

**Town of pound Ridge Highway Dept.**

**MEMO**

**Date: May 5, 2023**

**To: Town Board**

**From: Highway Dept.**

**Members of the Board,**

**This memo is to get your permission to advertise and hire 2 part time/flagger positions at highway. The salary will be 15 \$ an hour and it is in the 2023 budget.**

**Thanks, Vinnie Duffield**

**Highway Supt.**

# **Memo**

To: Town Board  
From: Steven Conti  
Date: 5/5/2023  
Re: Bond Resolution

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I respectfully request the Town Board to authorize the Bond Resolutions totaling \$1,000,000 for the following:

- Road Construction and Maintenance: \$1,000,000

The 2023 Adopted Budget planned on utilizing \$500,000 of these funds with the remainder allocated for use in 2024 and 2025.

# Memo

To: Town Board  
From: Steven Conti  
Date: 5/5/2023  
Re: Konica/Minolta Copier Purchase

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I respectfully request authorization for the approval to purchase a new copy/scan/fax machine for the Town House based on the attached proposal.

The total cost of the machine is \$10,671.70 under state contract PM 68149. The contract also includes 0% financing with payments of \$177.86 for 60 months. This copier purchase will be paid from the budget line 1.1670.401 and replaces the machine that was originally purchased in December 2013.



# PROPOSAL

*May 3<sup>rd</sup>, 2023*

Submitted to:

Steven Conti  
Director of Finance  
Town of Pound Ridge  
179 Westchester Avenue  
Pound Ridge, NY 10576  
Phone: 914.764.3976  
Email: [sconti@townofpoundridge.com](mailto:sconti@townofpoundridge.com)



A Proposal By:  
KONICA MINOLTA BUSINESS SOLUTIONS USA, INC.  
127 West Main Street, Tarrytown, NY 10591



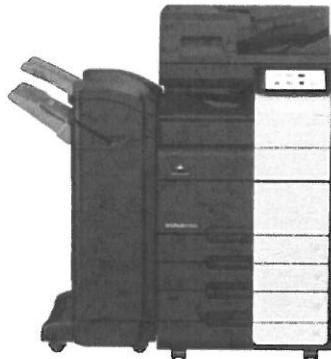
## Option #1 – Town House

Negotiated pricing through The New York OGS Division of Procurement Services  
Contract PM 68149

**Konica Minolta – Bizhub 650i**  
B/W - 65 pages per minute

**Replace Bizhub 654e (s/n A5YN017000012)**

Item Description
BIZHUB 650I
MFP DELIVERY CHARGE - LEVEL TWO
BASIC NETWORK SERVICE - BNS04
PC-416 CABINET
FS-539
RU-513 RELAY UNIT
PK-524 2/3 PUNCH UNIT FOR FS-539
FK-514 FAX KIT (1st & 2nd LINE)
WT-506 WORKING TABLE
PWRFILTER WNOISE & SURGE PROTECT 120V/15A
BIZHUB SECURE



*Image may differ from actual product*

**Purchase Price - \$10,671.70**

**OR**

**60-month DPP: \$177.86/month for hardware**

**B/W copies billed at \$0.00610/page**

(The cost/copy above includes all maintenance, service, supplies, parts, toner and staples – all consumables except paper.)

# Town of Pound Ridge

Tel.: 914-764-5511  
Fax: 914-764-0102



To: Town Board

From: Andrea Russo

Date: May 9, 2023

Re: Water Fountain

I respectfully request the approval to move forward with installing a multifunctional water fountain sponsored by The Pound Ridge Partnership, the Recreation Commission has approved. Please see attached proposal and site plan for the water fountain.

Respectfully,

Andrea Russo  
Supervisor of Recreation & Parks



## **Water Fountain and Bottle Refill Project**

The Pound Ridge Partnership will sponsor the purchase and installation of a filtered ADA compliant, bottle-refill water fountain, with dog bowl/fountain at the town park.

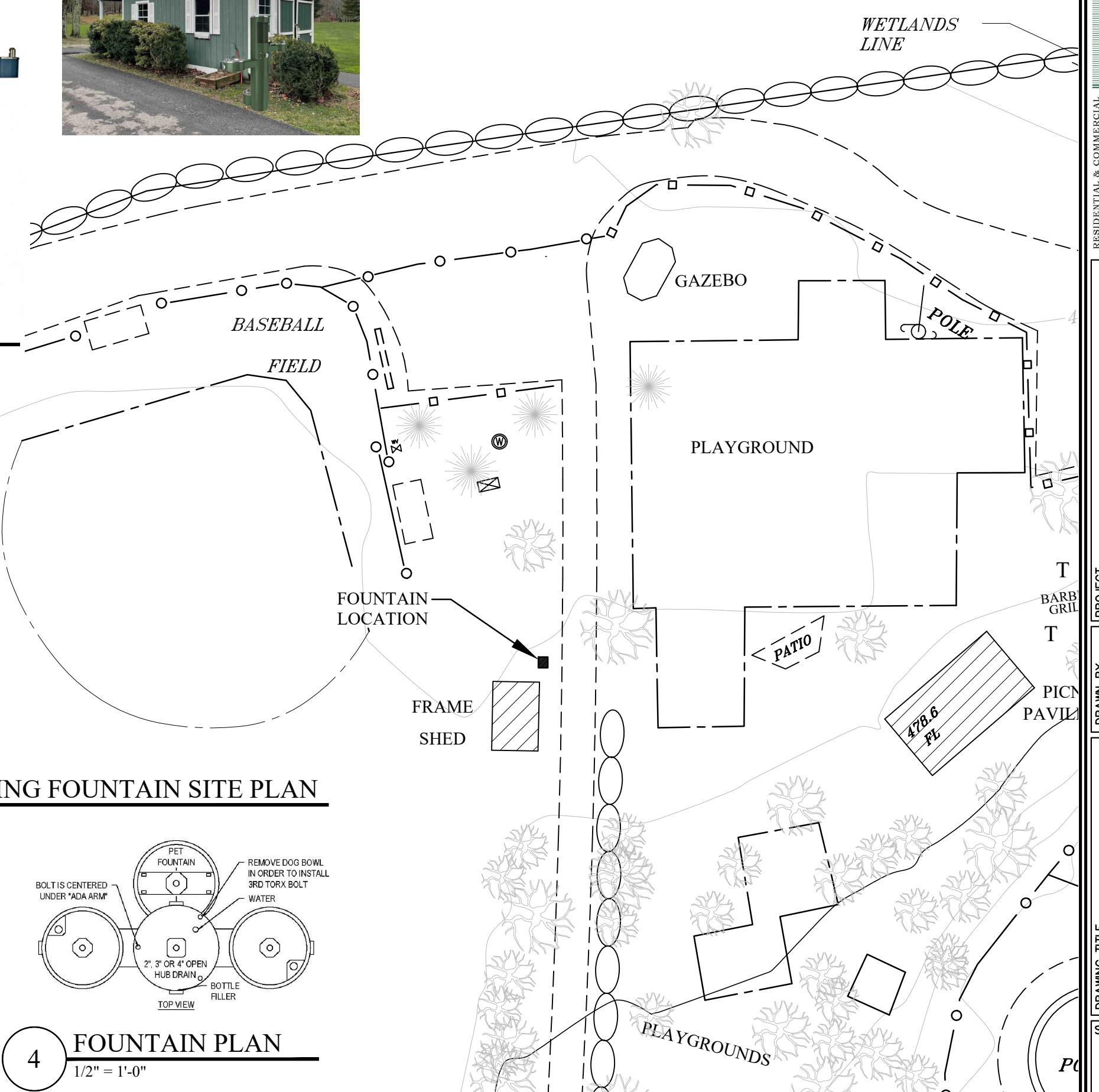
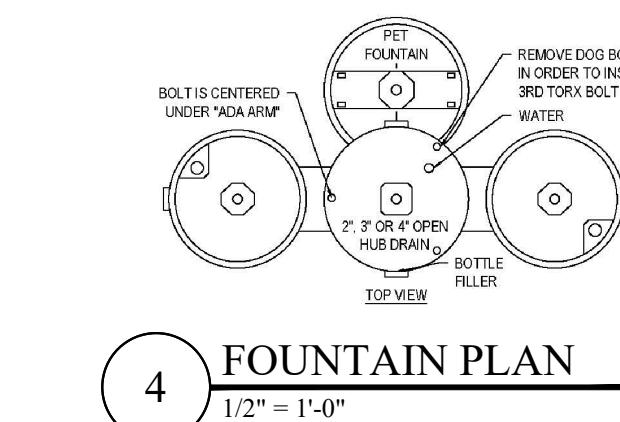
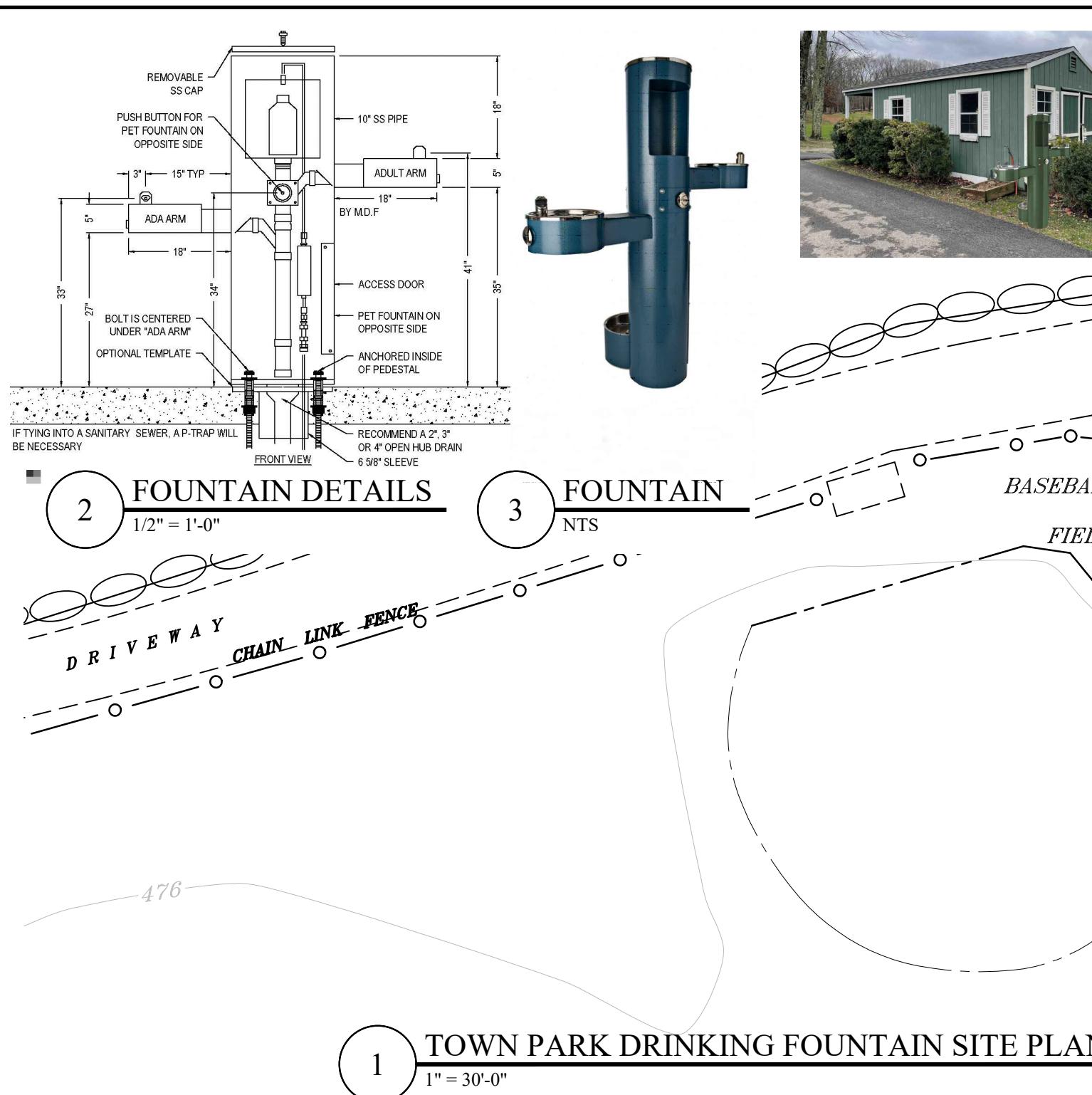
This water fountain will enable community members, and their pets, access to clean drinking water to stay hydrated at the park and/or quickly fill their own personal water bottles with filtered water, greatly reducing disposable plastic bottles.

The fountain will be connected to an existing plumbing line by the camp shed, so installation should be straightforward and is in close proximity to the playground, ball fields, and path. The water supply connection for the fountain is above grade and filters generally last about a year before replacing (annual filter cost to Rec. Dept. approx. \$100 to \$200), so winterization and maintenance are easy. Optional accessories are available, such as a hose bib connection and jug fillers but we do not think these are needed.

### **Installation:**

1. Prepare area near Camp Shed
  - Remove bush by back door
  - Dig drywell for water drain
  - Dig line for water hookup
2. Run Water Line
3. Pour Concrete Pad to receive the Fountain
  - Complete Plumbing Rough
  - Integrate the Pad into the asphalt walkway
4. Install Fountain
  - Attach Fountain to bracket in slab
  - Attach Water Supply

See attached Site Plan.



# Memo

To: Town Board

Date: 5/3/2023

From: Andrea Russo (supervisor), Melissa Trail (recreation leader) Recreation Dept.

