

**AGENDA FOR BOARD OF TRUSTEES REGULAR MEETING
VILLAGE OF IRVINGTON, NY
MONDAY, NOVEMBER 21, 2016 AT 7PM
IRVINGTON VILLAGE HALL – TRUSTEES ROOM**

1. Call to order by Mayor Brian C. Smith
2. Pledge of allegiance to the flag of the United States of America
3. Purple Heart Village Proclamation
4. Presentation of the 2015-16 Independent Audit by Susan M. Barossi from O'Connor Davies LLP
5. Announcements
 - a. Public hearing to consider a local law limiting the hours when blasting and rock chipping are permitted – December 5, 2016 at 7 p.m. in Village Hall.
 - b. Check over \$25K
 - c. Holiday Tree Lighting Ceremony – Saturday, December 3rd at 4:30PM at the I.K. Benjamin Community Center located at 71 Main Street
6. Correspondence
 - a. David and Cheryl Brandwein
7. Public comment (*please limit comments to no more than 3 minutes*)
8. Consent Agenda
 - a. Minutes of the Village Board from the Regular Meeting held on November 7, 2016 and Work Session held on November 16, 2016
 - b. Appointment of part-time personnel in the Library
 - c. Appointment of part-time personnel in the Recreation Department
9. Update from the Traffic Calming Committee
10. Authorization to approve change orders #3, #4 and #5 for Irvington Town Hall project (2014-05)
11. Renewal of IMA to form a Task Force aimed at drug & alcohol enforcement
12. Reports of Boards, Standing Committees and Officers
 - a. Trustee Liaisons reports
 - b. Village Administrator's report
 - c. Village Clerk-Treasurer's report
 - d. Village Attorney's report
13. Public comment (*please limit comments to no more than 3 minutes*)
14. Review of action items
15. Adjournment

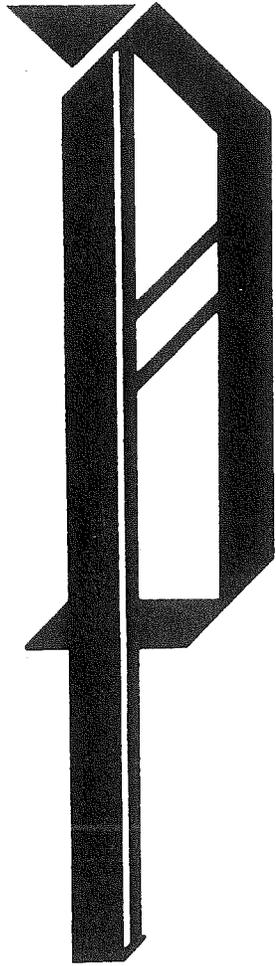
Office of the Mayor

VILLAGE OF IRVINGTON, NEW YORK



Washington Irving

Proclamation



WHEREAS

The Village of Irvington in the state of New York has always supported its military veteran population; and

WHEREAS

the Purple Heart was the first American service award or decoration made available to the common soldier and is specifically awarded to members of the United States Armed Forces who have been wounded or paid the ultimate sacrifice in combat with a declared enemy of the United States of America; and

WHEREAS

the mission of the Military Order of the Purple Heart is to foster an environment of goodwill among the combat-wounded veteran members and their families, promote patriotism, support legislative initiatives, and most importantly – make sure we never forget.

NOW THEREFORE,

I, Brian C. Smith, serving as Mayor of the Village of Irvington, do hereby proclaim the Village of Irvington as a

PURPLE HEART VILLAGE

Given over my hand and the seal on the 21st day of November in the year 2016.

Brian C. Smith, Mayor



LOCAL LAW ____ OF 2016

**AMENDING THE NUISANCE CHAPTER OF THE
VILLAGE CODE TO LIMIT THE HOURS WHEN
BLASTING AND ROCK CHIPPING ARE PERMITTED**

Be it enacted by the Board of Trustees of the Village of Irvington as follows:

Section 1: Section 148-4.B (Unnecessary noises) of Chapter 148 (Nuisances) is hereby amended by adding the following new paragraph to the list of “loud, disturbing and unnecessary noises in violation of this chapter”:

- (8) Blasting and mechanical rock excavation between the hours of 5:00 p.m. and 9:00 a.m. on Mondays through Fridays, and at all times on Saturdays, Sundays and federal holidays. “Mechanical rock excavation” means rock removal with the use of a mechanical hammer or similar device, but excluding drilling or boring of holes, and excluding the removal of man-made structures such as concrete steps or driveways.

Section 2: Paragraph (8) of § 148-4.B is hereby redesignated paragraph (9).

Section 3: All ordinances, local laws, and parts thereof inconsistent with this local law are hereby repealed.

Section 4: This local law shall take effect immediately upon filing in the office of the New York Secretary of State.

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Karen Buccheri

From: Brenda Jeselnik
Sent: Tuesday, November 8, 2016 3:18 PM
To: Larry Schopfer; Karen Buccheri; Brian Smith; Christina Giliberti; Connie Kehoe; Janice Silverberg; Mark Gilliland (mg@markg.org)
Subject: Checks over 25K

Pursuant to the Village purchasing policy, please be advised that Mayor Smith will be presented with another check over \$25K .

Vendor: Henderson Truck Equipment
Purpose: Dump Truck with Heated Spreader
Budget: Capital Budget
Total Amount: \$70,462

Brenda M. Jeselnik

Village Clerk-Treasurer



Village of Irvington
85 Main Street
Irvington, NY 10533
Tel: (914) 231-3020
Fax: (914) 591-4072

6a

Larry Schopfer

From: Cheryl Brandwein <brandweinc@yahoo.com>
Sent: Thursday, November 17, 2016 10:40 AM
To: Brian Smith; Mark Gilliland; Janice Silverberg; Connie Kehoe; Christina Giliberti; Larry Schopfer
Cc: patricknatarelli@hotmail.com; Larry Lonky
Subject: Astorbuck Petition

Dear Mayor Smith and Village Trustees:

Thank you for inviting some of the residents of South Buckhout Street to attend Wednesday's meeting regarding the Astorbuck parking lot proposal. We know you heard our strong opposition to this project and do not want to reiterate all that was said. We just want to emphasize the following:

- 1) Astorbuck seemed to threaten us that they will build affordable low-income housing on the residential lots in question if we do not permit them to build their parking lot. We welcome affordable housing in our community. It is in line with the stated Village zoning priority to encourage the creation of affordable housing and in accordance with existing zoning.
- 2) No amount of trees or buffering will block our view of the proposed parking lot. The adjacent houses on South Buckhout Street are uphill with several stories that will have a direct view of the proposed lot even if it is not visible from street level.
- 3) Astorbuck describes the large tract of greenspace of trees, inhabited by birds and wildlife as "waste" but it is only in poor condition due to Astorbuck's long-term neglect.
- 4) The proposal will not solve Astorbuck's parking issues.
- 5) The Village's safety concerns should not be tied to the parking lot proposal. We can build a sidewalk and put in stop signs or crosswalks without horse trading with Astorbuck.
- 6) The new proposed west side sidewalk will stop before the Greenberg residence leaving pedestrians to either walk in the street in front of 2 houses or cross the street in front of our house to the existing east side sidewalk. This does not solve pedestrian safety issues it creates new ones.
- 7) We expect that existing viable alternatives will be explored. You stated that moving the DPW has been explored but did not happen. Perhaps it is time to re-explore that option. Astorbuck could also look for an alternative location on Astor Street or off-site with a shuttle service. No other options have been explored except the current proposal

to re-zone us into a commercial district and forever destroy the quiet residential character of our neighborhood.

