AGENDA FOR BOARD OF TRUSTEES REGULAR MEETING
VILLAGE OF IRVINGTON, NY
THURSDAY, JANUARY 5, 2017 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. Appointment of Police Officer Huth

4. Announcements
   a. Checks over $25K

5. Correspondence
   a.

6. Public comment (*please limit comments to no more than 3 minutes*)

7. Consent Agenda
   a. Minutes of the Village Board from the Regular Meeting held on December 19, 2016
   b. Standard Mileage Reimbursement for Business Use of Personal Vehicle

8. Public hearing to consider a local law amending the Code with respect to solar energy equipment

9. Approval of an inter-municipal agreement with the Town of Greenburgh regarding the town's use of the Irvington sewer system

10. Approval of an extension agreement with Westchester County for access to telecommunications services

11. Approval of an Inter-municipal agreement with the Town of Greenburgh regarding the East Irvington Fire Protection District for 2017

12. Approval to reject all bids for the Station Road Culvert project (#2016-29)

13. Volunteer appointment to the Irvington Recreation & Parks Advisory Committee

14. 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

15. Public comment (*please limit comments to no more than 3 minutes*)

16. Review of action items

17. Adjournment

RESOLUTION 2017-XXX
APPOINTMENT OF POLICE OFFICER HUTH

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

RESOLVED to appoint Jessica Huth to the position of Police Officer Grade V, at an annual salary of $56,133 effective January 5, 2017 subject to completion of a probationary period of not less than 12 weeks and not more than 52 weeks.

4a

Brenda Jeselnik

From:	Brenda Jeselnik
Sent:	Friday, December 30, 2016 12:33 PM
To:	Larry Schopfer; 'Brian Smith (bsmith@irvingtonny.gov)'; 'ckehoe@irvingtonny.gov'; 'Janice Silverberg (jsilverberg@irvingtonny.gov)'; 'Larry Lonky'; 'Mark Gilliland (mg@markg.org)'
Subject:	FW: Checks over 25K - Correction

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

Vendor: O'Connor Davies, LLP
Purpose: Village and Court Audits for FYE 5/31/2016
Budget: General Fund Budget
Total Amount: $27,000

(This amount is not higher than past years, but usually paid in two installments and under the $25K threshold)

Brenda M. Jeselnik
Village Clerk-Treasurer
Village of Irvington
85 Main Street
Irvington, NY 10533
Tel: (914) 231-3020
Fax: (914) 591-4072

7a

DRAFT

REGULAR MEETING OF THE MAYOR AND BOARD OF TRUSTEES
OF THE VILLAGE OF IRVINGTON, NY
HELD ON MONDAY, DECEMBER 19, 2016 AT 7:00PM
AT VILLAGE HALL, 85 MAIN STREET, IRVINGTON, NY

Present: Brian C. Smith, Mayor
Constance M. Kehoe, Trustee
Mark Gilliland, Trustee
Janice V. Silverberg, Trustee
Laurence Lonky, 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.

There was a moment of silence in memory of Donald Costello, lifelong resident, former employee and member of the Irvington Volunteer Fire Department for over 51 years.

Announcements

a. Mayor Smith made a motion to hold a Public hearing on January 5, 2017 at 7 p.m. in Village Hall to consider a local law amending the Code with respect to solar energy equipment. The motion was seconded by Trustee Silverberg and unanimously approved.
b. Checks over $25K
c. Season's greeting for a Merry Christmas / Happy Hanukah and New Year

There was no correspondence submitted for this meeting.

Mayor Smith opened the floor for comments from the public. Kristen Woll took to the podium to offer suggestions to upcoming amendments to the local law pertaining to solar energy and its impact within the historic district.

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

RESOLVED to approve the minutes of the Annual Organizational and Regular Meeting of the Village Board held on December 5, 2016.

The vote resulted as follows:

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

RESOLUTION 2016-186
APPOINTMENT OF PERSONNEL IN WATER DEPARTMENT

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

RESOLVED to appoint Raymond Ross, Jr. to the temporary position of Water & Sewer Maintenance Worker Grade II at an annual salary of $65,616.00 effective December 20, 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, Silverberg and Lonky)
NAYS:	0	

RESOLUTION 2016-187
APPOINTMENT OF PERSONNEL IN DEPARTMENT OF PUBLIC WORKS

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

RESOLVED to appoint David Ventura to the position of Laborer Step 1 at an annual salary of $43,274.00 effective December 20, 2016 subject to completion of a probationary period of not less than 12 weeks and not more than 52 weeks; and

BE IT FURTHER RESOLVED to make the following appointments to the Department of Public Works effective December 20, 2016:

Name	Rate	Status
Joseph Galano	$17.00 per hour	P/T Laborer -permanent
Anthony Buccheri	$40.00 per hour	P/T Laborer (Driver) – temporary help as needed

The vote resulted as follows:

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

RESOLUTION 2016-188
APPROVAL OF AN INTERMUNICIPAL AGREEMENT WITH THE TOWN OF GREENBURGH REGARDING THE EAST IRVINGTON FIRE PROTECTION DISTRICT FOR 2016

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

WHEREAS, the Village of Irvington and Town of Greenburgh have reached agreement on the provision of fire protection services for the East Irvington Fire Protection District for the periods January 1, 2016 through December 31, 2016; and

WHEREAS, the payment due from the Town of Greenburgh under said agreement is $88,908.00 for 2016; the subsequent payment due from the Village of Irvington to the Irvington Fire Company is $31,118.00 for 2016;

NOW THEREFORE BE IT RESOLVED to authorize the Mayor to execute an inter-municipal agreement with the Town of Greenburgh regarding the East Irvington Fire Protection District subject to final review by the Village Attorney; and further

RESOLVED, to authorize the Clerk/Treasurer upon receipt of payment from the Town of Greenburgh to make a payment of $31,118.00 for 2016 to the Irvington Fire Company in accordance with the terms and conditions of the inter-municipal agreement.

The vote resulted as follows:

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

RESOLUTION 2016-189
APPROVAL OF INTER-MUNICIPAL AGREEMENT WITH WESTCHESTER COUNTY FOR THE REPOSITORY FOR INTEGRATED CRIMINALISTIC INFORMATION (RICI)

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

WHEREAS, it is necessary to participate in Westchester County's Repository for Integrated Criminalistic Information (RICI) system in order to allow for continued use of the LiveScan system; and

WHEREAS, the previously approved RICI agreement will expire on January 31, 2017; now therefore be it

RESOLVED, to approve the inter-municipal agreement with Westchester County for the continued use of the RICI system and to authorize the Village Administrator to execute said agreement.

The vote resulted as follows:

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

RESOLUTION 2016-190
APPROVAL OF GRANT AGREEMENT WITH THE NEW YORK STATE DEPARTMENT OF STATE/THRUWAY AUTHORITY

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

RESOLVED to approve the grant agreement with the New York State Thruway Authority to provide $150,000 for the Route 9 Corridor Active Transportation Feasibility Study and Conceptual Design Plan, and

FURTHER RESOLVED to authorize the Village Administrator to execute said agreement and any other documents necessary to effectuate the provisions of the grant.

