



CHRIS BURDICK
Assemblymember 93rd District
Westchester County

Secretary, Majority
Conference

THE ASSEMBLY
STATE OF NEW YORK
ALBANY

CHAIR
Subcommittee on
Employment Opportunities for
People with Disabilities

COMMITTEES
Banks
Correction
Environmental Conservation
Housing
People with Disabilities
Veterans' Affairs

MEMBER
Puerto Rican/Hispanic Task
Force
Asian Pacific American Task
Force

**Assemblymember Chris Burdick's
Report to the Supervisor and the Town Board of the Town of Pound Ridge
July 2, 2024**

I wish to thank you for the opportunity to appear before you to provide an update. I will start with the 2024 Legislative Session and key action including legislation that was passed by both the Assembly and the State Senate.

The NYS legislature wrapped up the 2024 session in the early hours of Saturday June 8 with a total of 805 bills passed by both houses, a decline from previous years. The clock ran out for bills which many of my colleagues and I had hoped would pass the finish line, such as the NY Heat Act, to help transition to renewable energy, an updated bottle bill, and various bills to protect consumers and the public. The decline was the result of a late 2024-2025 state budget and Governor Hochul's decision in the closing days of session to suspend congestion pricing while proposing a payroll tax to provide \$1 billion in MTA capital funding which congestion pricing was project to produce.

Looking back, I see that the most significant legislative action for the year was in the area of state funding for public education which was resolved through negotiations with the Governor. As you may be aware, the Governor's proposed budget in January would have resulted in deep cuts for long-standing state support for public education. All but one of the school districts in my Assembly District would have been hit with a cut. The importance cannot be overstated of the agreement between the Legislature and the Governor to retain the "hold harmless" provision, which ensures that no school district would receive less funding than the previous year. Also important was the restoration of part of the inflation factor in the computation of funding. The result was dramatic for every school district which I represent. Senator Shelley Mayer led the effort in the Senate, and I led the effort in the Assembly which was successful but would not have been without the intense efforts of the superintendents, parents, teachers and the community at large. The Governor also agreed after some three years with the Legislature's proposal to update the antiquated formula for funding establishing a dispassionate and thoughtful process for doing so.

The 2024-2025 budget provides \$9,800.468 in total aid for the Bedford Central School District or a \$464,515 increase, presenting a 4.98% increase over last year.

Turning to post-budget legislative action, among the bills that passed both chambers and await action by Governor Hochul are the following:

SAFE for Kids Act and the Child Data Protection Act, supported both by Governor Hochul and Attorney General James, are intended to protect kids online from algorithmic feeds - one that

recommends, selects or prioritizes media based on information associated with the user or their device.

A key environmental bill, The Climate Change Adaptation Cost Recovery Program (A3351B/S2129B) which would require large, major polluters to contribute to a climate action fund. Some may recall that General Electric was required to help clean up PCBs in the Hudson River because of its historical role in polluting the river. The Program funds would be applied to new or upgraded infrastructure needs such as coastal wetlands restoration, storm water drainage system upgrades, and energy efficient cooling systems in public and private buildings, including schools and public housing, all of which are necessary to protect the public safety and welfare in the face of the growing impacts of climate change. Disadvantaged communities would receive at least 35%, with a goal of at least 40%, of the overall benefits of Program spending, consistent with the Climate Leadership and Community Protection Act.

I was pleased to see the passage in both chambers of Electric Vehicle Charging in Public Lots, Expansion of the Food Donation and Scraps Program and the NYC Green Roof Tax Abatement.

In the area of Election Law, the Legislature acted to make it easier to vote by absentee ballot in approving a bill to enable local boards of elections to set up absentee ballot drop boxes. On the judicial front, a constitutional amendment moved forward to remove the population-based cap on the number of Supreme Court justices that can serve a particular judicial district. More judges are needed. We frequently hear complaints about the long delays in the courts. Justice delayed too often is justice denied.

Among bills which I sponsored, the following were passed by both chambers:

Septic System Disclosure (A9330A/ S8506) requires home sellers to provide the buyer with a disclosure statement on the property's sewage disposal system and information regarding its operation and maintenance.

Protection of Local Wetlands (A9712/ S9379) authorizes localities with a freshwater wetlands law to adopt a further local law to allow the prohibition of the application of pesticides to wetlands, except commercial agricultural lands, hydrologically connected to any public water supply.

Heat Mitigation Plan (A9169a/ S7781) requires the NYS Department of Corrections and Community Supervision to establish an annual heat mitigation plan; directs the extreme heat action plan work group of the NYS Department of Environmental Conservation to analyze the impact of extreme heat on incarcerated individuals and people working in prisons.

Health Care Professional In-Take Form (A8560/S8666) requires health care professionals to ask patients if they have a disability that requires accommodation under The Americans with Disabilities Act on patient in-take forms and what reasonable accommodations are required.

Expanding Employment Opportunities for People with Disabilities ([A6397A](#)/S 8379A) would create an interagency task force to promote employment of people with disabilities both in state agencies and the private sector.

I now turn to actions which more directly benefit the people of Pound Ridge.

Notwithstanding cuts in some areas of the state budget, we were able to retain CHIPS funding and the same level, which has Pound Ridge receiving \$186,490.84.

SAM Grant – Since taking office, I secured \$125,000 in grant funding to the Town for improvements at the Town park. I also am working to secure state grant funding for infrastructure projects.

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June 25, 2024

Kevin Hansan
Town Supervisor
Town of Pound Ridge
Town House
179 Westchester Avenue
Pound Ridge, New York 10576

Uyen Poh
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Re: Town of Pound Ridge, Westchester County, New York
Resolution Approving the Establishment of Scotts Corners Water District
\$11,129,000 Estimated Maximum Cost; Up To \$3,340,000 Of Bonds

Dear Kevin:

In accordance with your request, we have prepared and enclose the following for re-adoption on July 2, 2024:

- (a) Resolution approving the establishment of the Scotts Corners Water District, which is subject to permissive referendum. It will not be effective until after the thirty-day permissive referendum period, measured from the date of adoption, has passed without a petition for a referendum being filed.
- (b) **Notice of Adoption. Please insert a copy of the adopted resolution prior to publication. This notice must be published once in the official newspaper designated in Section 11 of the bond resolution. The resolution will be invalid unless such publication occurs within ten (10) calendar days of adoption of the resolution.**
- (c) Affidavit of Posting, certifying that the Notice of Adoption was posted on the Town Clerk's signboard within ten (10) days of adoption of the resolution. The proceedings will be invalid if this posting is not timely.

When available please email the following documents to uyen.poh@nortonrosefulbright.com and judy.velez@nortonrosefulbright.com:

- 1) SEQRA resolutions and documents.
- 2) An originally certified copy of the enclosed resolution in the form actually adopted.

3) An original printer's affidavit of publication of the enclosed Notice of Adoption from the official newspaper.

4) An original Town Clerk's affidavit of posting of such Notice of Adoption, making sure that there is attached thereto a true and correct copy of the notice in the exact form in which the same was actually posted.

Please do not hesitate to call me if you have any questions on this matter.

Very truly yours,

Uyen Poh
Enclosure

At a special meeting of the Town Board of the Town of Pound Ridge, Westchester County, New York, held at the Town Hall, 179 Westchester Avenue, in Pound Ridge, New York, on July 2, 2024, at 7:30 P.M., Eastern Time.

The meeting was called to order by _____, and upon roll being called, the following were

PRESENT:

ABSENT:

The following resolution was offered by Councilperson _____, who moved its adoption, seconded by Councilperson _____ to-wit:

RESOLUTION DATED JULY 2, 2024

A RESOLUTION APPROVING THE ESTABLISHMENT OF SCOTTS CORNERS WATER DISTRICT IN THE TOWN OF POUND RIDGE, WESTCHESTER COUNTY, NEW YORK.

WHEREAS, the Town Board of the Town of Pound Ridge (herein called the “Town Board” and the “Town”, respectively), in the County of Westchester, New York, pursuant to Town Law Article 12-A, has asked Laberge Group, competent engineers duly licensed by the State of New York, to prepare a map, plan and report for the establishment of Scotts Corners Water District (the “District”), which map, plan and report entitled: “Scotts Corners Water District Map, Plan and Report” and dated May 2024 (the “Report”), is on file at the office of the Town Clerk and is available for public inspection during regular business hours; and

WHEREAS, the proposed District will contain approximately 39 parcels; and

WHEREAS, the boundaries of the proposed District shall be as described in Exhibit A attached hereto and hereby incorporated herein; and

WHEREAS, the improvements proposed for the District to connect to the water supply owned and operated by the Aquarion Water Company (described as Alternative No. 1 in the Report), consist of the acquisition and construction of a water main, valves, meter pit, hydrants, a treatment building and original equipment, machinery, apparatus, appurtenances, service lateral connections from the water main to the property or easement line, and incidental improvements and expenses in connection therewith, all as more fully described in the Report (collectively, the “Water Improvements”); and

WHEREAS, the estimated maximum cost of said improvements is \$11,129,000; and

WHEREAS, the District plans to apply for (i) a Water Infrastructure Improvement (WIIA) grant from the New York State Environmental Facilities Corporation (“EFC”) and (ii) low-interest financing from EFC through its Drinking Water State Revolving Fund (DWSRF) program; and

WHEREAS, it is the intention of the Town to make the establishment of the District contingent upon the award of a WIIA grant and financing assistance from EFC; and

WHEREAS, the proposed plan of financing (described as Scenario 3 in the Report) includes (i) a WIIA grant for approximately 70% of the estimated maximum cost and (ii) the issuance of up to \$3,340,000 of bonds and/or notes of said Town to be financed through EFC's DWSRF program, assumed at an interest rate of 3% for a period of 30 years; and

WHEREAS, the costs of the proposed District will be apportioned based upon the equivalent dwelling unit (EDU) of each property in the proposed District. Each parcel will be initially assigned an EDU as set forth in Appendix I of the Report. A single family home is assigned an EDU of 1. The commercial properties in the District have EDU's ranging from 1 to 50; and

WHEREAS, assuming the District receives the grants and financing from EFC as described above, the annual user cost per EDU is approximately \$856.00, which comprises of a debt service cost of \$590.00 and an operation and maintenance cost of \$266.00, assuming the property does not exceed its designated EDU usage; and

WHEREAS, assuming the District receives the grants and financing from EFC as described above, the expected average annual cost to the typical property (as such term is defined in Article 12-A of the Town Law) in the proposed District will be approximately \$2,568.00 (for a commercial property with an EDU of 3) and the annual cost to the typical one-family home in the proposed District will be approximately \$856.00 in the first year in which operation, maintenance, and other charges and expenses are to be paid by said properties, as described in Section VIII of the Report; and

WHEREAS, there is no proposed hook-up fee imposed by the District but each property owner will be responsible for the one-time cost associated with the installation of and connecting to the water lateral that will be constructed by the project and installation of the Town-supplied water meter and setter, which cost will depend on the actual length of the service line and the complexity of installation; and

WHEREAS, pursuant to an Order Calling for a Public Hearing dated May 21, 2024, which Order was duly posted and published, the Town Board held a public hearing on July 2, 2024, to consider the establishment of said District and the improvements proposed therefor, at which hearing all members of the public were given an opportunity to be heard; and

WHEREAS, the Water Improvements have been determined to be an Unlisted Action pursuant to the regulations of the New York State Department of Environmental Conservation promulgated pursuant to the State Environmental Quality Review Act ("SEQRA"), the implementation of which as proposed, the Town Board has determined will not result in any significant adverse impacts on the environment and a SEQRA Negative Declaration was adopted by the Town Board on July 2, 2024; and

NOW, THEREFORE, BE IT RESOLVED by the Town Board of the Town of Pound Ridge, Westchester County, New York, as follows:

Section 1. Upon the evidence given at the aforesaid public hearing, it is hereby found and determined as follows: (a) the notice of hearing was published and posted as required by law and is otherwise sufficient; (b) all the property and property owners within said proposed District are benefited thereby; (c) all the property and property owners benefited are included within the limits of said proposed District; and (d) the establishment of said proposed District is in the public interest.

Section 2. The establishment of the Scotts Corners Water District in the Town of Pound Ridge, Westchester County, New York, as described in the Report, the boundaries of which shall be as described in Exhibit A attached hereto and hereby made a part hereof, is hereby approved.

Section 3. The estimated maximum cost of the Water Improvements is \$11,129,000 and the Town expects to pay for such project by applying for grant(s) and low-interest financing from EFC, including for (i) a WIIA grant for approximately 70% of the estimated maximum cost and (ii) low-cost financing for up to \$3,340,000 through EFC's DWSRF program.

Section 4. The cost of the Water Improvements attributable to the benefited properties in the proposed District will be \$3,340,000, which amount is to be financed by the issuance of bonds

and/or notes of said Town in an amount not to exceed \$3,340,000, and shall be annually apportioned and assessed upon the several lots and parcels of land within said District in the manner provided by law in an amount sufficient to pay the principal and interest on said bonds, notes or other obligations issued to finance such cost as the same become due.

Section 5. Such costs of the proposed District will be apportioned based upon the equivalent dwelling unit (EDU) of each property in the proposed District. Each parcel will be initially assigned an EDU as set forth in Appendix I of the Report.

Section 6. This resolution is adopted subject to permissive referendum. The Town Clerk shall, within ten (10) days after the adoption date of this resolution, publish in the official newspaper and post on the official signboard of the Town, a notice which shall set forth the date of adoption of this resolution and the full text hereof.

Section 7. The establishment of the District is subject to approval by the State Comptroller under Article 12-A of the Town Law. The Town Supervisor is hereby authorized and directed to execute any such application to the State Comptroller and the Town Clerk is authorized to perform any filings necessary under Article 12-A of the Town Law.

EXHIBIT A

**Scotts Corners Water District
Boundary Description**

TOWN OF POUND RIDGE
SCOTTS CORNERS WATER DISTRICT
BOUNDARY DESCRIPTION

April 18, 2024

Town of Pound Ridge

Westchester County, New York

The following is intended to describe the bounds of the proposed Scotts Corners Water District within the Town of Pound Ridge, Westchester County, New York as shown on the map entitled "Scotts Corners Water District, Figure 1A - Water District Boundary Map" prepared by Laberge Group and dated April 18, 2024. The district is comprised of a single contiguous area.