Please read this letter into the record at the next meeting.

Thank you,

David and Cheryl Brandwein

85 South Buckhout Street

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**REGULAR MEETING OF THE MAYOR AND BOARD OF TRUSTEES
OF THE VILLAGE OF IRVINGTON, NY
HELD ON MONDAY, NOVEMBER 7, 2016 AT 7PM
AT VILLAGE HALL, 85 MAIN STREET, IRVINGTON, NY**

Present: Brian C. Smith, Mayor
Mark Gilliland, Trustee
Constance Kehoe, Trustee
Christina M. Giliberti, Trustee
Janice V. Silverberg, Trustee
Lawrence S. Schopfer, Village Administrator
Marianne Stecich, Village Attorney
Brenda M. Jeselnik, Clerk/Treasurer

Mayor Smith called the meeting to order and led those in attendance in the Pledge of Allegiance to the flag of the United States of America.

**RESOLUTION 2016-146
APPOINTMENT OF POLICE OFFICER ROBIBERO**

Mayor Smith offered the following resolution, which was seconded by Trustee Silverberg, and adopted:

RESOLVED to appoint Paul Robibero to the position of Police Officer Grade I, at an annual salary of \$101,332 effective November 9, 2016 subject to completion of a probationary period of not less than 12 weeks and not more than 52 weeks.

The vote resulted as follows:

AYES: 5 (Mayor Smith, Trustees Kehoe, Gilliland, Giliberti, Silverberg)
NAYS: 0

**RESOLUTION 2016-147
APPOINTMENT OF POLICE OFFICER LIBERATORE**

Mayor Smith offered the following resolution, which was seconded by Trustee Silverberg, and adopted:

RESOLVED to appoint Arcangelo Liberatore to the position of Police Officer Grade IV, at an annual salary of \$69,688 effective November 9, 2016 subject to completion of a probationary period of not less than 12 weeks and not more than 52 weeks.

The vote resulted as follows:

AYES: 5 (Mayor Smith, Trustees Kehoe, Gilliland, Giliberti, Silverberg)
NAYS: 0

**RESOLUTION 2016-148
PROMOTION OF POLICE OFFICER**

Mayor Smith offered the following resolution, which was seconded by Trustee Silverberg, and adopted:

RESOLVED to appoint Edmund C. Vize to the position of Sergeant at an annual salary of \$115,519 effective November 8, 2016 subject to a probationary period of not less than 12 weeks and not more than 52 weeks.

The vote resulted as follows:

AYES: 5 (Mayor Smith, Trustees Kehoe, Gilliland, Giliberti, Silverberg)
NAYS: 0

Announcements

- a. Veterans Day Ceremony – Friday, November 11th at 10:45AM at the War Memorials on Main Street by the Main Street School
- b. Turkey Trot – Sunday, November 20th at 1:30PM at the Dows Lane School
- c. Holiday Tree Lighting Ceremony – Saturday, December 3rd at 4:30PM at the I.K. Benjamin Community Center located at 71 Main Street
- d. Walk Safe Initiative
- e. Election Day parking

Correspondence

- a. Mary Niedzwiecki – Submitted a petition regarding the newly installed fence around the basketball court at Scenic Hudson Park.

Mayor Smith opened the floor for comments from the public. Mary Niedzwiecki addressed the Board with concerns about the fencing around the basketball court in Scenic Hudson Park including the aesthetics and possible permeating of the protective cap.

Mayor Smith offered the following resolutions, which were seconded by Trustee Gilliland and adopted:

RESOLVED to approve the minutes of the Regular Meeting of the Village Board held on October 17, 2016 and Special Meeting held on October 27, 2016.

**RESOLUTION 2016-149
PAYROLL REQUESTS FOR THE RECREATION AND PARKS DEPARTMENT**

Trustee offered the following resolution, which was seconded by Trustee and adopted:

RESOLVED to approve the following for the Recreation and Parks Department:

<u>Name</u>	<u>Position</u>	<u>Rate</u>	<u>Effective Date</u>
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DRAFT

James (Jim) Ruffler	Program Assistant	\$20.00 per Hour	Start 10/17/16 Ends 5/30/17 as needed
Jeff Ruffler	Program Assistant	\$20.00 per hour	Starts 10/17/16 Ends 5/30/17 as needed
Meredith Keltz	Program Assistant	\$15.00 per hour	Starts 10/17/16 Ends 5/30/17 as needed
Brian Sepinsky	Program Supervisor	\$16.00 per hour	Starts 10/17/16 Ends 5/30/17 as needed
Kristina Ruffler	Program Assistant	\$15.00 per hour	Starts 10/15/16 Ends 5/30/17 as needed
Anthony Colangelo	Program Assistant	\$14.00 per hour	Starts 10/15/16 Ends 5/30/17 as needed
Thea Adcock Cooper	Senior Citizen Assistant	\$13.00 per hour	Starts 10/29/16 Ends 12/30/16 as needed
James Hodges	Recreation Assistant	\$18.00 per hour (was \$15.00)	Starts 10/17/16 Ends 5/30/17 as needed
Carmen DiFabio	Recreation Assistant	\$18.00 per hour (was \$15.00)	Starts 10/17/16 Ends 5/30/17 as needed
Melissa Otivich	Program Supervisor for Open Gym, Otto Ball and Basketball	\$24.75 per hour	Starts 11/07/16 Ends 04/01/17
Melissa Otivich	Program Assistant	\$15.00 per hour	Starts 10/28/16 Ends 5/30/17 as needed

**RESOLUTION 2016-150
APPOINTMENT OF PART-TIME POSITIONS FOR THE DEPARTMENT OF PUBLIC
WORKS**

RESOLVED to make the following appointments to the Department of Public Works:

DRAFT

Name	Rate	Status
Dennis Montaruli Jr.	\$17.00 per hour	P/T Laborer (Seasonal – Snow Shoveling)
Christian Malota	\$17.00 per hour	P/T Laborer (Seasonal – Snow Shoveling)
Paul Wool	\$17.00 per hour	P/T Laborer (Seasonal – Snow Shoveling)
Chris DeNardo	\$17.00 per hour	P/T Laborer (Seasonal – Snow Shoveling)
Joe Galano	\$17.00 per hour	P/T Laborer (Seasonal – Snow Shoveling)
Brian Ross	\$17.00 per hour	P/T Laborer (Seasonal – Snow Shoveling)
Jerry Malota	\$40.00 per hour	P/T Laborer (Seasonal – Driver)
Paul Cancro	\$40.00 per hour	P/T Laborer (Seasonal – Driver)
Keith Orvieto	\$40.00 per hour	P/T Laborer (Seasonal – Driver)
Jim Ruffler	\$40.00 per hour	P/T Laborer (Seasonal – Driver)
Kyle Munigle	\$40.00 per hour	P/T Laborer (Seasonal – Driver)
George Artiles	\$40.00 per hour	P/T Laborer (Seasonal – Driver)

**RESOLUTION 2016-151
APPROVAL OF OUT OF TOWN TRAVEL FOR LIBRARY DIRECTOR**

RESOLVED to approve Rosemarie Gatzek to attend the New York Library Association annual conference in Saratoga Springs from November 1 - 6, 2016. The cost of the conference and mileage is not to exceed \$1,200.