Re: Conant Hall Deposit Refund

I hereby request the refund of \$ 500 for Barbara Araujo and \$ 500 for Alessandra Hernandez. These are refunds for Conant Hall deposit. Hall was used on the weekend of April 29<sup>th</sup> -April 30<sup>th</sup>.

Thank you,  
Andrea Russo  
Recreation Supervisor  
Melissa Trail  
Recreation Leader

## CLAIM

**TOWN OF POUND RIDGE  
POUND RIDGE NY 10576**



**PURCHASE ORDER NO.:**

DATE: 4/28/2023

**CLAIMANT'S  
NAME  
AND**

Alessandra Hernandez  
26 Col Sheldon Ln  
Pound Ridge, NY 10576

**VENDOR #:**

APPROPRIATION	AMOUNT	VOUCHER #
T30	\$500.00	
<b>TOTAL</b>	<b>\$500.00</b>	

## **CLAIMANT'S CERTIFICATION**

I, [REDACTED], certify that the above account in the amount of [REDACTED] 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	signature		title
<b>SPACE BELOW FOR TOWN USE</b>			
	<b>DEPARTMENT APPROVAL</b>		<b>APPROVAL FOR PAYMENT</b>
The above services or materials were rendered or furnished to the town on the dates stated and the charges are correct.		This claim is approved and ordered paid from the appropriations indicated above.	
date	Prepared by		
date	Department Head		

## CLAIM

**TOWN OF POUND RIDGE  
POUND RIDGE NY 10576**



**PURCHASE ORDER NO.:**

**DATE:** 4/28/2023

**CLAIMANT'S  
NAME  
AND**

Barbara Araujo  
32 Pine Drive  
Pound Ridge, NY 10576

**VENDOR #:**

APPROPRIATION	AMOUNT	VOUCHER #
T30	\$500.00	
<b>TOTAL</b>	<b>\$500.00</b>	

## **CLAIMANT'S CERTIFICATION**

I, [REDACTED], certify that the above account in the amount of [REDACTED] 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.

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date	Prepared by	
date	Department Head	

# Memo

To: Town Board

Date: 5/3/2023

From: Andrea Russo (supervisor), Melissa Trail (recreation leader) Recreation Dept.

Re: Conant Hall Deposit Refund

I hereby request the refund of \$ 500 for Northern Star Quilters Guild. Conant hall was used on May 2nd.

Thank you,  
Andrea Russo  
Recreation Supervisor  
Melissa Trail  
Recreation Leader

## CLAIM

**TOWN OF POUND RIDGE  
POUND RIDGE NY 10576**



**PURCHASE ORDER NO.:**

**DATE:** 5/3/2023

**CLAIMANT'S  
NAME  
AND**

Northern Star Quilter's Guild  
74 West Lane  
Pound Ridge, NY 10576

**VENDOR #:**

APPROPRIATION	AMOUNT	VOUCHER #
T30	\$500.00	
<b>TOTAL</b>	<b>\$500.00</b>	

## **CLAIMANT'S CERTIFICATION**

I, [REDACTED], certify that the above account in the amount of [REDACTED] 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	signature	title
<b>SPACE BELOW FOR TOWN USE</b>		
	<b>DEPARTMENT APPROVAL</b>	<b>APPROVAL FOR PAYMENT</b>
The above services or materials were rendered or furnished to the town on the dates stated and the charges are correct.		This claim is approved and ordered paid from the appropriations indicated above.
date	Prepared by	
date	Department Head	

# Town of Pound Ridge

Tel.: 914-764-5511  
Fax: 914-764-0102



To: Town Board

From: Andrea Russo

Date: May 3, 2023

Re: T-Shirt & Pint Glass Order

I respectfully request to purchase our camper shirts, staff shirts, lifeguard shirts, and 5k Road Race shirts from Diamondback Sportswear, in addition to pint glasses. Diamondback Sportswear came in with the lowest price (\$7.914.50).

Respectfully,

Andrea Russo  
Supervisor of Recreation & Parks



1575 Stillwell Avenue  
Bronx, NY 10461

Phone # 718-994-4988  
Fax # 718-994-4705  
www.diamondbacksportswear.com

DOE Approved  
# DIA234021

A 3% convenience fee has been added to your estimate. If you choose to pay with cash or check such fee will be waved.

# Estimate

Date	Estimate #
4/26/2023	1033

Name / Address
Town of Pound Ridge Andrea Russo 179 Westchester Ave Pound Ridge, NY 10576

Terms	Rep	Other
Purchase Order	AM	

Item	Description	Qty	Cost	Total
SAN MAR	Style PC54 tee shirts, hunter green. Left chest print: Camp logo. Back: STAFF / "Don't stand by, Stand UP!". white print	54	6.50	351.00T
SAN MAR	Style PC54 tee shirts, white. Left chest print: Camp logo. Back: STAFF / "Don't stand by, Stand UP!" dark green print	126	6.25	787.50T
BRODER	Style TT51 polo shirts, royal blue. Left chest print: Camp logo. Back: "Don't stand by, Stand UP!"	48	12.75	612.00T
SAN MAR	Style PC54 tee shirts, white. Full front print: Camp logo. Dark green print	318	4.25	1,351.50T
SAN MAR	Style PC54 tee shirts, red. Left chest: POUND RIDGE POOLS (arched over cross). Back print: STAFF (over cross). white print	60	6.50	390.00T
SAN MAR	Style PC54TT tank tops, white. Same print as above, red print	60	6.75	405.00T
SAN MAR	Style 996M hooded sweatshirts, red. Same print as above, white print	60	16.00	960.00T
SAN MAR	Style PC54TT tank tops, navy. Same print as above, as well as CAMP GUARD. white print	30	7.25	217.50T
SAN MAR	Style PC54 tee shirts, Front print: two color Road Race logo, Back: one color design	200	7.00	1,400.00T
SAN MAR	Style PC54Y youth tee shirts, red. Same design as above	75	8.00	600.00T
OTHER	Pint size glasses, one color print on two sides of glass	200	2.20	440.00T
OTHER	Set up for glass print	1	50.00	50.00T
Shipping	Shipping and Handling	1	325.00	325.00T

Please click on the link below to make a payment  
<https://www.diamondbackny.com/paymentportal>

<b>Subtotal</b>	\$7,889.50
<b>Sales Tax (0.0%)</b>	\$0.00
<b>Total</b>	\$7,889.50



Pro-Forma Invoice # HIAA9633

Amount Due \$7,964.10

Promotional Source

245 Route 100  
Somers. NY 10589

Phone: 914-232-1700

**Sales Person**  
CAROLYN KINGSTON

**Invoice Date**  
05/02/2023

**In-Hands Date**  
05/16/2023  
(Firm)

#### Acknowledgement

Andrea Russo  
Pound Ridge Recreation Dept  
179 Westchester Ave  
Pound Ridge. NY 10576-1741  
United States  
arusso@townofpoundridge.com  
914.916.0613

#### Ship To

Customer Pick Up Somers  
Pound Ridge Recreation Dept  
179 Westchester Ave  
Pound Ridge. NY 10576-1741  
United States  
mtrail@townofpoundridge.com  
914-232-1700

**Terms:**  
Net 30

**Pay With:**  
Check

**Ship Via:**  
Cust Pick Up

Product #	Description	Qty	Price	Total Price
CPN-5394564	Port & Company - Core Cotton Tee.	54		
		54	\$6.65	\$359.10
		S	M	L

Cotton/Kelly

10

14

16

14

#### Decoration Details

Proof Required: None

Totals (USD)

\$359.10

Product #	Description	Qty	Price	Total Price
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CPN- 550763328	Sport-Tek PosiCharge RacerMesh Polo.	48		
		41	\$13.35	\$547.35
		S	M	L
	Polyester Mesh/True Royal	7	12	8
		14		
		7	\$15.35	\$107.45
		2XL		
	Polyester Mesh/True Royal		7	
<b>Decoration Details</b>				
<b>Proof Required:</b> None				
			<b>Totals (USD)</b>	<b>\$654.80</b>

Product #	Description	Qty	Price	Total Price
CPN-5394564	Port & Company - Core Cotton Tee.	126		
		126	\$6.50	\$819.00
		S	M	L
	White	24	54	34
		14		
<b>Decoration Details</b>				
<b>Proof Required:</b> None				
			<b>Totals (USD)</b>	<b>\$819.00</b>

Product #	Description	Qty	Price	Total Price
CPN-5394575	Port & Company - Youth Core Cotton Tee.	261		
		261	\$4.50	\$1,174.50
		XS	S	M
	Cotton/White	24	35	100
		87	15	
<b>Decoration Details</b>				
<b>Proof Required:</b> None				
			<b>Totals (USD)</b>	<b>\$1,174.50</b>

Product #	Description	Qty	Price	Total Price
CPN-5394564	Port & Company - Core Cotton Tee.	57		
		57	\$4.50	\$256.50
		S	M	L
	White	30	15	10
			2	

Product #	Description	Qty	Price	Total Price
<b>Decoration Details</b>				
<b>Proof Required:</b> None				
<b>Totals (USD)</b>				<b>\$256.50</b>

Product #	Description	Qty	Price	Total Price
CPN-5394564	Port & Company - Core Cotton Tee.	60		
				60      \$7.12
		<b>S</b>	<b>M</b>	<b>L</b>
	<b>Red</b>	10	20	20
<b>Totals (USD)</b>				<b>\$427.20</b>

Product #	Description	Qty	Price	Total Price
CPN-550777722	Port & Company Core Cotton Tank Top.	60		
				60      \$7.50
		<b>S</b>	<b>M</b>	<b>L</b>
	<b>Cotton/White</b>	10	20	20
<b>Totals (USD)</b>				<b>\$450.00</b>

Product #	Description	Qty	Price	Total Price
CPN-5561882	Port & Company - Core Fleece Pullover Hooded Sweatshirt.	60		
				60      \$17.05
		<b>S</b>	<b>M</b>	<b>L</b>
	<b>Blend: Cotton/Polyester Fleece (50/50)/Red</b>	10	20	20
<b>Totals (USD)</b>				<b>\$1,023.00</b>

Product #	Description	Qty	Price	Total Price
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CPN- 550777722	Port & Company Core Cotton Tank Top.	30		
		30	\$7.85	\$235.50
		<b>S</b>	<b>M</b>	<b>L</b>

Navy	5	10	10	5
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#### Decoration Details

**Proof Required:** None

**Totals (USD)** **\$235.50**

Product #	Description	Qty	Price	Total Price
CPN-5394564	Port & Company - Core Cotton Tee.	200		
		200	\$7.20	\$1,440.00
		<b>S</b>	<b>M</b>	<b>L</b>

Cotton/Red	60	40	60	40
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#### Decoration Details

**Proof Required:** None

**Totals (USD)** **\$1,440.00**

Product #	Description	Qty	Price	Total Price
CPN-5394575	Port & Company - Youth Core Cotton Tee.	75		
		75	\$8.10	\$607.50
		<b>XS</b>	<b>S</b>	<b>M</b>

Cotton/Red	10	10	20	25	10
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#### Decoration Details

**Proof Required:** None

**Totals (USD)** **\$607.50**

Product #	Description	Qty	Price	Total Price
CPN-5384072	16 oz. Pint Glasses - Imprint Option: Color- 1 Color Imprint	200		
		200	\$2.29	\$458.00
		<b>16 oz</b>		
		Glass/Clear	200	
	Set Up Double Sided	1	\$59.00	\$59.00

#### Decoration Details

**Proof Required:** Email

**Proof Email Address:** kingston.aia@gmail.com

Product #	Description	Qty	Price	Total Price
			<b>Totals (USD)</b>	<b>\$517.00</b>

<b>Subtotal:</b>	<b>\$7,964.10</b>
Sales Tax:	\$0.00
<b>Amount Due:</b>	<b>\$7,964.10</b>

### Freight Additional

If you would like to pay by credit card, please enter your credit card information into this system: <https://customers.myaiia.com/>

\*For proper credit to your account. PLEASE make checks payable to "AIA Services. LLC" and INCLUDE THE INVOICE NUMBER ON YOUR REMITTANCE\*

Remit all payments to:

Standard Mail:	Courier Packages:
AIA CORPORATION	AIA CORPORATION
8148 SOLUTIONS CENTER	222 W. COLLEGE AVE.. 9TH FLOOR
CHICAGO IL 60677-8001	APPLETON. WI 54911

Thank you for your order! We appreciate your business!

Notice is hereby given that this invoice is assigned and payable to Adventures in Advertising ("AIA"). Customer agrees to indemnify AIA for all sums due and owing under this invoice, and all related costs of collection of any monies due including, but not limited to, related attorneys and court fees for any collection efforts made by AIA. The provisions of this invoice supersede any other oral or written understandings or contractual agreements between you and your AIA Franchise Owner or Affiliate.

**Quote #16276****QUOTE**

Town of Pound Ridge Bid 2023

Thank you for your business!