Beginning at a Point located at the intersection of the northerly bounds of Westchester Avenue and the westerly bounds of Tax Map Parcel (Parcel) 9454-36, and continuing northerly along said easterly bounds to a point located with the intersection of the southerly bounds of Parcel 9454-18;

Thence easterly, along the northerly bounds of the following Parcels: 9454-36, 9454-5, 9454-6;

Thence southerly, along the easterly bounds of Parcel 9454-6 to the intersection with the northerly bounds of Parcel 9454-35;

Thence south-easterly, along the northern bounds of Parcel 9454-35 to its intersection with the northwestern bounds of Parcel 9454-10;

Thence north-easterly, along the northwestern bounds of parcel 9454-10 to its intersection with the westerly bounds of Trinity Pass Road;

Thence south-easterly along the westerly bounds of Trinity Pass Road to a point directly west from the northwesterly corner of Parcel 9456-1.9;

Thence easterly across the bounds of Trinity Pass Road to its intersection with the northerly bounds of Parcel 9456-1.9;

Thence easterly, southerly and westerly around the bounds of Parcel 9456-1.9 to its intersection with the northerly bounds of Westchester Avenue;

Thence southerly across Westchester Avenue to the northerly bounds of Parcel 9455-25;

Figure 1B - Water District Boundary Description

Thence easterly along the northern bounds of Parcels 9455-25 and 9455-26 to a point directly south of Parcel 9456-4;

Thence across the bounds of Westchester Avenue to its intersection with the north-westerly bounds of Parcel 9456-4;

Thence northerly and easterly along the northerly bounds of Parcel 9456-4 and 9456-5 to the westerly bounds of Parcel 9456-13;

Thence southerly along said bounds to the northwest corner of Parcel 9456-7;

Thence easterly along the northern bounds of Parcel 9456-7 to its intersection with the westerly bounds of Parcel 9456-9;

Thence southerly along the easterly bounds of Parcel 9456-7 to its intersection with the northerly bounds of Parcel 9456-8;

Thence easterly along the northerly bounds of Parcel 9456-7 to the its intersection with the westerly bounds of Parcel 9456-9;

Thence southerly along the easterly bounds of Parcel 9456-7 to the northerly bounds of Westchester Avenue;

Thence south westerly across Westchester Avenue to the north-easterly corner of Parcel 9455-10;

Thence southerly to the easterly bounds of Parcel 9455-9;

Thence westerly along the southern bounds of the following Parcels:9455-10, 9455-13, 9455-14;

Thence south-westerly along the easterly bounds of Parcel 9455-20 to its intersection with the eastern corner of Parcel 9455-18.9;

Thence westerly along the southerly bounds of Parcel 9455-27 to its intersection with the easterly bounds of Parcel 9455-17;

Thence northerly along the westerly bounds of Parcel 9455-27 to its intersection with the southerly bounds of parcel 9455-26;

Thence westerly along the southerly bounds of Parcel 9455-26 to the south-easterly corner of Parcel 9455-22;

Thence northerly and westerly along the easterly and northerly bounds of Parcel 9455-22 to its intersection with the easterly bounds of Lower Trinity Pass Road;

Thence northerly along the easterly bounds of Lower Trinity Pass Road to a point easterly of the south-easterly corner of Parcel 9320-65;

Thence crossing Lower Trinity Pass Road to said corner;

Figure 1B - Water District Boundary Description

Thence westerly along the southerly bounds of Parcel 9320-65 to its intersection with the easterly bounds of Trinity Lane;

Thence north-westerly across Trinity Lane to the south-easterly corner of Parcel 9320-56;

Thence westerly, northerly and easterly along the bounds of Parcel 9320-56 to the south-westerly corner of Parcel 9320-58;

Thence north-easterly along the westerly bounds of Parcel 9320-58 to its intersection with the southerly bounds of Westchester Avenue;

Thence crossing Westchester Avenue to a point on the southerly bounds of Parcel 9454-7;

Thence from said point, westerly along the southern bounds of Parcels 9454-7, 9454-6, 9454-5 and 9454-36 to the Point and Place of Beginning.

J:\2022102\Reports\Appendices\Water District Boundary Legal Description\Scotts Corners Water District Description.docx

Figure 1B - Water District Boundary Description

The question of the adoption of the foregoing order was duly put to a vote on roll call, which resulted as follows:

_____ VOTING _____
_____ VOTING _____
_____ VOTING _____
_____ VOTING _____
_____ VOTING _____

The order was thereupon declared duly adopted.

* * *

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

I, the undersigned Clerk of the Town of Pound Ridge, Westchester County, New York, DO
HEREBY CERTIFY:

That I have compared the annexed extract of the minutes of the meeting of the Town Board
of said Town, including the order contained therein, held on July 2, 2024, with the original thereof on
file in my office, and that the same is a true and correct transcript therefrom and of the whole of said
original so far as the same relates to the subject matters therein referred to.

I FURTHER CERTIFY that all members of said Board had due notice of said meeting.

I FURTHER CERTIFY that said meeting was (i) open to the general public pursuant to
Section 103 of the Public Officers Law or (ii) conducted in conformance with Section 103-a of the
Public Officers Law.

I FURTHER CERTIFY that, PRIOR to the time of said meeting, I duly caused a public notice
of the time and place of said meeting to be given to the following newspaper and/or other news media
as follows:

Newspaper and/or Other News Media

Date Given

I FURTHER CERTIFY that PRIOR to the time of said meeting, I duly caused public notice of the time and place of said meeting to be conspicuously posted in the following designated public location(s) on the following dates:

Designated Location(s) of Posted Notice

Date of Posting

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Town on June ____, 2024.

Town Clerk

(CORPORATE
SEAL)

AFFIDAVIT OF POSTING OF NOTICE OF ADOPTION

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

I, the undersigned Clerk of the Town of Pound Ridge, Westchester County, New York,
DEPOSE AND SAY:

That on _____, 2024, I caused to be posted on the official signboard maintained
by me pursuant to subdivision 6 of Section 30 of the Town Law, a copy of the Notice of Adoption of
a resolution duly adopted by the Town Board on July 2, 2024.

A true and correct copy of such Notice of Adoption is attached hereto and made a part hereof.

Town Clerk

Subscribed and sworn to before me on
_____, 2024.

Notary Public

NOTICE OF ADOPTION

NOTICE IS HEREBY GIVEN that a resolution was adopted by the Town Board of the Town of Pound Ridge, Westchester County, New York (the "Town"), on July 2, 2024, approving the establishment of the Scotts Corners Water District, subject to permissive referendum.

(insert full copy of the adopted resolution for publication and posting)

Dated: Pound Ridge, New York
June ____, 2024

Town Clerk

EMAIL: supervisor@townofpoundridge.com
sconti@townofpoundridge.com
chiefstaff@townofpoundridge.com

Norton Rose Fulbright US LLP
1301 Avenue of the Americas
New York, New York 10019-6022
United States

June 25, 2024

Kevin Hansan
Town Supervisor
Town of Pound Ridge
Town House
179 Westchester Avenue
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Re: Town of Pound Ridge, Westchester County, New York
Bond Resolution for Various Water Improvements for Scotts Corners Water District
\$11,129,000 Estimated Maximum Cost; Up To \$3,340,000 Of Bonds

Dear Kevin:

Attached for re-adoption at the Town's July 2, 2024 board meeting is the same resolution provided to you previously for adoption at the June 11, 2024 meeting. No changes were made except to update the date of the bond resolution. The bond resolution authorizes bonds to pay for a portion of the costs of the various water improvements for Scotts Corners Water District. This resolution requires the affirmative vote of at least four of the five members of the Town Board.

Please note that a bond resolution is normally adopted after the completion of proceedings under Article 12-A of the Town Law, including State Comptroller approval, if required. In this case, due to EFC's grant application deadline on June 14, 2024, we have prepared this bond resolution to enable your grant application submission to EFC. In addition, you have told us that the Town does not plan on undertaking the project unless a grant is to be received from EFC.

As such, we have drafted this bond resolution to contain the following limiting language:

No obligations authorized hereby shall be issued until the Town shall complete proceedings under Article 12-A of the Town Law and the Town has received notification of an adequate grant award from EFC. No expenditure for the aforesaid class of objects or purposes shall be made unless the State Comptroller has consented thereto if required by the Town Law.

Generally, a Legal Notice of Estoppel should be published after the adoption of the bond resolution. However, in this case, it makes sense to publish the Legal Notice of Estoppel after all the proceedings under Article 12-A of the Town Law have been completed.

When available please email a certified copy of the bond resolution to uyen.poh@nortonrosefulbright.com and judy.velez@nortonrosefulbright.com .

If you have any questions or comments, please do not hesitate to call.

Very truly yours,

Uyen Poh

UP:jv
Encl.

At a special meeting of the Town Board of the Town of Pound Ridge, Westchester County, New York, held at the Town Hall, 179 Westchester Avenue, in Pound Ridge, New York, on July 2, 2024, at 7:30 P.M., Eastern Time.

The meeting was called to order by _____, and upon roll being called, the following were

PRESENT:

ABSENT:

The following resolution was offered by Councilperson _____ who moved its adoption, seconded by Councilperson _____, to-wit:

BOND RESOLUTION DATED JULY 2, 2024.

A RESOLUTION AUTHORIZING THE ISSUANCE OF UP TO \$3,340,000 BONDS OF THE TOWN OF POUND RIDGE, WESTCHESTER COUNTY, NEW YORK, TO PAY A PORTION OF THE \$11,129,000 ESTIMATED MAXIMUM COSTS OF THE VARIOUS WATER IMPROVEMENTS FOR SCOTTS CORNERS WATER DISTRICT, IN AND FOR SAID TOWN.

WHEREAS, pursuant to a resolution dated July 2, 2024, the Town Board of the Town of Pound Ridge approved the establishment of the Town of Pound Ridge Scotts Corners Water District, subject to permissive referendum and the approval of the State Comptroller; and

WHEREAS, the Town wishes to apply for a grant from the New York State Environmental Facilities Corporation for the improvements proposed for the Scotts Corners Water District (the "District") to connect to the water supply owned and operated by the Aquarion Water Company, consisting of the acquisition and construction of a water main, valves, meter pit, hydrants, a treatment building and original equipment, machinery, apparatus, appurtenances, service lateral connections from the water main to the property or easement line, and incidental improvements and expenses in connection therewith (collectively, the "Water Improvements"), all as more fully described in the map, plan and report entitled: "Scotts Corners Water District Map, Plan and Report" and dated May 2024 (the "Report"); and

WHEREAS, according to the Report, the estimated maximum cost of the Water Improvements is \$11,129,000 and the Town expects to pay for such project by applying for or obtaining the following funding sources: (i) a Water Infrastructure Improvement (WIIA) grant from the New York State Environmental Facilities Corporation ("EFC") for approximately 70% of the estimated maximum cost and (ii) the issuance of up to \$3,340,000 of bonds and/or notes of said Town to be financed through EFC's Drinking Water State Revolving Fund program; and

WHEREAS, the Town does not plan on undertaking the Water Improvements unless a grant from EFC is expected; and

NOW, THEREFORE, BE IT

RESOLVED, by the Town Board of the Town of Pound Ridge, Westchester County, New York, as follows:

Section 1. For the class of objects or purposes of paying for a portion of the costs of the various water improvements for Scotts Corners Water District, in said Town, and related and incidental improvements and expenses in connection therewith, there are hereby authorized to be issued \$3,340,000 bonds of said Town pursuant to the provisions of the Local Finance Law. **No obligations authorized hereby shall be issued until the Town shall complete proceedings under Article 12-A of the Town Law and the Town has received notification of an adequate grant award from EFC. No expenditure for the aforesaid class of objects or purposes shall be made unless the State Comptroller has consented thereto if required by the Town Law.**

Section 2. It is hereby determined that the maximum estimated cost of the aforesaid class of objects or purposes is \$11,129,000 and that the plan for the financing thereof is by (i) the issuance of the \$3,340,000 bonds of said Town authorized to be issued pursuant to this bond resolution and (ii) grants from EFC or other sources.

Section 3. It is hereby determined that the period of probable usefulness of the aforesaid class of objects or purposes is forty years pursuant to subdivision one of paragraph a of Section 11.00 of the Local Finance Law. It is hereby further determined that the maximum maturity of the bonds authorized will exceed five years.

Section 4. Subject to the provisions of the Local Finance Law, the power to authorize the issuance of and to sell bond anticipation notes in anticipation of the issuance and sale of the bonds herein authorized, including renewals of such notes, is hereby delegated to the Supervisor, the chief fiscal officer. Such notes shall be of such terms, form and contents, and shall be sold in such manner, as may be prescribed by said Supervisor, consistent with the provisions of the Local Finance Law.

Section 5. The faith and credit of said Town of Town of Pound Ridge, Westchester County, New York, are hereby irrevocably pledged to the payment of the principal of and interest on

such obligations as the same respectively become due and payable. To the extent not paid from the collection of assessments against benefited property in the District, an annual appropriation shall be made in each year sufficient to pay the principal of and interest on such bonds becoming due and payable in such year. To the extent such appropriation is not made from other sources, there shall annually be levied on all the taxable real property of said Town a tax sufficient to pay the principal of and interest on such obligations as the same become due and payable.

Section 6. Such bonds shall be in fully registered form and shall be signed in the name of the Town of Town of Pound Ridge, Westchester County, New York, by the manual or facsimile signature of the Supervisor and a facsimile of its corporate seal shall be imprinted or impressed thereon and may be attested by the manual or facsimile signature of the Town Clerk.

Section 7. The powers and duties of advertising such bonds for sale, conducting the sale and awarding the bonds, are hereby delegated to the Town Supervisor, who shall advertise such bonds for sale, conduct the sale, and award the bonds in such manner as he shall deem best for the interests of the Town, including, but not limited to, the power to sell said bonds to the New York State Environmental Facilities Corporation; provided, however, that in the exercise of these delegated powers, he shall comply fully with the provisions of the Local Finance Law and any order or rule of the State Comptroller applicable to the sale of municipal bonds. The receipt of the Town Supervisor shall be a full acquittance to the purchaser of such bonds, who shall not be obliged to see to the application of the purchase money.

Section 8. The power to issue and sell notes to the New York State Environmental Facilities Corporation pursuant to Section 169.00 of the Local Finance Law is hereby delegated to the Town Supervisor. Such notes shall be of such terms, form and contents as may be prescribed by said Town Supervisor consistent with the provisions of the Local Finance Law.

Section 9. The Town Supervisor is hereby further authorized, at his or her sole discretion, to execute a project financing agreement, and any other agreements with the New York State Department of Environmental Conservation and/or the New York State environmental

Facilities Corporation, including amendments thereto, and including any instruments (or amendments thereto) in the effectuation thereof, in order to effect the financing or refinancing of the specific object or purpose described in Section 1 hereof, or a portion thereof, by a bond, and, or note issue of said Town in the event of the sale of same to the New York State Environmental Facilities Corporation.

Section 10. The intent of this resolution is to give the Town Supervisor sufficient authority to execute those applications, agreements, instruments or to do any similar acts necessary to effect the issuance of the aforesaid bonds and, or notes, without resorting to further action of this Town Supervisor.