The vote resulted as follows:

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

RESOLUTION 2016-191
APPROVAL OF A FILMING PERMIT FOR WOODRIDGE PRODUCTIONS INC.

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

RESOLVED to approve the filming permit for Woodridge Productions Inc. for filming at 67 North Broadway on December 13, 2016 for a permit fee of $1,000.

The vote resulted as follows:

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

Trustee Gilliland reiterated from past meetings the nee for new volunteers to serve on the Environmental Conservation Board.

Trustee Lonky highlighted recent activities of the Recreation and Parks Department noting the well-attended Senior Holiday Party, the Holiday Basket home delivery program and that park bathrooms are now closed for the season.

Trustee Kehoe reported on activities of the Water Department noting work on the Lead and Copper System Survey for the New York State Department of Health and installation of "quick connections" for fire hydrants. She also reported on the Department of Public Works noting installations of signs for the Traffic Calming imitative and road clearing during the recent winter storms.

Village Administer, Larry Schopfer, reported on an upcoming meeting the Mercy College and sidewalk enhancements.

Clerk/Treasurer, Brenda Jeselnik reported on the release by the State Comptroller the property tax cap rate for the 2017-18 budget and that the budget process will start after the Holidays.

Mayor Smith opened the floor to public comment, however there were no additional comments offered.

After a review of current action items, Mayor Smith made a motion to go into executive session regarding a volunteer personnel matter. Trustee Gilliland seconded the motion and it was unanimously approved.

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

_____

Brenda Jeselnik, Clerk-Treasurer

RESOLUTION 2017-XXX
STANDARD MILEAGE REIMBURSEMENT RATE FOR BUSINESS USE OF A PERSONAL VEHICLE EFFECTIVE JANUARY 1, 2017

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

RESOLVED that the standard mileage reimbursement rate for business use of personal vehicle shall be set at 53.5¢ effective January 1, 2017.

RESOLUTION 2017-XXX
ADOPTION OF LOCAL LAW AMENDING THE IRVINGTON CODE WITH RESPECT TO SOLAR ENERGY EQUIPMENT

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

RESOLVED to adopt a local law amending the Irvington Code with respect to solar energy equipment; and,

FURTHER RESOLVED to adopt the solar energy equipment guidelines dated December 21, 2016.

LOCAL LAW_____OF 2017

AMENDING THE IRVINGTON CODE WITH RESPECT TO SOLAR ENERGY EQUIPMENT
(December 15, 2016)

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

Section 1: Section 9-6 of the Code of the Village of Irvington (Board of Architectural Review; Building permit applications) is hereby amended to read as follows (deleted language ~~stricken~~; new language in *italics*):

Every application for a building permit for the construction, reconstruction or alteration of a one- or two-family dwelling or any other structure in excess of 2,000 cubic feet of cubical content, ~~proposed for construction within a residence district or identified on the Building Zone Map, or for the construction, reconstruction or alteration of any structure in excess of 2,000 cubical contents proposed for construction within a business zone as identified on said map,~~ or for a permit for the erection of signs, *solar energy equipment,* walls or fences, shall be filed with the Building Inspector at least 10 days prior to the next scheduled meeting of the Board of Architectural Review, and such application shall be approved or disapproved by the Board of Architectural Review, provided that the Building Inspector has certified that the application is appropriate for review by the Board of Architectural Review.

Section 2: A new section is hereby added to Chapter 9 (Board of Architectural Review), to read as follows:

§ 9-12. Solar Energy Equipment.

A. For any application for a building permit for solar energy equipment, written notice of the application and the date, time and place of the meeting at which it will be considered must be given to all adjacent property* owners not less than 10 days prior to the meeting date. Notice shall be by a method of mail or a delivery service company providing proof of mailing or delivery or by personal service of such notice on the property owners, evidenced by their signature as acknowledgment of receipt of such notice on a form supplied or similar to one supplied by the Village Clerk. Proof of service of the notice shall be filed prior to or at the meeting at which the application is considered.

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* "Adjacent property" refers to any neighbor that shares a property line with the subject property as well as neighbors across any street from the subject property.

B. In reviewing building permits for solar energy equipment, notwithstanding § 9-7, the Board of Architectural Review shall follow the Solar Energy Equipment Guidelines adopted by the Board of Trustees.

Section 3: Section 224-3 of the Zoning Code (Definitions) is hereby amended by adding the following new definitions:

SOLAR ENERGY EQUIPMENT - Any cell, panel, or other device that converts, absorbs, or transforms solar energy, including equipment for photovoltaic and solar thermal systems, as well as any supply lines, return lines, control valves, wiring, meters, switches, modules, batteries, inverters or other devices and their cabinets associated with the installation or function of a solar energy system.

SOLAR ENERGY SYSTEM - A photovoltaic system, a solar thermal system or any other system by which solar energy is used to generate electricity or heat.

Section 4: Section 224-3 of the Zoning Code (Definitions) is hereby amended by adding the following paragraph to the examples in the definition of "BUILDING":

J. Solar energy equipment.

Section 5: Section 224-8.B of the Zoning Code (One-Family Residence Districts; Use regulations) is hereby amended by adding the following subsection to the list of permitted accessory uses:

(9) Solar energy equipment, provided it is used only to provide power for use by owners, lessees, tenants, residents or other occupants of the premises on which it is erected. Nothing contained in this provision shall be construed to prohibit the sale of excess power through a "net billing" or similar program in accordance with New York Public Service Law § 66-j or similar New York State or federal statute.

Section 6: Section 224-8.B(9) is hereby designated § 224-8.B(10).

Section 7: Subsection A of § 224-36 (Business District; Use regulations) is hereby amended by adding the following subsection to the list of permitted uses:

(17) Solar energy equipment, provided it is used only to provide power for use by owners, lessees, tenants, residents or other occupants of the premises on which it is erected. Nothing contained in this provision shall be construed

to prohibit the sale of excess power through a "net billing" or similar program in accordance with New York Public Service Law § 66-j or similar New York State or federal statute.

Section 8: Section 224-46.B(1) (Railroad District; Use regulations) is hereby amended by adding the following subsection to the list of permitted uses:

(n) Solar energy equipment, provided it is used only to provide power for use by owners, lessees, tenants, residents or other occupants of the premises on which it is erected. Nothing contained in this provision shall be construed to prohibit the sale of excess power through a "net billing" or similar program in accordance with New York Public Service Law § 66-j or similar New York State or federal statute.

Section 9: Subsection C of § 224-47.2 (Recreation District; Use regulations) is hereby amended by adding the following subsection to the list of permitted accessory uses:

(6) Solar energy equipment, provided it is used only to provide power for use by owners, lessees, tenants, residents or other occupants of the premises on which it is erected. Nothing contained in this provision shall be construed to prohibit the sale of excess power through a "net billing" or similar program in accordance with New York Public Service Law § 66-j or similar New York State or federal statute.