**BSP Apparel Studio - New**  
**Milford** **Created** May 2. 2023  
**103 Danbury Road** **Customer Due** May 2. 2023  
**Suite A** **Date**  
**New Milford, Connecticut** **Total** \$11.245.97  
**06776** **Outstanding** \$11.245.97  
**860-323-0025**  
<http://www.bspApparelStudio.com>  
**NewMilford@bspApparelStudio.com**

**Customer Billing**

Town of Pound Ridge  
 Andrea Russo  
 914916 0613  
 arusso@townofpoundridge.com

**Customer Shipping**

Town of Pound Ridge  
 Andrea Russo

Category	Item #	Color	Description	Qty	Items	Price	Taxed	Total
Screen Printing - Tee	PC54	Clover Green	Port & Company -- Core Cotton Tee.	54	54	\$9.53	X	\$514.62
Screen Printing - Tee	PC54	White	Port & Company -- Core Cotton Tee.	126	126	\$9.53	X	\$1.200.78
Screen Printing - Polo	NKDC1963	Game Royal	Nike - Dri-FIT Micro Pique 2.0 Polo	48	48	\$37.54	X	\$1.801.92

IMPRINT #16276-1

IMPRINT #16276-2

**3. Retail Screen Printing • 5 Color**

Left chest  
 Camp logo with staff underneath  
 Ink: Two reds. two blues. lime green. base needed

**3. Retail Screen Printing • 1 Color**

Top of back  
 "Don't stand by. Stand UP!"  
 athletic block font  
 White ink

Category	Item #	Color	Description	Qty	Items	Price	Taxed	Total
Screen Printing - Tee	PC54	Red	Port & Company - - Core Cotton Tee.	200	200	\$8.46	X	\$1.692.00
Screen Printing - Youth Tee	PC54Y	Red	Port & Company - - Youth Core Cotton Tee.	75	75	\$8.61	X	\$645.75

IMPRINT #16276-7

IMPRINT #16276-8

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**3. Retail Screen Printing • 2 Color   3. Retail Screen Printing • 1 Color**

Full front	Full back
Road race logo	Sponsors logos TBD
Ink: blue and white	White ink only

<b>Total Quantity</b>	1031
<b>Item Total</b>	\$10.574.49
<b>Fees Total</b>	\$0.00
<b>Sub Total</b>	\$10.574.49
<b>Tax</b>	\$671.48 ( 6.35% )
<b>Total Due</b>	\$11.245.97
<b>Paid</b>	\$0.00
<b>Outstanding</b>	\$11.245.97

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Artwork must be checked for spelling, color, placement, and accuracy. Invoice must be checked for garment style, garment color, and size quantities. It is important to look over every detail of the mockup and invoice as this is how your order will be received. BSP will not accept responsibility for corrections implemented and/or requested after approval. Any modifications requested after customer approval will result in production delays and may incur additional expenses, while also requiring another approval.

Thank you

Category	Item #	Color	Description	Qty	Items	Price	Taxed	Total
Screen Printing - Tee	PC54	Red	Port & Company - - Core Cotton Tee.	200	200	\$8.46	X	\$1.692.00
Screen Printing - Youth Tee	PC54Y	Red	Port & Company - - Youth Core Cotton Tee.	75	75	\$8.61	X	\$645.75

IMPRINT #16276-7

IMPRINT #16276-8

**3. Retail Screen Printing • 2 Color    3. Retail Screen Printing • 1 Color**

Full front	Full back
Road race logo	Sponsors logos TBD
Ink: blue and white	White ink only

<b>Total Quantity</b>	1031
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<b>Outstanding</b>	\$11.245.97

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Thank you

# Town of Pound Ridge

Tel.: 914-764-5511  
Fax: 914-764-0102



To: Town Board

From: Andrea Russo

Date: May 3, 2023

Re: Pool Liners

I respectfully request the approval to purchase pool liners from one of the two companies RenoSys or Natare Corporation, approved by the Recreation Commission. The two companies will line the two larger pools to stop the massive water leakage. Peter Harckham (State and Municipal Facilities Program (SAM) granted \$220,00.00. Three thousand dollars of the grant, was used for engineering purposes. Updated grant \$217,000.

RenoSys estimate: \$269,309.00. Difference needed: \$52,309.00

Natare Corporation: \$304,669.00. Difference needed: \$87,669.00

Respectfully,

Andrea Russo  
Supervisor of Recreation & Parks



2825 E. 55th Place  
Indianapolis, IN 46220

800.783.7005  
RenoSys.com

Quote #:20221101-JR2-R1

April 25, 2023

## Pound Ridge Park – Pound Ridge, NY

### RenoSys PVC Membrane Quotation – REV1

Install new RenoSys 60 mil PVC Pool Membrane System in the existing **TWO** swimming pools employing the following components and services:

- Broom clean pool surface and remove dirt and debris.
- Coat interior of pool with sanitizing agent. Apply RenoFelt adhesive as required.
- Apply RenoFelt 11 (150 mil) to isolate membrane from the pool (as required).
- Install the 60 mil RenoSys PVC membrane through hot air welding throughout.
- **RenoSys to install skirt to bottom of existing stainless steel gutter. RenoSys to perform pressure test on supply tube to test for leaks. If supply tube does not pass pressure test, RenoSys to perform on site repairs at a rate of \$295 per hour.**
- **RenoSys PVC Pool Membrane to terminate at top of pool wall to newly installed skirt at bottom of gutter.**
- Cut out for all main drains, inlets, skimmers, and lights in pool. All pool penetrations will be terminated with custom fabricated PVC compression flanges.
- Complete additional perimeter caulking, detail work, and finish work to make a complete watertight installation.
- Install Depth/No Diving markers, Lane Lines, Targets and Pool Safety markings onto surface membrane to match existing, if applicable.
- Custom Logos and embellishments will be priced separately, upon request.
- Clean site suitable for pool filling and perform final inspection.
- Pool Membrane and all welds shall carry a **10 year limited warranty**.
- Other installation items shall carry a **1 year limited warranty**. (e.g. caulk, fasteners at compression fittings etc...)
- RenoSys submittals to include New York PE stamp for review by county
- Includes estimated Westchester County prevailing wage rates

**RenoSys PVC Pool Membrane ..... Furnished & Installed ..... \$269,309.00**

Price is valid for 30 days, based on pool dimensions shown on Drawing Sheet 2 by HMG Engineers dated 7/24/20. Minimal surface prep, (8 Total Man Hours) is included in this proposal. **Payment terms for the contracted work will be paid as follow: 25% upon contract execution, 65% upon arrival and 10% upon substantial completion (2 days prior to completion).** Should RenoSys be required to remobilize our crew due to non-readiness of the swimming pool or concealed conditions requiring additional work, then a \$2,500 charge order for remobilization will be assessed. All designs and data included and implied within the contents of these documents are proprietary to ARS. ARS will not be held liable based upon inaccurate, unknowns, or limited information or conditions provided by the purchaser/owner to create enclosed contents. All submitted drawings, details and data are subject to verification, accuracy, and approval by the purchaser/owner. No sales, use, local, county, state, B&O, privilege and/or other applicable taxes are included in this proposal, and purchaser agrees to pay all taxes imposed upon seller by state and/or federal regulation as it pertains to this contract. Taxes will be added and paid by purchaser unless a valid Sales Tax Exemption Form is provided. Use tax may still be required to be paid by the purchaser, even if the entity is tax exempt. Bonds, permits, prevailing or Davis-Bacon wages, or any additional fees are not included in this proposal.

I have read and understand the information contained on the reverse side of this contract, conditions, installation, and quotation and agree to the terms within.

For Aquatic Renovations Systems, Inc.

Customer (Signature):

Steve C. Comstock / President

Date

Print Name / Title

Date

*Focused on Aquatic Renovation & Construction™*

PVC Pool Membranes | PVC Pool Decking | Pool Gutters, Grating & Deck Drains | Stainless Steel & Concrete Pools | Elevated Pools & Spas

## Agreement for Installation of a RenoSys PVC Membrane System

This contract, entered into between **Aquatic Renovation Systems, Inc.**, and "Purchaser" is for the purpose of having ARS furnish and install the RenoSys PVC Membrane System and for additional services or options, if any, as outlined on page #1 of the attached proposal. Pricing is to include the installation of the RenoSys PVC Membrane System in accordance with the standard specifications and technical directives for a RenoSys PVC Membrane System.

This contract is subject to the following terms and conditions:

- 1) The contract sum listed on page #1 covers only the products and services specifically mentioned therein. No modifications, additions, or deletions will be accepted except by written request via re-submission of modifications to the contract scope and/or approved amount authorized by written change order signed by both parties.
- 2) Every effort has been made to be as accurate and complete in the submittal documents and the related scope of work as possible. Verification shall be the responsibility of the purchaser during the submittal approval process. No work will proceed without the written approval "sign-off" of the submittal package by the purchaser.
- 3) Payment terms for the contracted work will be paid as follows: 25% upon contract execution, 65% upon arrival and 10% upon substantial completion (2 days prior to completion).
- 4) All amounts past due shall be subject to a 1.5% service charge per month as to work or services that have been completed to date. Utilization of the pool constitutes substantial completion and acceptance of the PVC Membrane System. Aquatic Renovation Systems will invoice for stored material, when applicable.
- 5) Although every effort will be made to meet the delivery and installation requirements, ARS will not be held liable for any delays caused by transportation, strikes, fires, Government entities, acts of God or under any circumstances such as *force majeure*. Please be advised that vagaries in weather can and will affect the installation schedule. Any and all Liquidated or Consequential damages are not part of this contract and ARS shall not be financially penalized for any reason by any or all delays.
- 6) Labor will be performed and invoiced by Aquatic Renovation Systems, Inc.
- 7) Material will be furnished, shipped and invoiced by Poolequip LLC.
- 8) Pricing is provided in US Dollars.
- 9) Should the need for change orders arise from either party, no work will be performed prior to the execution of the change order by both parties. Further, the payment terms of any change order will be fifty percent (50%) upon execution of the change order with the balance due upon completion of said change order; unless other arrangements are agreed upon in writing by both parties.
- 10) No sales, use, local, county, state, B&O, privilege and/or other applicable taxes are included in this proposal, and purchaser agrees to pay all taxes imposed upon seller by state and/or federal regulation as it pertains to this contract. Taxes will be added and paid by purchaser unless a valid Sales Tax Exemption Form is provided. Use tax may still be required to be paid by the purchaser, even if the entity is tax exempt.
- 11) If either party does not comply with the terms and conditions set forth herein, then in addition to all other remedies available to the other party at law or in equity, the non-complying party shall be liable to the other party for its reasonable attorney fees, costs, and expenses incurred in enforcing the terms and conditions of this agreement.
- 12) This agreement and any amendments thereto shall be binding upon and inure to the benefit of the parties, their respective heirs, assigns, personal representatives and/or successors in interest.
- 13) The State Laws of the State of Indiana shall govern this Contract. Purchaser hereby agrees that the State of Indiana and Marion County possesses exclusive jurisdiction to resolve disputes arising under this Contract.
- 14) ARS is not responsible for any consequential or liquidated damages. In addition, damages resulting from any hydrostatic "ground water" conditions or from a leaking recirculation system causing the pool membrane to fail from such damage is not a warranted item. When applicable; existing pool piping, perimeter gutters and hydrostatic ground water testing will be the complete responsibility and cost to the owner.
- 15) ARS agrees to furnish a standard Insurance Certificate listing Purchaser as an additional insured, indicating proof of workmen's compensation coverage, and listing general liability protection limits of at least one million dollars (\$1,000,000.00).
- 16) RenoSys Corporation is not responsible for filling or draining of the swimming pool water; nor will RenoSys Corporation absorb such cost for any reason.
- 17) Please be advised that in the event that the project is cancelled by the owner or owners' representative, 25% of the total contract amount will be assessed to the purchaser.

### Specifications and Contract Conditions for a RenoSys PVC Membrane System Installed

Primary pool lining membrane shall be a flexible 60 mil double ply PVC material UV stabilized, and reinforced with internal polyester webbing. The material shall be formulated using anti-fungal agents and manufactured specifically for use in the commercial pool environments. Clients purchasing RenoSys materials are solely responsible for determining the suitability and compatibility of the RenoSys products for their application. RenoSys will not be responsible for materials reaction to water, substrate, soil or pool chemicals.

Geo-textile fabric underlayment of 100% polyester approximately 150 mil thick to isolate and separate the RenoSys PVC Membrane from the pool wall and floor. Depending on field conditions the use of a factory applied or equivalent quality Felt-back membrane product will be utilized. Geo-textile is an "if required" product and may not be applicable on every project. RenoSys shall be the sole agent to determine if Geo-Textile is necessary for your project.

Provide as required PVC coated RenoSys Metal to make for a satisfactory installation. Sanitizing agents to be applied as required onto the pool substrate to discourage microbial growth under the membrane system. Adhesives as required to attach the Geotextile fabric or membrane to the pool, or the membrane to the Geotextile. Flanges of 1/4" Hard White PVC, custom fabricated for use at all membrane penetrations where required.

The PVC membrane liner and liner installation shall be warranted against leakage for a period of (10) years. Deck caulking, concrete work, and any other work shall be warranted for a period of not less than one (1) year or the manufacturers' warranty period, whichever is greater. Pool equipment shall carry the manufacturer's warranty. We propose to provide and install the above system including: sanitizing, adhesives, RenoFelt, RenoSys 60 mil reinforced membrane, all compression flanges, hardware installation, and incidental equipment to make for a satisfactory installation. This quote also includes: general site clean-up and training of the owner's representative in operation and maintenance of the PVC membrane.

ARS shall maintain the right to salvage any fittings, PVC membrane or equipment replaced in the course of executing this installation contract. Standard material overages are supplied for the efficient execution of the project. Any excess material shall remain the property of ARS.

This proposal is based upon an assumption that the pool is of sound substrate suitable for mechanically fastening standard 1/4" to 3/16" sleeve anchors and other drive type fasteners to secure the membrane system at the perimeter and around pool penetrations. Hidden or unforeseen site conditions are to be repaired, if possible, at additional cost to the owner. ARS will execute the change orders prior to commencing work.