Section 11. All other matters, except as provided herein relating to such bonds, including determining whether to issue such bonds having substantially level or declining annual debt service and all matters related thereto, prescribing whether manual or facsimile signatures shall appear on said bonds, prescribing the method for the recording of ownership of said bonds, appointing the fiscal agent or agents for said bonds, providing for the printing and delivery of said bonds (and if said bonds are to be executed in the name of the Town by the facsimile signature of its Supervisor, providing for the manual countersignature of a fiscal agent or of a designated official of the Town), the date, denominations, maturities and interest payment dates, place or places of payment, and also including the consolidation with other issues, shall be determined by the Town Supervisor. It is hereby determined that it is to the financial advantage of the Town not to impose and collect from registered owners of such bonds any charges for mailing, shipping and insuring bonds transferred or exchanged by the fiscal agent, and, accordingly, pursuant to paragraph c of Section 70.00 of the Local Finance Law, no such charges shall be so collected by the fiscal agent. Such bonds shall contain substantially the recital of validity clause provided for in Section 52.00 of the Local Finance Law and shall otherwise be in such form and contain such recitals in addition to those required by Section 52.00 of the Local Finance Law, as the Supervisor shall determine.

Section 12. The validity of such bonds and bond anticipation notes may be contested only if:

1) Such obligations are authorized for an object or purpose for which said Town is not authorized to expend money, or

2) The provisions of law which should be complied with at the date of publication of this resolution are not substantially complied with,

and an action, suit or proceeding contesting such validity is commenced within twenty days after the date of such publication, or

3) Such obligations are authorized in violation of the provisions of the Constitution.

Section 13. This resolution shall constitute a statement of official intent for purposes of Treasury Regulations Section 1.150 - 2. Other than as specified in this resolution, no monies are, or are reasonably expected to be, reserved, allocated on a long-term basis, or otherwise set aside with respect to the permanent funding of the object or purpose described herein.

Section 14. This resolution shall take effect immediately.

The question of the adoption of the foregoing resolution was duly put to a vote on roll call,
which resulted as follows:

_____ VOTING _____
_____ VOTING _____
_____ VOTING _____
_____ VOTING _____
_____ VOTING _____

The resolution was thereupon declared duly adopted.

* * *

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

I, the undersigned Clerk of the Town of _____, _____ County, New York,
DO HEREBY CERTIFY:

That I have compared the annexed extract of the minutes of the meeting of the Town Board of said Town, including the resolution contained therein, held on April 8, 2024, with the original thereof on file in my office, and that the same is a true and correct transcript therefrom and of the whole of said original so far as the same relates to the subject matters therein referred to.

I FURTHER CERTIFY that all members of said Board had due notice of said meeting.

I FURTHER CERTIFY that said meeting was (i) open to the general public pursuant to Section 103 of the Public Officers Law or (ii) conducted in conformance with Section 103-a of the Public Officers Law.

I FURTHER CERTIFY that, PRIOR to the time of said meeting, I duly caused a public notice of the time and place of said meeting to be given to the following newspaper and/or other news media as follows:

Newspaper and/or other news media

Date given

I FURTHER CERTIFY that PRIOR to the time of said meeting, I duly caused public notice of the time and place of said meeting to be conspicuously posted in the following designated public location(s) on the following dates:

Designated Location(s)
of posted notice _____

Date of Posting

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Town,
on _____, 2024.

Town Clerk

(SEAL)

Town of Pound Ridge Highway Dept.

MEMO

Date: June 24th, 2024

To: Town Board

From: Highway Dept.

Members of the Board,

This memo is to get your permission purchase 2 items, 1 order of culvert pipe not to exceed \$ 3000.00 and another order of culvert pipe for \$3528.30, both purchases will come out of Highway fund 5110.400

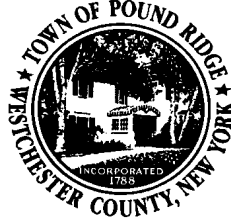
Thanks, Vinnie Duffield

Highway Supt.

Town of Pound Ridge

Tel.: 914-764-5511

Fax: 914-764-0102



To: Town Board

From: Andrea Russo

Date: June 25, 2024

Re: AED Purchase for Teen Travel Camp

I respectfully request the approval to purchase an AED for the teen travel camp. This AED will be traveling with our teen travel camp director to every off-site trip. Upon return the AED will be stored safely in the camp shed or with the director. The advantage emergency device company would be the company we would like to move forward with as this is the same company we purchased the day camp AED. They are also the only local company around. The quote is priced at \$2,438. The AED life pack CR2 is compatible with any paramedics or EMT that would arrive on site for any emergency. This is why we would like to move forward with the CR2 life pack.

Respectfully,

Andrea Russo
Supervisor of Recreation & Parks



**Advantage
Emergency
Devices, Inc.**

3 Starr Ridge Rd
Suite 102
Brewster, NY 10509
1-800-650-1413
Info@AdvantageAED.com
www.Advantageaed.com

Quotation

Date	Estimate #
6/25/2024	6173
Quote Valid for 30 Days	

Customer
Town of Pound Ridge Attn: Andrea Russo 179 Westchester Avenue Pound Ridge, NY 10576

Other	FOB	Rep	Project
	Brewster, NY	JF	

Item	Description	Qty	Rate	Total
99512-001267	LIFEPAK CR2 Fully-automatic AED, WIFI, English-Spanish, Carry Bag	1	2,378.00	2,378.00
11998-000334 Included AED Services	Stryker Emergency Response Kit Additional services included at no charge: On site Delivery and setup of all AEDs. All AEDs will be fully assembled at time of delivery. In- service training will be provided for customer's staff on the operation and maintenance of the AED. Customer's staff will be aware of how to use and maintain the AED upon completion of in-service. Additionally, Battery and Electrode expiration dates and corresponding AED serial numbers will be tracked by Advantage Emergency Devices. 60 days prior to the expiration date an email will be sent reminding the customer of the upcoming date and necessary replacements. These services are provided at no additional cost. Warranty on the CR2 AED is 8 years	1	60.00 0.00	60.00 0.00

.Salesperson:John FitzGerald john@advantageaed.com 914-645-5386	Subtotal	\$2,438.00
	Sales Tax (8.375%)	\$0.00
	Total	\$2,438.00

Automated External Defibrillator Service Agreement

CUSTOMER INFORMATION

Company Name ("Customer"):	Phone:
Email:	Customer #:
Billing Address:	
Location Physical Address:	

TERMS AND CONDITIONS

Cintas Corporation No. 2 d/b/a Cintas First Aid & Safety ("Cintas") will provide the Customer the Automatic External Defibrillator(s) selected by Customer below (the "AED Device(s)") and related products and services as specifically outlined in this agreement ("Agreement").

AED DEVICE	CASE	PRICE PER UNIT	NUMBER OF UNITS	MONTHLY PRICE
ZOLL® AED Plus®	<input type="checkbox"/> Cabinet <input type="checkbox"/> Grab N' Run	/unit		/month
ZOLL® AED 3	<input type="checkbox"/> Cabinet <input type="checkbox"/> Grab N' Run	/unit		/month
LifeLine VIEW AED	<input type="checkbox"/> Cabinet <input type="checkbox"/> Grab N' Run	/unit		/month
LifeLine AED	<input type="checkbox"/> Cabinet <input type="checkbox"/> Grab N' Run	/unit		/month
MEDICAL DIRECTION	<input type="checkbox"/> LifeREADY 360™ <input type="checkbox"/> LifeREADY™			
TRAINING	AHA Heartsaver™ FA/CPR/AED Course	\$	/Seat or Key	\$ /Class

1. Parties and Acknowledgment. This Agreement is between Cintas and Customer (individually, "Party"; together, the "Parties"). By signing this Agreement, Customer acknowledges it has received the entire Agreement and has read and understands all terms and conditions, including terms and conditions listed on page two. Any other terms not specifically agreed upon by Cintas, in writing, are not binding on Cintas.

2. Term; Renewal; Charges. The initial term of this Agreement is 36 months, commencing on the delivery date of the AED Device(s) to the Customer, which shall be reflected in the first invoice from Cintas to Customer for the AED Device(s) ("Initial Term"). This Agreement shall renew automatically for succeeding terms of 12 months (each a "Renewal Term") unless Customer gives to Cintas written notice of the Customer's intention not to renew at least 30 days prior to the expiration of the then-current term. Cintas shall charge Customer the above-referenced monthly price for use of the AED Device(s) and/or related services ("Monthly Service Charge"). Customer acknowledges, however, that Cintas's costs may increase or other events may occur during the course of the Agreement warranting a price increase, and Cintas reserves the right to increase prices. If Cintas increases a price, Customer has the right to object in writing within 10 days of the notice of the increase. If Customer objects to the increase, Cintas has the right to terminate the Agreement. If Customer does not object, Customer is bound by the new prices.

3. Products. Cintas will provide for use by Customer the AED Device(s). With each AED Device, Cintas will also provide for use: one battery, one set of pads, one Prep and Response Kit, and either one AED wall cabinet or one Grab N' Run Kit (together, including the AED Device, "Product"). (Additional batteries, sets of pads, data recording cards, and other accessories are not included in the definition of Product; such items may be purchased separately from Cintas.)

4. Service. Cintas will deliver AED software updates when available and provide periodic service visits (at a minimum, once every six months) to check expiration dates of the battery and set of pads, to replace them if expired, and to confirm the status of the AED Device(s) through a visual inspection of the AED status indicator ("AED Services"). If Customer performs its own inspection and/or Customer identifies an expired battery or an expired set of pads, notes a fault of the AED status indicator, or identifies any other concern, Customer shall contact Cintas during normal business hours and Cintas will respond to Customer by the first business day following receipt of notice.

5. Medical Direction. Customer acknowledges that it must obtain a prescription for the AED Device(s) and the AED Device(s) must be subject to medical oversight. Customer acknowledges that Cintas is not a health-care provider and does not issue the prescription, provide medical oversight, or provide other related health-care or medical services. Rather, by signing this Agreement, Customer receives access to a third-party, at no additional cost to Customer, who will provide a prescription for the AED Device(s), provide medical oversight, register the AED Device(s) with local EMS (together, "Medical Direction"), and provide Customer access to the third-party's on-line software portal. As a condition to being granted Medical Direction and access to third-party's software portal, Customer acknowledges it will be required to agree to the terms and conditions applicable to those services, which will be provided at the initial log in to the software portal. Failure to do so: (a) will relieve any third-party providing the services from any liability for AED management and (b) will result in Customer assuming full responsibility and any associated liabilities for failing to acknowledge the terms and conditions.

6. Quality of Services. Cintas will deliver quality service at all times. Any complaints about the quality of Cintas's service that are not resolved in the normal course of business must be sent by registered letter to Cintas's General Manager at the local FAS service office. If Cintas then fails to resolve a material complaint in a reasonable period, Customer may terminate this Agreement provided AED Device(s) are returned in good working order or purchased at Replacement Cost.

7. Scope and Limitations of Service. The scope of Cintas's responsibilities under this Agreement is limited to delivering, performing AED Services and providing access to third-party Medical Direction, as outlined above. Customer acknowledges that the scope of services expressly excludes: performance of a risk or hazard analysis of any kind or type, providing regulatory guidance, or providing recommendations regarding the type, number, and placement or location of AED Device(s) at Customer's facility. Customer further agrees that Cintas has no responsibility to monitor the condition of the AED Device(s) between Cintas's periodic service visits. Customer bears sole responsibility for notifying Cintas of faults, alarms, or indications that an AED Device is not functioning properly in between Cintas's periodic service visits. Should Customer so notify Cintas, Cintas will respond to Customer by the first business day following receipt of notice and will perform a service visit within a reasonable time thereafter to provide a visual inspection of the AED status indicator and/or provide a replacement AED Device.

8. Ownership; Care of AED Products; Replacement, Repair & Maintenance. Cintas maintains all right, title, and ownership of the AED Device(s). Customer agrees it will not alter, repair, or otherwise make changes to the AED Products. Customer agrees to protect AED Device(s) and Product(s) from mishap and misuse. If an AED Device requires repair due to ordinary wear and tear, Cintas shall, at its sole discretion, either provide Customer with a replacement AED Device or send the AED Device for repair by the manufacturer at no charge to Customer. If Cintas, in its sole discretion, determines an AED Device must be repaired due to mishap or misuse that occurred while in Customer's possession, Cintas may charge Customer for the time, materials, and shipping involved in the repair of the AED Device. In the event an AED Device is lost, stolen, or damaged beyond repair, Customer agrees to pay a replacement cost of \$1,995 ("Replacement Cost"). If replacement is necessary and the AED Device is still subject to the Initial Term or a Renewal Term, the payment of the Replacement Cost does not release Customer of its obligations under the terms and conditions of this Agreement. If an AED Device must be replaced or repaired, Cintas, at its sole discretion, may elect to ship to Customer a replacement AED Device and have Customer ship back to Cintas the AED Device requiring repair or replacement (rather than Cintas physically delivering a replacement AED Device). Upon receipt of a replacement AED Device, Customer shall return to Cintas the original AED Device, postage prepaid by Cintas, with the Customer taking reasonable care to protect the AED Device during transit. If, at any time, Customer identifies any concern, including, but not limited to, an expired battery or set of pads, a fault on the AED Status Indicator, or any other alarm, fault or other notification that an AED Device is not functioning correctly, Customer shall contact Cintas during normal business hours and Cintas will respond to Customer by the first business day following receipt of notice.

BY SIGNING BELOW, CUSTOMER CERTIFIES THAT CUSTOMER HAS READ AND AGREED TO THE TERMS AND CONDITIONS CONTAINED IN THIS AGREEMENT, INCLUDING THOSE PRINTED ON THE SECOND PAGE. I authorize Cintas to verify my credit on Credit.net and/or by contacting the parties provided. I am authorized to sign on behalf of this company. In addition, I authorize Cintas to open a new account on behalf of the company and deliver the products or services listed above at the agreed upon pricing and delivery terms.

Customer Signature:	Date:
Customer Name:	Title:

Original – Office | Yellow – Customer | Pink – Cintas Partner
Cintas Onsite AED Service Agreement, Page 1 of 2

TERMS AND CONDITIONS (CONT.)

9. Replacement AED Device. Customer may choose to replace an existing AED Device ("Original AED") with an AED Device of a different make or model ("Replacement AED") at any time after the expiration of the Initial Term with no penalty or cancellation charges; Customer may return Original AED to Cintas or purchase Original AED for \$399. If Customer chooses a Replacement AED, Customer must sign a new Service Agreement.

10. Cancellation; Return of AED Device. Customer may cancel the Agreement at any time with a 30-day advance written notification. If cancellation is made during the Initial Term, Customer shall pay all remaining Monthly Service Charges owed through the end of the Initial Term and either shall return all AED Devices subject to this Agreement or purchase each AED Device for a cost of \$399 per AED Device. If cancellation is made during a Renewal Term, Customer shall pay a cancellation fee of \$150 each per AED Device and either shall return all AED Devices subject to this Agreement or purchase each AED Device for a cost of \$399 per AED Device; the \$150 cancellation fee(s), however, may be applied to the purchase price of the AED Device(s). At the end of the Agreement, Customer shall return the AED Products to Cintas in good working and physical condition, reasonable wear and tear expected, within 5 business days of the cancellation of this Agreement.