Section 10: All ordinances, local laws, and parts thereof inconsistent with this local law are hereby repealed.

Section 11: This local law shall take effect immediately upon filing in the office of the New York Secretary of State.

SOLAR ENERGY EQUIPMENT GUIDELINES

(December 21, 2016)

Statement of Purpose: Because it is in the public interest to provide for and encourage renewable energy systems and a sustainable quality of life, the purpose of these guidelines is to facilitate the development and operation of renewable energy systems based on sunlight. These guidelines are intended to balance the desirability and demand for alternative energy systems with maintaining the aesthetics of the Village, to minimize the potential for any negative impact by these systems, and to protect the health, safety and welfare of the residents of the Village. The Board of Architectural Review, pursuant to Village Code § 9-12, is to follow these guidelines in reviewing building permits for solar energy equipment.

Definitions: As used in these guidelines, the following terms shall have the meanings indicated:

FREESTANDING OR GROUND-MOUNTED – Directly installed in or on the ground and not attached or affixed to an existing structure.

SOLAR ENERGY EQUIPMENT - Any cell, panel, or other device that converts, absorbs, or transforms solar energy, including equipment for photovoltaic and solar thermal systems, as well as any supply lines, return lines, control valves, wiring, meters, switches, modules, batteries, inverters or other devices and their cabinets associated with the installation or function of a solar energy system.

SOLAR ENERGY SYSTEM - A photovoltaic system, a solar thermal system or any other system by which solar energy is used to generate electricity or heat.

Guidelines

1. All measures should be taken to avoid or mitigate any glare onto neighboring residential property or public rights-of-way.

2. Equipment shall be installed and screened in a manner that minimizes its visibility from surrounding properties and public rights-of-way while maintaining viability and functional integrity.

3. To the greatest extent practicable, solar energy equipment shall use materials, colors and textures designed to blend with the structure to which it is affixed.

4. Solar energy equipment may be mounted on a building or any section of the roof of a building provided it meets these guidelines and complies with the following

requirements:

(a) On a pitched roof facing a street or public way, the equipment must be mounted flush, with the plane of the system parallel with the roof surface, and shall be mounted as close to the roof surface as possible, but in no event may it be mounted more than 6 inches above the roof surface.

(b) On a pitched roof the highest point of the equipment at full extension shall not extend beyond the highest point of the roof to which it is attached and must be set back at least three feet from the roof edge and ridgeline.

(c) On a flat roof, the equipment shall not extend above any cornice or parapet. Where there is no cornice or parapet, the equipment shall be set back from the roof edges four feet for each foot of solar energy system height.

(d) Solar collector units shall be consolidated to one area on the roof to the greatest extent possible, and shall not be scattered in multiple groups on the roof.

(e) The equipment shall be installed so as to appear regular in shape and arranged in a pattern that conforms with the general shape and configuration of the roof upon which it is mounted and shall not damage or obscure character-defining features, such as dormers, chimney, roofline. When the arrangement of equipment is broken up by a building feature, the equipment shall be arranged symmetrically.

5. To the maximum extent possible, all solar energy equipment other than the collectors shall be located within the house or on the side or rear of the building.

6. Free standing and ground-mounted solar energy equipment shall comply with the following requirements:

(a) It shall be located in a side or rear yard only and shall comply with all setback requirements for a principal building.

(b) At full extension, it shall not exceed 6 ½ feet in height above the ground, as measured to the highest point on the equipment. If the ground level is raised or built up for the installation, this height will be measured from the preexisting ground level.

(c) It shall be fully screened from adjacent properties by fencing, a combination of evergreen and deciduous plantings which shall not be less than 6 ½ feet in height when installed, or, when possible and practicable, through the use of architectural features or screening that will harmonize with the character of the property and surrounding area.

(d) All exterior electrical lines must be buried below the surface of the ground where possible or be placed in a conduit.

RESOLUTION 2017-XXX
APPROVAL OF AN INTERMUNICIPAL AGREEMENT WITH THE TOWN OF GREENBURGH REGARDING THE TOWN'S USE OF THE IRVINGTON SEWER SYSTEM

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

RESOLVED to authorize the Mayor to execute an inter-municipal agreement with the Town of Greenburgh regarding the Town's use of the Irvington Sewer System.

AGREEMENT PURSUANT TO
TOWN LAW §§ 64, 198 and
GENERAL MUNICIPAL LAW ARTICLE 5-G
-BETWEEN-
THE TOWN OF GRENBURGH
-AND-
THE VILLAGE OF IRVINGTON
FOR USE OF THE IRVINGTON SEWER SYSTEM

THIS AGREEMENT is made this ___ day of _____ 2016, by and between the **Town of Greenburgh** (Town), a municipal corporation organized and existing under the laws of the State of New York, located at 177 Hillside Avenue, Greenburgh, New York, acting on behalf of the East Irvington Sewer District, and the **Village of Irvington (Village)**, a municipal corporation organized and existing under the laws of the State of New York, located at 85 Main Street, Irvington, New York 10533, hereinafter referred to as the Village,

WITNESSETH:

WHEREAS, a sanitary sewer system known as the East Irvington Sewer District was constructed by the Town to serve Town residents in the unincorporated area commonly referred to as East Irvington; and

WHEREAS, the East Irvington Sewer District is adjacent to the sanitary sewer system owned, operated and maintained by the Village; and

WHEREAS, by previous mutual agreement by and between the Town and Village, a copy of which is attached, the East Irvington sewer system was connected to the Village sewer system; and

WHEREAS, the East Irvington sewer system continues to discharge into and through the Village sewer system; and

WHEREAS, the parties' previous agreement, executed November 12, 2013, provided that the Town reimburse the Village for use of its pipes and right-of-way; and

WHEREAS, the parties' previous agreement expires on December 31, 2016 by its own terms unless the Town elects to renew the agreement; and

WHEREAS, the East Irvington sewer system has been continuously connected to and continues to be connected to and discharge into and through the Village sewer system since January 1, 2005; and

WHEREAS, the Town and Village recognize the need to memorialize their respective obligations in a written agreement; and

WHEREAS, on _____ the Town Board passed a resolution No. _____, a copy of which is attached and incorporated herein, authorizing the Supervisor to sign this agreement permitting the East Irvington Sewer District to connect to and use the Village sewer system; and

WHEREAS, on _____ the Irvington Village Board passed a resolution, No. _____ _____, a copy of which is attached and incorporated herein, authorizing the Mayor to sign this agreement permitting the Town to access and use of the East Irvington Sewer District connection;

NOW, THEREFORE, BE IT AGREED by and between the Town, its successors and assigns, and the Village for the consideration named herein as follows:

1 SCOPE OF AGREEMENT

1.1 The Village agrees that the Town, acting on behalf of the East Irvington Sewer District, may continue the existing connection between the Town sewer system and the Village's sewer system for purpose of providing residents of the East Irvington Sewer District sanitary sewer service.