By entering into this contract, ARS assumes no responsibility for the correctness of the swimming pools depth in any area of the existing pool. The existing depth of the pool, diving hopper and any modifications required due to any misinformation in their regard are the responsibility of the purchaser. It shall remain the owner's responsibility to assure that all depths, safety features, and markings in the pool comply with applicable local and state pool codes.

Warranties for the completed scope of work will go into effect when the project is paid in full. There will be no warranties, or guarantees given, expressed or implied, by ARS, RenoSys Corporation or its agents except those provided in the official issued Warranty, as stated herein. The warranty offered covers only the pool shell membrane (and/or deck surface membrane if included in the contract) and excludes any contracted work associated with an existing perimeter overflow gutter system. In no event will ARS, RenoSys Corporation or its agents be held liable for any consequential or other damages whatsoever unless agreed upon in writing.

Unless other arrangements are made in advance and stipulated as part of this contract; others are responsible for removing, storing and re-installation of all obstructions that would hinder our work. These items include, but are not limited to: bulkheads, ladders, handrails, climbing walls, water features, equipment, furnishings, pool covers, etc...

The use of the pool by the owner, or those authorized to use the pool by the owner, shall constitute final completion and acceptance of the project by the owner. Issues that may arise with the pool subsequent to final completion shall be addressed in accordance with the terms and conditions of the warranty set forth herein. The parties specifically agree that any warranty issue, or a possible controlled leak, such as through a weep hole, shall not be reason for delayed payment of the amounts due under the terms and conditions of the contract.

### RenoSys Installation Requirements:

This agreement must be executed and returned with the required "start-up" payment. This is to ascertain your understanding of the scope of work, our quote, and your responsibilities in the successful execution of your project. It is our intention to have your project go smoothly and be completed on schedule and within the budgeted amount. Your informing us of any potential complications before construction begins can save time and money. We sincerely want your project to be a model of success on which we all will look back with pride. Your assistance in accommodating our following needs will help us to better serve you.

Unless otherwise specifically noted in our quotation, ARS is expecting the following services and amenities to be freely available to our crews:

- 1.) Restroom facilities.
- 2.) Water with at least 40 lbs. of pressure within 50 feet of pools.
- 3.) 110 electric service & 230V, 60-amp service (when applicable for metal welding) within 50 feet of pools.
- 4.) Clear and reasonable access to the pool.
- 5.) Pools & pool decks are to be drained and/or generally clean upon arrival of our crew.
- 6.) It is expected that our crews will have complete access to the facility to work unrestricted hours at no additional cost to ARS.
- 7.) Provide parking for our vehicles at no charge to Aquatic Renovation Systems, Inc.

Photos and/or videos may be taken of your project for our own quality internal communication, advertising and marketing purposes. It is to be understood that ARS will be using such photos and videos for general marketing purposes.

Crews are under instructions to accept no direction from anyone onsite unless it is agreed upon in writing prior to work commencing. Please direct all communication regarding scope of work or request modifications to your assigned ARS project manager. Owner shall appoint one individual who will act as the "OWNERS REPRESENTATIVE" to answer questions that may arise.

The RenoSys PVC membrane is a reflective material, and any existing depressions, pits, cracks, or voids may remain visible upon completion.

Unless otherwise noted this quotation does not cover: special conditions, state, local or use taxes, Union affiliates, Davis-Bacon Wages, or differing site conditions from those detailed.



**Natare Corporation**  
5905 West 74th Street  
Indianapolis, IN 46278-1786  
(317) 290-8828 | (317) 290-9998 (fax)  
[www.natare.com](http://www.natare.com)

## Quotation and Agreement

**Pound Ridge Pools**

Document Number: 45034

Document Date: 04/18/2023

**Project:** Pound Ridge Pools  
**Location:** Pound Ridge , NY 10576  
**Reference:** 60mil PVC Membrane  
**Bid Date:** N/A

**Natare Corporation**  
Garrett M. Yoder (317) 222-3681 (direct)  
317 290-8828 • 800 336-8828  
[gyoder@natare.com](mailto:gyoder@natare.com)

*We are pleased to offer our proposal for the following Natare equipment, systems, materials and services:*

### Project Pricing Summary

#### Main Pool

Natare PVC Membrane Lining System  
Stainless Steel Membrane Skirt  
Furnished And Installed

#### Competition Pool

Natare PVC Membrane Lining System  
Stainless Steel Membrane Skirt  
Furnished And Installed

#### PLEASE NOTE

Pricing Assumes Skirt For Both Pools Installed On The Same Mobilization  
Pricing Assumes Membrane System For Both Pools Installed On The Same Mobilization  
Any Repairs To The Gutter System Found During Skirt Installation Will Be Completed  
And Charged On A Time & Material Basis.

#### Additional Items and Services Included

**Submittal Drawings** - Natare Corporation includes one set of submittal drawings with one revision of submittals, if needed in our scope of work. If additional drawing time is required due to changes in scope or size, that are initiated by the customer, the additional work will be billed at a time and material basis of \$135 per hour.

#### Operation & Maintenance Manual

#### Freight, Transportation and Related Charges

Our offer is FOB, Indianapolis. An allowance for freight to the project site IS included. Please note that any freight, transportation and related charges are estimates for convenience and estimating purposes only. These amounts are subject to change without notice and do not include carrier's increases, fuel surcharges, or other cost factors, which will be billed in addition to any amounts stated herein or included in this proposal. Unless otherwise stated, our prices DO NOT include receiving, unloading, storage or locating of materials at any site. Proper access is to be provided to Natare standards by others.

Please Note: Freight estimates are based upon a single shipment for all items. If the project schedule requires staged or multiple shipments, additional costs will be incurred.

<b>Pound Ridge Pools</b>	<b>Total of Above (See Below For New Pricing Procedure):</b>	<b>\$ 304,669.00</b>
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*Note: All prices are in US Dollars  
Sales Tax NOT Included, Use Tax Included*



**Natare Corporation**  
5905 West 74th Street  
Indianapolis, IN 46278-1786  
(317) 290-8828 | (317) 290-9998 (fax)  
[www.natare.com](http://www.natare.com)

## Quotation and Agreement

**Pound Ridge Pools**

Document Number: 45034

Document Date: 04/18/2023

**Project:** Pound Ridge Pools  
**Location:** Pound Ridge, NY 10576  
**Reference:** 60mil PVC Membrane  
**Bid Date:** N/A

**Natare Corporation**  
Garrett M. Yoder (317) 222-3681 (direct)  
317 290-8828 • 800 336-8828  
[gyoder@natare.com](mailto:gyoder@natare.com)

*We are pleased to offer our proposal for the following Natare equipment, systems, materials and services:*

### Natare PVC Membrane Lining System

### Competition Pool

We propose to furnish materials and services for a Natare PVC Membrane System, for the pool as described above, consisting of the system components as listed below.

#### Materials of Construction and Features for the Natare Membrane Lining System

Natastat Microbiocide (Applied to existing substrate to deter the growth of bacteria and microbes beneath the membrane)  
10 oz. Geotextile Fleece Separator (Adhered to the existing surfaces)  
PVC Coated Stainless Steel Flats and/or Angles (Anchored to pool substrate as required to facilitate attachment of PVC Membrane)  
Natare Type ND (smooth), 60 mil Polyester Reinforced PVC Membrane (Pool Floor)  
Natare Type ND (smooth), 60 mil Polyester Reinforced PVC Membrane (Pool Walls)  
Natare Type NDP (textured), 60 mil Polyester Reinforced PVC Membrane (Horizontal surfaces requiring slip-resistant texture)  
Black PVC Membrane Material (Lane Markings, Wall Targets, and Transition Indicators to match submittal documents)  
12 gauge Type 304L Stainless Steel Membrane Termination Skirt (Welded to Gutter System)  
Corrosion resistant anchors and fasteners  
Semi-Ridged PVC Compression/Termination Flange w/ Interlocking PVC Closer Cap  
Polymer and/or PVC Pressure flanges and appropriate transitions shall be furnished and installed for all inlets, outlets, main drains, underwater lights, anchor sockets and other necessary membrane penetrations  
PVC Solution for sealing exposed edges of seams  
Natare will provide to the owner, a ten (10) year warranty on the membrane system, in accordance with the terms of this offering and the membrane systems warranty statement

#### Additional Items and Services Included

**Submittal Drawings** - Natare Corporation includes one set of submittal drawings with one revision of submittals, if needed in our scope of work. If additional drawing time is required due to changes in scope or size, that are initiated by the customer, the additional work will be billed at a time and material basis of \$135 per hour.

#### Operation & Maintenance Manual

#### Installation Details

##### Installation and Erection of Above

Natare is furnishing and installing the materials and accessories as described.  
Limited review and visual inspection of the pool interior  
Surface Preparation consisting of broom-cleaning existing surfaces  
Fuse welded, overlapping seams, utilizing hot-air welding techniques  
Natare will provide to the owner, a one (1) year warranty on the installation services, in accordance with the terms of this offering and the membrane systems warranty statement

# STATEMENT OF WARRANTY

## NATATEC MEMBRANE MATERIALS

NATARE CORPORATION ("Natare") hereby provides exclusively to the original Owner the warranties contained herein ("Warranty"), related to the **Nata tec PVC Membrane Materials** provided by Natare for a project ("Project"), and it is expressly understood and acknowledged by Natare and the Owner that the Project and this Statement of Warranty relate solely to a commercial transaction.

Natare expressly **WARRANTS** that the **Nata tec Membrane Materials** are comprised of new materials, which were manufactured in a workmanlike manner in accordance with Natare's drawings, submittals, specifications, and technical details. Natare further expressly warrants that the **Nata tec Membrane Materials**, if installed and utilized in accordance with Natare's written instructions, industry standards and proper practice, will perform in a proper and workmanlike manner under normal and intended use and service for a period of one (1) year beginning on the Effective Date of Warranty as written below. This express warranty covers solely the Nata tec Membrane Materials.

Natare further expressly **WARRANTS** that, commencing upon the delivery of the materials to the Owner, the Nata tec materials shall retain their integrity as a watertight membrane and not peel, flake, crack, tear or delaminate **for a period of fifteen (15) years** from the effective date of warranty (the "Warranty Period").

In the event that the **Nata tec Membrane Materials** shall be found to be defective during the specific terms set forth in this Warranty, Natare agrees that it shall, as soon as practical after receipt of written notice from the Owner, and at its option, either **repair or replace the defective materials, or refund to the Owner the portion of the purchase price attributable to the defective materials**. Any materials or equipment claimed to be defective must be returned to or inspected by Natare, and Natare shall have the sole right to determine coverage under this Warranty. This warranty covers solely the Nata tec Membrane Materials and does not include labor or installation costs and does not cover inspection costs or labor charges for material replacement, regardless of whether this Warranty applies to claims made hereunder.

Specifically exempted from these warranties are claims arising from: **normal wear and tear; undue wear and tear, damage or failure due to accident, misuse, abuse, neglect or other conditions exceeding normal use; improper or incorrect operation or maintenance; any use of the product other than the particular use for which the product was intended; structural or earth movements; or acts of God.**

**Natare further disclaims any and all implied warranties, including but not necessarily limited to the implied warranties of merchantability and fitness for a particular purpose.**

*In no event shall Natare be liable for any consequential or other damages, losses, or expenses, whatsoever, direct or indirect arising in connection with the use or inability to use the Nata tec Membrane Materials for any purpose, except as expressly agreed to by Natare in writing. There are no other warranties or guarantees, expressed or implied, given by Natare or its agents except those provided herein.* Goods or equipment not manufactured by Natare are covered only by the standard warranty of the manufacturer, though sold, provided, installed, or operated with the Nata tec Membrane System. The express warranties described herein are conditional upon payment in full to Natare for any and all charges related to the Nata tec Membrane Materials. Any claims against Natare arising out of or related to this Statement of Warranty must be made in detail and in writing and must be provided to Natare within ten (10) days of the date on which the warranty claim was discovered or reasonably should have been discovered. Any and all disputes, controversies or claims arising out of or related to this Warranty shall be settled by binding private arbitration, which arbitration shall be conducted in accordance with the American Arbitration Association Construction Arbitration Rules then in effect. The parties shall endeavor to mutually agree to an arbitrator who shall hear and decide the dispute. If the parties are unable to agree to an arbitrator, the arbitrator shall be selected through the American Arbitration Association. This Warranty shall be governed by, and interpreted, enforced and construed in accordance with the laws of the State of Indiana. The Owner hereby submits itself to both the subject matter and personal jurisdiction of the State of Indiana, and waives any objection thereto. The Owner agrees that any action brought under this Warranty shall be arbitrated in Marion County, Indiana. All Natare warranties and other duties with respect to material, equipment, systems, or services furnished by Natare shall be conclusively presumed to have been satisfied one day after the expiration of the warranty period as set forth herein. This Warranty supersedes any and all written or oral warranties, promises, or representations made by Natare regarding the Nata tec Membrane System.



NATARE CORPORATION  
5905 West 74<sup>th</sup> Street  
Indianapolis, IN 46278  
(317) 290-8828

EFFECTIVE DATE OF WARRANTY

**SAMPLE - SAMPLE**













# Town of Pound Ridge

Tel.: 914-764-5511  
Fax: 914-764-0102



To: Town Board

From: Andrea Russo, Recreation Supervisor

Date: May 4, 2023

Re: New Concession Stand Vendor

I respectfully request new concession stand vendor, Robert Hayes. We met with the following vendors to solicit their interest in operating a concession stand, who were unable to commit:

- Nick Mancini from Posto
- Lindsay Crotty from Crotty's Cheesesteaks
- Jeury Gonzalez from Westchester Taco Grill
- Daphne and Robbie Everett from Kitchen Table;
- Billy Fortin from The Market;
- Jennifer Vellano from G.E. Brown
- Jane Salvi DiNardos Restaurant

Please see attached draft contract.