11. Manufacturer Recalls. Customer acknowledges that, from time to time, an AED Product may be subject to a voluntary recall initiated by the manufacturer and/or an involuntary recall initiated by the United States Food and Drug Administration. Under either or both scenarios, Customer agrees to cooperate fully with Cintas regarding timely execution of any required recall procedures and to provide Cintas and/or its authorized representatives and agents with access to all of the Customer's locations and facilities where recall-affected AED Products are or may be located. Customer agrees to permit Cintas and/or its authorized representatives and agents to collect any and all recall-affected AED Products and transport any and all such AED Products away from the Customer's locations and facilities for destruction or other processing. Cintas may supply Customer with alternate AED Products having similar functions and characteristics to the recall-affected AED Products.

12. TRAINING ACKNOWLEDGEMENT. CUSTOMER ACKNOWLEDGES AND AGREES ALL TRAINING COURSES ARE PROVIDED BY CINTAS FOR EDUCATIONAL PURPOSES ONLY AND MAY NOT BE RELIED UPON AS LEGAL ADVICE. THE INFORMATION PRESENTED IN ANY COURSE MAY NOT REFLECT THE MOST CURRENT LEGAL DEVELOPMENTS AND CINTAS DOES NOT PURPORT TO IMPLY OR GUARANTEE FULL COMPLIANCE WITH LOCAL, STATE OR FEDERAL REGULATIONS. AN ATTORNEY SHOULD BE CONTACTED FOR ADVICE ON SPECIFIC LEGAL ISSUES. CUSTOMER ACKNOWLEDGES AND AGREES IT BEARS THE SOLE RISK OF LOSS FOR ANY LOSS, INJURY OR DAMAGES RESULTING FROM OR RELATED IN ANY WAY TO CUSTOMER OR PARTICIPANT'S COMPLIANCE OR NON-COMPLIANCE WITH LAWS OR REGULATIONS. CINTAS SHALL HAVE NO LIABILITY TO CUSTOMER OR ANY OTHER PERSON RELATING TO OR RESULTING FROM TRAINING SERVICES OR INFORMATION PROVIDED IN CONNECTION WITH TRAINING SERVICES OR ANY DECISIONS MADE BY CUSTOMER AS A RESULT OF THE TRAINING PROVIDED.

13. DISCLAIMER OF WARRANTIES AND REPRESENTATIONS. CUSTOMER ACKNOWLEDGES THAT ALL AED PRODUCT PURCHASES UNDER THIS AGREEMENT WILL BE SUBJECT TO THE WARRANTY PROVIDED BY THE MANUFACTURER OF THE AED PRODUCT AND NOT CINTAS. CUSTOMER ACKNOWLEDGES THAT CINTAS MAKES NO WARRANTY, REPRESENTATION, COVENANT OR GUARANTEE, EXPRESS OR IMPLIED, IN CONNECTION WITH THE SALE OF THE GOODS AND/OR SERVICES PURSUANT TO THIS AGREEMENT, INCLUDING (BUT NOT LIMITED TO) ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO MODIFICATION, WAIVER, OR AMENDMENT OF THIS DISCLAIMER SHALL BE DEEMED EFFECTIVE UNLESS MADE IN A WRITING DRAFTED BY CINTAS FOR THIS EXPRESS PURPOSE THAT IS (I) SIGNED BY CINTAS, (II) EXPLICITLY USES THE TERM "WARRANTY" IN ITS TITLE, (III) SPECIFICALLY REFERENCES THIS AGREEMENT; AND (IV) EXPLICITLY AND UNAMBIGUOUSLY DESCRIBES WHAT ADDITIONAL WARRANTY(IES) ARE BEING OFFERED TO CUSTOMER PURSUANT TO THIS AGREEMENT. CUSTOMER FURTHER AGREES THAT THIS EXPLICITLY EXCLUDES ANY OF CINTAS'S SALES MATERIALS, CIRCULARS, WEBSITES, OR OTHER ADVERTISING MATERIALS OF ANY TYPE FROM CREATING ANY WARRANTIES UNDER THIS AGREEMENT, AND CUSTOMER REPRESENTS AND WARRANTS THAT IT IS NOT RELYING UPON ANY SUCH MATERIALS FOR THIS PURPOSE.

14. LIMITATION OF CINTAS'S LIABILITY. Customer acknowledges that Cintas's service fees/purchase prices are based on the value of services or goods provided and the limited liability provided under this Agreement and not on the value of the Customer's premises or its contents, or the likelihood or potential extent or severity of injury (including death) to Customer or others. Customer further acknowledges and agrees that Cintas cannot predict the potential amount, extent, or severity of any damages or injuries that Customer or others may incur due to the failure of the goods or services to work as intended. IF CINTAS OR ITS REPRESENTATIVES ARE HELD LIABLE FOR ANY REASON FOR ANY LOSS, INJURY, OR DAMAGES OF ANY KIND THAT ARISES OUT OF, RESULTS FROM, OR IS RELATED TO THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, LOSSES, INJURIES OR DAMAGES RESULTING FROM CINTAS'S SOLE OR PARTIAL NEGLIGENCE, WHETHER ACTIVE OR PASSIVE), CUSTOMER AGREES AND WARRANTS THAT CINTAS'S AND ITS REPRESENTATIVE'S COLLECTIVE LIABILITY TO CUSTOMER, ITS AGENTS, OFFICERS, DIRECTORS, EMPLOYEES, INVITEES, AND ANY THIRD PARTY SHALL BE LIMITED EXCLUSIVELY TO \$1,000. If Customer wishes to increase the limitation of liability, Cintas and Customer may negotiate a supplemental written agreement to increase the limit of Cintas's liability, but no such agreed upon increase to the limit of Cintas's liability shall be interpreted to find Cintas or its subcontractors or representatives to be insurers. CUSTOMER AGREES THAT THE LIMITS ON THE LIABILITY OF CINTAS AND THE WAIVERS AND INDEMNITIES SET FORTH IN THIS AGREEMENT ARE A FAIR ALLOCATION OF RISKS AND LIABILITIES BETWEEN CINTAS, CUSTOMER, AND ANY OTHER AFFECTED PARTIES. CUSTOMER ACKNOWLEDGES AND AGREES THAT WERE CINTAS TO HAVE LIABILITY GREATER THAN THAT STATED ABOVE, IT WOULD NOT PROVIDE THE GOODS OR SERVICES. Neither party shall be liable to the other or any other person for any incidental, punitive, speculative, or consequential damages of any type, including, but not limited to, loss of profits or business opportunity.

15. Disputes. Any dispute or matter arising in connection with or relating to this Agreement other than an action for collection of fees due Cintas hereunder shall be resolved by binding and final arbitration. The arbitration shall be conducted pursuant to applicable Ohio arbitration law. EACH PARTY, ON BEHALF OF ITSELF AND ALL OF ITS INSURER(S), WAIVES TRIAL BY JURY IN ANY ACTION BETWEEN CUSTOMER AND/OR INSURER AND CINTAS, AND CUSTOMER IRREVOCABLY WAIVES ANY RIGHT TO CLASS REPRESENTATIVE CLAIMS (WHETHER AS A CLASS MEMBER OR CLASS REPRESENTATIVE) AND ANY RIGHT TO HAVE SUCH DISPUTE CONSOLIDATED OR CONSIDERED IN CONJUNCTION WITH ANY OTHER CLAIM OR CONTROVERSY OR AS A PART OF ANY OTHER PROCEEDING. The exclusive jurisdiction and forum for resolution of any such dispute shall lie in Warren County, Ohio.

16. CINTAS NOT AN INSURER. Customer acknowledges and agrees that neither Cintas nor its Representatives are insurers and that no insurance coverage is provided by this Agreement. Customer understands and agrees that it is Customer's sole responsibility to obtain and maintain insurance coverage for costs, expenses, losses and damages, including related to the AED Devices. Customer releases and waives all rights of recovery against Cintas by way of subrogation. CUSTOMER ACKNOWLEDGES AND AGREES THAT CINTAS ASSUMES NO RESPONSIBILITY FOR, NOR SHALL IT HAVE ANY LIABILITY FOR, CLAIMS MADE AGAINST IT, INCLUDING, BUT NOT LIMITED TO, THE FAILURE OF AN AED DEVICE TO OPERATE EFFECTIVELY OR AS DESIGNED.

17. RELEASE AND INDEMNIFICATION OF CINTAS BY CUSTOMER. CUSTOMER RELEASES AND AGREES TO DEFEND, INDEMNIFY, AND HOLD HARMLESS CINTAS AND ANY/ALL OF ITS SUBCONTRACTORS, AGENTS, OFFICERS, EMPLOYEES, OR OTHER REPRESENTATIVES OF ANY TYPE FROM LIABILITY FOR ANY AND ALL LOSS, DAMAGE, OR EXPENSE OF ANY KIND OR TYPE, UNDER ANY LEGAL, EQUITABLE OR OTHER THEORY, THAT MAY OCCUR PRIOR TO, CONTEMPORANEOUSLY WITH, OR AFTER THE EXECUTION OF THIS AGREEMENT RELATED IN ANY WAY TO THE SUBJECT MATTER OF THIS AGREEMENT OR PERFORMANCE UNDER THE AGREEMENT, INCLUDING (BUT NOT LIMITED TO) THE IMPROPER OPERATION OR NON-OPERATION OF THE AED PRODUCT(S) OR AED SERVICE(S). THIS OBLIGATION INCLUDES (BUT IS NOT LIMITED TO) ANY CLAIM, DEMAND, SUIT, LIABILITY, DAMAGE, JUDGMENT, LOSS, EXPENSES, ATTORNEYS' FEES, AND COSTS, THAT MAY BE ASSERTED AGAINST OR INCURRED BY CINTAS OR ITS SUBCONTRACTORS, AGENTS, OFFICERS, EMPLOYEES, OR OTHER REPRESENTATIVES BY CUSTOMER OR ANY PERSON OR ENTITY NOT A PARTY TO THIS AGREEMENT (INCLUDING, BUT NOT LIMITED TO, CUSTOMER'S INSURANCE COMPANY, ADMINISTRATIVE BODY OR AUTHORITY, OR CUSTOMER'S EMPLOYEES) FOR ANY EXPENSE, LOSS, OR DAMAGE CAUSED BY OR CONTRIBUTED TO IN ANY WAY, OR ALLEGED TO BE CAUSED BY OR CONTRIBUTED TO IN ANY WAY, BY ANY ACT, OMISSION, OR FAULT OF CINTAS OR ITS SUBCONTRACTORS, AGENTS, OFFICERS, EMPLOYEES, OR OTHER REPRESENTATIVES. THIS OBLIGATION EXTENDS TO, WITHOUT LIMITATION, STATUTORY CIVIL DAMAGES, ECONOMIC DAMAGES, PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE (REAL AND PERSONAL) ARISING OUT OF OR RELATED TO THIS AGREEMENT, INCLUDING (BUT NOT LIMITED TO) ANY CLAIMS BASED UPON BREACH OF THE AGREEMENT, STRICT LIABILITY, REQUESTS FOR OR RIGHTS OF SUBROGATION OR CONTRIBUTION, INDEMNIFICATION, WRONGFUL DEATH, AND NEGLIGENCE (WHETHER ACTIVE OR PASSIVE, AND INCLUDING CLAIMS BASED UPON CINTAS'S SOLE, PARTIAL, OR JOINT AND SEVERAL NEGLIGENCE OF ANY TYPE OR DEGREE), AND ANY OTHER CLAIM, WHETHER BASED UPON OR ARISING UNDER CONTRACT, TORT, LAW, OR EQUITY. CUSTOMER FURTHER RELEASES AND WAIVES ANY RIGHT OF SUBROGATION THAT IT, ANY INSURER, OR ANY OTHER THIRD PARTY MAY HAVE DUE TO OR FOR ANY SUCH CLAIM, LOSS, OR DAMAGE. THE CUSTOMER'S DEFENSE, HOLD HARMLESS AND INDEMNIFICATION OBLIGATIONS SHALL ALSO EXTEND TO INJURIES OR DEATH SUSTAINED BY CUSTOMER'S EMPLOYEES AND SHALL NOT BE LIMITED BY ANY APPLICABLE WORKERS' COMPENSATION LAW AND CUSTOMER EXPRESSLY WAIVES ANY STATUTORY OR CONSTITUTIONAL WORKERS' COMPENSATION IMMUNITY UNDER APPLICABLE LAW WHICH WOULD OTHERWISE LIMIT ITS INDEMNIFICATION OBLIGATIONS HEREUNDER. Cintas reserves the right to select counsel to represent it in any such action.

18. LIMITATION OF ACTION. ANY ACTION BY CUSTOMER AGAINST CINTAS OR ANY SUBCONTRACTOR MUST BE COMMENCED WITHIN ONE YEAR OF THE ACCRUAL OF THE CAUSE OF ACTION OR THE ACTION SHALL BE BARRED, REGARDLESS OF ANY OTHER STATUTE OF LIMITATION OR REPOSE THAT MAY APPLY TO THE CLAIM UNDER STATE OR FEDERAL LAW.

19. Force Majeure. Cintas shall not be responsible or liable for failure to perform attributable to any cause or contingency beyond its reasonable control including, without limitation, act of God; act or omission of civil or military authority; fire; flood; tempest; epidemic; earthquake; volcanic activity; quarantine restriction; labor dispute (e.g. lockout, strike or work stoppage or slowdown); embargo; war; riot; unusually severe weather; accidents; political strife; act of terrorism; delay in transportation; compliance with any regulation or directive of any national, state, or local government, or any department or agency thereof; or any other cause which by the exercise of reasonable diligence Cintas is unable to overcome.

20. Governing Law. To the greatest extent permitted by law, this Agreement shall be governed by the laws of the State of Ohio.

21. Severability. The invalidity or unenforceability of any provision, section, or portion of a section of this Agreement shall not affect the validity or enforceability of any other provision or section.

