

The following are prohibited at the Market: smoking or other tobacco products and nicotine delivery systems, such as e-cigarettes and vaping tools, littering, ~~dogs or domestic pets other than service animals~~, fundraising and the use of bicycles, skateboards, roller blades, wheeled shoes or other recreational wheeled transport.

VENDOR Rules and Information:

Facilitator shall distribute Rules and Procedures to Vendors (attached as Exhibit "A") and ensure compliance, including safety measures related to COVID-19. Facilitator shall arrange for payment of any market fees directly from Vendors.

PERIOD OF RELEVANCE:

For the seasonal period June 12, 2020 through November 6, 2020; every Friday from 9:00 a.m. to 4:00 p.m. (inclusive of set up and break down); the Market shall open to the public no later than 10:00 a.m. on each market day.

LOCATION:

99 Cedar Street Village Parking Lot ("Market Space")

TERMS AND PARTY OBLIGATIONS:

1. **Fees & Expenses.** Facilitator shall pay to Village a license fee of \$100/week for each week the market is operated. Village shall not be liable for reimbursement of expenses of Facilitator, Farm Manager or Vendors in connection with the Program. Market Manager may arrange for and collect market-related fees directly from Vendors.
2. **Cooperative Efforts.** The parties acknowledge the importance of the Market to the community. To that end Facilitator shall be responsive to Village requests for status reports. Facilitator shall provide Village with accurate contact information for Vendors and be responsive to and cooperative with Village representatives in connection with this Program, including attention to any Vendor-related issues.
3. **Access to Space and Vendor Stalls.** Village shall grant a revocable license for access to the Market Space for the Program and notify the public of any necessary revisions to parking regulations. Facilitator shall not transfer or extend the license rights to any person or entity, other than Vendors, without express written consent of Village. Facilitator shall assign Vendor stalls and be responsible for providing, placing and removing signs, barriers, cones or ropes to delineate the Market Space and Vendor stalls within the Market Space as needed, the placement of which shall not deny access for reasonable use of public rights of way. Facilitator shall provide a Market layout diagram in advance to the Village for review and approval.
4. **Safety.** Facilitator shall undertake every reasonable effort to ensure the protection of the public within or in the vicinity of the Market Space, including but not limited to

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encouraging use of crosswalks and sidewalks. *See also*. COVID-19 Notice and Item 7 "Compliance".

5. **Insurance.** Facilitator shall procure and maintain and shall cause any Vendor (if different than Facilitator) to procure and maintain, Comprehensive General Liability coverage with policy limits of not less than \$1,000,000 each occurrence and \$2,000,000 general aggregate. The license provided by this Agreement shall not be deemed granted or otherwise effective until Facilitator provides to Village certificates of insurance evidencing compliance with this paragraph. The certificates will show the Village as an additional insured, which must be primary and non-contributory with respect to the additional insured.
6. **Liability Disclaimer and Indemnification.** Village shall not be liable for any injury to property or persons associated with the license granted or the services of the Program set forth herein, including Vendors. Except for Village's gross negligence or willful misconduct, Facilitator shall indemnify, protect, defend and hold harmless the licensed premises, Village and its agents, to the greatest extent as permitted by law, from and against any and all claims, losses, and/or damages, liens, judgments, penalties, attorneys' and consultants' fees, expenses and/or liabilities arising out of, involving, or in connection with the Program, and the use and/or occupancy of the Market Space by Facilitator, or its Vendors, invitees, attendees, contractors and volunteers. If any action or proceeding is brought against Village by reason of any of the foregoing matters, Facilitator shall upon notice defend the same at Facilitator's expense by counsel reasonably satisfactory to Village and Village shall cooperate with Facilitator in such defense. Village need not have first paid any such claim in order to be defended or indemnified.
7. **Compliance.** In connection with this Agreement, Facilitator shall:
 - a. Abide by and require Vendors and any contractors, staff, sub-contractors and volunteers to abide by any and all Federal, State and local workplace laws, regulations and ordinances.
 - b. Ensure strict compliance of the Program with all applicable orders, mandates and guidance issued in connection with the COVID-19 pandemic and the declaration of a Statewide Disaster Emergency set forth in Executive Order Number 202 dated March 7, 2020 issued by Governor Andrew Cuomo and any amendments and extensions thereto. The Facilitator shall organize and operate the Market at all times to best ensure the safety of the visiting public and Vendors by use of all available methods, such as defining a process for shopping by vulnerable individuals, offering curb-side pick-up, adjustment of food displays to encourage no touch shopping, increasing distances between Vendors, limiting the number of shoppers at any given time and limiting the direction of circulation within the Market Space, establishing a separate entrance and exit and providing clear instructions. Signage must be displayed to promote good hygiene and social distancing by Vendors and patrons of the Market. Specific mandates include but are not