The vote resulted as follows:

AYES: 5 (Mayor Smith, Trustees Kehoe, Gilliland, Giliberti, Silverberg)
NAYS: 0

**RESOLUTION 2016-152
APPROVAL OF CONTRACT 2016-30 WITH PLANNING & DEVELOPMENT ADVISORS FOR CONSULTING SERVICES**

Mayor Smith offered the following resolution, which was seconded by Trustee Silverberg, and adopted:

RESOLVED to approve the contract with Planning & Development Advisors for consulting services in conjunction with the update of the Village's Comprehensive Plan and authorizing the Village Administrator to execute said agreement; and

FURTHER RESOLVED to authorize the Clerk/Treasurer to transfer \$50,400 from General Fund Surplus to cover the cost of said contract.

The vote resulted as follows:

AYES: 5 (Mayor Smith, Trustees Kehoe, Gilliland, Giliberti, Silverberg)
NAYS: 0

**RESOLUTION 2016-153
APPROVAL OF A FILMING PERMIT FOR POSSIBLE PRODUCTIONS INC.**

Mayor Smith offered the following resolution, which was seconded by Trustee Kehoe, and adopted:

RESOLVED to approve the filming permit for Possible Productions Inc. for filming at various locations on November 8, 2016 for a permit fee of \$5,000.

The vote resulted as follows:

AYES: 5 (Mayor Smith, Trustees Kehoe, Gilliland, Giliberti, Silverberg)
NAYS: 0

**RESOLUTION 2016-154
VOLUNTEER APPOINTMENT TO THE IRVINGTON WOODS COMMITTEE**

Mayor Smith offered the following resolution, which was seconded by Trustee Kehoe, and adopted:

RESOLVED to appoint Dana Sabatino as a member of the Irvington Woods Committee for a term to expire December 2016.

The vote resulted as follows:

AYES: 5 (Mayor Smith, Trustees Kehoe, Gilliland, Giliberti, Silverberg)
NAYS: 0

**RESOLUTION 2016-155
VOLUNTEER APPOINTMENT TO THE IRVINGTON HOUSING COMMITTEE**

Trustee Kehoe offered the following resolution, which was seconded by Trustee Silverberg, and adopted:

RESOLVED to appoint Thom Thacker as a member of the Irvington Housing Committee for a term to expire December 2016.

The vote resulted as follows:

AYES: 5 (Mayor Smith, Trustees Kehoe, Gilliland, Giliberti, Silverberg)
NAYS: 0

**RESOLUTION 2016-156
DESIGNATION OF WESTCHESTER COUNTY TO ADMINISTER THE PROVISIONS OF THE
FAIR AND AFFORDABLE HOUSING ARTICLE IN THE IRVINGTON ZONING CODE**

Mayor Smith offered the following resolution, which was seconded by Trustee Silverberg, and adopted:

DRAFT

RESOLVED to designate the County of Westchester as the agency responsible for administering the requirements of Article XXVIII (Fair and Affordable Housing) of the Village Zoning Code.

The vote resulted as follows:

AYES: 5 (Mayor Smith, Trustees Kehoe, Gilliland, Giliberti, Silverberg)
NAYS: 0

**RESOLUTION 2016-157
APPROVING REMOVAL OF PARKING SPACES ON BROADWAY NORTH OF
THE DRIVEWAY TO 30 SOUTH BROADWAY, RECONFIGURATION OF
MUNICIPAL PARKING AREA NO. 7, AND INSTALLATION OF A SIDEWALK
ON THE NORTH SIDE OF STATION ROAD**

Mayor Smith offered the following resolution, which was seconded by Trustee Kehoe, and adopted:

WHEREAS, DeNardo Capital Corporation (“DeNardo”) applied to the Irvington Planning Board for site development plan approval of a 27-unit townhouse development at 30-40 South Broadway, in accordance with the Village’s recently amended regulations for the Multifamily (MF) Residence District (“DeNardo Project”);

ELIMINATION OF PARKING SPACES

WHEREAS, the Planning Board’s traffic consultant, AKRF, recommended that five parking spaces be eliminated on the west side of Broadway, just north of the intersection with the driveway to 30 South Broadway, in order to improve sight distance of the driveway and from the driveway;

WHEREAS, the New York State Department of Transportation agreed with this recommendation;

WHEREAS, the Planning Board also agreed with the recommendation and made the removal of the parking spaces, subject to the approval of the Board of Trustees, a condition of site development plan approval of the DeNardo project;

REPLACEMENT PARKING SPACES

WHEREAS, in order to provide public parking to replace the five spaces being removed, DeNardo proposed to create six additional parking spaces in Municipal Parking Area No. 7 (on the east side of Broadway off of Fieldpoint Drive) (“Parking Lot 7”) by eliminating the parallel spaces on the east side of the lot and replacing them with angled spaces;

WHEREAS, AKRF reviewed the proposal and made recommendations that were incorporated in a revised scheme for Parking Lot 7, which scheme AKRF approved;

WHEREAS, the newly created parking spaces are all at least nine feet wide, to accommodate full-size cars, as requested by the Planning Board;

WHEREAS, the reconfigured parking lot would project 2.5 feet into the landscaped area between the parking lot and Broadway and therefore require the removal of several trees, as well as the removal of a tree on the east side of the parking lot;

DRAFT

WHEREAS, Lucille Munz, the Village’s landscape consultant, reviewed the proposed scheme for Parking Lot 7, including the replacement trees to be planted and, in her Staff Report dated September 3, 2016, wrote: “The proposed tree replacements will be an improvement overall and removing the poor quality trees will provide for healthier native species.”;

WHEREAS, the Planning Board made the reconfiguration of Parking Lot 7, subject to the approval of the Board of Trustees, a condition of site development plan approval of the DeNardo Project;

WHEREAS, the parking lot proposal would require a temporary easement from the Fieldpoint Community Association, which voted to enter into such agreement with DeNardo;

NEW SIDEWALK

WHEREAS, the Planning Board requested DeNardo to install a sidewalk running along the north side of Station Road from Broadway to the property line of the Old Croton Aqueduct, and De Nardo agreed to do so;

WHEREAS, the Planning Board conducted a site walk to determine that a sidewalk would be work-able at that location;

WHEREAS, the plans first submitted by DeNardo proposed a three foot wide sidewalk, but the Planning Board requested that it be four feet in width, and DeNardo changed it to a four-foot wide sidewalk;

WHEREAS, the proposed sidewalk would be installed in the Village-owned right-of-way; and

WHEREAS, the Planning Board made installation of the sidewalk, subject to the approval of the Board of Trustees, a condition of site development plan approval of the DeNardo Project; now, therefore, be it

RESOLVED, to approve: (1) the removal of five parking spaces on Broadway, just north of the driveway to 30 South Broadway; (2) to approve the reconfiguration of Parking Lot 7, generally as shown on the drawing entitled “Dunham Hill, Municipal Parking Area No 7 Conceptual Modification Sketch,” last dated 10/19/16, subject to approval of a final landscaping plan that provides year-round screening from Broadway, to be approved by the Village’s landscape architect, and subject to posting a three-year maintenance bond for such landscaping; and (3) to approve the installation of a sidewalk on the north side of Station Road from Broadway to the property line of the Old Croton Aqueduct.

The vote resulted as follows:

AYES: 5 (Mayor Smith, Trustees Kehoe, Gilliland, Giliberti, Silverberg)
NAYS: 0

**RESOLUTION 2016-158
APPROVAL OF CONTRACT 2016-28 FOR SERVICES RELATED TO THE FIRE
DEPARTMENT PUMPER SPECIFICATIONS**

Mayor Smith offered the following resolution, which was seconded by Trustee Gilliland, and adopted:

DRAFT

RESOLVED to approve contract 2016-28 with Emergency Vehicle Response for the preparation of specifications for the Irvington Fire Department new pumper including follow up work and to authorize the Village Administrator to execute said agreement subject to review by the Village Attorney.