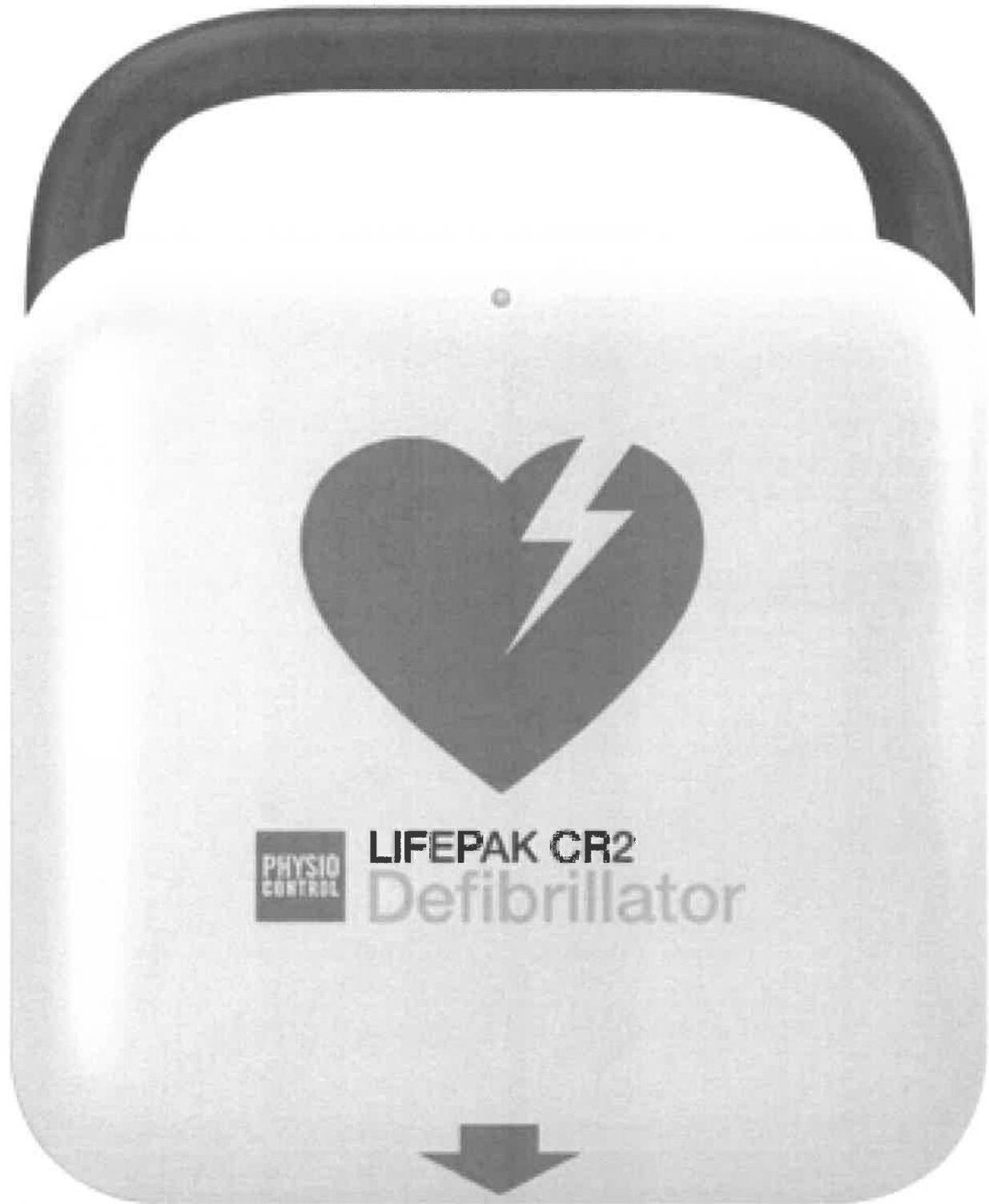
22. Updated Terms and Conditions and Policies. Customer acknowledges and agrees Cintas may send copies of its various policies to Customer, including, but not limited to, amendments to these Terms and Conditions via e-mail or make them available via a web page or other similar mechanism and that these policies are incorporated and made part of this Agreement. Customer acknowledges and agrees its continued request for service pursuant to this Agreement and/or use and/or acceptance of the AED Products and AED Services constitute acceptance of any such updated Terms and Conditions.

23. Notices. Unless otherwise specified in this Agreement and specifically excluding a price increase under Section 2, any notice given pursuant to the Agreement shall be in writing and sent by certified mail or registered mail, postage prepaid, return receipt requested or by national overnight courier service, to the Customer at the address set forth in this Agreement, to Cintas at the nearest Cintas FAS service office, or at such other address as such Party may provide in writing to the other Party. Any such notice shall be effective upon the receipt thereof.

24. Authority to Execute Agreement. Each Party represents and warrants to the other Party that (i) the execution, delivery, and performance of this Agreement have been duly authorized by all necessary entity action(s), and (ii) this Agreement constitutes a valid and binding obligation as to it, enforceable against it in accordance with its terms. The person signing this Agreement on behalf of Customer expressly represents and warrants that he or she has all authority necessary to bind Customer to its terms.

25. Assignment. This Agreement cannot be assigned by the Customer without the prior written consent of Cintas, which will not be unreasonably withheld. Cintas has the right to assign this Agreement. The Agreement shall inure to the benefit of and be binding on the Parties and their respective successors and permitted assigns.

26. Entire Agreement; Modifications; Waiver. This Agreement contains the entire agreement of the Parties with respect to the subject matter of this Agreement and supersedes all prior negotiations, agreements, and understandings with respect thereto, and any terms and conditions set forth in subsequent purchase orders or other documents issued by Customer, in which case, the terms of this Agreement shall control. No amendment to or modification of this Agreement is effective unless it is in writing and signed by each of Customer and Cintas. A waiver by either party of a breach or violation of any provision of this Agreement will not constitute or be construed as a waiver of any subsequent breach or violation of that provision or as a waiver of any breach or violation of any other provision of this Agreement.



**Physio-Control LIFEPAK CR2 Semi Automatic AED - WIFI |
AED USA**

\$2512.00 USD

MEMORANDUM

To: Town Board
From: Erin Trostle, Town Clerk
Cc: Police Chief Tom Mulcahy; PRBA President Lisa Miller
Date: June 27, 2024)
Re: Special event permit application for Artisan & Vintage Flea

Please review the attached special event permit application from the Pound Ridge Business Association (PRBA) for its annual Artisan & Vintage Flea market, tentatively scheduled for Monday, September 2, 2024 (Labor Day).

As in past years, the event plan includes diversion of traffic from Westchester Avenue through the rear parking lots. However, this year's plan proposes moving the family fun area (previously in front of Pound Ridge Cosmetic Dentistry) to the Village Green and will locate vendors at the Barnwell Center as well as at the Market Square area and along Westchester Avenue.

The PRBA is requesting the use of the town bus and permission to hang a banner across Westchester Avenue in the business district. The PRBA will pay the bus driver and will also pay staff members from the Maintenance Department to manage garbage. The cost to the town will be \$7,325 for police staffing.

The application was circulated to the Police Chief, the Building Inspector, the Maintenance Supervisor, the Highway Superintendent, and the Recreation Supervisor. Please note that Chief Mulcahy has indicated that approval should be subject to the following conditions:

- Applicant will meet with Lieutenant Murray in August to confirm details related to parking and event setup.
- Applicant must obtain permission for attendee parking from the owners of the Barnwell Center and the Market Square and for vendor parking from Artie Clark.
- Applicant must coordinate with the Highway Department to obtain barricades needed to block off the driveway next to the Kitchen Table.
- Applicant must ensure that it has volunteers to manage parking.



SPECIAL EVENT PERMIT APPLICATION

APPLICANT INFORMATION

The applicant is the individual, group, or entity organizing the event. Examples of applicant type include nonprofit organization, town board or commission, school club, etc.

Applicant Name:	Pound Ridge Business Association
Applicant Type:	Business Organization
Address:	Westchester Avenue
Mailing Address:	PO Box 268 Pound Ridge, NY 10576
Phone Number:	914-282-9582
Email Address:	lisamariemiller1962@gmail.com

EVENT INFORMATION

In addition to indicating event type (eg, street fair, festival, road race, parade, concert, etc.), please provide a detailed event description. Examples of event purpose include fundraising, promoting awareness, providing education, building community spirit, promoting local businesses, etc. *If the event is a fundraiser, the purpose should include information about how the resulting funds will be used.* Identify all locations where event activity will take place, including parking.

Event Name:	Artisan & Vintage Flea
Event Type:	Artisan Market
Description:	Vendors, Music, Food Trucks & Family Fun
Purpose:	Create an event to bring people into pound Ridge

Event Date:	9/2/2024	Alternate Date:	
Event Start Time:	10:00	Event End Time:	4:00
Setup Start Time:	8:00	Setup End Time:	5:30
Takedown Start:		Takedown End:	

Location(s):	From 55 Westchester Avenue to 85 Westchester Ave		
On private property?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	
Parking location(s):	Throughout and shuttle bus to townhouse & Park		
On private property?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	

Road closure(s) requested:	Yes
Closure times requested:	8:00 am

Admission fee?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Parking fee?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No

VENDORS/LICENSES

Will the event include food and/or beverage vendors?		
<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Number, if any: 12
Will any food or beverages be served without charge in conjunction with the event?		
<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	
Will the event include non-food vendors?		
<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Number, if any: 68
Will the event include alcoholic beverage vendors?		
<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	Number, if any: 3
Will any alcohol be served without charge in conjunction with the event?		
<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	
Will the event include gambling of any kind?		
<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	

Please note that it is the applicant's responsibility to ensure that any vendors have all required licenses and/or permits.

CONTACTS

Primary Contact Name:	Lisa Miller		
Cell Phone Number:	914-282-9582	Email Address:	Lisamariemiller1962@gmail.com
Event Day Contact Name:	Same as above		
Cell Phone Number:		Email Address:	
Weather Contact Name:	Same as above		
Cell Phone Number:		Email Address:	

Note that the weather contact person must be on site throughout the event, and also that it is the responsibility of the organizer to communicate postponements and cancellations to the public.

Please indicate how decisions regarding postponement or cancellation will be made, and how you will respond if sudden severe weather develops while the event is in progress:

LOGISTICS

CROWD MANAGEMENT		
Anticipated attendance:	3,000-5,000 people	
Describe crowd control plan:	Shuttle bus for additional parking	
Describe perimeter control plan:	Handicap parking across from Northstar	
Emergency services present?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Will event be ADA compliant?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No

VOLUNTEERS	
Indicate number of volunteers:	10-20 Volunteers
Describe role(s) of volunteers:	Help with set up & breakdown and parking

SANITATION/GARBAGE		
Portable toilets provided:	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
If so, how many?	5	
Garbage/recycling bins provided?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Describe garbage/recycling plan:	Hiring 2 PR maintenance workers for the day 12:00-5:00	

NEIGHBORHOOD IMPACT/NOTIFICATION		
Will there be noise impacts?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Will there be amplified music?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Will there be light impacts?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Have neighbors been notified?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No

STRUCTURES/SAFETY		
Tents or canopies?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
If yes, please describe:	10'x10' tents	
Stage or other structures?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
If yes, please describe:		
Fireworks or open flame?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
If yes, please describe:		

UTILITIES		
Water access needed?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
If yes, please describe:		
Electricity needed?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
If yes, please describe:	Electricity for 2 Vendors	
WiFi access needed?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
If yes, please indicate # of users:		

PROMOTION		
Banner permission requested?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
If yes, please indicate location and dates:	Across Westchester Avenue	
Other signage?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
If yes, please describe:	Yard Signs	

TOWN RESOURCES		
Town bus needed?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
If yes, please indicate time:	10:00-5:00	
Barricades or cones needed?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
If yes, please specify:	Barricade areas noted on map	
Other town-owned property needed?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
If yes, please specify:	Village Green	

OUTSIDE RESOURCES		
Outside bus transportation?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
If yes, please describe:		
Outside parking assistance?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
If yes, please describe:	Parking at The Market Square	
Other outside resources?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
If yes, please describe:		

SUPPORTING DOCUMENTS

MAPS/PLANS

Event Site Plan

Yes

No

The Event Site Plan should include locations of the following if applicable: stages/tents, power/water sources, portable toilets, accessible toilets, medical aid locations, admission sales area, alcohol sales/services, pedestrian pathways, entrances/exits, vendors/riders.

PLEASE UPLOAD OR EMAIL SEPARATELY

UPLOAD

Parking/Traffic Plan

Yes

No

The Parking/Traffic Plan should include locations of the following if applicable: road closures, traffic patterns, bus routes/stops, parking payment area, attendee parking, accessible parking, vendor parking, volunteer parking.

PLEASE UPLOAD OR EMAIL SEPARATELY

UPLOAD

LEGAL DOCUMENTS

Insurance Certificate(s)

Yes

No

Indemnity Agreement(s)

Yes

No

Permits/Licenses (other than for vendors)

Yes

No

Please note that it is the applicant's responsibility to obtain insurance naming the town as an additional insured.

DEPOSIT/FEEES

Damage Deposit Paid (Indicate Amount):		
Waiver Requested:	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Application Fee Paid (Indicate Amount):		
Waiver Requested:	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No

ENDORSEMENT

I certify that I have reviewed all application materials, and that the information contained therein is, to the best of my knowledge, accurate and truthful.

I understand that Town Board approval of my application does not constitute a permit; that if the application is approved, I must meet any and all conditions specified by the Town Board for a permit to be issued, and to remain valid. Furthermore, that under no circumstances may the event take place unless and until a permit has been issued.

X

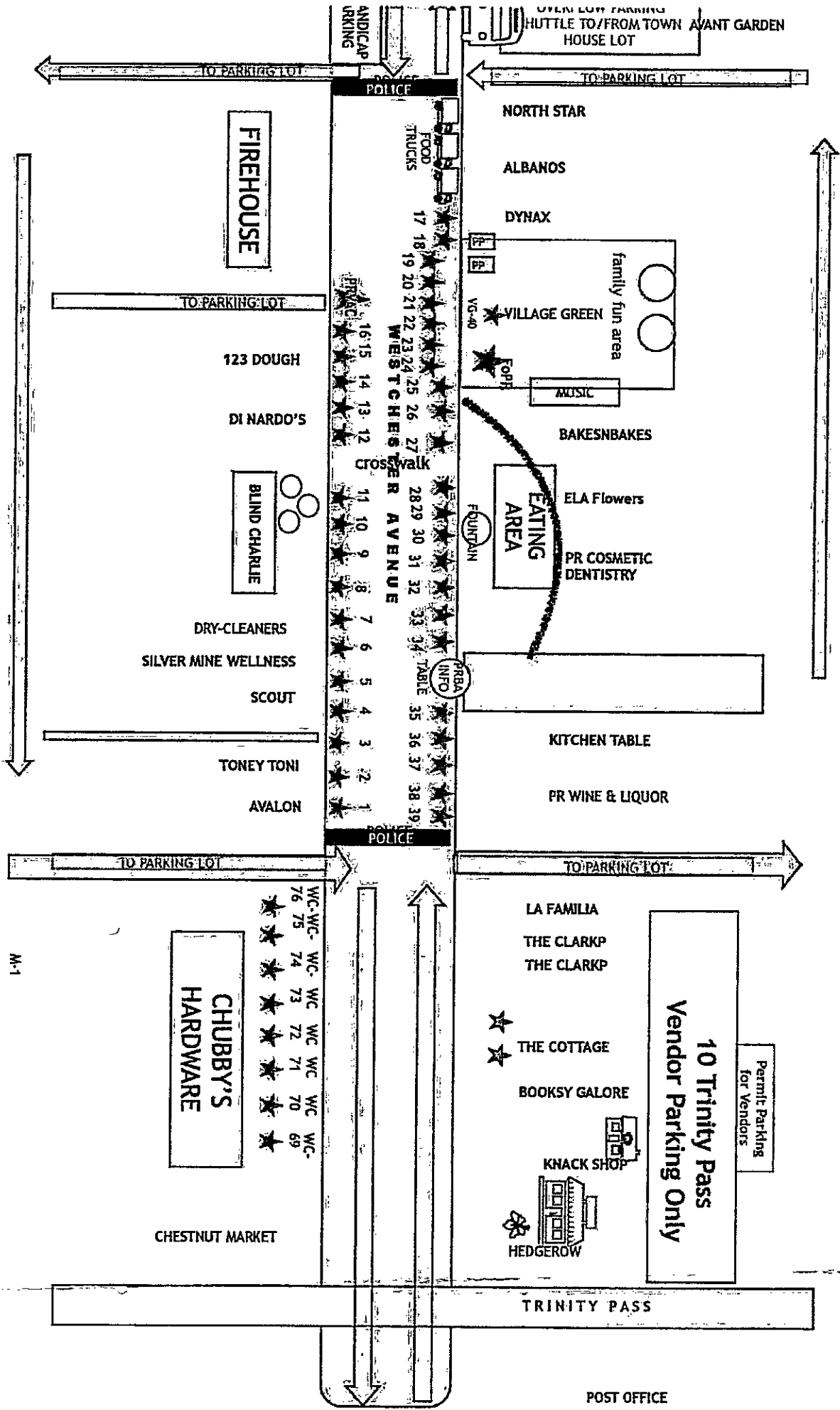
Lisa Miller

(Printed Name)