## Andrea Russo

---

**From:** Jeury Gonzalez <jeurywtg@gmail.com>  
**Sent:** Wednesday, March 22, 2023 5:25 PM  
**To:** Andrea Russo  
**Cc:** Dave Goldberg; Melissa Trail  
**Subject:** Re: Inquire Pool Concession

Hey Andrea,

Unfortunately, I dont think it will be possible.  
All the available employees I have, can't make the commute.

Thank you for taking the time out to show me the concession stand. It is greatly appreciated. And I hope next year I am in a different position and you consider westchester taco grill to be your concession vendor.

Best, Jeury Gonzalez

On Tue, Mar 21, 2023 at 10:34 AM Andrea Russo <[arusso@townofpoundridge.com](mailto:arusso@townofpoundridge.com)> wrote:

Hi Jeury,

Hope you had a good weekend. Just hoping to check in. Any decision on possibly taking over the concession stand at the pool? Also, please find attached a picture of the menu last year.

Look forward to hearing from you.

All the best,

Andrea Russo

Recreation Supervisor

Town of Pound Ridge

Cell: 914.916.0613

Email: [arusso@townofpoundridge.com](mailto:arusso@townofpoundridge.com)

**From:** Jeury Gonzalez <jeurywtg@gmail.com>  
**Sent:** Thursday, March 16, 2023 4:55 PM  
**To:** Andrea Russo <[arusso@townofpoundridge.com](mailto:arusso@townofpoundridge.com)>

**Cc:** Dave Goldberg <[dgoldberg@townofpoundridge.com](mailto:dgoldberg@townofpoundridge.com)>; Melissa Trail <[mtrail@townofpoundridge.com](mailto:mtrail@townofpoundridge.com)>  
**Subject:** Re: Inquire Pool Concession

Does noon work for you?

On Thu, Mar 16, 2023 at 3:29 PM Andrea Russo <[arusso@townofpoundridge.com](mailto:arusso@townofpoundridge.com)> wrote:

Hi,

Great. What time works best for you? We can meet at 179 Westchester Ave, Pound Ridge NY.

**From:** Jeury Gonzalez <[jeurywtg@gmail.com](mailto:jeurywtg@gmail.com)>  
**Sent:** Thursday, March 16, 2023 3:00 PM  
**To:** Andrea Russo <[arusso@townofpoundridge.com](mailto:arusso@townofpoundridge.com)>  
**Cc:** Melissa Trail <[mtrail@townofpoundridge.com](mailto:mtrail@townofpoundridge.com)>; Dave Goldberg <[dgoldberg@townofpoundridge.com](mailto:dgoldberg@townofpoundridge.com)>  
**Subject:** Re: Inquire Pool Concession

My sincerest apologies, I did not get back to you until now. Can we possibly meet tomorrow morning

On Wed, Mar 15, 2023 at 9:54 AM Andrea Russo <[arusso@townofpoundridge.com](mailto:arusso@townofpoundridge.com)> wrote:

Hi Jeury,

Thank you for the speedy reply. We can accommodate a meeting rather quickly. Tomorrow any time after 2:30, but please keep in mind we do leave at 4:30. If tomorrow does not work. Can we look at next week? Thank you again for the speedy reply.

**From:** Jeury Gonzalez <[jeurywtg@gmail.com](mailto:jeurywtg@gmail.com)>  
**Sent:** Tuesday, March 14, 2023 7:15 PM  
**To:** Andrea Russo <[arusso@townofpoundridge.com](mailto:arusso@townofpoundridge.com)>  
**Cc:** Melissa Trail <[mtrail@townofpoundridge.com](mailto:mtrail@townofpoundridge.com)>; Dave Goldberg <[dgoldberg@townofpoundridge.com](mailto:dgoldberg@townofpoundridge.com)>  
**Subject:** Re: Inquire Pool Concession

## Andrea Russo

---

**From:** Joe Crotty <crottyscheesesteaks@gmail.com>  
**Sent:** Saturday, March 18, 2023 3:30 PM  
**To:** Andrea Russo  
**Cc:** Melissa Trail  
**Subject:** Re: Pound Ridge Concession Stand-Follow Up

Hi Andrea - Thank you again for reaching out and considering Crotty's Cheesesteaks for your concession. After speaking with my partners, I think the distance would be a bit too far for us. We wish you lots of luck this summer in finding a great local vendor!

All the best,  
Lindsay

Sent from my iPhone

On Mar 17, 2023, at 3:09 PM, Andrea Russo <arusso@townofpoundridge.com> wrote:

Hi Lindsay,

Thank you for the speedy reply.

- Have the 2200 concession fee waived? No, honestly the fee pays for the propane. The fee can also be split and paid half and at the end.

- Are we able to have discretion to close any day? It's certainly our hope that it's busy everyday but if the weather is bad or we find it becomes particularly slow certain days/hours we'd like to have the flexibility to close. If weather is bad we typically cancel camp. We totally would be in touch with the vendor and if the weather does not permit concession stand does not have to open.

- Have the club assist us with obtaining lunch orders each week would be really important (we'd provide a menu a week ahead & need a count on orders every Sunday by 3pm). Not a problem.

Sample menu below (and served buffet style):

Monday): Fresh Grilled Chicken & Cheese Quesadilla with Tomato Salsa and a side of Watermelon-Great!

Tuesday): Homemade Chicken Fingers, fried crispy golden brown & a side of French Fries & fresh whole fruit-GREAT!

Thursday): Breakfast for Lunch! Pancakes, Maple Syrup, Butter, Cheesy Scrambled Eggs and a side of Fresh Whole Fruit-Sounds good but I know I was not a child who could eat breakfast anytime of the day but since we would be collecting orders ahead of time we can see if families would pick that lunch.

Friday: Grilled Burger on a roll with a side of Homemade Macaroni and Cheese & a Pickle-Great!

How does the above sound?

Also, do members ever order for larger events or parties or is it typically just casual lunches and dinners?-From what I understand yes. We do not allow outside food and encourage anyone who has parties to use concession stand.

Do you have a menu from last year you can share so we can get an idea of what was done (and even what wasn't a huge hit)?I will try and find what they served last year. To be honest I think it was a very short menu and all fried. I know the community would be very excited with a bit larger menu and healthier options.

Let me know if you have anymore questions.

**From:** Joe Crotty <crottyscheesesteaks@gmail.com>  
**Sent:** Friday, March 17, 2023 2:55 PM  
**To:** Andrea Russo <arusso@townofpoundridge.com>  
**Cc:** Melissa Trail <mtrail@townofpoundridge.com>  
**Subject:** Re: Pound Ridge Concession Stand-Follow Up

**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.

Thanks so much Andrea! I appreciate the follow up. Are we able to:

- Have the 2200 concession fee waived?
- Are we able to have discretion to close any day? It's certainly our hope that it's busy everyday but if the weather is bad or we find it becomes particularly slow certain days/hours we'd like to have the flexibility to close.
- Have the club assist us with obtaining lunch orders each week would be really important (we'd provide a menu a week ahead & need a count on orders every Sunday by 3pm).

Sample menu below (and served buffet style):

Monday): Fresh Grilled Chicken & Cheese Quesadilla with Tomato Salsa and a side of Watermelon

Tuesday): Homemade Chicken Fingers, fried crispy golden brown & a side of French Fries & fresh whole fruit

Thursday): Breakfast for Lunch! Pancakes, Maple Syrup, Butter, Cheesy Scrambled Eggs and a side of Fresh Whole Fruit

Friday: Grilled Burger on a roll with a side of Homemade Macaroni and Cheese & a Pickle

How does the above sound?

Also, do members ever order for larger events or parties or is it typically just casual lunches and dinners?

## Andrea Russo

---

**From:** Nicholas Mancini <nick22posto@gmail.com>  
**Sent:** Monday, March 13, 2023 2:59 PM  
**To:** Andrea Russo  
**Cc:** Melissa Trail; Dave Goldberg  
**Subject:** Re: Concession Stand Pound Ridge Town Pool

Hi Andrea,

Hope all is well,

It was a pleasure meeting you and Dave last week.

I appreciate the follow up and I do apologize for the delay in getting back to you but I have discussed it with our team and at this time we are unable to commit to the concession stand at Pound Ridge Town Pool for this year.

Thanks again for considering us and I am sorry we could not make it work this year, we are just not in a position at the moment to commit. Best of luck with the search.

On Tue, Mar 7, 2023 at 2:44 PM Nicholas Mancini <nick22posto@gmail.com> wrote:

Yes that's perfect call my cell 1-347-237-6852

Sent from my iPhone

On Mar 7, 2023, at 2:30 PM, Andrea Russo <[arusso@townofpoundridge.com](mailto:arusso@townofpoundridge.com)> wrote:

Hi Nick,

Just checking in. Can we aim for 3:00 p.m.?

All the best,

Andrea Russo

Recreation Supervisor

Pound Ridge Recreation & Parks

Work Cell: 914-916-0613

Please visit our social media pages:

Instagram: <https://www.instagram.com/poundridgerecreation/>

Website: <https://www.townofpoundridge.com/recreation>

**From:** Nicholas Mancini <[nick22posto@gmail.com](mailto:nick22posto@gmail.com)>  
**Sent:** Tuesday, March 07, 2023 1:13 PM  
**To:** Andrea Russo <[arusso@townofpoundridge.com](mailto:arusso@townofpoundridge.com)>  
**Cc:** Melissa Trail <[mtrail@townofpoundridge.com](mailto:mtrail@townofpoundridge.com)>; Dave Goldberg <[dgoldberg@townofpoundridge.com](mailto:dgoldberg@townofpoundridge.com)>  
**Subject:** Re: Concession Stand Pound Ridge Town Pool

Does 1:35 PM work? Just on a call at the moment

On Tue, Mar 7, 2023 at 1:09 PM Andrea Russo <[arusso@townofpoundridge.com](mailto:arusso@townofpoundridge.com)> wrote:

Hi Nick,

Can you chat now? My work cell is in my signature.

All the best,

Andrea Russo

Recreation Supervisor

Pound Ridge Recreation & Parks

Work Cell: 914-916-0613

Please visit our social media pages:

Instagram: <https://www.instagram.com/poundridgerecreation/>

Website: <https://www.townofpoundridge.com/recreation>

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**From:** Nicholas Mancini <[nick22posto@gmail.com](mailto:nick22posto@gmail.com)>  
**Sent:** Tuesday, March 07, 2023 1:08 PM  
**To:** Andrea Russo <[arusso@townofpoundridge.com](mailto:arusso@townofpoundridge.com)>  
**Cc:** Melissa Trail <[mtrail@townofpoundridge.com](mailto:mtrail@townofpoundridge.com)>; Dave Goldberg <[dgoldberg@townofpoundridge.com](mailto:dgoldberg@townofpoundridge.com)>

**From:** [Nicole Engel](#)  
**To:** [Nicole Engel](#)  
**Subject:** FW: Email  
**Date:** Wednesday, May 3, 2023 4:00:52 PM

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**From:** Melissa Trail <[melissaltrail@gmail.com](mailto:melissaltrail@gmail.com)>  
**Sent:** Wednesday, May 3, 2023 3:55 PM  
**To:** Nicole Engel <[chiefofstaff@townofpoundridge.com](mailto:chiefofstaff@townofpoundridge.com)>  
**Subject:** Fwd: Email

**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.

----- Forwarded message -----

From: **Dinardos Restaurant** <[ciao@dinardos.net](mailto:ciao@dinardos.net)>  
Date: Wed, May 3, 2023 at 1:50 PM  
Subject: Re: Email  
To: Melissa Trail <[melissaltrail@gmail.com](mailto:melissaltrail@gmail.com)>

Oh my, What a great idea. If I had more staff I would love to but unfortunately can't. Would have been nice to work by the pool, dunk myself in once in a while :)

**Melissa Trail**

Recreation Leader at Pound Ridge Parks & Recreation  
Head Swim & Dive Coach Pound Ridge  
Head Swim & Dive Coach Fox Lane High School

**From:** [Nicole Engel](#)  
**To:** [Nicole Engel](#)  
**Subject:** FW: Pound Ridge Pool - Concession Stand  
**Date:** Wednesday, May 3, 2023 4:00:20 PM

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**From:** Jennifer Vellano [<mailto:jennifer@gebrown.com>]  
**Sent:** Thursday, March 9, 2023 3:49 PM  
**To:** Melissa Trail <[mtrail@townofpoundridge.com](mailto:mtrail@townofpoundridge.com)>; James Vellano <[james@gebrown.com](mailto:james@gebrown.com)>  
**Subject:** Re: Pound Ridge Pool - Concession Stand

**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.

Hi Melissa,  
We just don't have the bandwidth to handle this although I really wish we could. I hope it works out for you guys!!!!

Cheers,  
Jen

### **Jennifer Vellano**

Owner  
G.E. Brown and the Bedford Candy Bar  
email for all inquiries  
914.234.3185  
[gebrown.com](http://gebrown.com)

On Thu, Mar 2, 2023 at 10:32 AM Melissa Trail <[mtrail@townofpoundridge.com](mailto:mtrail@townofpoundridge.com)> wrote:  
Good Morning!

Pound Ridge Recreation is looking for someone to run our snack bar this summer. I know you guys have a lot on your plate with your businesses but thought of you guys!