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limited to those contained in Executive Order 202.16 issued April 15, 2020 (e.g. requiring employers to provide face coverings to workers and requiring use of face coverings by workers while in the workplace) and Guidance for Retail Grocery Stores issued April 10, 2020 by Agriculture and Markets Commissioner Richard A. Ball. Vendors must be required to use only equipment and booth components which have been sanitized prior to set up and to routinely clean high-risk locations, such as point of sale areas.

- c. Require all necessary education, licensure and certifications for all Vendors, contractors, staff, sub-contractors and volunteers.

NATURE OF TRANSACTION:

The parties acknowledge that, due to the nature of the Market Space as a public facility held by the Village for the benefit of the public, the license granted herein is non-exclusive and revocable. The license granted herein is not a transfer of property rights or conveyance of any portion of the public street, sidewalk, parking facility or right of way.

APPLICABLE LAW:

The Parties agree that this Agreement shall be interpreted under the laws of the State of New York. All disputes, claims, and actions arising from the Agreement shall be subject to the jurisdiction of the Courts of the State of New York and venue shall be in the Supreme Court of the State of New York, Westchester County. Each of the parties waives any right to a jury trial in such action.

MISCELLANEOUS:

- a. **Severability.** If any provision of this Agreement is determined to be invalid or unenforceable, the remaining provisions shall remain in force and unaffected to the fullest extent permitted by law and regulation.
- b. **Survival.** The provisions of this Agreement that require performance after the expiration of the Period of Relevance or termination shall remain in force notwithstanding the expiration of the Period of Relevance or termination.
- c. **Modification.** This Agreement may be amended or modified only by written, executed, mutual agreement of the parties.

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ACCEPTANCE OF AGREEMENT:


The signatories hereto acknowledge that (a) each is fully authorized to bind the parties hereto, and (b) this Agreement has been negotiated between parties of equal bargaining power and is not to be construed against either party by virtue of such party's attorney having drafted it.

VILLAGE OF DOBBS FERRY

By: Charlene Indelicato,
Village Administrator

Date

WESTCHESTER GREENHOUSES AND FARM

By: 
Name: Joseph Chiofichi
Title: President

6-2-20

Date

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EXHIBIT "A"
VILLAGE OF DOBBS FERRY
112 Main Street
Dobbs Ferry, New York 10522

TEL: (914) 231-8500 • FAX: (914) 693-347

2020 DOBBS FERRY FARMERS MARKET - RULES AND PROCEDURES

GENERAL Rules of Conduct for the Dobbs Ferry Farmers Market ("Market")

The following are prohibited at the Market: smoking or other tobacco products and nicotine delivery systems, such as e-cigarettes and vaping tools, littering, dogs or domestic pets other than service animals, fundraising and the use of bicycles, skateboards, roller blades, wheeled shoes or other recreational wheeled transport

VENDOR Rules and Procedures

- Promotion of the Market will be collaborative, but the vendor shall take the lead by promoting their participation in the market and include details on specific offerings
- Vendor agrees to hold harmless the Village of Dobbs Ferry, the Facilitator, the Market Manager and their agents, employees and volunteers, for any claims, losses or suits to the fullest extent of the law.
- Any Vendor scheduled for a particular market day must open for vending to the public no later than 10:00 a.m. The coordination and schedule, including notice of absence on a scheduled market day, must be coordinated through the Market Manager by telephone 914-949-9403 or e-mail nancy@westchestergreenhouses.com who shall notify Village.
- Vendors must bring/set up/breakdown their own booth, tent and/or tables
- Vendors may not access the sidewalk with vehicles at any time for any purpose. The Village will reserve parking space for Vendors' vehicles during the Market.
- Vendors shall be solely responsible for cleaning up their space prior to departure
- Vendors must comply with recycling laws and provide appropriate receptacles and compliant shopping bags for use by customers at the Market.