6/15/2024

(Date)

SUBMIT



FIREHOUSE

123 DOUGH

DI NARDO'S

BLIND CHARLIE

DRY-CLEANERS
SILVER MINE WELLNESS

SCOUT

TONEY TONI

AVALON

**CHUBBY'S
HARDWARE**

CHESTNUT MARKET

AND/UP
DRIVING

TO PARKING LOT

POLICE

FOOD
TRUCKS

17

18

19

20

21

22

23

24

25

26

27

28

29

30

31

32

33

34

35

36

37

38

39

WEST CHESTER AVENUE

crosswalk

POLICE

TO PARKING LOT

TO PARKING LOT

OPEN LOT PARKING
SHUTTLE TO/FROM TOWN AVANT GARDEN
HOUSE LOT

TO PARKING LOT

NORTH STAR

ALBANOS

DYNAX

family fun area

VILLAGE GREEN

VG-40

FOPP

MUSIC

BAKESNBAKES

EATING
AREA

ELA Flowers

PR COSMETIC
DENTISTRY

FOUNTAIN

FRBA
INFO

KITCHEN TABLE

PR WINE & LIQUOR

LA FAMILIA

THE CLARKP

THE CLARKP

★

★

THE COTTAGE

BOOKSY GALORE

KNACK SHOP

HEDGEROW

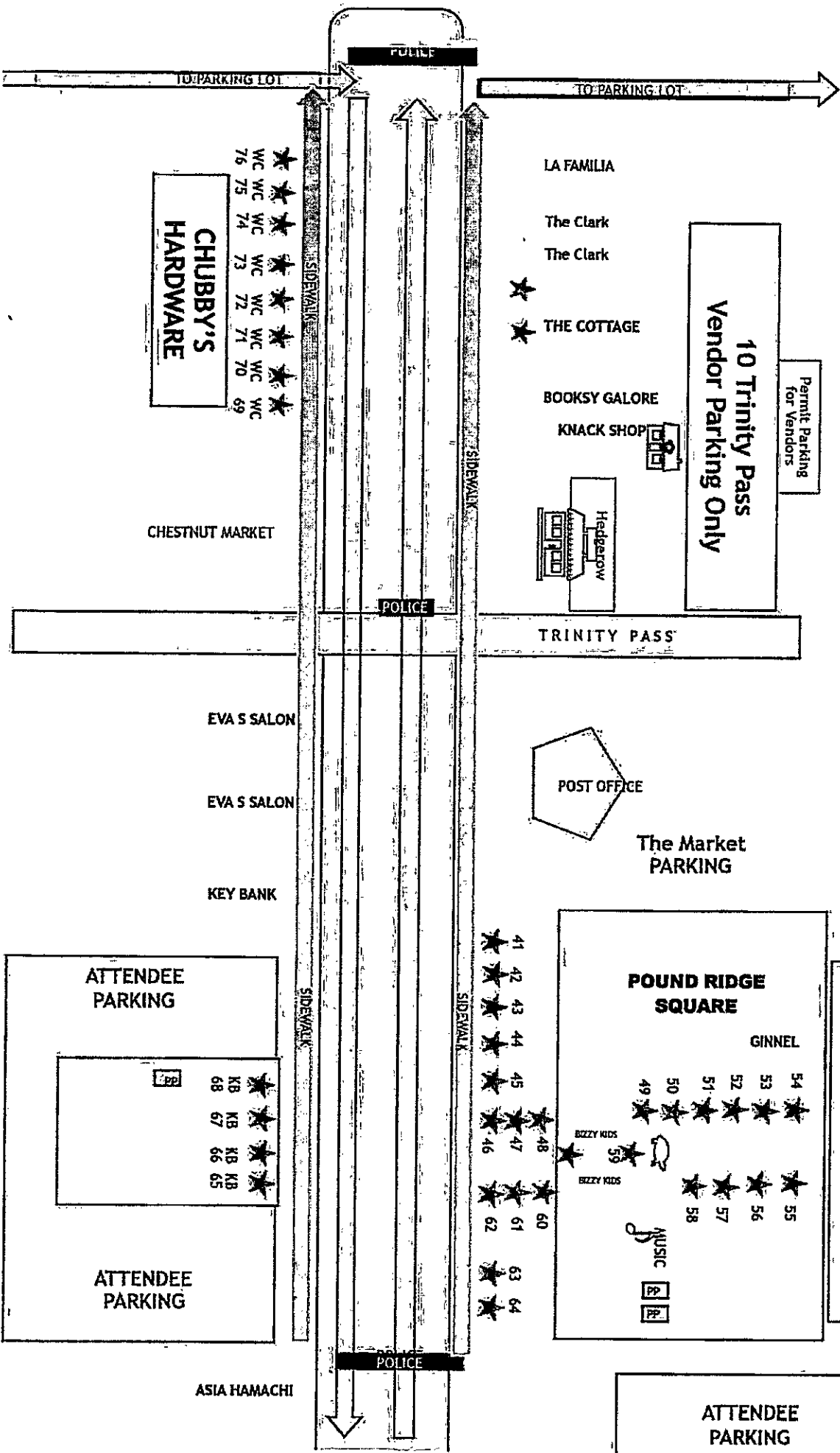
**10 Trinity Pass
Vendor Parking Only**

Permit Parking
for Vendors

TRINITY PASS

POST OFFICE

M-1



**CHUBBY'S
HARDWARE**

- ★ WC 76
- ★ WC 75
- ★ WC 74
- ★ WC 73
- ★ WC 72
- ★ WC 71
- ★ WC 70
- ★ WC 69

CHESTNUT MARKET

LA FAMILIA

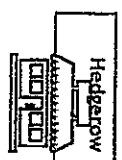
The Clark

The Clark

- ★
- ★ THE COTTAGE

BOOKSY GALORE

KNACK SHOP



**10 Trinity Pass
Vendor Parking Only**

Permit Parking
for Vendors

POLICE

TRINITY PASS

EVA S SALON



EVA S SALON

The Market
PARKING

KEY BANK

ATTENDEE PARKING

★ KB 68	★ KB 67	★ KB 66	★ KB 65
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ATTENDEE PARKING

- ★ 41
- ★ 42
- ★ 43
- ★ 44
- ★ 45
- ★ 46
- ★ 47
- ★ 48
- ★ 49
- ★ 50
- ★ 51
- ★ 52
- ★ 53
- ★ 54
- ★ 55
- ★ 56
- ★ 57
- ★ 58
- ★ 59
- ★ 60
- ★ 61
- ★ 62
- ★ 63
- ★ 64

POUND RIDGE SQUARE

GINNEL

BZZY KIDS

BZZY KIDS

MUSIC

THE MARKET

ATTENDEE PARKING

ASIA HAMACHI

POLICE



SPECIAL EVENT APPLICATION REVIEW

EVENT: PRBA Artisan and Vintage Flea 9/2/2023 DATE: 6/26/24

I have reviewed the Special Event Permit Application for the event indicated above.

SIGNATURE: *Thomas D. Mulcahy* NAME: Thomas D. Mulcahy, Chief of Police

DEPARTMENT:

- POLICE DEPARTMENT
- MAINTENANCE DEPARTMENT
- HIGHWAY DEPARTMENT
- BUILDING DEPARTMENT
- RECREATION DEPARTMENT
- OTHER (PLEASE SPECIFY): _____
- FIRE DEPARTMENT
- EMERGENCY SERVICES

APPROVAL/CONDITIONS:

- APPROVED
- DISAPPROVED
- APPROVED SUBJECT TO THE FOLLOWING CONDITIONS:

Lisa Miller has set up meeting with Lt. Murray in August prior to event to go over final details regarding parking
And Event setup.
Confirmation of permission for Parking at Barnwell, Artie Clark and Market Square with owners.
Coordinate with Highway Dept for barricades needed for driveway by Kitchen Table
PRBA must insure it has volunteers at parking locations – if following “Food Truck Friday” parking plan at
Scotts Corners Market Square- PD will provide Market Parking only signs for PRBA to borrow for restricted
Parking area

FOR TOWN DEPARTMENTS ONLY:

STAFFING NEEDED:	<u>9 officers & 1 supervisor holiday rate</u> <u>10hr detail</u>	STAFFING COST:	<u>\$7,325</u>
EQUIPMENT NEEDED:	_____	EQUIPMENT COST:	<u>\$</u>
OTHER COST ITEMS:	_____	OTHER COST:	<u>\$</u>
		TOTAL COST:	<u>\$7,325</u>

MEMORANDUM

To: Town Board
From: Erin Trostle, Town Clerk
Cc: Katherine Long
Dan Villalon
Daphne Everett
Date: June 27, 2024
Re: Special event permit application for Trivia Night

Please consider the attached special event permit application for Trivia Night at the Village Green, a community event organized by Katherine Long and Dan Villalon in coordination with The Kitchen Table. The event is tentatively scheduled for 6:30 pm to 8:30/9:00 pm on Saturday, August 10. There is no rain date.

The event is substantially similar to previous ones managed by the same organizers. The application has been reviewed and approved by the Recreation Supervisor, the Maintenance Supervisor, and the Police Chief.



SPECIAL EVENT PERMIT APPLICATION

Instructions for Applicants

APPLICANT INFORMATION

The **applicant** is the individual, group, or entity organizing the event. Examples of applicant **type** include nonprofit organization, town board or commission, school club, etc.

Applicant name: Katherine Long and Dan Villalon
Applicant type: Trivia night (community event)
Address: 34 S Bedford Rd
Pound Ridge NY 10567
Mailing address: (same)
Phone number: 917-678-9168
Email address: katherinerlong@gmail.com

EVENT INFORMATION

In addition to indicating event **type** (eg. street fair, festival, road race, parade, concert, etc.), please provide a detailed event description. Examples of event **purpose** include fundraising, promoting awareness, providing education, building community spirit, promoting local businesses, etc. **If the event is a fundraiser, the purpose should include information about how the resulting funds will be used.** Identify all locations where event activity will take place, including parking.

Event name: Trivia Night
Event type: Community Spirit
Description: Hosting trivia
Purpose: Have fun, learn something, any proceeds to be donated to the village green (after prizes awarded)

(adopted 04.12.2022)

Event date: Saturday, Aug 10 Alternate date: none

Event start time: 6:30 pm Event end time: 8:30/9 pm

Setup start time: 6:00pm Setup end time: 6:30 pm

Takedown start: 8:30 pm Takedown end: 9:30 pm

Location(s): The Village Green (77 Westchester Avenue)

On private property? Yes No

Parking location(s): Anywhere in town

On private property? Yes No

Road closure(s) requested: no

Closure times requested: N/A

Admission fee? Yes No

Parking fee? Yes No

VENDORS/LICENSES

If the answer to any of the questions below is yes, you must also complete the **Vendor/License Information Form**. If you are unable to complete the form at the time application is submitted, please note that a complete form will be required before the permit can be granted.

Will the event include food and/or beverage vendors?
 Yes No Number, if any (Kitchen Table)

Will any food or beverages be served without charge in conjunction with the event?
 Yes No

Will the event include non-food vendors?
 Yes No Number, if any

Will the event include alcoholic beverage vendors?
 Yes No Number, if any

Will any alcohol be served without charge in conjunction with the event?

Yes No

Will the event include gambling of any kind?

Yes No

CONTACTS

Primary contact name:	Katherine long		
Cell phone number:	917-678-9168	Email address:	katherinerlong@gmail.com
Event day contact name:	See above		
Cell phone number:		Email address:	
Weather contact name:	See above		
Cell phone number:		Email address:	

LOGISTICS

CROWD MANAGEMENT

Anticipated attendance:	~30-45 people		
Describe crowd control plan:	It is RSVP, so we will cap at 45		
Describe perimeter control plan:	Not needed		
Emergency services be present?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	
Will event be ADA compliant?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	

VOLUNTEERS

Indicate number of volunteers:	No
Describe role(s) of volunteers:	No

SANITATION/GARBAGE

Portable toilets provided?

<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No
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If so, how many?

[Redacted]

Garbage/recycling bins provided?

<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No
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Describe garbage/recycling plan:

Use garbage bins in town
(and Vendor will take care of their garbage)

NEIGHBORHOOD IMPACT/NOTIFICATION

Will there be noise impacts?

<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No
--------------------------	-----	-------------------------------------	----

If so, will there be amplified music?

<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No (microphone for the trivia MCing)
--------------------------	-----	-------------------------------------	--------------------------------------

Will there be light impacts?

<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No
--------------------------	-----	-------------------------------------	----

Have neighbors been notified?

<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No
--------------------------	-----	-------------------------------------	----

STRUCTURES/SAFETY

Tents or canopies?

<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No
--------------------------	-----	-------------------------------------	----

If yes, please describe:

[Redacted]

Stage or other structures?

<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No
--------------------------	-----	-------------------------------------	----

If yes, please describe:

[Redacted]

Fireworks or open flame?

<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No
--------------------------	-----	-------------------------------------	----

If yes, please describe:

[Redacted]

UTILITIES

Water access needed?

<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No
--------------------------	-----	-------------------------------------	----

If yes, please describe:

[Redacted]

Electricity needed?

<input checked="" type="checkbox"/>	Yes	<input type="checkbox"/>	No
-------------------------------------	-----	--------------------------	----

If yes, please describe:

Microphone amp

WiFi access needed?

Yes No

If yes, indicate number of users:

[Redacted]

PROMOTION

Banner permission requested?

Yes No

If so, indicate location and dates:

[Redacted]

Other signage?

Yes No

If so, please describe:

[Redacted]

TOWN RESOURCES

Town bus needed?