2 TERM, TERMINATION and RENEWAL

2.1 The term of this contract between the Town and Village shall commence on January 1, 2017 and terminate on December 31, 2021.

2.2 On or before expiration on December 31, 2021, the Town shall have the unilateral option to renew this agreement on the same terms and conditions as set forth herein for an additional five year period.

3 CONSIDERATION

3.1 In exchange for the services referred to in ¶1, above, the Town agrees to pay Village an annual fee each calendar year calculated as follows: 10% of the regular annual base salary, including overtime, if any, but exclusive of stipends or additional monetary compensation, of the lowest grade sewer maintenance person employed by the Village for the prior calendar year. The Village agrees to provide proof of the annual salary actually paid satisfactory to the Town for purposes of calculating compensation.

3.2 The Town agrees that the annual fee referred to in ¶ 3.1, above shall be paid annually, upon receipt of a claim voucher from the Village to the Town accompanied by a certified payroll register, or other proof satisfactory to the Town Comptroller, documenting the sewer maintenance employee's annual salary, showing how the annual fee was calculated together with whatever additional supplemental information the Town Comptroller may deem appropriate.

3.3 The Town agrees to pay the amount due, after verification, within 45 days after presentation of a claim voucher or by no later than April first of each year whichever occurs later.

3.4 The Village and the Town expressly acknowledge and agree that the Town shall not be responsible to any vendor or subcontractor that the Village may retain, or who acts on behalf of the Village, for the purpose of maintaining the Village sewer system.

3.5 The Town and the Village acknowledge and agree that the Town's obligation to make payments as outlined herein is conditioned upon compliance by the Village with all of the terms and conditions contained in this Agreement.

3.6 The Village agrees to file claims for all payments on a timely basis in accordance with procedures promulgated by the Town. The Village agrees to be solely responsible for any expenditure over or beyond that specifically agreed herein.

4. INSURANCE

4.1 The Village agrees to secure and maintain sufficient insurance coverage to cover any reasonably foreseeable loss, damage or claim for liability regarding its pipes, mains and related appurtenances.

4.2 The Town agrees to secure and maintain sufficient insurance coverage to cover any reasonably foreseeable loss, damage or claim for liability regarding its pipes, mains and related appurtenances.

5 INDEMNIFICATION AND SAVE HARMLESS

5.1 The Village hereby agrees to indemnify and hold the Town, its officers, agents, employees, and volunteers performing authorized tasks on behalf of the Town, harmless from and against all liability, including all expenses, reasonable attorney's fees, losses and claims, demands, payments, suits, actions, recoveries and judgments of any nature and description whatsoever resulting from any claim or claims arising out of this agreement, or the procedures leading thereto, for any act or omission of the Village, its agents or employees representatives, or sub-contractors, during or in furtherance of the performance to this agreement.

5.2 In the event of any action commenced against the Town, or its officers, agents, volunteers performing authorized tasks, or employees, which is within the scope of this indemnification, the Town will promptly give notice thereof to the Village and the Village will have the right to select and furnish counsel for the defense of any such action, provided such counsel is acceptable to the Town, which acceptance shall not be unreasonably withheld, at no cost or expense to the Town. The Town agrees to cooperate with the Village as reasonably required for the defense of any such actions.

5.3 The Town hereby agrees to indemnify the hold the Village, its officers, agents, employees, and volunteers performing authorized tasks on behalf of the Village, harmless from and against all liability, including all expenses, reasonable attorney's fees, losses and claims, demands, payments, suits, actions, recoveries and judgments of any nature and description whatsoever resulting from any claim or claims arising out of this agreement or the procedures leading thereto, for any act or omission of the Town, its agents or employees representatives, or sub-contractors, during or in furtherance of the performance to this agreement.

5.4 In the event of any action commenced against the Village, or its officers, agents, volunteers performing authorized tasks, or employees, which is within the scope of this indemnification, the Village will promptly give notice thereof to the Town and the Town will have the right to select and

furnish counsel for the defense of any such action, provided such counsel is acceptable to the Village, which acceptance shall not be unreasonably withheld, at no cost or expense to the Village. The Village agrees to cooperate with the Village as reasonably required for the defense of any such action.

5.5 The parties acknowledge and agree that the provisions of this section are intended to survive termination of this agreement.

6 NO ASSIGNMENT

6.1 In accordance with the provisions of Section 109 of the General Municipal Law, neither party may assign, transfer, convey, sublet or otherwise dispose of any rights or privileges granted by this Agreement without the prior written consent of both parties. The parties acknowledge and agree that this absolute prohibition against assignment shall survive any bankruptcy proceeding and no creditor, receiver or trustee shall have any right to any interest granted by this licensee agreement.

7 REPRESENTATIONS BY THE VILLAGE

7.1 The Village represents and warrants as follows:

7.1.1 Village is a municipal corporation organized and existing under the laws of the State of New York.

7.1.2 Village is financially solvent and is qualified and competent to perform the services referred to in ¶ 1, ABOVE.

7.1.3 Village is familiar with all federal, state and local laws, ordinances and regulations which may in any way affect the work or goods and services to be provided and agrees to abide by all applicable local, state and federal rules, regulation and laws.

7.1.4 Village acknowledges and agrees that this contract does not include any medical, leave or retirement benefits or confer any rights or interests in such benefits.

7.1.5 Village is fully licensed by all governing regulatory agencies.

8 REQUIRED PROVISIONS OF LAW

8.1 This Agreement shall be governed by the laws of New York State. Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to have been inserted herein. If any such provision was not inserted through mistake or otherwise, then upon the

application of either party , this contract shall be physically amended forthwith to make such insertion.

9 AUTHORITY FOR EXECTUION

9.1 The Supervisor has executed this Agreement pursuant to a Resolution adopted by the Town Board of the Town of Greenburgh and under authority of Town Law §§64,116. Supervisor Paul J. Feiner, whose signature appears hereafter, is duly authorized and empowered to execute this instrument and enter into such an Agreement on behalf of the Town.

9.2 The Mayor of the Village who executed this agreement on Village's behalf and whose name appears below, is a duly elected official who executed this agreement pursuant to a Resolution of the Village Board of Trustees.

10 NOTICES

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

10.2 To the Town:

DPW Commissioner
Town of Greenburgh
177 Hillside Avenue
Greenburgh, NY 10607

10.3 To the Village:

Village of Irvington
Village Administrator
85 Main Street
Irvington, NY 10533

10.4 All notices, communications, payments and demands given or made under this Agreement shall be deemed given or made upon receipt and receipt shall be the actual date of receipt or presumed to be five dates after proof of posting, whichever is earlier.

11 WAIVER

11.1 No waiver of any breach or of any condition of this Agreement shall 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 or any other breach unless the waiver shall include the same.

12 **MODIFICATION**

12.1 This Agreement constitutes the complete understanding of the parties. No prior, contemporaneous or subsequent understandings or agreements, oral or written, are valid and no modification of any provisions of the Agreement shall be valid unless in writing and signed by both parties.