Documentation Required

- Vendors must prepare a Vendor Application (a copy of which is attached) to be considered for inclusion in the Market and attach the following documents before the Vendor will be permitted to participate: (1) Certificate of Insurance with the Village of Dobbs Ferry named additional insured; (2) business certificate with taxpayer identification; (3) if products are taxable, a sales tax certificate; (4) if a grower, copy of crop plan; (5) if a baker, copy of home processor license and most recent sanitary inspection report. Vendor will pay a prescribed fee directly to Market Manager.
- Vendors are encouraged to register for participation in New York's WIC and FNMP program by completing an application with NYSDA.
- Vendors shall be responsible for obtaining and maintaining all applicable licenses from New York State to grow, raise, produce and purvey the products they will sell.

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- Vendors must arrange products to create a visually appealing display and must post all sale prices for the products available on a given market day.
- Vendors shall abide by any and all Federal, State and local workplace laws, regulations and ordinances, including those specifically designed to address the risks posed by the COVID-19 pandemic emergency. Vendors shall strictly comply with all applicable orders, mandates and guidance issued in connection with the COVID-19 pandemic and the declaration of a Statewide Disaster Emergency as set forth in Executive Order Number 202 dated March 7, 2020 issued by Governor Andrew Cuomo and any amendments and extensions thereto. For example, Vendors are required to comply with the mandates in Executive Order 202.16 issued April 15, 2020 by providing provide face coverings to workers and requiring use of face coverings by workers while in the workplace. Further, Vendors are required to comply with applicable provisions of Guidance for Retail Grocery Stores issued April 10, 2020 by Agriculture and Markets Commissioner Richard A. Ball. Vendors shall only use equipment, including booth components, which have been sanitized prior to set up, and must routinely clean high-risk locations, such as point of sale areas, during hours of operation. Vendors shall follow all safety procedures at the Market.

Qualifications of Vendors

Vendors at the Market shall be limited to (1) *bona fide* farmers/growers/producers from New York State and surrounding regional areas (New Jersey, Connecticut & Pennsylvania) or their agents, defined as someone employed by the grower and their representative, not someone dealing in goods for resale (farmers may be asked to obtain a letter from their County Extension Agent certifying their status as a grower) and (2) bakeries with licensed/inspected locations within 50 miles of Dobbs Ferry, provided that the products they have for sale are of their own making or finishing as may be appropriate to the product.

Permitted Products and Quality of Goods

- All products must be listed and details provided for consideration and if approved, maybe At least 75 % of what the Vendor offers for sale (by volume or weight) on every market day during the period of relevance must be grown, cultivated, reared, caught, produced or otherwise finished as may be applicable to the product by the Vendor on land or in a location owned or leased by Vendor. Pre-approval by the Market Manager is required for the remaining 25 % after Vendor provides sufficient evidence of source of these goods.
- Any brewing, pickling, baking, smoking or other finishing of products must be completed by the Vendor.
- All products must be properly labeled in accordance with mandates of NYSDA or other applicable regulatory requirements.
- In addition to freshly picked, unprocessed vegetables (or picked and stored as appropriate to the product), herbs, fruits, plants and flowers, the following are examples of processed products which may be sold at the Market, as long as they are produced by the Vendor in accordance with regulations set forth by the NYSDA: honey; eggs; maple syrup; fruit juice or cider; preserves, relishes, pickles, jams or jellies; cheese; flavored/plain dairy butters; or preserved meats/fish.
- The Market Manager reserves the right to include products which might not necessarily follow the above requirements for the good of the Market and the community.