Last year the people running the snack bar made around \$50,000-60,000 for the summer season (I think this would be more for you guys knowing all the awesome food you have). There is a \$2,200 rental fee for the space as well.

I think you guys would be super popular at the pool and everyone would love the food you offer.

This is the equipment that comes with the concession stand:

- i. Exhaust system with hood and lights;
- ii. Ansul fire suppression system;
- iii. Hand sink;
- iv. Three (3) compartment scullery sink; and

- v. Pre-rinse unit
- vi. 1 Floor model Fryers (gas)
- vii. Counter unit griddle (gas)
- viii. Sandwich top refrigerated counter unit
- ix. Equipment stand for counter top cooking
- x. 72" work table
- xi. French fry warmer, bulb type
- xii. 4 wall mounted shelves

If you'd like to discuss this more please let me know!

**Melissa Trail**

Recreation Leader

Pound Ridge Recreation & Parks

Office: 914-764-0947

Work Cell: 914-746-0703

Instagram: <https://www.instagram.com/poundridgerecreation/>

Website: <https://www.townofpoundridge.com/recreation>

# Town of Pound Ridge

Tel.: 914-764-5511  
Fax: 914-764-0102



To: Town Board

From: Andrea Russo, Recreation Supervisor

Date: May 4, 2023

Re: Request to purchase new equipment

I respectfully request new concession stand equipment. For the concession stand to be fully operational, the following items are needed:

- Purchase a 500 lb. ice machine
- Replace 48" griddle & 2 drawer refrigerator
- Replace 1 deep fryer and purchase 1 additional deep fryers
- Add 1 freezer
- Replace 1 refrigerator

## **Pound Ridge Concession Equipment**

Prices do not include Tax or shipping costs

### **Equipment:**

- 500 lb Ice Machine-\$3,499
- Shelving-\$448.00
- Fry Heat Lamp-\$249.00
- 48" Griddle & 2 Drawer Refrigerator base-\$4,849.00
- Gas connector- \$114.99
- Gas connector- \$114.99
- Gas connector-\$114.99
- Deep Fryer-\$1,049.00
- Deep Fryer-\$1,049.00
- Triple 3 Gallon Bowl Refrigerated beverage Dispenser- \$1,156.50.00
- Hamilton Beach Triple Spindle Drink Mixer-\$899.00
- Stainless steel malt cups (3)-\$58.47.00
- Freezers & Refridgeration-\$3,500.00

Equipment Cost Total-\$17,101.94 + Tax & Shipping

Major Appliances I am asking to be reimbursed for if the Town decided to use a different vendor in option 1:

### Items:

- 500 lb Ice Machine-3,499
- 48" Griddle & 2 Drawer Refrigerator base-4,849
- 2 Fryers-2,098

Reimbursement Total-\$10,446

### Notes:

- The current equipment I inspected were not up to my operating standards and need to be replaced.
- There are more costs and equipment needed that goes into opening this, however the items listed were the main kitchen items needed. I wanted to list them so you had a reference.











## Steve Conti

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**From:** Fernqvist, Scott <sef1@westchestercountyny.gov>  
**Sent:** Monday, February 27, 2023 2:24 PM  
**To:** Kevin Hansan; Steve Conti  
**Cc:** Hiraldo-Gomez, Ana; Woodason, Dan; Dispenza, Michael  
**Subject:** Westchester County/Town of Pound Ridge E911 IMA (IT-1770)  
**Attachments:** E911\_IMA\_Pound\_Ridge\_IT-1770.pdf; ACT-2023-15 Certified Copy.pdf

**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.

Good afternoon,

Attached for your review and execution please find a copy of a renewed inter-municipal agreement ("IMA") with the County of Westchester for the provision of Enhanced 911 Service. The previous IMA has expired and Westchester County was authorized by the Board of Legislators (Act No. 15 – 2023 – see attached) to enter into this agreement with Westchester County municipalities for a five (5) year term commencing on October 1, 2022 and continuing through September 30, 2027.

The primary purpose of this IMA is to define the role of Westchester County and local municipalities regarding the provision of E911 service and the operation of Public Safety Answering Points (PSAPs) located throughout the county. It also provides a necessary legal framework for the County to continue to provide critical hardware and software maintenance for the E911 system/PSAP infrastructure.

Please return one set of signed originals along with the completed Acknowledgement, Certificate of Authority and insurance documentation as required in Scheduled "B" to me at the following address:

Scott Fernqvist  
Westchester County Department of Information Technology  
148 Martine Avenue, Room 315A  
White Plains, NY 10601

Upon receipt of the above, the agreement will be processed and a fully executed copy will be e-mailed to you.

**If you are not the correct person to receive this request, please forward to the appropriate individual in your municipality. Please also confirm receipt of this email.**

Thank you for your cooperation.

Best wishes,  
Scott

Scott E. Fernqvist  
Program Coordinator (IT Projects)  
Westchester County Department of Information Technology (DoIT)  
148 Martine Avenue, Room 315A  
White Plains, NY 10601  
Office: 914.995.3078  
Cell: 914.262.4311  
Email: [sef1@westchestergov.com](mailto:sef1@westchestergov.com)

ACT 15 - 2023

HONORABLE BOARD OF LEGISLATORS  
THE COUNTY OF WESTCHESTER

DRAFT  
IMAs ON FILE

Your Committee is in receipt of a communication from the County Executive recommending the enactment of an Act, which, if adopted by this Honorable Board, would authorize the County of Westchester (the "County") to enter into inter-municipal Agreements ("IMA's) with 45 participating local municipalities for the implementation and operation of the County's Enhanced 911 service (hereinafter "E-911").

The County Executive has advised your Committee that since July 1993, E-911 service has been provided within Westchester County. This vital service has been enormously successful in providing necessary assistance to County residents in emergency situations. Among other things, the enhanced 911 feature provides the address from which calls are being made to assist dispatchers in the event the caller is unable to provide that information. Your Committee is advised that while Carousel Industries of North America, Inc. ("Carousel") now provides installation and operation of Enhanced 911 Service equipment under contract with the County, Verizon New York, Inc. continues to provide installation and operation of the Enhanced 911 Service network (lines and trunks required) in accordance with tariff rates.

The County's IMAs with the forty-five local municipalities authorized by your Honorable Board by Act No. 183-2017 expired on September 30, 2022. I am now requesting that your Honorable Board adopt the attached Act that would authorize the renewal of these agreements for a new five (5) year term commencing on October 1, 2022.

The Department has advised that it will coordinate and manage the project for the County and act as the interface between the municipalities and the telephone company. The municipalities will be responsible for insuring, via appropriate verification of telephone company provided lists, that all housing units in its jurisdiction have a valid street name and number. They will also be responsible for designating which emergency providers (i.e. police, fire, EMS) serve each house. Those responsibilities will be specified in the individual IMAs which will also be used to designate the County to act as agent for the municipalities in their dealings with Carousel and to indemnify the County from any claims or liability from third parties due to actions of the municipalities or their employees.

The Planning Department has advised that the IMAs do not meet the definition of an "action" under the State Environmental Quality Review Act ("SEQRA"), and its implementing regulations, 6 NYCRR, Part 617. Please refer to the Memorandum from the Department of Planning dated January 14, 2022, which is on file with the clerk of your Honorable Board. Therefore, no further environmental review is required. Your Committee concurs with this conclusion.

An affirmative vote of a majority of the voting strength of the Board is required for approval of the attached Act.

Accordingly, your Committee concurs with the County Executive's proposal and recommends that your Honorable Board adopt the annexed legislation authorizing the County to enter into individual IMAs with the 45 local municipalities for Enhanced-911 Service.

Dated: January 17<sup>th</sup>, 2023  
White Plains, New York

Vedat Farhi  
Steve  
Paul Bellomy  
Tom  
Dennis  
Celia Parker  
Naomi Barr

Joe Almont  
Naomi Barr  
Lisa  
Paul  
Celia Parker  
Terry

COMMITTEE ON

c:mg10-26-22

Budget & Appropriations

Public Safety

Dated: January 17<sup>th</sup>, 2023  
White Plains, New York

*The following members attended the meeting remotely and approved this item out of Committee with an affirmative vote. Their electronic signature was authorized and is below.*

**Public Safety**

*Margaret A. Cunio*

# FISCAL IMPACT STATEMENT

SUBJECT: IMA w/ local Muni's for 911

NO FISCAL IMPACT PROJECTED

## OPERATING BUDGET IMPACT

To Be Completed by Submitting Department and Reviewed by Budget

### SECTION A - FUND

GENERAL FUND

AIRPORT FUND

SPECIAL DISTRICTS FUND

### SECTION B - EXPENSES AND REVENUES

Total Current Year Expense      \$      -

Total Current Year Revenue      \$      -

Source of Funds (check one):       Current Appropriations       Transfer of Existing Appropriations

Additional Appropriations       Other (explain)

Identify Accounts: \_\_\_\_\_

Potential Related Operating Budget Expenses:      Annual Amount \_\_\_\_\_

Describe: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Potential Related Operating Budget Revenues:      Annual Amount \_\_\_\_\_

Describe: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

### Anticipated Savings to County and/or Impact on Department Operations:

Current Year: \_\_\_\_\_  
\_\_\_\_\_

Next Four Years: \_\_\_\_\_  
\_\_\_\_\_

Prepared by: Donna Montera      Reviewed By: Amelia J.  
Title: Director of Admin Services      Date: 12/19/22  
Department: Information Technology      Budget Director  
Date: December 19, 2022      Date: 12/19/22

ACT NO. 15 – 2023

AN ACT to authorize the County of Westchester to enter into Intermunicipal Agreements with 45 local municipalities to implement and operate Enhanced 911 service and to address any liability issues associated with the operation thereof.

**BE IT ENACTED** by the Board of Legislators of the County of Westchester, as follows:

**Section 1.** The County of Westchester be and hereby is authorized to enter into Intermunicipal Agreements with each of the forty-five (45) municipalities set forth on the attached list, to provide for the implementation and operation of the Enhanced 911 Service and to address any liability issues associated with the operation thereof, for a term commencing on October 1, 2022 and terminating September 30, 2027.

**Section 2.** The County Executive or his authorized designee is hereby authorized and empowered to execute all instruments and take all action reasonably necessary and appropriate to effectuate the purposes hereof.

**Section 3.** This Act shall take effect immediately.

**SCHEDULE "A"**

**E-911 INTERMUNICIPAL AGREEMENTS**  
**MUNICIPALITY/FIRE DISTRICT**

1. ARDSLEY, VILLAGE
2. BEDFORD, TOWN
3. BRIARCLIFF MANOR, VILLAGE
4. BRONXVILLE, VILLAGE
5. BUCHANAN, VILLAGE
6. CORTLANDT, TOWN
7. CROTON-ON-HUDSON, VILLAGE
8. DOBBS FERRY, VILLAGE
9. EASTCHESTER, TOWN
10. ELMSFORD, VILLAGE
11. FAIRVIEW FIRE DISTRICT
12. GREENBURGH, TOWN
13. HARRISON, TOWN
14. HARTSDALE FIRE DISTRICT
15. HASTINGS-ON-HUDSON, VILLAGE
16. IRVINGTON, VILLAGE
17. LARCHMONT, VILLAGE
18. LEWISBORO, TOWN
19. MAMARONECK, TOWN
20. MAMARONECK, VILLAGE
21. MT. KISCO, VILLAGE
22. MT. PLEASANT, TOWN
23. MT. VERNON, CITY
24. NEW CASTLE, TOWN
25. NEW ROCHELLE, CITY
26. NORTH CASTLE, TOWN
27. NORTH SALEM, TOWN
28. SLEEPY HOLLOW, VILLAGE
29. OSSINING, TOWN
30. OSSINING, VILLAGE
31. PEEKSKILL, CITY
32. PELHAM MANOR, VILLAGE
33. PELHAM, VILLAGE
34. PLEASANTVILLE, VILLAGE
35. PORT CHESTER, VILLAGE
36. POUND RIDGE, TOWN
37. RYE, CITY
38. RYEBROOK, VILLAGE
39. SCARSDALE, VILLAGE
40. SOMERS, TOWN
41. TARRYTOWN, VILLAGE
42. TUCKAHOE, VILLAGE
43. WHITE PLAINS, CITY
44. YONKERS, CITY
45. YORKTOWN, TOWN

STATE OF NEW YORK )  
WESTCHESTER COUNTY )  
ss.

I HEREBY CERTIFY that I have compared the foregoing Act, Act No. 15 - 2023, with the original on file in my office, and that the same is a correct transcript therefrom, and of the whole, of the said original Act, which was duly adopted by the County Board of Legislators, of the County of Westchester on January 23, 2023, and approved by the County Executive on January 27, 2023.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Corporate Seal of said County Board of Legislators on this 30<sup>th</sup> day of January, 2023.