The vote resulted as follows:

AYES: 5 (Mayor Smith, Trustees Kehoe, Gilliland, Giliberti, Silverberg)
NAYS: 0

**RESOLUTION 2016-159
AWARD OF CONTRACT 2016-26 FOR TWO (2) 2017 F-350 SATELLITE DUMP BODY TRUCKS FOR THE IRVINGTON DEPARTMENT OF PUBLIC WORKS**

Mayor Smith offered the following resolution, which was seconded by Trustee Gilliland, and adopted:

WHEREAS, sealed bids were received and opened on November 2, 2016 at 11AM in Village Hall as follows:

	COMPANY	TOTAL BID
1.	Schultz Ford/Lincoln Inc. 80 Route 304 Nanuet, NY 10954	\$77,790.00
2.	Gabrielli Truck Sales, Ltd. 880 South Oyster Bay Road Hicksville, NY 11801	\$82,570.00

WHEREAS, the Village Administrator reviewed the bids submitted and determined that the bid from the low bidder is in order and responsive to the specifications;

NOW THEREFORE BE IT RESOLVED that the Clerk-Treasurer is authorized to issue a purchase order for the purchase of two (2) 2017 F-350 satellite dump body trucks from Schultz Ford/Lincoln Inc. in the amount of \$77,790.00.

The vote resulted as follows:

AYES: 5 (Mayor Smith, Trustees Kehoe, Gilliland, Giliberti, Silverberg)
NAYS: 0

**RESOLUTION 2016-160
APPROVAL OF CONTRACT 2016-21 WITH AB DESIGN, INC. FOR WAYFINDING SERVICES**

Trustee Kehoe offered the following resolution, which was seconded by Trustee Gilliland, and adopted:

DRAFT

RESOLVED to approve the contract with AB Design, Inc. for the planning and design of a wayfinding signage system for the Village of Irvington with a focus on the Village's business district and authorizing the Village Administrator to execute said agreement.

The vote resulted as follows:

AYES:	5	(Mayor Smith, Trustees Kehoe, Gilliland, Giliberti, Silverberg)
NAYS:	0	

Trustee Gilliland reported on the Tree Commission and Traffic Committee.

Trustee Giliberti reported on the numerous and wonderful Recreation and Park Department activities scheduled for the Fall noting the Thanksgiving Dinner Home Delivery Program that is generously being co-sponsored by the Copp Family.

Trustee Kehoe announced that there are two more outdoor Farmer's Markets before they sponsor 8 indoor events at the Main Street School. She also reported on a recent forum for Strategies to Manage Property Tax Shock. It was well attended and the material will be posted to the website. She also reported on upcoming Theater venues.

Trustee Silverberg reported on the Water Department and Highway Department which covered annual regular maintenance, capital projects and emergency work on a sewer main break.

Village Administrator Lawrence Schopfer announced the disappointing news that the Hitachi micro-grid project would not be economically feasible. On a positive note, he also announced that benches purchased through a Hudson River Greenway Grant are scheduled for installation along Main Street.

Clerk/Treasurer Jeselnik announced that the external auditors will report the results of their annual audit to the Board at the next meeting. She also gave an overview of the General Fund and Water Fund end of year operations noting a very strong fiscal position.

Mayor Smith opened the floor to public comment. There were no comments from those in attendance.

There was a review of action items by the Village Administrator.

There being no further business, Mayor Smith made a motion to adjourn the meeting. The motion was seconded by Trustee Gilliland and unanimously approved.

Brenda Jeselnik, Clerk-Treasurer

**WORK SESSION OF THE MAYOR AND BOARD OF TRUSTEES
OF THE VILLAGE OF IRVINGTON, NY
HELD ON WEDNESDAY, NOVEMBER 16, 2016 AT 6:30PM
AT VILLAGE HALL, 85 MAIN STREET, IRVINGTON, NY**

Present: Brian C. Smith, Mayor
 Constance Kehoe, Trustee
 Mark Gilliland, Trustee
 Christina M. Giliberti, Trustee
 Janice V. Silverberg, Trustee
 Lawrence S. Schopfer, Village Administrator
 Marianne Stecich, Village Attorney

Excused: Brenda M. Jeselnik, Clerk/Treasurer

Mayor Smith called the meeting to order and led those in the attendance in the pledge of allegiance to the flag of the United States of America.

Mayor Smith made a motion to enter Executive Session to conduct an interview for vacant police officer position. The motion was seconded by Trustee Kehoe and unanimously approved.

At 7PM, the Board returned from Executive Session and a work session ensued.

There being no further business, the meeting was adjourned.

Lawrence S. Schopfer, Village Administrator

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**RESOLUTION 2016-XXX
APPOINTMENT OF PERSONNEL IN LIBRARY**

Trustee _____ offered the following resolution, which was seconded by Trustee _____ and adopted:

RESOLVED to make the following appointments in the Irvington Library:

<u>Name</u>	<u>Rate</u>	<u>Status</u>	<u>Effective</u>
Surriya Shaukat	\$ 9.00 per hour	Page	November 22, 2016

RESOLUTION 2016-XXX
APPOINTMENT OF PERSONNEL IN RECREATION DEPARTMENT

Trustee _____ offered the following resolution, which was seconded by Trustee _____ and adopted:

RESOLVED to make the following appointments in the Recreation Department effective November 19, 2016 to April 1, 2017:

<u>Name</u>	<u>Title</u>	<u>Rate</u>
Bill Otivich	Program Director	\$37.00 per hour
Patrick M. Clarke	program assistant	\$20/ hour
Deborah Raffaelli	program assistant	\$15/ hour
Arianna Speechly	program assistant	\$10/ hour
Larry Coleman	program supervisor	\$18/ hour
Scott Madalon	program Supervisor	\$25/ hour
Logan Bancroft	program assistant	\$10/ hour
Anthony Colangelo Jr	Program assistant	\$14/hour
Lara DePaoli	program assistant	\$9/ hour
Jacob Egloff -	program assistant	\$9.00/hour
Matt Arone	sports official	\$20/hour
Kenny Kupersmith	sports official	\$20/hour
Anthony Corradina	sports official	\$20/hour
Daniel Mazzilli	sports official	\$20/hour
Daniel Angelo	sports official	\$20/hour
Michael Duncanson	sports official	\$20/hour
Frank Imperatori	sports official	\$20/hour

**RESOLUTION 2016-XXX
AUTHORIZATION TO APPROVE CHANGE ORDERS #3, #4 AND #5 FOR
IRVINGTON TOWN HALL PROJECT (2014-05)**

Trustee offered the following resolution, which was seconded by Trustee and adopted:

RESOLVED to approve Change Order #3 for additional work to interior/exterior of sashes by window contractor in the amount of \$10,000; Change Order #4 for exterior casings – removed and replaced by window contractor in the amount of \$12,550; and Change Order #5 to replace entire glass block unit/window at rear wall by mason in the amount of \$870; for a total amount of \$23,420 and to authorize the Village Administrator to execute said Change Orders.