Yes No

If so, please indicate time period:

[Redacted]

Barricades or cones needed?

Yes No

If so, please specify:

[Redacted]

Other town-owned property needed?

Yes No

If so, please specify:

[Redacted]

OUTSIDE RESOURCES

Outside bus transportation?

Yes No

If so, please describe:

[Redacted]

Outside parking assistance?

Yes No

If so, please describe:

[Redacted]

Other outside resources?

Yes No

If so, please describe:

[Redacted]

SUPPORTING DOCUMENTS

Please indicate which supporting documents you are providing, including review forms being submitted directly by the reviewers.

MAPS/PLANS

<input checked="" type="checkbox"/>	Yes	<input type="checkbox"/>	No
<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No
<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No
<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No

- Event map (may incorporate parking/traffic plan)
- Parking/traffic plan (may be separate from event map)
- Weather plan (cancel if rains)
- Vendor List (and applicable licenses or permits)

REVIEW FORMS

<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
<input type="checkbox"/>	Yes	<input type="checkbox"/>	No

- Police Department review form
- Highway Department review form
- Maintenance Department review form
- Building Department review form
- Recreation Department review form
- Fire Department review form
- EMS review form
- Other review form

LEGAL DOCUMENTS

<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No
<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No
<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No

- Insurance certificate(s)
- Indemnity agreement(s)
- Permits/Licenses (other than for vendors)

<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No
--------------------------	-----	-------------------------------------	----

OTHER (specify):

DEPOSITS/FEES

Damage deposit paid (indicate amount):

Waiver requested:

<input checked="" type="checkbox"/>	Yes	<input type="checkbox"/>	No
-------------------------------------	-----	--------------------------	----

Application fee paid (indicate amount):

[Redacted]

Waiver requested:

<input checked="" type="checkbox"/>	Yes	<input type="checkbox"/>	No
-------------------------------------	-----	--------------------------	----

ENDORSEMENT

I certify that I have reviewed all application materials and that the information contained therein is, to the best of my knowledge, accurate and truthful.

I understand that Town Board approval of my application does not constitute a permit; that if the application is approved, I must meet any and all conditions specified by the Town Board before a permit can be issued; and furthermore, that under no circumstances may the event take place unless and until a permit has been issued.

Katherine Long

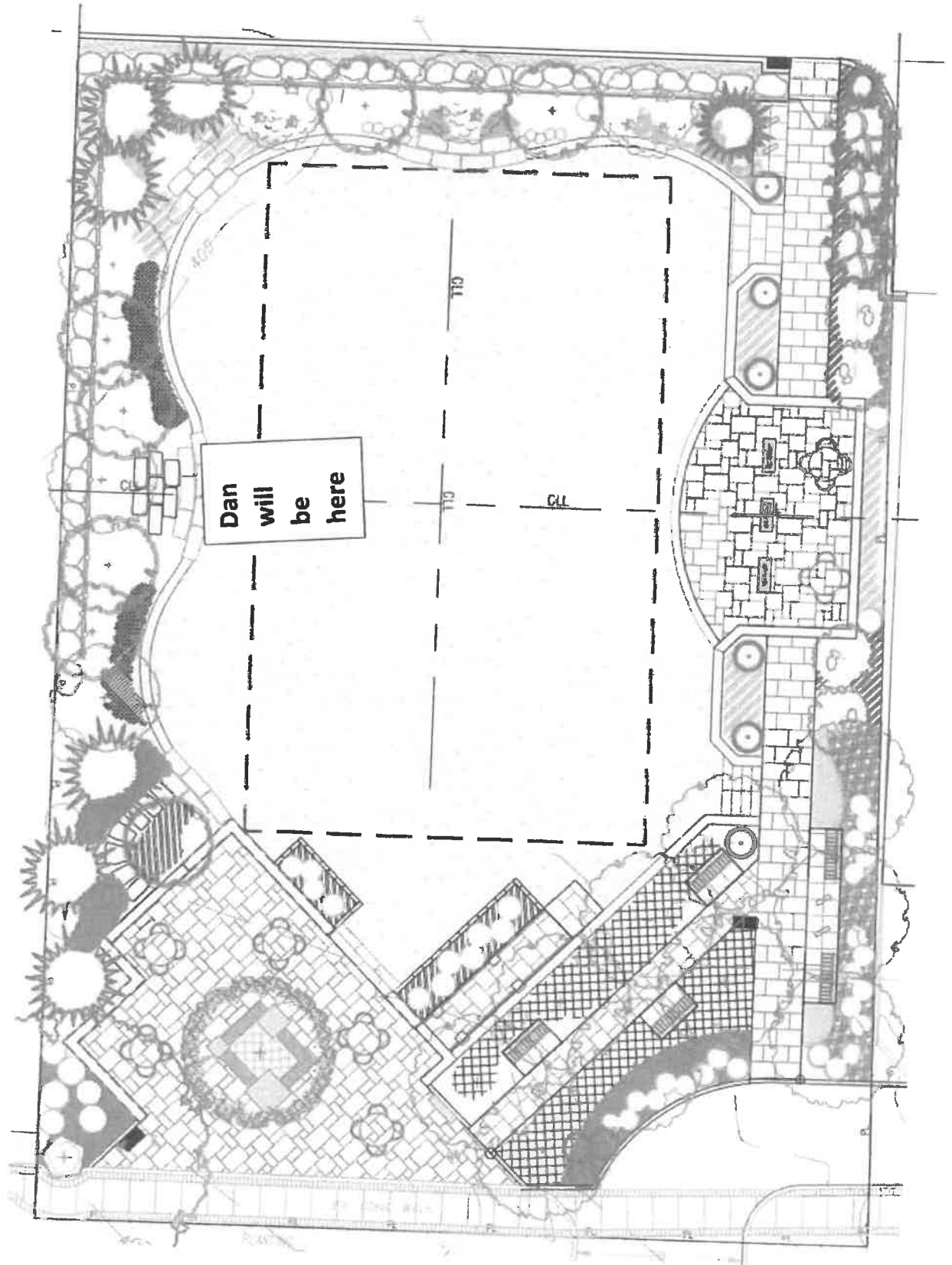
4.2.24

(signature)

(date)

Katherine Long

(printed name)



Town Clerk's Office

MEMORANDUM

To: Town Board
From: Erin Trostle
Date: July 27, 2024
Re: Standard Workday Resolution

I respectfully request that the Town Board establish standard work days for elected and appointed officials as specified in the attached reporting forms for purposes of reporting to the New York State and Local Employees' Retirement System.

Please type or print clearly
 in blue or black ink

Received Date

Standard Work Day and Reporting Resolution for Elected and Appointed Officials

Employer Location Code

3 0 0 0 4

SEE INSTRUCTIONS FOR COMPLETING FORM ON REVERSE SIDE

RS 2417-A

(Rev.11/19)

BE IT RESOLVED, that the Town of Pound Ridge / 30004 hereby established the following standard work days for these titles and will

(Name of Employer) (Location Code)

report the officials to the New York State and Local Retirement based on their record of activities:

Name	Social Security Number	NYSLRS ID	Title	Current Term Begin & End Dates	Standard Work Day	Record of Activities Result	Not Submitted	Pay Frequency	Tier 1
Elected Officials:									
Kevin Hansan	xxx-xx-xxxx	XXXXXXXXXX	Town Supervisor	01.01.2024-12.31.2025	6	31.06	<input type="checkbox"/>	biweekly	<input type="checkbox"/>
Matthew Brotmann	xxx-xx-xxxx	XXXXXXXXXX	Town Justice	01.01.2024-12.31.2027	6	1.70	<input type="checkbox"/>	biweekly	<input type="checkbox"/>
Renée Motola	xxx-xx-xxxx	XXXXXXXXXX	Town Justice	01.01.2022-12.31.2025	6	--	<input checked="" type="checkbox"/>	biweekly	<input type="checkbox"/>
Appointed Officials:									
William Harrington	xxx-xx-xxxx	XXXXXXXXXX	Town Attorney	01.01.2024-12.31.2024	6	2.31	<input type="checkbox"/>	biweekly	<input type="checkbox"/>
John Loveless	xxx-xx-xxxx	XXXXXXXXXX	Deputy Town Attorney	01.01.2024-12.31.2024	6	3.00	<input type="checkbox"/>	biweekly	<input type="checkbox"/>
							<input type="checkbox"/>		<input type="checkbox"/>

I, Erin Trostle, secretary/clerk of the governing board of the Town of Pound Ridge, of the State of New York,
(Name of Secretary or Clerk) (Circle one) (Name of Employer)

do hereby certify that I have compared the foregoing with the original resolution passed by such board at a legally convened meeting held on the _____ day of _____, 20____ on file as part of the minutes of such meeting, and that same is a true copy thereof and the whole of such original.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the _____ on this _____ day of _____, 20____,
(Name of Employer)

(Signature of Secretary or Clerk)

Affidavit of Posting: I, _____ being duly sworn, deposes and says that the posting of the Resolution began on
(Name of Secretary or Clerk)

_____ and continued for at least 30 days. That the Resolution was available to the public on the:
(Date)

- Employer's website at: _____
- Official sign board at: _____
- Main entrance Secretary or Clerk's office at: _____

(seal)



Received Date

Standard Work Day and Reporting Resolution for Elected and Appointed Officials Continuation Form

RS 2417-B

(Rev.04/20)

Please type or print clearly
in blue or black ink

Employer Location Code

3 0 0 0 4

Name	Social Security Number	NYSLRS ID	Title	Current Term Begin & End Dates	Standard Work Day	Record of Activities Result	Not Submitted	Pay Frequency	Tier 1
Elected Officials:									
Drifa Segal	xxx-xx-████	██████████	Receiver of Taxes	01.01.2022-12.31.2025	7	21.67	<input type="checkbox"/>	biweekly	<input type="checkbox"/>
Erin Trostle	xxx-xx-████	██████████	Town Clerk	01.01.2024-12.31.2027	7	21.67	<input type="checkbox"/>	biweekly	<input type="checkbox"/>
Alison Boak	xxx-xx-████	██████████	Town Board Member	01.01.2024-12.31.2027	6	—	<input checked="" type="checkbox"/>	quarterly	<input type="checkbox"/>
Diane Briggs	xxx-xx-████	██████████	Town Board Member	01.01.2022-12.31.2025	6	4.79	<input type="checkbox"/>	quarterly	<input type="checkbox"/>
Daniel Paschkes	xxx-xx-████	██████████	Town Board Member	01.01.2022-12.31.2025	6	—	<input checked="" type="checkbox"/>	quarterly	<input type="checkbox"/>
Namasha Schelling	xx-xx-████	██████████	Town Board Member	01.01.2024-12.31.2027	6	7.84	<input type="checkbox"/>	quarterly	<input type="checkbox"/>
							<input type="checkbox"/>		<input type="checkbox"/>
							<input type="checkbox"/>		<input type="checkbox"/>
							<input type="checkbox"/>		<input type="checkbox"/>
Appointed Officials:									
							<input type="checkbox"/>		<input type="checkbox"/>
							<input type="checkbox"/>		<input type="checkbox"/>
							<input type="checkbox"/>		<input type="checkbox"/>
							<input type="checkbox"/>		<input type="checkbox"/>
							<input type="checkbox"/>		<input type="checkbox"/>
							<input type="checkbox"/>		<input type="checkbox"/>
							<input type="checkbox"/>		<input type="checkbox"/>
							<input type="checkbox"/>		<input type="checkbox"/>



Town Clerk's Office

MEMORANDUM

To: Town Board
From: Erin Trostle
Date: July 27, 2024
Re: Standard Workday Resolution

I respectfully request that the Town Board establish standard work days for elected and appointed officials as specified in the attached reporting forms for purposes of reporting to the New York State and Local Employees' Retirement System.

Received Date

Standard Work Day and Reporting Resolution for Elected and Appointed Officials

Employer Location Code

3 0 0 0 4

SEE INSTRUCTIONS FOR COMPLETING FORM ON REVERSE SIDE

RS 2417-A

(Rev.11/19)

BE IT RESOLVED, that the Town of Pound Ridge / 30004 hereby established the following standard work days for these titles and will

(Name of Employer) (Location Code)

report the officials to the New York State and Local Retirement based on their record of activities:

Name	Social Security Number	NYSLRS ID	Title	Current Term Begin & End Dates	Standard Work Day	Record of Activities Result	Not Submitted	Pay Frequency	Tier 1
Elected Officials:									
Kevin Hansan	xxx-xx-████	██████████	Town Supervisor	01.01.2024-12.31.2025	6	31.06	<input type="checkbox"/>	biweekly	<input type="checkbox"/>
Matthew Brotmann	xxx-xx-████	██████████	Town Justice	01.01.2024-12.31.2027	6	1.70	<input type="checkbox"/>	biweekly	<input type="checkbox"/>
Renée Motola	xxx-xx-████	██████████	Town Justice	01.01.2022-12.31.2025	6	--	<input checked="" type="checkbox"/>	biweekly	<input type="checkbox"/>
Appointed Officials:									
William Harrington	xxx-xx-████	██████████	Town Attorney	01.01.2024-12.31.2024	6	2.31	<input type="checkbox"/>	biweekly	<input type="checkbox"/>
John Loveless	xxx-xx-████	██████████	Deputy Town Attorney	01.01.2024-12.31.2024	6	3.00	<input type="checkbox"/>	biweekly	<input type="checkbox"/>
							<input type="checkbox"/>		<input type="checkbox"/>

I, Erin Trostle, secretary/clerk of the governing board of the Town of Pound Ridge, of the State of New York,
(Name of Secretary or Clerk) (Circle one) (Name of Employer)

do hereby certify that I have compared the foregoing with the original resolution passed by such board at a legally convened meeting held on the _____ day of _____, 20____ on file as part of the minutes of such meeting, and that same is a true copy thereof and the whole of such original.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the _____ on this _____ day of _____, 20____,
(Name of Employer)

(Signature of Secretary or Clerk)

Affidavit of Posting: I, _____ being duly sworn, deposes and says that the posting of the Resolution began on
(Name of Secretary or Clerk)

_____ and continued for at least 30 days. That the Resolution was available to the public on the:
(Date)

Employer's website at: _____

Official sign board at: _____

Main entrance Secretary or Clerk's office at: _____

(seal)



Received Date

Standard Work Day and Reporting Resolution for Elected and Appointed Officials Continuation Form

Please type or print clearly
in blue or black ink

Employer Location Code

3 0 0 0 4

RS 2417-B

(Rev.04/20)