13 **SEVERABILITY**

13.1. If any provision of this agreement, or the application of any provision to any person or circumstance, is held or declared to be invalid, unenforceable or illegal, the remainder of this agreement, and the remainder of such provision other than to the extent it is held invalid, unenforceable or illegal, will survive and not be invalidated by such holding or declaration.

IN WITNESS WHEREOF, the Town of Greenburgh, by Paul J. Feiner, Supervisor, and the Village, by Brian C. Smith, Mayor, have each agreed to the terms and conditions set forth herein.

Approved as to form:

_____
Town Attorney

TOWN OF GREENBURGH

_____
BY: PAUL J. FEINER, Supervisor

VILLAGE OF IRVINGTON

_____
BY: BRIAN C. SMITH, Mayor

MUNICIPAL ACKNOWLEDGEMENT: Town of Greenburgh

STATE OF NEW YORK }
}
COUNTY OF WESTCHESTER }

On this _____ day of _____, 2016 before me personally came PAUL J FEINER, to me known, and known to be the Supervisor of the Town of Greenburgh, the municipal corporation on whose behalf he executed the attached agreement and who, being duly sworn, did aver and state that he is the Supervisor of the Town of Greenburgh; the he resides at 177 Hillside Avenue, Greenburgh, New York 10607, and that he signed his name hereto under authorization of the Greenburgh Town Council

_____
Notary Public, Westchester County

MUNICIPAL ACKNOWLEDGEMENT: Village of Irvington

STATE OF NEW YORK }
}
COUNTY OF WESTCHESTER }

On this _____ day of _____, 2016 before me personally came BRIAN C. SMITH, to me known, and known to be the Mayor of the Village of Irvington, the municipal corporation on whose behalf he executed the attached agreement and who, being duly sworn, did aver and state that he is the Mayor of the Village of Irvington; that he resides at 85 Main Street, Irvington, New York 10533, and that he signed his name hereto under authorization of the Irvington Village Board.

_____
Notary Public, Westchester County

RESOLUTION 2017-XXX
APPROVAL OF AN EXTENSION AGREEMENT WITH WESTCHESTER COUNTY FOR ACCESS TO TELECOMMUNICATIONS SERVICES

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

WHEREAS, the Village of Irvington and County of Westchester have previously entered into an agreement for access to telecommunications services provided by Cablevision – Light path; and

WHEREAS, the agreement has expired and the Village desires to maintain continued access to the services provided under the agreement; now therefore be it

RESOLVED, to approve an extension agreement with Westchester County for access to telecommunications services and to authorize the Village Administrator to execute said agreement.

IT-1431

INTER-MUNICIPAL AGREEMENT

AGREEMENT made the ____ day of _____, 201_ by and between

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

and

THE VILLAGE OF IRVINGTON, a municipal corporation of the State of New York, having an office and place of business at 85 Main Street, Irvington, New York 10533 (hereinafter referred to as the "Municipality")

WHEREAS, on July 26, 2016, the County entered into an agreement with Cablevision Lightpath, Inc. ("Cablevision") for the provision of full voice, video and data transmission services along a high-speed telecommunications network for a five year term commencing on January 1, 2016, and subject to two five-year renewals (the "Cablevision Agreement"); and

WHEREAS, the Cablevision Agreement also provides that Cablevision will allow other municipalities in Westchester County to avail themselves of these services under the same terms and conditions; and

WHEREAS, the Municipality is desirous of receiving the aforementioned services from Cablevision under the terms and conditions of the Cablevision Agreement.

NOW, THEREFORE, in consideration of the mutual representations, covenants and agreements herein set forth, the County and the Municipality, each binding itself, its successors and assigns, do mutually promise, covenant and agree as follows:

FIRST: The Municipality shall receive voice, video and data transmission services from Cablevision pursuant to the terms of the Cablevision Agreement, which is incorporated herein and made a part hereof by reference.

The Municipality may also request other services from the County (e.g. technical services for telecommunications or data networking) which will be provided at rates published on the County Department of Information Technology website.

The Municipality acknowledges that for any services to be provided over the Internet or the County's network, or which rely on the Internet or the County's network, the County's provision of those service is subject to i) the County having an agreement in place with Cablevision, pursuant to which it receives network services from Cablevision, and ii) Force Majeure as herein defined.

In the event the County and the Municipality entered into a separate agreement for the provision of similar services, the term of which is still in effect, the County and the Municipality mutually agree that such agreement is hereby terminated and superseded by this Agreement.

SECOND: The Municipality shall pay Cablevision directly for any services it may receive. In no event shall the County have any liability for amounts due from the Municipality to Cablevision or for damages, direct or indirect, arising out of the provision of services by Cablevision to the Municipality.

In the event the Municipality requests other services directly from the County, the Municipality shall pay the County pursuant to the rates published on the County Department of Information Technology website.

THIRD: The Municipality agrees

(i) that except for the amount, if any, of damage contributed to, caused by or resulting from the sole negligence of the County, the Municipality shall indemnify and hold harmless the County, its officers, employees and agents from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorneys' fees or loss arising directly or indirectly out of this Agreement; and

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

FOURTH: The term of this Agreement shall commence on January 1, 2017 and expire on December 31, 2021.

FIFTH: The County reserves the right to cancel this Agreement upon thirty (30) days written notice to the Municipality.

SIXTH: Confidential Information means all or any part of, and originals or copies of, any information, in whatever form embodied (*e.g.* oral, written, electronic) that the County has identified in writing as confidential at the time of disclosure. Specifically excluded is information (a) that at the time of disclosure was, or becomes, part of the public domain (through a source other than the Municipality); (b) lawfully obtained from a third party that was not under, and did not impose, an obligation of confidentiality with respect to such information; (c) that is independently developed by the Municipality; or (d) that was known by the Municipality prior to disclosure by the County. Confidential Information does not include any ideas, concepts or know-how.

The Municipality shall not disclose Confidential Information to third parties without the express written consent of the County. The Municipality agrees not to remove or obscure proprietary rights notices that appear on Confidential Information and copies thereof; and shall return or destroy, as the County may direct, all Confidential Information upon demand. The Parties acknowledge that nothing in this Agreement shall be construed to change the Municipality's obligations under the applicable Freedom of Information Law or any other disclosure obligation imposed upon the Municipality by any applicable local, state, or federal law, rule or regulation that currently exists or is enacted or promulgated during the term of this Agreement, or by the judgment or order of a court or administrative agency or body having jurisdiction over the Municipality.

SEVENTH: Force Majeure. Neither party shall be deemed in violation of this Agreement if it is prevented from performing any of its obligations hereunder by reason of labor

disputes, acts of God, acts of the public enemy, acts of superior governmental authority or other circumstances for which it is not responsible or which is not in its control, including any event that might cause the County to not receive services from Cablevision for any period of time.

EIGHTH : This Agreement shall not be enforceable unless signed by the parties and approved by the Office of the County Attorney.