**CHANGE
ORDER # 3**

AIA DOCUMENT G701

OWNER
ARCHITECT
CONTRACTOR
FIELD
OTHER

X
X
X

PROJECT:
Irvington Façade Restorations
85 Main Street
Irvington, NY

CHANGE ORDER NUMBER: 3
DATE: 11/02/16
ARCHITECT'S PROJECT NO.: 2014 05
CONTRACT DATE: 7/05/16

TO CONTRACTOR:
Allied World Specialty Insurance Company
30 South 17th Street, 16th Floor
Philadelphia, PA 19103

The Contract is changed as follows:

Additional work to Interior/Exterior of Sashes by Mark Butkovitch

Interior: Finishes returned to original wood graining Exterior: 100% removal of old glazing, removal for re-setting of glass, new glazing per project specifications.

Not valid until signed by the Owner, Architect and Contractor.

The original (Contract Sum) (Guaranteed maximum Price) was	\$1,392,200.00
Net change by previously authorized Change orders	\$74,472.00
The (Contract Sum) (Guaranteed maximum Price) prior to this Change order was	\$1,466,672.00
The (Contract Sum) (Guaranteed maximum price) will be (increased) (decreased) (unchanged) by this Change Order in the amount of	\$10,000.00
The new (Contract Sum) (Guaranteed maximum Price) including this Change order will be	\$1,476,672.00
The Contract Time will be (increased) decreased) (unchanged) by	(0) Days
The date of Substantial Completion as of the date of this Change Order therefore is	

NOTE: This summary does not reflect changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive.

Richard Henry Behr Architect P.C.
ARCHITECT
1 Chase Rd
Address
Scarsdale, NY 10583

Allied World
CONTRACTOR
30 South 17th Street, 16th Floor
Address
Philadelphia, PA 19103

Village of Irvington
OWNER
85 Main Street
Address
Irvington, NY

BY Joseph Plouffe
Digitally signed by Joseph Plouffe
DN: cn=Joseph Plouffe, o=Richard
Henry Behr Architect, ou,
email=jplouffe@rha.com, c=US
Date: 2016.11.07 15:05:23 -0500

Handwritten signature
MCG FOR
ALLIED WORLD

BY

DATE 11/7/16

DATE: 11/01/16

DATE

**CHANGE
ORDER # 4**

AIA DOCUMENT G701

OWNER
ARCHITECT
CONTRACTOR
FIELD
OTHER

X
X
X

PROJECT:
Irvington Façade Restorations
85 Main Street
Irvington, NY

CHANGE ORDER NUMBER: 4
DATE: 11/02/16
ARCHITECT'S PROJECT NO.: 2014 05
CONTRACT DATE: 7/05/16

TO CONTRACTOR:
Allied World Specialty Insurance Company
30 South 17th Street, 16th Floor
Philadelphia, PA 19103

The Contract is changed as follows:

**Exterior Casings - Remove and Replace by Mark Butkovich:
Removal of old casings and installation of new custom cut oak. Profile to facilitate the proper
installation of new storm windows. Work will be performed on first and second floors.**

Not valid until signed by the Owner, Architect and Contractor.

The original (Contract Sum) (Guaranteed maximum Price) was	\$1,392,200.00
Net change by previously authorized Change orders	\$84,472.00
The (Contract Sum) (Guaranteed maximum Price) prior to this Change order was	\$1,476,672.00
The (Contract Sum) (Guaranteed maximum price) will be (increased) (decreased) (unchanged) by this Change Order in the amount of	\$12,550.00
The new (Contract Sum) (Guaranteed maximum Price) including this Change order will be	\$1,489,222.00
The Contract Time will be (increased) decreased) (unchanged) by	(0) Days
The date of Substantial Completion as of the date of this Change Order therefore is	

NOTE: This summary does not reflect changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive.

Richard Henry Behr Architect P.C.
ARCHITECT
1 Chase Rd
Address
Scarsdale, NY 10583

Allied World
CONTRACTOR
30 South 17th Street, 16th Floor
Address
Philadelphia, PA 19103

Village of Irvington
OWNER
85 Main Street
Address
Irvington, NY

Joseph
BY Plouffe

Digitally signed by Joseph Plouffe
DN: cn=Joseph Plouffe, o=Richard
Henry Behr Architect, ou
email=jplouffe@rhbbc.com, c=US
Date: 2016.11.07 15:01:48 -0500

MCG FOR
ALLIED WORLD

BY

DATE 11/7/16

DATE: 11/01/16

DATE

**CHANGE
ORDER # 5**

AIA DOCUMENT G701

OWNER
ARCHITECT
CONTRACTOR
FIELD
OTHER

X
X
X

PROJECT:
Irvington Façade Restorations
85 Main Street
Irvington, NY

CHANGE ORDER NUMBER: 5
DATE: 11/02/16
ARCHITECT'S PROJECT NO.: 2014 05
CONTRACT DATE: 7/05/16

TO CONTRACTOR:
Allied World Specialty Insurance Company
30 South 17th Street, 16th Floor
Philadelphia, PA 19103

The Contract is changed as follows:

**Replace entire glass block unit / window at rear wall
Work to be performed by Louis Scopelitti - Mason**

Not valid until signed by the Owner, Architect and Contractor.

The original (Contract Sum) (Guaranteed maximum Price) was	\$1,392,200.00
Net change by previously authorized Change orders	\$84,472.00
The (Contract Sum) (Guaranteed maximum Price) prior to this Change order was	\$1,476,672.00
The (Contract Sum) (Guaranteed maximum price) will be (increased) (decreased) (unchanged) by this Change Order in the amount of	\$870.00
The new (Contract Sum) (Guaranteed maximum Price) including this Change order will be	\$1,477,542.00
The Contract Time will be (increased) decreased) (unchanged) by	(0) Days
The date of Substantial Completion as of the date of this Change Order therefore is	

NOTE: This summary does not reflect changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive.

Richard Henry Behr Architect P.C.
ARCHITECT
1 Chase Rd
Address
Scarsdale, NY 10583

Allied World
CONTRACTOR
30 South 17th Street, 16th Floor
Address
Philadelphia, PA 19103

Village of Irvington
OWNER
85 Main Street
Address
Irvington, NY

BY Joseph Plouffe
Digitally signed by Joseph Plouffe
DN: cn=Joseph Plouffe, o=Richard
Henry Behr Architect, inc,
email=jplouffe@rhhba.com, c=US
Date: 2016.11.07 15:02:46 -0500

Signature AIA G 701
Allied World

BY

DATE 11/7/16

DATE: 11/01/16

DATE

**RESOLUTION 2016-XXX
INTER-MUNICIPAL AGREEMENT BETWEEN THE TOWNS OF GREENBURGH AND
NORTH CASTLE AND THE VILLAGES OF ARDSLEY, DOBBS FERRY, ELMSFORD,
HASTINGS-ON-HUDSON, IRVINGTON, TARRYTOWN AND SLEEPY HOLLOW TO FORM
A TASK FORCE AIMED AT DRUG AND ALCOHOL ENFORCEMENT**

Trustee offered the following resolution, which was seconded by Trustee and adopted:

RESOLVED to approve an inter-municipal agreement between the Towns of Greenburgh and North Castle and the Villages of Ardsley, Dobbs Ferry, Elmsford, Hastings-on-Hudson, Irvington, Tarrytown and Sleepy Hollow to form a task force aimed at drug and alcohol enforcement and to authorize the Village Administrator to execute said agreement.