The Dobbs Ferry Farmers Market 2020 Vendor Application

Individual Name: Nancy Chocchi Business Name: Westchester Greenhouses & Farm

Address: 332 W. Hartsdale Ave Town/City: Hartsdale

State: NY Zip Code: 10530 County: Westchester Website: westchestergreenhouse

Phone: 914-714-1315 Fax: 914-684-1288 E-mail: Nancy@westchestergreenhouse.com

Address of farm, kitchen or other facility (if different from above): Jac@westchestergreenhouses.com

Provide details on chart for the product(s) you propose to sell. See crop plan

Quantity of 10'x12' vending spaces you require: 10

Do you intend to sell raw products (fruits, vegetables)? ☒ yes ☐ no

Do you intend to sell value-added products (breads, jams, etc...)? ☒ yes ☐ no

I am interested in participating in the Farmers' Market Nutrition Program (FMNP) and am willing to accept FMNP vouchers at market, if approved. ☒ yes ☐ no

Attach copies of all required documentation listed in the Rules, including insurance certificate naming Village as additional insured. Note: fee payments are made directly to Market Manager.

Products you would like to sell: Please be specific. List all items on the chart. Indicate whether the item is grown/produced by you, or whether you intend to buy it in from another local farmer (brokered). Include specific types of produce, nursery stock, flowers, prepared foods, baked goods, and animal products. Approval to sell a brokered product will only be granted if no other vendor at the market offers that product. The Village reserves the right to modify the criteria at any time and to accept or deny any application to participate in the market.

ITEM	Grown/Produced	Brokered (List source)	Approved (for internal use only)
Fruits & Vegetables	✓	✓ See crop plan	
Baked goods	✓		
Cut Flowers	✓		

The Dobbs Ferry Farmers Market 2020 Vendor Application

Individual Name: Nancy Chiorchi Business Name: Westchester Greenhouses & Farm

Address: 332 W. Hartsdale Ave Town/City: Hartsdale

State: NY Zip Code: 10530 County: Westchester Website: westchestergreenhouse

Phone: 914-714-1315 Fax: 914-684-1288 E-mail: Nancy@westchestergreenhouse.com

Address of farm, kitchen or other facility (if different from above): Jac@westchestergreenhouses.com