Malika Vanderberg

The Clerk of the Westchester County  
Board of Legislators

## County of Westchester, New York



THIS AGREEMENT made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between:

**THE COUNTY OF WESTCHESTER**, a municipal corporation of the State of New York, having an office and place of business in the Michaelian Office Building, 148 Martine Avenue, White Plains, New York, 10601 (hereinafter referred to as the "County")<sup>9</sup>

and

**THE TOWN OF POUND RIDGE**, a municipal corporation of the State of New York, having an office and place of business at 179 Westchester Avenue, Pound Ridge, New York 10576 (hereinafter referred to as the "Municipality")

**W I T N E S S E T H:**

**WHEREAS**, the County currently has a contract with Carousel Industries of North America, Inc. (hereinafter referred to as the "Carousel Industries"), for the installation and operation of Enhanced 911 Service equipment; and

**WHEREAS**, the County is currently receiving services from Verizon for the installation and operation of Enhanced 911 Service network (lines and trunks required); and

**WHEREAS**, by Act No. 15-2023, the Board of Legislators authorized the County Executive to enter into this Agreement and into similar agreements with 44 other local municipalities for the provision of Enhanced 911 Service for a five (5) year term commencing on October 1, 2022 and continuing through September 30, 2027; and

**NOW, THEREFORE**, it is mutually agreed by and between, the parties hereto as follows:

**1. Public Safety Answering Points (PSAP's).**

- (a) Municipality will staff and operate a primary Public Safety Answering Point at its Police Headquarters or
- (b) Municipality will contract with the Appropriate State Police Agency or another Municipality to staff and operate a primary Public Safety Answering Point (whichever is appropriate) and if appropriate
- (c) Municipality will staff and operate a Public Safety Answering Point at its Fire or Police Department Headquarters or

- (d) Municipality will contract with the appropriate Fire District or Police Department to staff and operate a Public Safety Answering Point and
  - (e) Municipality will be solely responsible for the cost and expense of providing the necessary space, heat, electricity, air conditioning, water, furniture, furnishings and remodeling, if any, for the primary and secondary PSAP's they operate or contract for as specified in Exhibit A attached hereto and a part hereof and
  - (f) County will staff and operate Public Safety Answering Points at the County Fire Control and Training Center in Valhalla and the County Public Safety Headquarters in Hawthorne. County will be solely responsible for the cost and expense of providing the necessary space, heat, electricity, air conditioning, water, furniture, furnishings and remodeling, if any, for these County operated PSAP's.

## **2. Network and Terminal Equipment.**

The network (lines and trunks required) for the E911 system will be installed and maintained by Verizon at the sole cost and expense of County, while the terminal equipment will be installed and maintained by Carousel at the sole cost and expense of the County. In addition to responsibility for these non-recurring costs, County will be solely responsible for the cost and expense of the monthly rates and charges for all associated exchange services and private line service (including mileage charges), as contained in Verizon's tariff as in effect from time to time. Any E911 equipment leased by County will remain the property of County. The County intends to continue to recover all non-recurring and monthly charges by continuing to impose a surcharge on all telephone customers in the County as permitted by State Legislation and County Legislation.

## **3. Personnel.**

- (a) Municipality will staff its Public Safety Answering Points with its own employees or contract for same. They will be responsible for receiving E911 calls; deciding what emergency services to dispatch; dispatching them; and/or, in appropriate cases, transferring calls to other PSAP's. Municipality will be solely responsible for the acts and omissions, if any, of its employees or contractors in the operation of Public Safety Answering Points and will not hold County liable therefor. Sufficient personnel will be provided or contracted for by Municipality to handle incoming calls adequately 24 hours per day, every day of the year.

(b) County will staff its Public Safety Answering Points with its own employees. They will be responsible for receiving calls appropriate transferred by other PSAP's, deciding what emergency services are to be dispatched; dispatching them; and/or, in appropriate cases, transferring calls to other PSAP's. County will be solely responsible for the acts and omissions, if any, of its employees in the operation of its Public Safety Answering Points and will not hold Municipality liable therefor. Sufficient personnel will be provided by County to handle incoming calls adequately 24 hours per day, every day of the year.

(c) County will also staff the position of E911 Coordinator with its own employee. The Coordinator will be responsible for working with Liaisons appointed by each Municipality to implement, maintain and enhance the E911 system. The Coordinator will be responsible for directing the efforts of Municipal Liaisons in providing Company with street names and numbers, and emergency services providers for each Municipality including updates of same.

The Coordinator will also schedule all training of PSAP operators, to be conducted by Carousel Industries, on how to operate the E911 equipment and system. County will be solely responsible for the acts and omissions, if any, of its employee, while acting as the E911 coordinator and will not hold Municipality liable therefor.

#### **4. System Integrity.**

(a) Municipality shall have the responsibility of discovering all errors, defects and malfunctions and assumes the duty of and will make such tests as, in the judgment of Municipality, are required to determine whether the E911 system is functioning properly at PSAPs. Municipality shall promptly notify County and Carousel Industries in the event the system is not functioning properly.

(b) County shall have the responsibility of discovering all errors, defects and malfunctions and assumes the duty of and will make such tests as, in the judgment of County, are required to determine whether the E911 system is functioning properly at its PSAPs, County shall promptly notify Carousel Industries and Municipality in the event the system is not functioning properly.

#### **5. Use of 60 Control.**

The primary PSAP (Municipality) shall answer the E911 phone lines in the following manner: "Nine-One-One (911) what is the emergency?" If the call is a primary fire or EMS related

request and 60-Control (The Westchester County Department of Emergency Services' Emergency Communications Center (ECC)) dispatches local Fire and/or EMS (Ambulance) Service, the primary PSAP will tell the caller to "stay on the line" and immediately transfer the ANI/ALI data and conference the caller to 60 Control or other appropriate secondary PSAP. The primary PSAP may stay on the line to collect and request specific information from the caller if needed. This process will avoid any potential delays in dispatching the appropriate first response, fire or EMS personnel. If a caller is contacting the PSAP via a seven digit (administrative) line and they are calling for a fire or EMS related emergency, the PSAP shall conference the caller with the appropriate secondary PSAP.

**6. Insurance and Indemnification.** In addition to, and not in limitation of the insurance provisions contained in Schedule "B" of this Agreement, the Municipality agrees:

- (a) to indemnify, hold harmless and defend the County against any and all liability, loss, damage, claim, suit or expense of any kind which the County may directly or indirectly incur, suffer or be required to pay by reason or in consequence of the fault, failure, omission or negligence of Municipality to carry out its duties under this Agreement.
- (b) The County agrees to indemnify, hold harmless and defend the Municipality against any and all liability, loss, damage, claim, suit or expense of any kind which the Municipality may directly or indirectly incur, suffer or be required to pay by reason or in consequence of the fault, failure, omission or negligence of the County, its officers, agents and/or employees, including the failure of the County to carry out its duties under this Agreement.
- (c) If a claim or action is made or brought against either party for which the other party may be responsible hereunder in whole or in part, such other party shall be immediately notified and shall be permitted to participate in the handling or defense of such matter.
- (d) Neither party shall be held in any way responsible to the other party for damages to the E911 System or interference with the services provided under this Agreement resulting from acts of God or other acts which are without the direct control of either party.

**7. Term.**

This Agreement shall commence on October 1, 2022 and terminate September 30, 2027.

**8. Offer and Contract Voidable.**

- (a) If this Agreement has not been signed by the Municipality at a time when any one of the other municipalities in Schedule "A" should refuse to execute an agreement similar to the

one herein, or if the County refuses to execute the above-described agreement with Carousel Industries or Verizon, the County may withdraw its offer to execute the agreement herein with the Municipality. Upon written notification by the County to the Municipality that the County is withdrawing its offer due to one of the reasons described herein, this offer shall immediately become void.

(b) If this Agreement has been signed by the Municipality prior to a time when any one of the other municipalities in Exhibit "A" should negotiate and execute an agreement similar but modified to the one herein, or if the County refuses to execute the above-described agreement with Carousel Industries, or if the County terminates its agreement with Carousel Industries, the parties hereto agree that the Municipality shall be given the opportunity to amend this agreement with regard to the modified terms.

**9. Non-Emergency Communication System.**

In the event a non-emergency communication system is implemented and utilized in the County, which system will allow callers to access local public safety departments by dialing a three digit telephone number, the Municipality expressly agrees to participate in such a system and to apply this Agreement to the introduction and operation of the non-emergency communication system.

**10. Termination.**

The County may terminate this Agreement upon thirty (30) days notice to the Municipality. The Municipality may terminate this Agreement, with the prior written consent of the County, upon sixty (60) days notice and a showing by the Municipality that an alternative means is being provided.

**11. Assignment of Agreement.**

This Agreement may not be assigned or transferred by the Municipality without first having obtained written approval thereof by the County.

**12. Conflicts of Interest.**

This Agreement is subject to the provisions of Article 18 of the General Municipal Law of the State of New York, as amended.

**13. Independent Contractor.**

(a) The Municipality agrees that it is and at all times shall be deemed an independent contractor and shall not, in any manner whatsoever, by its actions or deeds commit the County to an obligation irrespective of the nature thereof, and Municipality shall not at any time or for any purpose be deemed an employee of the County.

(b) It is further understood and agreed that no agent, servant or employee of the Municipality shall, at any time or under any circumstances, be deemed to be an agent, servant or employee of the County.

**14. Entire Agreement.**

This Agreement constitutes the entire and integrated agreement between and among the parties hereto and supersedes any and all prior negotiations, agreements and conditions, whether written or oral. Any modification or amendment to this Agreement shall be void unless it is in writing and subscribed by the party to be charged.

**15. Invalidity.**

The parties intend all provisions of this Agreement to be in conformity with the laws of the State of New York and in the event that any court of competent jurisdiction shall rule to the contrary, this entire agreement shall become null and void.

**16. Applicable Law.**

This Agreement shall be construed and enforced in accordance with the laws of the State of New York.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in triplicate.

**THE COUNTY OF WESTCHESTER**

By \_\_\_\_\_  
(Name and Title)

**MUNICIPALITY:**

\_\_\_\_\_  
By \_\_\_\_\_  
(Name and Title)

Approved by the Westchester County Board of Legislators by Act No. 15-2023 on the 23<sup>rd</sup> day of January, 2023.

Approved

---

Assistant County Attorney  
The County of Westchester

## **ACKNOWLEDGMENT**

STATE OF NEW YORK )  
 ) SS.:  
COUNTY OF )

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year 20\_\_\_\_ before me, the undersigned, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Date: \_\_\_\_\_

## Notary Public

**CERTIFICATE OF AUTHORITY**  
(MUNICIPAL CORPORATION)

I, \_\_\_\_\_, (Officer other than officer signing contract)

certify that I am the \_\_\_\_\_ of  
(Title)

the \_\_\_\_\_  
(Name of Municipal Corporation)

a corporation duly organized and in good standing under the \_\_\_\_\_  
(Law under which organized, e.g., the New York Business Corporation Law) named in the  
foregoing agreement; that

(Person executing agreement)

who signed said agreement on behalf of the \_\_\_\_\_  
(Name of Municipal Corporation)

was, at the time of execution \_\_\_\_\_  
(Title of such person)

of the Municipal Corporation and that said agreement was duly signed for and on behalf of said Municipal Corporation by authority of its governing board, thereunto duly authorized and that such authority is in full force and effect at the date hereof.

(Signature)

STATE OF NEW YORK )  
COUNTY OF ) ss.:

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year 20\_\_ before me, the undersigned, a Notary Public in and for said State, \_\_\_\_\_ personally appeared, personally known to me or proved to me on the basis of satisfactory evidence to be the officer described in and who executed the above certificate, who being by me duly sworn did depose and say that he/she resides at \_\_\_\_\_, and he/she is an officer of said corporation; that he/she is duly authorized to execute said certificate on behalf of said corporation, and that he/she signed his/her name thereto pursuant to such authority.

---

Notary Public  
Date

**SCHEDULE "A"**

**E-911 INTERMUNICIPAL AGREEMENTS**  
**MUNICIPALITY/FIRE DISTRICT**

1. ARDSLEY, VILLAGE
2. BEDFORD, TOWN
3. BRIARCLIFF MANOR, VILLAGE
4. BRONXVILLE, VILLAGE
5. BUCHANAN, VILLAGE
6. CORTLANDT, TOWN
7. CROTON-ON-HUDSON, VILLAGE
8. DOBBS FERRY, VILLAGE
9. EASTCHESTER, TOWN
10. ELMSFORD, VILLAGE
11. FAIRVIEW FIRE DISTRICT
12. GREENBURGH, TOWN
13. HARRISON, TOWN
14. HARTSDALE FIRE DISTRICT
15. HASTINGS-ON-HUDSON, VILLAGE
16. IRVINGTON, VILLAGE
17. LARCHMONT, VILLAGE
18. LEWISBORO, TOWN
19. MAMARONECK, TOWN
20. MAMARONECK, VILLAGE
21. MT. KISCO, VILLAGE
22. MT. PLEASANT, TOWN
23. MT. VERNON, CITY
24. NEW CASTLE, TOWN
25. NEW ROCHELLE, CITY
26. NORTH CASTLE, TOWN
27. NORTH SALEM, TOWN
28. SLEEPY HOLLOW, VILLAGE
29. OSSINING, TOWN
30. OSSINING, VILLAGE
31. PEEKSKILL, CITY
32. PELHAM MANOR, VILLAGE
33. PELHAM, VILLAGE
34. PLEASANTVILLE, VILLAGE
35. PORT CHESTER, VILLAGE
36. POUND RIDGE, TOWN
37. RYE, CITY
38. RYE BROOK, VILLAGE
39. SCARSDALE, VILLAGE
40. SOMERS, TOWN
41. TARRYTOWN, VILLAGE
42. TUCKAHOE, VILLAGE
43. WHITE PLAINS, CITY
44. YONKERS, CITY
45. YORKTOWN, TOWN

**SCHEDULE "B"**  
**STANDARD INSURANCE PROVISIONS**  
**(Municipality)**

1. Prior to commencing work, and throughout the term of the Agreement, the Municipality shall obtain at its own cost and expense the required insurance as delineated below from insurance companies licensed in the State of New York, carrying a Best's financial rating of A or better. Municipality shall provide evidence of such insurance to the County of Westchester ("County"), either by providing a copy of policies and/or certificates as may be required and approved by the Director of Risk Management of the County ("Director"). The policies or certificates thereof shall provide that ten (10) days prior to cancellation or material change in the policy, notices of same shall be given to the Director either by overnight mail or personal delivery for all of the following stated insurance policies. All notices shall name the Municipality and identify the Agreement.