AGREEMENT PURSUANT TO GENERAL MUNICIPAL LAW ARTICLE 5-G, SECTION 119-O BETWEEN THE TOWNS OF GREENBURGH AND NORTH CASTLE, AND THE VILLAGES OF ARDSLEY, DOBBS FERRY, ELMSFORD, HASTINGS-ON-HUDSON, IRVINGTON, TARRYTOWN, AND SLEEPY HOLLOW TO FORM A TASK FORCE AIMED AT DRUG AND ALCOHOL ENFORCEMENT

This AGREEMENT amends and restates the terms of the Agreement made pursuant to General Municipal Law Article 5-G, Section 119-O between the Town of Greenburgh and the Villages of Ardsley, Dobbs Ferry, Hastings-On- Hudson, Irvington, Sleepy Hollow and Tarrytown, which Agreement term commenced on July 1st, 2004 (the "Prior Agreement"). This Amended and Restated Agreement shall constitute the "Agreement" as defined below and shall amend and restate the terms of the Prior Agreement in its entirety.

This AGREEMENT (the "Agreement") is made this ____ day of _____, 2016, by and between the Village of Ardsley, a municipal corporation organized and existing under the laws of the State of New York, located at 507 Ashford Avenue, Ardsley, New York, 10502 ("Ardsley"), the Village of Dobbs Ferry, a municipal corporation organized and existing under the laws of the State of New York, located at 112 Main Street, Dobbs Ferry, New York 10522 ("Dobbs Ferry"), the Village of Elmsford, a municipal corporation organized and existing under the laws of the State of New York, located at 15 South Stone Avenue, Elmsford, New York, 10523 ("Elmsford"), the Town of Greenburgh, a municipal corporation organized and existing under the laws of the State of New York, located at 177 Hillside Avenue, White Plains, New York 10607 ("Greenburgh"), the Village of Hastings-on-Hudson, a municipal corporation organized and existing under the laws of the State of New York, located at 7 Maple Avenue, Hastings-on-Hudson, New York 10706 ("Hastings"), the Village of Irvington, a municipal corporation organized and existing under the laws of the State of New York, located at 55 Main Street, Irvington, New York 10533 ("Irvington"), the Town of North Castle, a municipal corporation organized and existing under the laws of the State of New York, located at 15 Old Bedford Road, Armonk, New York 10504 ("North Castle"), the Village of Sleepy Hollow, a municipal corporation organized and existing under the laws of the State of New York, located at 28 Beekman Avenue, Sleepy Hollow, New York 10591 ("Sleepy Hollow"), and the Village of Tarrytown, a municipal corporation organized and existing under the laws of the State of New York, located at One Depot Plaza, Tarrytown, New York 10591 ("Tarrytown").

WITNESSETH

WHEREAS, for the purposes of this Agreement, the term TASK FORCE shall mean a Unit consisting of plain clothes police officers from the respective jurisdictions of Ardsley, Dobbs Ferry, Elmsford, Greenburgh, Hastings, Irvington, North Castle, Sleepy Hollow and Tarrytown duly formed to effectuate a joint service committed to the reduction of drug and alcohol related crime through undercover operations;

WHEREAS, the Villages of Ardsley, Dobbs Ferry, Elmsford, Hastings, Irvington, Sleepy Hollow and Tarrytown and the Towns of Greenburgh and North Castle (collectively, the "Municipalities") are members of the TASK FORCE;

WHEREAS, the TASK FORCE, as a joint service, is charged with extra- territorial jurisdiction to make arrests and execute warrants within the respective jurisdictions of the Municipalities as necessary for the undertaking of this Agreement;

WHEREAS, the TASK FORCE will be headquartered out of the Tarrytown Police Department;

WHEREAS, the Towns of Greenburgh and North Castle, and the Villages of Ardsley, Dobbs Ferry, Elmsford, Hastings, Irvington, Sleepy Hollow and Tarrytown require that the Municipalities in the TASK FORCE provide indemnification, representation, warranties, and covenants and other matters described in the Agreement for the benefit of the Municipalities;

NOW THEREFORE, BE IT AGREED by and between Ardsley, Dobbs Ferry, Elmsford, Greenburgh, Hastings, Irvington, North Castle, Sleepy Hollow and Tarrytown, and their successors and assigns, for the consideration named herein as follows:

1. SCOPE OF TASKFORCE

The Municipalities agree to commit police officer(s) from their respective jurisdictions to the Task Force in accordance with their capabilities to do so in order to conduct undercover operations aimed at the enforcement of drug and alcohol related crime.

2. APPROVAL, DURATION AND TERMINATION

A. This Agreement shall not be effective until approved by a majority vote, as required by Section

119-O of the General Municipal Law, of the governing body of each Municipality.

- B. The initial term of this Agreement shall be five years, which term shall commence upon the execution of this Agreement by the last signing party. Upon expiration the terms herein shall continue, however, until all legislative bodies have held their respective organizational meetings. At such meetings, this agreement shall be considered for renewal, and if approved by each legislative body, such renewal shall be made effective November 1st, 2021.*
- C. A Municipality may terminate any rights and obligations under this Agreement at any time by giving thirty days (30) written notice to each of the parties to the Agreement as provided herein.*

3. CONSIDERATION

- A. In exchange for the commitment of police officer(s) by Ardsley, Dobbs Ferry, Elmsford, Hastings, Irvington, North Castle, Sleepy Hollow and Tarrytown to the Task Force, Greenburgh agrees to provide the supervision and the necessary resources of its Police Department.
- B. Any forfeiture of monies expended in furtherance of this Agreement shall be shared equally among the participating Municipalities.

4. INSURANCE

- A. With regard to any activities on property owned or maintained by the respective Municipalities, the Municipalities agree to secure and maintain throughout the term of this Agreement, general liability, property damage and automobile liability insurance sufficient to protect the Municipalities for personal injury, including accidental death, as well as claims for property damage which may arise out of the activities of the Task Force under this Agreement. The amounts of such insurance shall not be less than \$1,000,000 per occurrence.
- B. The respective Municipalities agree to name each other as additional insured parties on all relevant policies and uses.
- C. The Municipalities agree to furnish copies of their respective insurance policies with the above insurance requirements to each other, as designated herein, within five (5) business days of the date of execution of this Agreement.
- D. The parties agree to report to each other any accident or claim arising out of Task Force activities as soon as possible and not later than three (3) business days from the time of such accident or claim. The parties agree to make available to each other all employees who are witnesses or who are knowledgeable about any accident or claim.

5. INDEMNIFICATION and SAVE HARMLESS

- A. The Town of Greenburgh covenants and agrees at its sole cost to indemnify and hold harmless the Town of North Castle and the Villages of Ardsley, Dobbs Ferry, Elmsford, Hastings, Irvington, Sleepy Hollow and Tarrytown their officers, agents, employees, volunteers, successors and assigns of any and all of the foregoing, harmless from and against all liability, including expenses, attorneys' fees, losses and claims, demands, payments, suits, administrative or judicial actions or proceedings, obligations, debts, damages, costs of assessing damages or losses, litigation costs, recoveries and judgments of any nature and description whatsoever resulting from any claim or claims arising out of any act or omission by the Town of Greenburgh, its officers, agents, employees, volunteers, successors and assigns of any and all of the foregoing arising out of their activities undertaken within the scope of this of this Agreement.
- B. In the event of any action or proceeding commenced against the Town of North Castle, and/or the Villages of Ardsley, Dobbs Ferry, Elmsford, Hastings, Irvington, Sleepy Hollow and Tarrytown, their officers, agents, employees, volunteers, successors and assigns of any and all of the foregoing, which is asserted to be within the indemnification coverage of Section 5, Paragraph A, the respective Municipality/Municipalities shall give prompt written notice thereof to the Town of Greenburgh as provided herein, and the Town of Greenburgh shall defend same by attorneys and other professionals approved by the respective Municipality/Municipalities- which approval shall not be unreasonably withheld. The Municipalities agree to cooperate with each other as reasonably required for the defense of any such action.
- C. The Town of North Castle covenants and agrees at its sole cost to indemnify and hold harmless the Town of Greenburgh and the Villages of Ardsley, Dobbs Ferry, Elmsford, Hastings, Irvington, Sleepy Hollow and Tarrytown their officers, agents, employees, volunteers, successors and assigns of any and all of the foregoing, harmless from and against all liability, including expenses, attorneys' fees, losses and claims, demands, payments, suits, administrative or judicial actions or proceedings, obligations, debts, damages, costs of assessing damages or losses, litigation costs, recoveries and judgments of any nature and description whatsoever resulting from any claim or claims arising out of any act or omission by the Town of North Castle, its officers, agents, employees, volunteers, successors and assigns of any and all of the foregoing arising out of their activities undertaken within the scope of this of this Agreement.