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

To The County:

Chief Information Officer
Westchester County
Michaelian Office Building, 9th Floor
148 Martine Avenue
White Plains, New York 10601

With a copy to:

County Attorney
Michaelian Office Building, Room 600
148 Martine Avenue
White Plains, New York 10601

To the Municipality:

Village of Irvington
85 Main Street
Irvington, NY 10533

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

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

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

TWELFTH: Any delegation of duties or assignment of rights under this Agreement, without the prior express written consent of the County, is void.

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

COUNTY OF WESTCHESTER

By:_____
John B. McCaffrey, Chief Information Officer

VILLAGE OF IRVINGTON

By:_____
(Name and Title)

Approved by the Board of Legislators of the County of Westchester by Act No. 309 – 2016 on the 17th day of October, 2016.

Approved by the Board of Acquisition and Contract of the County of Westchester on the 1st day of December, 2016.

Approved as to form and
manner of execution:

_____

Associate County Attorney
The County of Westchester
S/Vutera/DIT/102088/Cablevision Lightpath IMA 12-6-16 final

MUNICIPALITY'S ACKNOWLEDGEMENT

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

On this _____ day of _____, 201_, before me personally came

_____, to me known, and known to me to be the

_____ of _____,

the municipal corporation described in and which executed the within instrument, who being by me duly sworn did depose and say that he, the said _____ resides at

_____

and that he is _____ of said municipal corporation.

_____
Notary Public County

CERTIFICATE OF AUTHORITY
(Municipality)

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

_____
(Name of Municipality)

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

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

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

who signed said agreement on behalf of the Municipality was, at the time of execution
_____of the Municipality,
(Title of such person),

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

_____
(Town Board, Village Board, City Council)

thereunto duly authorized, and that such authority is in full force and effect at the date hereof.

_____
(Signature)

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

On this _____ day of _____, 201_, before me personally came _____
_____ whose signature appears above, to me known, and know to be the
_____ of _____,
(title)
the municipal corporation described in and which executed the above certificate, who being by me duly sworn did depose and say that he, the said _____
resides at _____, and that he is
the _____ of said municipal corporation.
(title)

_____
Notary Public County

RESOLUTION 2017-XXX
APPROVAL OF AN INTERMUNICIPAL AGREEMENT WITH THE TOWN OF GREENBURGH REGARDING THE EAST IRVINGTON FIRE PROTECTION DISTRICT FOR 2017

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

WHEREAS, the Village of Irvington and Town of Greenburgh have reached agreement on the provision of fire protection services for the East Irvington Fire Protection District for the periods January 1, 2017 through December 31, 2017; and

WHEREAS, the payment due from the Town of Greenburgh under said agreement is $92,048.00 for 2017; the subsequent payment due from the Village of Irvington to the Irvington Fire Company is $32,217.00 for 2017;

NOW THEREFORE BE IT RESOLVED to authorize the Mayor to execute an inter-municipal agreement with the Town of Greenburgh regarding the East Irvington Fire Protection District; and further

RESOLVED, to authorize the Clerk/Treasurer upon receipt of payment from the Town of Greenburgh to make a payment of $32,217.00 for 2017 to the Irvington Fire Company in accordance with the terms and conditions of the inter-municipal agreement.

AGREEMENT PURSUANT TO
TOWN LAW §§ 176, 184 AND GENERAL MUNICIPAL LAW ART. 5-G
- BETWEEN -
THE TOWN OF GREENBURGH
- AND -
THE VILLAGE OF IRVINGTON
TO PROVIDE FIRE PROTECTION SERVICES
TO THE EAST IRVINGTON FIRE PROTECTION DISTRICT

THIS AGREEMENT is made this day of 2017, by and between the **Town of Greenburgh** ("Town"), a municipal corporation organized and existing under the laws of the State of New York, located at 177 Hillside Avenue, Greenburgh, New York, acting on behalf of the East Irvington Fire Protection District of the Town ("East Irvington Fire Protection District"), and the **Village of Irvington** ("Village"), a municipal corporation organized and existing under the laws of the State of New York, located at 85 Main Street, Irvington, New York 10533;

W I T N E S S E T H:

WHEREAS, the Town Board of the Town of Greenburgh (Town) has established certain fire protection districts in the Town, including the East Irvington Fire Protection District, to protect residents' property and personal safety from damage or injury by fire; and

WHEREAS, the Village, through its Fire Department (the "Irvington Fire Department"), which is staffed by the Irvington Fire Company (the "Irvington Fire Company"), has provided residents of the East Irvington Fire Protection District exemplary fire safety services; and

WHEREAS, it is in the mutual interests of both the Town and the Village to continue furnishing fire protection to residents of the East Irvington Fire Protection District; and

WHEREAS, a public hearing was held at Greenburgh Town Hall on _____, 2017, after notice, for the purpose of considering whether the parties should enter a contract to continue providing residents of the East Irvington Fire Protection District fire protection services in 2017; and **WHEREAS**, at such hearing the Town Board adopted a resolution, copy attached, authorizing the Supervisor to enter into a contract with the Village to provide fire safety services to residents of the East Irvington Fire Protection District in 2017;

NOW, THEREFORE, BE IT AGREED by and between the Town, its successors and assigns, and the Village, its successors and assigns, for the consideration named herein as follows:

1. SCOPE of SERVICES

1.1 The Town does hereby engage the Village to provide fire protection services to residents of the East Irvington Fire Protection District upon the following terms and conditions:

1.1.1 The Village hereby agrees to maintain and furnish suitable personnel and equipment in the Irvington Fire Department to render adequate fire protection within the boundaries of the East Irvington Fire Protection District.

1.1.2 When notified by alarm, telephone, or any other manner of a fire within the East Irvington Fire Protection District, the Village, through the Irvington Fire Department, agrees to respond without delay and diligently extinguish any fire within the district preventing injury and property damage to the greatest extent practicable.

2. CONSIDERATION

2.1 In consideration of providing the services outlined in Section 1 above, the Town agrees to pay the Village for the calendar year 2017, the sum of $92,048.00; such amount to be paid by May 1, 2017. Such figure has been calculated applying the following formula: A divided by B (expressed as a percentage), divided by one hundred (100), plus C (expressed as a percentage), multiplied by D (expressed as dollars). The resulting dollar amount from the preceding formula is then divided by 65% to arrive at the total payment due the Village.

For purposes of the formula:

"A" is defined as the quotient of the total number of acres of open space (defined as vacant tax parcels) in the East Irvington Fire Protection District divided by the total number of acres in the East Irvington Fire Protection District.

"B" is defined as the quotient of the total number of acres of open space (defined as vacant tax parcels) in the Village divided by the total number of acres in the Village.

"C" is defined as the quotient of the total assessed value of all acres (including real property situated thereon) in the East Irvington Fire Protection District divided by the total assessed value of all acres (including real property situated thereon) in the Village and the East Irvington Fire Protection District.

"D" is defined for 2017 as the estimated dollar amount of all categories of the Village Fire Protection Budget for the upcoming Village fiscal year 2016/2017.