Provide details on chart for the product(s) you propose to sell. See crop plan

Quantity of 10'x12' vending spaces you require: 10

Do you intend to sell raw products (fruits, vegetables)? ☒ yes ☐ no

Do you intend to sell value-added products (breads, jams, etc...)? ☒ yes ☐ no

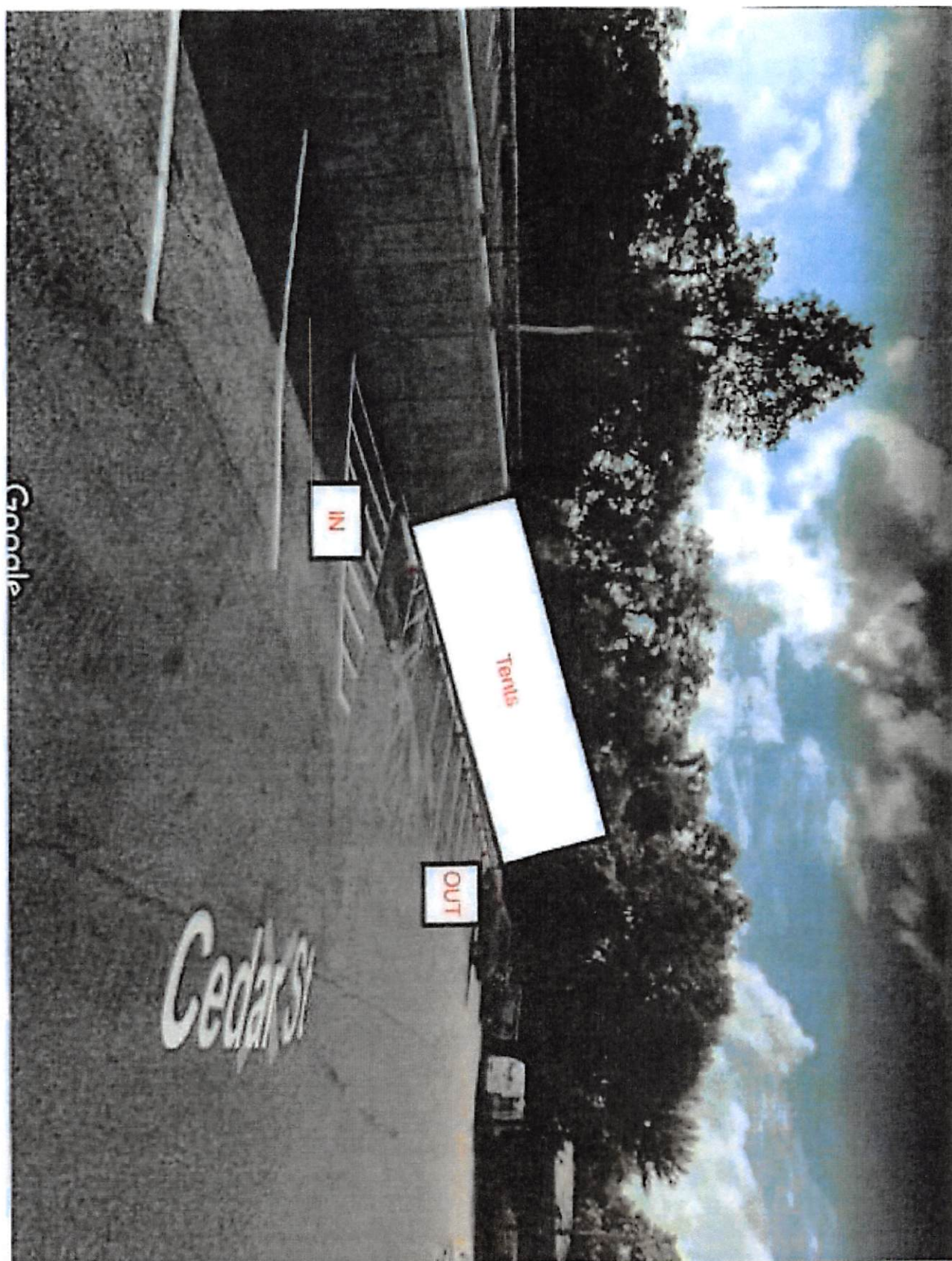
I am interested in participating in the Farmers' Market Nutrition Program (FMNP) and am willing to accept FMNP vouchers at market, if approved. ☒ yes ☐ no

Attach copies of all required documentation listed in the Rules, including insurance certificate naming Village as additional insured. Note: fee payments are made directly to Market Manager.

Products you would like to sell: Please be specific. List all items on the chart. Indicate whether the item is grown/produced by you, or whether you intend to buy it in from another local farmer (brokered). Include specific types of produce, nursery stock, flowers, prepared foods, baked goods, and animal products. Approval to sell a brokered product will only be granted if no other vendor at the market offers that product. The Village reserves the right to modify the criteria at any time and to accept or deny any application to participate in the market.

ITEM	Grown/Produced	Brokered (List source)	Approved (for internal use only)
Fruits & Vegetables	✓	✓ See crop plan	
Baked goods	✓		
Cut Flowers	✓		

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Ms. Dickson said she and the Village Clerk have been in communication with Westchester Greenhouses and that they have provided a layout for 99 Cedar, a plan to be in compliance with the COVID-19 restrictions and the mandatory insurance certificate. Ms. Dickson said they are ready to start the market this Friday.

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

RESOLUTION 23-2020

RESOLUTION OF THE VILLAGE OF DOBBS FERRY BOARD OF TRUSTEES FOR THE 2020 FARMER'S MARKET

WHEREAS, the Village Board of Trustees has considered options for facilitating a Farmers Market similar to prior seasons with added precautions to address the safety of market participants and visitors in light of the statewide COVID-19 emergency; and

WHEREAS, the overarching goal of the 2020 Farmers Market's is to provide a safe opportunity and convenient location for quick and purposeful shopping for fresh local and regional farm products.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Trustees of the Village of Dobbs Ferry hereby authorizes the Village Administrator to execute a memorandum of agreement that incorporates mandatory safety precautions with Westchester Greenhouses and Farm to operate a Farmers Market at 99 Cedar Street on Fridays between 9:00 am and 4:00 pm for the 2020 season mid-June through October.