- D. In the event of any action or proceeding commenced against the Town of Greenburgh, and/or the Villages of Ardsley, Dobbs Ferry, Elmsford, Hastings, Irvington, Sleepy Hollow and Tarrytown, their officers, agents, employees, volunteers, successors and assigns of any and all of the foregoing, which is asserted to be within the indemnification coverage of Section 5, Paragraph C, the respective Municipality/Municipalities shall give prompt written notice thereof to the Town of North Castle as provided herein, and the Town of North Castle shall defend same by attorneys and other professionals approved by the respective Municipality/Municipalities- which approval shall not be unreasonably withheld. The Municipalities agree to cooperate with each other as reasonably required for the defense of any such action.
- E. The Village of Ardsley covenants and agrees at its sole cost to indemnify and hold harmless the Towns of Greenburgh and North Castle, the Villages of Dobbs Ferry, Elmsford, Hastings, Irvington, Sleepy Hollow and Tarrytown, their officers, agents, employees, volunteers, successors and assigns of any and all of the foregoing, harmless from and against all liability, including expenses, attorneys' fees, losses and claims, demands, payments, suits, administrative or judicial actions or proceedings, obligations, debts, damages, costs of assessing damages or losses, litigation costs, recoveries and judgments of any nature and description whatsoever resulting from any claim or claims arising out of any act or omission by the Village of Ardsley, its officers, agents, employees, volunteers, successors and assigns of any and all of the foregoing arising out of their activities undertaken within the scope of this Agreement.
- F. In the event of any action or proceeding commenced against the Towns of Greenburgh and/or North Castle, and/or the Villages of Dobbs Ferry, Elmsford, Hastings, Irvington, Sleepy Hollow and Tarrytown, their officers, agents, employees, volunteers, successors and assigns of any and all of the foregoing, which is asserted to be within the indemnification coverage of Section 5, Paragraph E, the respective Municipality/Municipalities shall give prompt written notice thereof to the Village of Ardsley as provided herein, and the Village of Ardsley shall defend same by attorneys and other professionals approved by the respective Municipality/Municipalities- which approval shall not be unreasonably withheld. The Municipalities agree to cooperate with each other as reasonably required for the defense of any such action.
- G. The Village of Dobbs Ferry covenants and agrees at its sole cost to indemnify and hold harmless the Towns of Greenburgh and North Castle, and the Villages of Ardsley, Elmsford, Hastings, Irvington, Sleepy Hollow and Tarrytown, their officers, agents, employees, volunteers, successors and assigns of any and all of the foregoing, harmless from and against all liability, including

expenses, attorneys' fees, losses and claims, demands, payments, suits, administrative or judicial actions or proceedings, obligations, debts, damages, costs of assessing damages or losses, litigation costs, recoveries and judgments of any nature and description whatsoever resulting from any claim or claims arising out of any act or omission by the Village of Dobbs Ferry, its officers, agents, employees, volunteers, successors and assigns of any and all of the foregoing arising out of their activities undertaken within the scope of this Agreement.

- H. In the event of any action or proceeding commenced against the Towns of Greenburgh and/or North Castle, and/or the Villages of Ardsley, Elmsford, Hastings, Irvington, Sleepy Hollow and Tarrytown, their officers, agents, employees, volunteers, successors and assigns of any and all of the foregoing, which is asserted to be within the indemnification coverage of Section 5, Paragraph G, the respective Municipality/Municipalities shall give prompt written notice thereof to the Village of Dobbs Ferry as provided herein, and the Village of Dobbs Ferry shall defend same by attorneys and other professionals approved by the respective Municipality /Municipalities, which approval shall not be unreasonably withheld. The Municipalities agree to cooperate with each other as reasonably required for the defense of any such action.
- I. The Village of Elmsford covenants and agrees at its sole cost to indemnify and hold harmless the Towns of Greenburgh and North Castle, the Villages of Ardsley, Dobbs Ferry, Hastings, Irvington, Sleepy Hollow and Tarrytown, their officers, agents, employees, volunteers, successors and assigns of any and all of the foregoing, harmless from and against all liability, including expenses, attorneys' fees, losses and claims, demands, payments, suits, administrative or judicial actions or proceedings, obligations, debts, damages, costs of assessing damages or losses, litigation costs, recoveries and judgments of any nature and description whatsoever resulting from any claim or claims arising out of any act or omission by the Village of Elmsford, its officers, agents, employees, volunteers, successors and assigns of any and all of the foregoing arising out of their activities undertaken within the scope of this Agreement.
- J. In the event of any action or proceeding commenced against the Towns of Greenburgh and/or North Castle, and/or the Villages of Ardsley, Dobbs Ferry, Hastings, Irvington, Sleepy Hollow and Tarrytown, their officers, agents, employees, volunteers, successors and assigns of any and all of the foregoing, which is asserted to be within the indemnification coverage of Section 5, Paragraph I, the respective Municipality/Municipalities shall give prompt written notice thereof to the Village of Elmsford as provided herein, and the Village of Elmsford shall defend same by attorneys and other professionals approved by the respective Municipality/Municipalities-

which approval shall not be unreasonably withheld. The Municipalities agree to cooperate with each other as reasonably required for the defense of any such action.

- K. The Village of Hastings covenants and agrees at its sole cost to indemnify and hold harmless the Towns of Greenburgh and North Castle, the Villages of Ardsley, Dobbs Ferry, Elmsford, Irvington, Sleepy Hollow and Tarrytown, their officers, agents, employees, volunteers, successors and assigns of any and all of the foregoing, harmless from and against all liability, including expenses, attorneys' fees, losses and claims, demands, payments, suits, administrative or judicial actions or proceedings, obligations, debts, damages, costs of assessing damages or losses, litigation costs, recoveries and judgments of any nature and description whatsoever resulting from any claim or claims arising out of any act or omission by the Village of Hastings, its officers, agents, employees, volunteers, successors and assigns of any and all of the foregoing arising out of their activities undertaken within the scope of this Agreement.
- L. In the event of any action or proceeding commenced against the Towns of Greenburgh and/or North Castle, and/or the Villages of Ardsley, Dobbs Ferry, Elmsford, Irvington, Sleepy Hollow and Tarrytown, their officers, agents, employees, volunteers, successors and assigns of any and all of the foregoing, which is asserted to be within the indemnification coverage of Section 5, Paragraph K, the respective Municipality/Municipalities shall give prompt written notice thereof to the Village of Hastings as provided herein, and the Village of Hastings shall defend same by attorneys and other professionals approved by the respective Municipality/Municipalities- which approval shall not be unreasonably withheld. The Municipalities agree to cooperate with each other as reasonably required for the defense of any such action.
- M. The Village of Irvington covenants and agrees at its sole cost to indemnify and hold harmless the Towns of Greenburgh and North Castle, the Villages of Ardsley, Dobbs Ferry, Elmsford, Hastings, Sleepy Hollow, and Tarrytown, their officers, agents, employees, volunteers, successors and assigns of any and all of the foregoing, harmless from and against all liability, including expenses, attorneys' fees, losses and claims, demands, payments, suits, administrative or judicial actions or proceedings, obligations, debts, damages, costs of assessing damages or losses, litigation costs, recoveries and judgments of any nature and description whatsoever resulting from any claim or claims arising out of any act or omission by the Village of Irvington, its officers, agents, employees, volunteers, successors and assigns of any and all of the foregoing arising out of their activities undertaken within the scope of this Agreement.