Name	Social Security Number	NYSLRS ID	Title	Current Term Begin & End Dates	Standard Work Day	Record of Activities Result	Not Submitted	Pay Frequency	Tier 1
Elected Officials:									
Drifa Segal	xxx-xx-████	██████████	Receiver of Taxes	01.01.2022-12.31.2025	7	21.67	<input type="checkbox"/>	biweekly	<input type="checkbox"/>
Erin Trostle	xxx-xx-████	██████████	Town Clerk	01.01.2024-12.31.2027	7	21.67	<input type="checkbox"/>	biweekly	<input type="checkbox"/>
Alison Boak	xxx-xx-████	██████████	Town Board Member	01.01.2024-12.31.2027	6	—	<input checked="" type="checkbox"/>	quarterly	<input type="checkbox"/>
Diane Briggs	xxx-xx-████	██████████	Town Board Member	01.01.2022-12.31.2025	6	4.79	<input type="checkbox"/>	quarterly	<input type="checkbox"/>
Daniel Paschkes	xxx-xx-████	██████████	Town Board Member	01.01.2022-12.31.2025	6	—	<input checked="" type="checkbox"/>	quarterly	<input type="checkbox"/>
Namasha Schelling	xx-xx-████	██████████	Town Board Member	01.01.2024-12.31.2027	6	7.84	<input type="checkbox"/>	quarterly	<input type="checkbox"/>
							<input type="checkbox"/>		<input type="checkbox"/>
							<input type="checkbox"/>		<input type="checkbox"/>
							<input type="checkbox"/>		<input type="checkbox"/>
Appointed Officials:									
							<input type="checkbox"/>		<input type="checkbox"/>
							<input type="checkbox"/>		<input type="checkbox"/>
							<input type="checkbox"/>		<input type="checkbox"/>
							<input type="checkbox"/>		<input type="checkbox"/>
							<input type="checkbox"/>		<input type="checkbox"/>
							<input type="checkbox"/>		<input type="checkbox"/>
							<input type="checkbox"/>		<input type="checkbox"/>
							<input type="checkbox"/>		<input type="checkbox"/>



CLAIM

TOWN OF POUND RIDGE
POUND RIDGE NY 10576



PURCHASE ORDER NO.:
DATE: 6/24/2024

**CLAIMANT'S
 AND
 ADDRESS**

Joseph DiPietro
 Chubby' s Hardware
 68 Westchester Avenue
 Pound Ridge, NY 10576

VENDOR #:

APPROPRIATION	AMOUNT	VOUCHER #
T32.3754	\$1,355.00	
TOTAL	\$1,355.00	

DATES	DESCRIPTION OF MATERIALS OR SERVICES	QUANTITY	UNIT PRICE	AMOUNT
6/24/2024	Return of unused Planning Board Escrow	1	\$1,355.00	\$1,355.00
	payable to Joseph DiPietro			\$0.00
	for 68 Westchester Avenue			\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
			TOTAL	\$1,355.00

CLAIMANT'S CERTIFICATION

I, _____, certify that the above account in the amount of \$1,355.00 is true and correct; that the items, services, and disbursements charged were rendered to or for the town on the dates stated; that no part has been paid or satisfied; that taxes, from which the municipality is exempt, are not included; and that the amount claimed is actually due.

_____ date *per mtg of Joe 6/24/24* signature _____ title

SPACE BELOW FOR TOWN USE

DEPARTMENT APPROVAL
 The above services or materials were rendered or furnished to the town on the dates stated and the charges are correct.

6/24/24 date *Christina SB Din* authorized official
PB Admin

APPROVAL FOR PAYMENT
 This claim is approved and ordered paid from the appropriations indicated above.

Christeen Dur

From: Christeen Dur
Sent: Monday, June 24, 2024 10:41 AM
To: 'Joe DiPietro'
Subject: PB Escrow and WCC bond
Attachments: Chubbys 68 Westchester #3754.xls; Pound Ridge PB Chubby's Hardware 227925-1--VS.pdf; Pound Ridge PB Chubby's Hardware 227925-2--VS.pdf; Pound Ridge PB Chubby's Hardware 227925-3--VS.pdf

Importance: High

Hi Joe

Per our conversation and your request, I will be submitting your Planning Board escrow refund of \$1,355 and Water Control bond of \$1,000 #2023-55 to the Town Board for approval.

For the Planning Board escrow, the summary and bills applied to your escrow are attached for your reference.

For the water control bond, please ask your design professional to send me a letter stating that the work has been done according to the approved site plan by this Thursday, June 27th so I can submit it for the July 2 Town Board meeting.

Please confirm that you want the checks payable Joseph DiPietro and mailed to 68 Westchester Avenue.

Thank you. Christeen

Christeen CB Dür
Grants Coordinator & Administrator
Planning Board & Water Control Commission

Date	Beginning Balance	Deposits Added	Payments Out	Ending Balance	Vendor	Comments	Invoice #	W&C	FPC
9/9/2022	0.00	4000.00		4000.00	Chubby's Inc.	ck #022953			
10/26/2022	4000.00		977.50	3022.50	P&D	227925-1	September		
12/23/2022	3022.50		707.50	2315.00	P&D	227925-2	November		
1/26/2023	2315.00		960.00	1355.00	P&D	227925-3	December		

4000.00 2645.00 **1355.00**

#3754 Chubby's

68 Westchester
Joe Di Pietro

CLAIM

TOWN OF POUND RIDGE
POUND RIDGE NY 10576



PURCHASE ORDER NO.:

DATE: 6/24/2024

**CLAIMANT'S
 AND
 ADDRESS**

Jonathan Stein
 128 Kitchawan Road
 Pound Ridge, NY 10576

VENDOR #:

APPROPRIATION	AMOUNT	VOUCHER #
T32.3679	\$1,543.00	
TOTAL	\$1,543.00	

DATES	DESCRIPTION OF MATERIALS OR SERVICES	QUANTITY	UNIT PRICE	AMOUNT
6/24/2024	Return of unused Planning Board Escrow	1	\$1,543.00	\$1,543.00
	payable to Jonathan Stein			\$0.00
	for 128 Kitchawan Road			\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
			TOTAL	\$1,543.00

CLAIMANT'S CERTIFICATION

I, _____, certify that the above account in the amount of \$1,543.00 is true and correct; that the items, services, and disbursements charged were rendered to or for the town on the dates stated; that no part has been paid or satisfied; that taxes, from which the municipality is exempt, are not included; and that the amount claimed is actually due.

_____ date *per mtg of Jon* signature _____ title

SPACE BELOW FOR TOWN USE

DEPARTMENT APPROVAL

The above services or materials were rendered or furnished to the town on the dates stated and the charges are correct.

6/24/24 date *Christen C Bordin* authorized official
P B Admin

APPROVAL FOR PAYMENT

This claim is approved and ordered paid from the appropriations indicated above.

Christeen Dur

From: Jon Stein <jonathan.b.stein@gmail.com>
Sent: Monday, June 10, 2024 1:58 PM
To: Christeen Dur
Subject: Re: PB escrow balance refund

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

This is perfect, thank you!

On Mon, Jun 10, 2024 at 12:41 Christeen Dur <cdur@townofpoundridge.com> wrote:

Hi Jon

Per your request, please find attached the summary of your PB escrow and the supporting bills.

I will submit the approval to refund your escrow balance of \$1,543 to the Town Board for their next meeting on July 2.,

Please confirm you would like the escrow payable to you and mailed to [128 Kitchawan Road](#).

Thank you. Christeen

Christeen CB Dür

Grants Coordinator & Administrator

Planning Board & Water Control Commission

Date	Beginning Balance	Deposits Added	Payments Out	Ending Balance	Vendor	Comments	Invoice #	P&D	FPC
9/12/2019	0.00	4000.00		4000.00		Jonathan Stein ck#101	PHASE 1- DOCK	1008	
11/7/2019	4000.00		1008.00	2992.00	P&D	Sept. 19	197905-1	774	
12/3/2019	2992.00		774.00	2218.00	P&D	Oct. 19	197905-2	45	
12/5/2019	2218.00	1782.00		4000.00		Jonathan Stein Ck#104	PHASE 2- HOUSE	1122	
12/24/2019	4000.00		45.00	3955.00	P&D	Nov. 19	197905-3		
1/8/2020	3955.00		1122.00	2833.00	P&D	Dec. 19	197907-1		
1/31/2020	2833.00		432.00	2401.00	P&D		197907-2		
3/20/2020	2401.00		768.00	1633.00	P&D	20-Feb	197907-3		
5/6/2020	1633.00		90.00	1543.00	P&D		197907-4		

5782.00 4239.00 **1543.00**

3679 #3679 Stein



June 27, 2024

To: Kevin Hansan, Town Supervisor and the Town Board

From: Elyse Arnow, Comprehensive Plan Committee
Christeen CB Dür, Grants Coordinator

Re: NYS Office of Planning, Development
& Community Infrastructure Grant for the Comprehensive Plan

Dear Kevin, Diane, Ali, Dan, Namasha,

The NYS Office of Planning, Development & Community Infrastructure has an grant opportunity for Comprehensive Plans through the State's Consolidated Funding Application. It is called the Smart Growth Community Planning & Zoning Grant Awards; program information is attached. The Comprehensive Plan Committee would like to apply for a grant to fund additional professional services. The Committee would like to continue to work with Hardesty & Hanover to review the existing plan that they helped develop in 2008 that was adopted in 2010, incorporate the work of our volunteer working groups and finalize the updated Plan. The grant application is due July 31, 2024. The minimum grant amount is \$75,000 with a local match of 10%, Last year's grant awards ranged from \$75,000 to \$178,000. Hardesty & Hanover's estimate for this additional work, \$150,200, is attached.

We are seeking your approval to apply for this grant to fund the additional professional services needed to finalize the Comprehensive Plan.

Let us know if you have any questions. Thank you for your consideration.

Elyse and Christeen

**Smart Growth Program Community Planning and Zoning Grant Program
2024-2025 REQUEST FOR APPLICATIONS**

I. INTRODUCTION:

The Department is soliciting applications through the New York State Consolidated Funding Application (CFA) under the Environmental Protection Fund Smart Growth Program from eligible towns, villages, cities, counties, regional planning entities, and not-for-profit organizations to advance the preparation and adoption of the following:

- A new or updated comprehensive plan for an entire town, village, or city that integrates smart growth principles as described in section V below, pursuant to Town Law §272-a, Village Law §7-722 or General City Law §28-a (hereinafter “Comprehensive Plan Grant”)

The comprehensive plan establishes the land use planning policy of communities in New York State and articulates the community vision and goals to guide official decision making. State law requires that all zoning regulations (i.e., local law, ordinance) be in accordance with a comprehensive plan; therefore, zoning and land use regulations are an important tool in implementing the goals of the comprehensive plan. Lack of a comprehensive plan, or an outdated comprehensive plan that no longer reflects the conditions and wishes of the community, can put a local government at risk of legal challenges to planning and zoning decisions. Applications are encouraged from those communities that do not have a comprehensive plan.

Some municipalities desire to focus planning, zoning, development and/or conservation efforts in priority areas, such as downtowns, central business districts, Brownfield Opportunity Areas designated by the Secretary of State, areas accessible to transit, critical environmental areas, or historic neighborhoods, among others. A comprehensive plan often addresses local and state planning and development goals, including clean energy siting, greenhouse gas reductions, downtown revitalization, equity and housing affordability, among others. Area plan projects must result in a holistic planning framework for the area of the town, village, or city that is the subject of the plan.

By preparing comprehensive or area plans that support smart growth principles, community stakeholders have the opportunity to evaluate local resources, develop goals and a comprehensive strategy for the best and most efficient use of those resources, propose future projects, and adopt a municipal-wide or area plan that will guide development to maximize economic, social, and environmental benefits for the community.

Planning should address a wide range of issues including, but not limited to, appropriate physical development, economic development, transportation patterns, natural and built resource inventories, affordable housing and demographic trends.

June 27, 2024

Comprehensive Plan Committee

Update from Elyse Arnow

The update process continues with several chapters now under draft by various, small working groups. In addition, several chapters are contemplated to begin to move forward after a hiatus where foundational work has now been completed to provide data and insight. These chapters include natural resources as well as our introduction. Other draft chapters well underway include a full and updated description of our community assets and organizations, which seeks input from our human rights committee on DEIJ with respect to offerings and volunteerism.

Currently, the focus has been on the business & economic development chapter with its reliance on sections of the infrastructure chapter on utilities and water-water/wastewater. H&H met with this committee two weeks ago to coordinate updated data needing to be gathered. H&H will again meet with this committee end of July. In the meantime, members are working on review of the 2 community engagement survey results- the last from June 2022, as well as gathering regional and publicly available data to describe current conditions- retail and customer trends as well as vacancy rates and demand.

Our community assets chapter has sought a rewrite from the recreation staff with a good meeting earlier this year leading to an outline for this section.

With conversations last year with PACE and H&H's inputs this year, it is hoped to structure a community engagement process around land use planning and housing later this year. Important inputs to these discussions are draft natural resource chapter sections as well as further analysis of community engagement already undertaken.

H&H has recently agreed to make the collection and synthesis of data to present in a chapter titled Data SnapShots a new priority. This way, chapter working groups will rely on this general demographic, geographic and trend data in drafting various chapter sections. This will include local land regional traffic data and analysis.

With initial work establishing guiding principles aligned with the APA's- American Planning Association- guidance for drafting municipal comprehensive plans, members of the update process continue to use the sustainable and smart growth strategies that form the basis of Greenburg's recent plan, New Castle's as well as Village of Mamaroneck's which is the result of H&H's recent planning guidance and engagement facilitation.

DETAILED FEE WORKSHEET: Town of Pound Ridge, NY Comprehensive Plan Update

HARDESTY & HANOVER

STAFF FEES

Loaded Hourly Rate	\$168	\$212	\$245	\$91	\$107	\$124	\$157	\$272	\$180
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TIME/FEE ESTIMATES BY TASK & CONSULTANT TEAM MEMBER

Phase	Title / Desc	Neil Desai AICP	Sarah Brown AICP	Victor Minerva AICP	Christian Demelo	Malcolm Simpson	Ayako Muir	Steve Cipolla PE	Greg Del Rio PE	DBE/MBE/WBE	Hrs	Fee
1	DISCOVER	60	16	2	4	0	0	0	4	75	161	\$28,900
2	ENGAGE & ENVISION	50	12	8	48	20	0	0	2	8	148	\$21,400
3	STUDY & ANALYZE	60	24	2	48	16	0	16	8	50	224	\$35,400
4	VISUALIZE & PLAN	50	10	8	48	16	60	8	8	50	258	\$38,400
5	ENVIRONMENTAL REVIEW (SEQRA)	0	30	0	16	0	0	0	0	60	106	\$18,600
6	PLAN REFERRAL	10	0	0	8	0	0	0	0	4	22	\$3,100
7	PLAN ADOPTION	8	4	0	0	0	0	0	0	3	15	\$2,700
TOTAL HOURS & FEE		238	96	20	172	52	60	24	22	250	934	\$148,500

EXPENSES ALLOWANCE

Item	Expenses	Allowance
a	Reproductions for meetings/events and draft/final products	\$1,400
b	Supplies & Misc online services (survey, wikimapping, data)	\$300
TOTAL EXPENSES		\$1,700
TOTAL FEES & EXPENSES		\$150,200