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

Consider a resolution extending permits for COVID delays

Mr. Manley said this is just another measure to recognize the hardships people face due to the pandemic.

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

RESOLUTION 24-2020

RESOLUTION OF THE VILLAGE OF DOBBS FERRY BOARD OF TRUSTEES EXTENDING PERMITS FOR COVID DELAYS

WHEREAS, on March 7, 2020, Governor Cuomo issued Executive Order Number 202 declaring a statewide COVID-19 pandemic emergency which resulted in directives temporarily suspending non-essential construction; and

WHEREAS, the suspension resulted in the inability of Village residents to complete construction projects which are the subject of permits already issued by the Building Department.

NOW THEREFORE BE IT RESOLVED, THAT the Board of Trustees of the Village of Dobbs Ferry hereby extends the expiration date by 10 weeks for any permit which was valid as of March 13, 2020 to accommodate for the suspension of non-essential construction during the COVID-19 pandemic emergency.

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

Minutes: May 26, 2020

Motion by Deputy Mayor Cassell, seconded by Trustee Patino to approve the meeting minutes of May 26, 2020 as submitted.

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

Reports/Announcements

Trustee Sullivan reported on the following:

- Tour of the new pool at Gould Park. Trustee Sullivan said the pool is amazing and beautiful and that Kendra and her team did an amazing job. Trustee Sullivan said the Village will be happy once they get to use it.

Mayor Rossillo said the goal is to have the pool open at some time in the summer.

Trustee Knell reported on the following:

- Regarding businesses, we are working on solutions to have them have more outside area to conduct business on safely.

- Trustee Knell said she started as the AHRB Trustee Liaison last night.

Trustee Daroczy reported on the following:

- Thank you to the administration for their work on the Black Lives Matter event at the Waterfront. Trustee Daroczy thanked the Mayor for his speech. Trustee Daroczy thanked the Police, DPW and the team for their work on the event.
- Thank you to Jeff Chuhta for working with Jen and the team of the Youth Service Council on the grant submission.

Mayor Rossillo reported on the following:

- Drive-In Movie is this Friday at Mercy College. Details will be posted shortly.
- Mayor Rossillo thanked everyone for their efforts on the Black Lives Matter rally. Mayor Rossillo thanked the Police Department, DPW, Village Administrator and the three young people who organized the event.

Ms. Indelicato said she was very impressed by the lack of garbage at Waterfront Park at the Black Lives Matter rally. Ms. Indelicato said everyone wore masks and practiced social distancing.

Adjournment

Motion by Trustee Sullivan, seconded by Deputy Mayor Cassell 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 checked="" type="checkbox"/> AYE	<input type="checkbox"/> NAY	<input type="checkbox"/> ABSTAIN	<input type="checkbox"/> RECUSE	<input type="checkbox"/> ABSENT/EXCUSED
TRUSTEE PATINO	<input checked="" type="checkbox"/> AYE	<input type="checkbox"/> NAY	<input type="checkbox"/> ABSTAIN	<input type="checkbox"/> RECUSE	<input type="checkbox"/> ABSENT/EXCUSED
TRUSTEE SULLIVAN	<input checked="" type="checkbox"/> AYE	<input type="checkbox"/> NAY	<input type="checkbox"/> ABSTAIN	<input type="checkbox"/> RECUSE	<input type="checkbox"/> ABSENT/EXCUSED
TRUSTEE TAYLOR	<input checked="" type="checkbox"/> AYE	<input type="checkbox"/> NAY	<input type="checkbox"/> ABSTAIN	<input type="checkbox"/> RECUSE	<input type="checkbox"/> ABSENT/EXCUSED
VOTE TOTALS	7 AYE	0 NAY	0 ABSTAIN	0 RECUSE	0 ABSENT/EXCUSED
RESULT:	MOTION: PASSES				

Mayor Rossillo said the Board would be meeting for advice of Counsel after the meeting.

The meeting adjourned at 8:45 p.m.