2.2 The Town and the Village agree to use the Chart of Accounts – Fire

Protection Districts as set forth on Schedule A, attached, for determining applicable categories of expenses in the immediately preceding subsection "D".

In accordance with General Municipal Law Section 209-d, the Village agrees to pay the Irvington Fire Company up to thirty-five percent (35%) of the amount paid by the Town to the Village for fire protection services. The Irvington Fire Company agrees that in the event the Village is obligated to refund any payments it has received from the Town pursuant to Section 2.1 above, the Irvington Fire Company will contribute its pro rata share of such amount within 30 days after receiving a request from the Village. The Town agrees to use its best efforts to make the annual payment to the Village pursuant to this Agreement on or prior to _____, 2017.

All determinations of acreage and assessed value in the formula to be performed using the most recent assessment prepared in the calendar year prior to that for which the calculation is being made.

3. TERM

The term of this agreement shall be one (1) year, commencing January 1, 2017 and terminating on December 31, 2017.

4. INSURANCE

4.1 The Village agrees to maintain insurance as required under this paragraph.

4.1.1 Workers' Compensation Insurance. The Village shall take out and maintain during the term of this contract Workers' Compensation Insurance for all employees assigned to the work or to perform services hereunder.

4.1.2 General Liability and Property Damage Insurance. The Village shall take out and maintain during the term of this contract general liability and property damage insurance in an amount sufficient to protect from claims for damages for personal injury, including accidental death, as well as from claims for property damage which may arise from operations under this contract. The amounts of such insurance shall be as follows:

4.1.2.1 General Liability Insurance in an amount not less than $1,000,000 for injuries, including wrongful death, to any one person and subject to the same limit for each person, in an amount not less than $3,000,000 for any occurrence.

4.1.2.2 Property Damage Insurance in an amount not less than $1,000,000 for damage on account of all occurrences.

4.2 The Village agrees to furnish proof of compliance with the above insurance requirements to the Town and further agrees to name the Town as an additional insured in said policies.

4.3 Any claim for damage or injury for services performed under this Agreement to residents of the East Irvington Fire Protection district shall be reported to the offices of the Town Attorney and Comptroller as soon as possible and not later than twenty-four hours from the time of such accident or claim. A detailed written report must be submitted to the Town as soon thereafter as possible and not later than three (3) days after the date of such accident.

5. INDEMNIFICATION and SAVE HARMLESS

5.1 The Village hereby agrees to indemnify and hold the Town, its officials, officers,

agents, employees, and volunteers performing authorized tasks on behalf of the Town, harmless from and against all liability, including all expenses, reasonable attorney's fees, losses and claims, demands, payments, suits, actions, recoveries and judgements of any nature and description whatsoever resulting from any claim or claims arising out of this contract, or the procedures leading thereto, for any act or omission of the Village, the Irvington Fire Department, its agents or employees, representatives, or sub-contractors, during or in furtherance of the performance of this Agreement.

6. REQUIRED PROVISIONS of LAW

6.1 This Agreement shall be governed by the laws of New York State. Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to have been inserted herein. If any such provision is not inserted through mistake or otherwise, then upon the application of either party, this contract shall be physically amended forthwith to make such insertion.

7. PERMITS and REGULATIONS

7.1 The Village agrees to secure and pay for all licenses and permits necessary to perform and render the services set forth above.

8. STATEMENT of NONDISCRIMINATION

8.1 The Village shall prominently post in the Irvington Fire Station, 90 Main Street, Irvington, NY, a statement regarding non-discrimination, which statement shall be similar in form to the following:

In compliance with Section 504 of the Rehabilitation Act of

1975 and title VI of the 1964 Civil Rights Act and New York State Executive Orders, no persons will be denied service or access to service based upon race, marital status, sexual orientation or handicapping condition.

9. NO ASSIGNMENT

9.1 In accordance with the provisions of Section 109 of the General Municipal Law, the Village is hereby prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this Agreement, or of any right, title or interest in this Agreement, or the power to execute this Agreement, to any other person or corporation without the prior written consent of the Town.

10. REPRESENTATIONS of the VILLAGE

10.1 The Village makes the following representations:

10.1.1 The Irvington Fire Department is qualified to perform the fire protection services outlined herein.

10.1.2 The Irvington Fire Department agrees to participate in the New York State Fire Incident Reporting System and further agrees to forward one copy of each and every report made regarding any fire occurring within the East Irvington Fire Protection District to the Town Fire Marshal.

10.1.3 The Irvington Fire Department agrees to ensure that all members performing fire protection services are adequately trained, qualified to perform the tasks assigned and, moreover, that each member of the Irvington Fire Department successfully completes a training program sponsored by New York State, entitled New York State Essentials of

Firemanship and/or Firefighters I.

10.1.4 The Village agrees to assume liability in any action against the Town for any and all loss or damage caused by or to its fire apparatus sustained in answering any call, unless attributable to the acts or omissions of the Town.

10.1.5 In any action against the Town, unless attributable to the acts or omissions of the Town, the Village agrees to assume responsibility for the payment of all claims for injury or death of all persons, including fire personnel, occurring in connection with services rendered under this agreement.

10.1.6 The Village, through the Irvington Fire Department, agrees to respond to any fire involving a structure, regardless of whether it is commercial or residential, occupied or unoccupied, with a minimum of at least two (2) fire engines, including one aerial apparatus.

10.1.7 The Irvington Fire Department is fully familiar with all federal, state, and local laws, ordinances and regulations which may in any way affect the services to be provided.

10.1.8 The Irvington Fire Department is fully licensed by all governing regulatory agencies.

10.2 The Village agrees to obtain the written consent of the Irvington Fire Company to the applicable terms and conditions set forth herein.

10.3 The Village, through the Irvington Fire Department, has a duty to provide services under this Agreement to the public in the East Irvington Fire Protection District and there is no such duty to any other specific group, individual or property owner. The methods, means and decisions as to how service shall be rendered in the East Irvington Fire Protection District are within the sole discretion of the

officers or members, as the case may be, of the Irvington Fire Department on the scene of an emergency.

11. NOTICES

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

11.1.1 To the Town:
Ms. Roberta Romano
Interim Comptroller
Town of Greenburgh
177 Hillside Avenue
Greenburgh, NY 10607

11.1.2 w/ copy to:
Mr. Larry Desimone
Fire Marshall
Town of Greenburgh
177 Hillside Avenue
Greenburgh, NY 10607

11.1.3 To the Village:
Ms. Brenda Jeselnik
Clerk-Treasurer
Village of Irvington
85 Main Street
Irvington, NY 10533

11.1.4 To the Fire Company:
Fire Chief
Irvington Fire Company
90 Main Street
Irvington, NY 10533

12. WAIVER, MODIFICATION and SEVERABILITY

12.1 No waiver of any breach or of any condition of this Agreement shall 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 or any other breach unless the waiver shall include the same.

12.2 This Agreement constitutes the complete understanding of the parties. No other understandings or agreements, oral or written, are valid and no modification of any provisions of the Agreement shall be valid unless in writing and signed by both parties in accordance with the provisions of Town Law §184.