- N. In the event of any action or proceeding commenced against the Towns of Greenburgh and/or North Castle, and/or the Villages of Ardsley, Dobbs Ferry, Elmsford, Hastings, Sleepy Hollow and Tarrytown, their officers, agents, employees, volunteers, successors and assigns of any and all of the foregoing, which is asserted to be within the indemnification coverage of Section 5, Paragraph M, the respective Municipality/Municipalities shall give prompt written notice thereof to the Village of Irvington as provided herein, and the Village of Irvington shall defend same by attorneys and other professionals approved by the respective Municipality/Municipalities- which approval shall not be unreasonably withheld. The Municipalities agree to cooperate with each other as reasonably required for the defense of any such action.
- O. The Village of Sleepy Hollow covenants and agrees at its sole cost to indemnify and hold harmless the Towns of Greenburgh and North Castle, the Villages of Ardsley, Dobbs Ferry, Elmsford, Hastings, Irvington and Tarrytown, their officers, agents, employees, volunteers, successors and assigns of any and all of the foregoing, harmless from and against all liability, including expenses, attorneys' fees, losses and claims, demands, payments, suits, administrative or judicial actions or proceedings, obligations, debts, damages, costs of assessing damages or losses, litigation costs, recoveries and judgments of any nature and description whatsoever resulting from any claim or claims arising out of any act or omission by the Village of Sleepy Hollow, its officers, agents, employees, volunteers, successors and assigns of any and all of the foregoing arising out of their activities undertaken within the scope of this Agreement.
- P. In the event of any action or proceeding commenced against the Towns of Greenburgh and/or North Castle and/or the Villages of Ardsley, Dobbs Ferry, Elmsford, Hastings, Irvington and Tarrytown, their officers, agents, employees, volunteers, successors and assigns of any and all of the foregoing, which is asserted to be within the indemnification coverage of Section 5, Paragraph O, the respective Municipality/Municipalities shall give prompt written notice thereof to the Village of Sleepy Hollow as provided herein, and the Village of Sleepy Hollow shall defend same by attorneys and other professionals approved by the respective Municipality/Municipalities- which approval shall not be unreasonably withheld. The Municipalities agree to cooperate with each other as reasonably required for the defense of any such action.
- Q. The Village of Tarrytown covenants and agrees at its sole cost to indemnify and hold harmless the Towns of Greenburgh, North Castle, the Villages of Ardsley, Dobbs Ferry, Elmsford, Hastings, Irvington and Sleepy Hollow, their officers, agents, employees, volunteers, successors and assigns of any and all of the foregoing, harmless from and against all liability, including expenses,

attorneys' fees, losses and claims, demands, payments, suits, administrative or judicial actions or proceedings, obligations, debts, damages, costs of assessing damages or losses, litigation costs, recoveries and judgments of any nature and description whatsoever resulting from any claim or claims arising out of any act or omission by the Village of Tarrytown, its officers, agents, employees, volunteers, successors and assigns of any and all of the foregoing arising out of their activities undertaken within the scope of this Agreement.

- R. In the event of any action or proceeding commenced against the Towns of Greenburgh and/or North Castle and/or the Villages of Ardsley, Dobbs Ferry, Elmsford, Hastings, Irvington and Sleepy Hollow, their officers, agents, employees, volunteers, successors and assigns of any and all of the foregoing, which is asserted to be within the indemnification coverage of Section 5, Paragraph Q, the respective Municipality/Municipalities shall give prompt written notice thereof to the Village of Tarrytown as provided herein, and the Village of Tarrytown shall defend same by attorneys and other professionals approved by the respective Municipality/Municipalities- which approval shall not be unreasonably withheld. The Municipalities agree to cooperate with each other as reasonably required for the defense of any such action.
- S. The Municipalities acknowledge and agree that the provisions of this section are intended to survive the expiration and/or the termination of this Agreement.

6. AUTHORITY FOR EXECUTION

The respective representatives of each Municipality who executed this Agreement on the behalf of their respective Municipal Corporations, are duly authorized and empowered to execute this Agreement.

7. NOTICES

Any and all notices, communications, payments and demands required under this Agreement shall be made in writing, addressed as follows, or to such other address as may be hereafter designated, in writing, by each party hereto:

To Ardsley:

Village Manager
Village of Ardsley
507 Ashford Avenue

Ardsey, New York 10502

To Dobbs Ferry:

Village Clerk
Village of Dobbs Ferry
112 Main Street
Dobbs Ferry, New York 10522

To Elmsford:

Village Administrator
Village of Elmsford
15 South Stone Avenue
Elmsford, New York 10523

To Greenburgh:

Town Supervisor
Town of Greenburgh
177 Hillside Avenue
White Plains, New York 10607

To Hastings:

Village Manager
Village of Hastings-On-Hudson
7 Maple Avenue
Hastings-On-Hudson, New York 10706

To Irvington:

Village Clerk
Village of Irvington
85 Main Street
Irvington, New York 10533

To North Castle:

Village Administrator
Town of North Castle
15 Old Bedford Road
Armonk, New York 10504

To Sleepy Hollow:

Village Administrator
Village of Sleepy Hollow
28 Beekman Avenue
Sleepy Hollow, New York 10591

To Tarrytown:

Village Administrator
Village of Tarrytown
One Depot Plaza

Tarrytown, New York 10591

8. WAIVER

No waiver of any breach or of any condition of this Agreement will be binding unless executed in writing and signed by the party waiving such breach. No such waiver shall in any way affect any other term or condition of this Agreement or constitute a cause or excuse for a repetition of such any or other breach unless the waiver shall include the same.

9. ENTIRE UNDERSTANDING

This Agreement contains the entire understanding of the parties who hereby acknowledge that there has been and are no representation, warranties, covenant or understandings other than those expressly set forth herein.

10. MODIFICATION

Neither this Agreement nor any provision hereof, shall be amended or modified, or deemed amended or modified, except by an agreement in writing duly subscribed and acknowledged by all parties to this Agreement with the same formality as this Agreement.

11. BINDING EFFECT

This Agreement shall be binding upon, and enure to the benefit of, the parties, their heirs, successors and assigns.

12. LEGAL INTERPRETATION

All matters affecting the interpretation of this Agreement and the rights of the parties hereto shall be governed by the laws of the State of New York.

13. COUNTERPARTS

This Agreement may be executed in one or more counterparts by some or all of the parties hereto, each of which counterparts shall be an original and all of which together shall constitute a single agreement. The failure of any party hereto to execute this Agreement, or any counterpart hereof, shall not relieve the other signatories from their obligations hereunder.

IN WITNESS THEREOF, the Towns of Greenburgh and North Castle, and the Villages of Ardsley, Dobbs Ferry, Elmsford, Hastings, Irvington, Sleepy Hollow, and Tarrytown, have agreed to the terms and conditions set forth herein.