12.3 If for any reason any provision of this Agreement or part thereof shall be held invalid, such invalidity shall not affect any other provisions and/or partial provisions of this Agreement not so held invalid, and all other provisions and/or partial provisions shall to the full extent consistent with law continue in full force and effect.

13. ETHICAL DISCLOSURE

13.1 The Village, including the Irvington Fire Department, acknowledges the necessity for the highest ethical standards in all public contracts and accordingly agrees to abide by the provisions of the Greenburgh Ethics Code, Town Code Chapter 570. Nothing herein shall, however, be interpreted or construed to require employees of the Village or members of the Irvington Fire Department to file a financial disclosure statement.

14. AUDIT and INSPECTION

14.1 The Village and the Fire Department agree to provide the Town with copies of their annual audited financial statements which, pursuant to General Municipal Law Section 209-z, are required for entities with revenues of at least $200,000 entering into contracts with the Town. Such audits require an examination of the

revenues and expenditures by all entities entering into contracts with municipalities. Section 209-z of the General Municipal Law also requires that such audits indicate whether the entity has filed the Internal Revenue Service Form 990 and any report pursuant to Section 33-a of the General Municipal Law. If such filings are required and have not been made, the audits shall include an examination of all revenues, expenditures and resources from any source. A copy of the audit report in the form prescribed by the state comptroller and certified by the accountant for the entity shall be furnished to the Town within 180 days following the end of the fiscal year audited.

14.2 The Village will provide the Town with 2016's annual New York State Office of Fire Protection Call Report broken down by East Irvington vs. non-East Irvington Fire Protection District calls.

15. DISPUTES

15.1 It is mutually agreed by and between the parties hereto, that in any dispute between the Town and the Village the disputed matter shall be resolved in the first instance, by mediation, or if that fails, in the Supreme Court of the State of New York, Westchester County.

IN WITNESS WHEREOF, the parties hereto have each agreed to the terms and conditions as set forth herein.

TOWN OF GREENBURGH

By: _____
Paul J. Feiner, Supervisor

SEAL

VILLAGE OF IRVINGTON

By: _____
Brian C. Smith, Mayor

S E A L

In accordance with General Municipal Law §209-d, the Irvington Fire Company consents (i) to this Agreement and all the terms and conditions expressed herein, (ii) to perform the obligations imposed upon the staff of the Irvington Fire Department herein, (iii) to receive any payment required to be made to the Irvington Fire Company by the Village and (iv) to make any payment to be made to the Town by the Irvington Fire Company PURSUANT TO section 2.2 herein.

IRVINGTON FIRE COMPANY

By: _____, Chief
(sign and print name below)

CERTIFICATE OF AUTHORITY/IRVINGTON FIRE COMPANY

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

On the _____ day of _____, in the year 2017, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity as Chief of the Irvington Fire Company, and that by his signature on the instrument, the Irvington Fire Company executed the instrument.

Notary Public, Westchester County

_____
MUNICIPAL

ACKNOWLEDGMENT/GREENBURGH

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

On the ____ day of _____, in the year 2017, before me, the undersigned, a Notary Public in and for said State, personally appeared PAUL J. FEINER, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity as Supervisor of the Town of Greenburgh, New York, and that by his signature on the instrument, the Town of Greenburgh, New York executed the instrument.

_____
Notary Public, Westchester County

MUNICIPAL ACKNOWLEDGMENT/IRVINGTON

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

On the _____ day of _____, in the year 2017, before me, the undersigned, a Notary Public in and for said State, personally appeared BRIAN C. SMITH, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity as Mayor of the Village of Irvington, New York, and that by his signature on the instrument, the Village of Irvington, New York executed the instrument.

_____
Notary Public, Westchester County

Schedule A

Chart of Accounts - E. Irvington Fire Protection District

Personal Services
Chiefs
Fire prevention officers
Training officers
Clerical

Equipment and Supplies
Apparatus
Boots, coats, helmets
Uniforms, badges
Signal equipment
Hose, ladders etc.
General operating
Gas & oil

Various Contractual Expenditures
Alarm maintenance/repairs
Radio maintenance/repairs
Apparatus maintenance/repairs
Apparatus testing
Other
Building rental

Building Maintenance
Utilities (heat, electricity, water)
Improvements/repairs
Shared allocation
(i.e., Fire Co. in Village Hall)

Administrative Expenditures
Office supplies/printing
Telephone
Postage
Miscellaneous
Travel/training/conferences
Insurance
Workers compensation
Medical (exams, inoculations)

Service Award Program

Annual Inspection

Engine Company Fee

Shared Allocations
Auto mechanic
Administrative/dispatching

Debt Service
Principal payments
Interest payments

RESOLUTION 2017-XXX
APPROVAL TO REJECT ALL BIDS FOR THE STATION ROAD CULVERT PROJECT (#2016-29)

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

WHEREAS, sealed bids were received and opened on December 7, 2016 AT 11AM in Village Hall as follows:

CONTRACTOR	BASE BID	CON EDISON WORK	BID WITH ALTS #1 &2
McNamee Construction Corporation 154 Route 202 P.O. Box 182 Lincolndale, NY 10540	$497,594.62	$149,405.38	$647,000.00
Con-Tech Construction Technology Inc. 28 Lakeview Drive Yorktown Heights, NY 10598	$523,395.45	$149,405.38	$672,800.83
Gianfia Corporation 179 Brady Avenue Hawthorne, NY 1032	$549,420.00	$149,405.38	$698,825.38
Legacy Supply LLC 14 Railroad Avenue Valhalla, NY 10591	$582,810.00	$149,405.38	$732,215.38
ELQ Industries Inc. 567 Fifth Avenue New Rochelle, NY 10801	$612,758.000	$149,405.38	$762,163.38
Montesano Brothers Inc. 76 Plain Avenue New Rochelle, NY 10801	$1,008,694.62	$149,405.38	$1,158,100.00
Joken Development Corporation 9 Belway Place White Plains, NY 10601	$1,164,136.00	$149,405.38	$1,313,541.38

WHEREAS the Village Administrator reviewed the bids submitted and determined that the bids were not in order and responsive to the specifications; and

NOW THEREFORE BE IT RESOLVED that the Board of Trustees rejects all bids for the Station Road culvert project.

RESOLUTION 2017-XXX
VOLUNTEER APPOINTMENT TO THE IRVINGTON RECREATION & PARKS ADVISORY COMMITTEE

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

RESOLVED to appoint Matt Spencer as a member of the Irvington Recreation and Parks Advisory Committee for a term to expire December 2018.

Karen Buccheri

From: Joe Archino
Sent: Friday, December 30, 2016 10:52 AM
To: Larry Schopfer; Karen Buccheri
Subject: RPAC member

We need to add Matt Spencer to RPAC

Joseph D. Archino
Village of Irvington
Superintendent of Recreation and Parks

FACE
FUNDRAISING AND COMMUNITY EVENTS
IRVINGTON

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