If at any time any of the policies required herein shall be or become unsatisfactory to the Director, as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to the Director, the Municipality shall upon notice to that effect from the County, promptly obtain a new policy, and submit the policy or the certificate as requested by the Director to the Office of Risk Management of the County for approval by the Director. Upon failure of the Municipality to furnish, deliver and maintain such insurance, the Agreement, at the election of the County, may be declared suspended, discontinued or terminated.

Failure of the Municipality to take out, maintain, or the taking out or maintenance of any required insurance, shall not relieve the Municipality from any liability under the Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the contractual obligations of the Municipality concerning indemnification.

All property losses shall be made payable to the "County of Westchester" and adjusted with the appropriate County personnel.

In the event that claims, for which the County may be liable, in excess of the insured amounts provided herein are filed by reason of Municipality's negligent acts or omissions under the Agreement or by virtue of the provisions of the labor law or other statute or any other reason, the amount of excess of such claims or any portion thereof, may be withheld from payment due or to become due the Municipality until such time as the Municipality shall furnish such additional security covering such claims in form satisfactory to the Director.

In the event of any loss, if the Municipality maintains broader coverage and/or higher limits than the minimums identified herein, the County shall be entitled to the broader coverage and/or higher limits maintained by the Municipality. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

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

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

Where an applicant claims to not be required to carry either a Workers' Compensation Policy or Disability Benefits Policy, or both, the employer must complete NYS form CE-200, available to download at: <http://www.wcb.ny.gov>.

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

b) Commercial General Liability Insurance with a combined single limit of \$1,000,000 (c.s.1) per occurrence and a \$2,000,000 aggregate limit naming the "County of Westchester" as an additional insured on a primary and non-contributory basis. This insurance shall include the following coverages:

- i. Premises - Operations.
- ii. Broad Form Contractual.
- iii. Independent Contractor and Sub-Contractor.
- iv. Products and Completed Operations.

c) Commercial Umbrella/Excess Insurance: \$2,000,000 each Occurrence and Aggregate naming the "County of Westchester" as additional insured, written on a "follow the form" basis.

NOTE: Additional insured status shall be provided by standard or other endorsement that extends coverage to the County of Westchester for both on-going and completed operations.

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

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

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

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

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

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

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

To: Pound Ridge Town Board  
From: Diane Briggs  
RE: Drew Klotz Sculpture donation to Pound Ridge from Sue and Harold Rubin  
Date: April 27, 2023

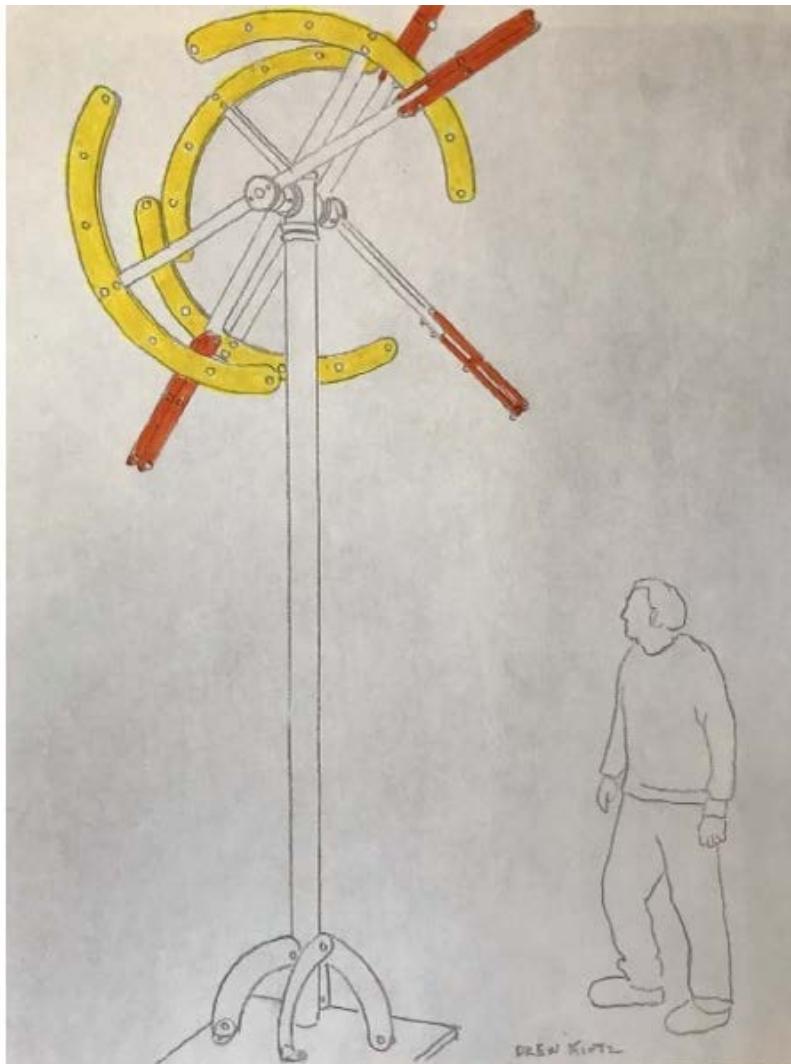
---

Long time Pound Ridge residents Suze and Howard Rubin have offered to donate a kinetic sculpture by artist [Drew Klotz](#) – see image below. The Rubins will fund this project including any groundwork required for installation (like the concrete footing needed)

After exploring locations throughout the community, the artist, Drew, recommends the installation in the grassy area between the police department and Town House.

Jim Perry reviewed the site and met with the artist to discuss the dimensions and functionality of the sculpture with regard to safety and agrees with the location choice.

I ask that you vote to accept this generous gift with gratitude and appreciation to the Rubins.



**Town Clerk's Office**

**MEMORANDUM**

**To:** Town Board  
**From:** Erin Trostle  
**Date:** May 4, 2023  
**Re:** Cemetery Plot Sale

---

Please approve the sale of Plot 53-1 in Section 3 (one gravesite) at a price of \$1,000.00 to former Pound Ridge resident Mitchell L. Kahn, of 45 Sunset Trail, PO Box 432-Cl, New Fairfield, CT 06812.

**CEMETERY PLOT DEED**

**One Gravesite – Plot #53-1, Section 3**

**This Indenture**, made the 9th day of May in the year of our Lord **Two thousand and twenty-three** between the **TOWN OF POUND RIDGE**, a municipal corporation existing under the Laws of the State of New York, party of the first part, and Mitchell L. Kahn, of 45 Sunset Trail, PO Box 432-CI, New Fairfield, CT 06812 party of the second part,

**WITNESSETH**, that the party of the first part, in consideration of **One thousand dollars** to it paid on behalf of the party of the second part, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell, and convey to the said party of the second part, his heirs and assigns, the use of the **Plot #53-1** of land as a place for the burial of the dead in the cemetery of said Town, called "Pound Ridge Cemetery" situated at Pound Ridge, in the County of Westchester; which lots described as **Plot #53-1** on a certain map entitled "Pound Ridge Cemetery Survey showing Section 3," made by Achille A. Pascale, CE, New Canaan, CT, dated December 18, 1996, and recorded in the office of the Clerk of Westchester County (Division of Land Records) on the 26th day of February, 1997, and known as map number **25894**.

**TO HAVE AND TO HOLD**, the above granted premises to the said party of the second part, his heirs and assigns, forever; subject, however that burial shall be in concrete or metal vault and all foundations for monuments shall be of poured concrete, not less than 42" in depth, and subject to the conditions, restrictions, rules, and regulations heretofore affecting this cemetery or as may be hereafter passed by the Town of Pound Ridge, its successors or assigns, for the government and control of the use of the **Plot #53-1** hereby hold, and subject also to the Laws of the State of New York relating to the use and ownership of lots and graves in cemeteries created under the Laws of said State. This instrument may not be sold, assigned, conveyed, or transferred to any person, corporation, partnership, or other entity. Unused plots shall be transferable only to the Town of Pound Ridge with the repurchase price in such case to be the original purchase price but in no case less than \$150.00 per plot.

**IN TESTIMONY WHEREOF**, the said party of the first part has caused this DEED to be signed by its Supervisor and Town Clerk, and its corporate seal to be hereunto affixed, the day and year first above written.

In Presence Of

(LS)

SUPERVISOR Town of Pound Ridge, New York

(LS)

TOWN CLERK Town of Pound Ridge, New York

State of New York      }  
County of Westchester    } ss:  
Town of Pound Ridge    }

On the 9th day of May, Two thousand and twenty-three, before me came Kevin C. Hansan and Erin Trostle, to me known, who being by me duly sworn, did depose and say that they reside in the Town of Pound Ridge, NY, that they are the Supervisor and Town Clerk respectively of the Town of Pound Ridge, NY, the municipal corporation described in, and which executed, the foregoing instrument; that they know the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Town Board of the Town of Pound Ridge, NY; and that they signed their names thereto by like order.

## Town Clerk's Office

### MEMORANDUM

**To:** Town Board  
**From:** Erin Trostle  
**Date:** May 4, 2023  
**Re:** Updated online and print-friendly special event permit application forms

---

Over the last few months, our reception coordinator Josh Batchelder has been using Adobe software to create new versions of the many forms used in the Town Clerk's office, including the special event permit application form. The new online version of the special event permit application makes it possible to complete the form, upload supporting documents, and sign and submit an application entirely online. Josh has also created a print-friendly version, which I've attached here, that applicants can use if they prefer to type into the pdf and print out the completed form or if they want to print the application and complete it by hand.

I am respectfully requesting permission to start using the updated online and print-friendly special event permit application forms. These new forms incorporate things like the parking plan and weather plan into a single form and incorporated language about insurance and vendor licenses so that language on permits.

I'd also like to make the board aware that since we started using the new forms early last year, it's become apparent that it works better for me to circulate application to the various department heads who need to review them than for applicants to have to do that. The updated application forms also reflect that change.



## SPECIAL EVENT PERMIT APPLICATION

### Instructions for Applicants

Pursuant to Section 91 of the Town Code, a Special Event Permit is required for any sale, festival, or other special event that is conducted on Town property; that exceeds the building envelopes in the Business District; or that significantly impacts available public parking, vehicular or pedestrian traffic, or access to public roads. If you would like to hold an event that meets any of these conditions, you need to apply for a Special Event Permit. (Note that events in the Town Park or at Conant Hall consistent with the designated purpose of those facilities require only a Recreation Department activity permit or a rental agreement, respectively.)

**Special Event Permit applications and supporting materials must be submitted to the Town Clerk a minimum of sixty days before the event.** After circulating the application to various department heads and compiling their feedback, the Town Clerk presents it to the Town Board for approval, which may be subject to conditions that must be met before a permit can be issued. A permit must be issued before the start of the event.

Please direct questions to the Town Clerk ([townclerk@townofpoundridge.com](mailto:townclerk@townofpoundridge.com); 914-764-5549).

#### Instructions

1. Complete as much of the Special Event Permit Application form as you can. There may be some details that will not be available when you submit your application.
2. Submit your application and any supporting documents to the Town Clerk.
3. Attend the Town Board meeting when your application will be considered.
4. If the application is approved, you may still need to satisfy certain conditions for a permit to be issued or for your permit to be valid. Make sure you meet any conditions that are specified.
5. Make sure you have received a permit prior to your event.



## 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:	
Applicant Type:	
Address:	
Mailing Address:	
Phone Number:	
Email Address:	

### 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:	
Event Type:	
Description:	
Purpose:	

Event Date:		Alternate Date:	
Event Start Time:		Event End Time:	
Setup Start Time:		Setup End Time:	
Takedown Start:		Takedown End:	

Location(s):		
On private property?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Parking location(s):		
On private property?	<input type="checkbox"/> Yes	<input type="checkbox"/> No

Road closure(s) requested:	
Closure times requested:	

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

### VENDORS/LICENSES

Will the event include food and/or beverage vendors?		
<input type="checkbox"/> Yes	<input type="checkbox"/> No	Number, if any:
Will any food or beverages be served without charge in conjunction with the event?		
<input type="checkbox"/> Yes	<input type="checkbox"/> No	
Will the event include non-food vendors?		
<input type="checkbox"/> Yes	<input type="checkbox"/> No	Number, if any:
Will the event include alcoholic beverage vendors?		
<input type="checkbox"/> Yes	<input type="checkbox"/> No	Number, if any:
Will any alcohol be served without charge in conjunction with the event?		
<input type="checkbox"/> Yes	<input type="checkbox"/> No	
Will the event include gambling of any kind?		
<input type="checkbox"/> Yes	<input 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:			
Cell Phone Number:		Email Address:	
Event Day Contact Name:			
Cell Phone Number:		Email Address:	
Weather Contact Name:			
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

<b>CROWD MANAGEMENT</b>		
Anticipated attendance:		
Describe crowd control plan:		
Describe perimeter control plan:		
Emergency services present?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Will event be ADA compliant?	<input type="checkbox"/> Yes	<input type="checkbox"/> No

## VOLUNTEERS

Indicate number of volunteers:	
Describe role(s) of volunteers:	

<b>PROMOTION</b>		
Banner permission requested?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
If yes, please indicate location and dates:		
Other signage?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
If yes, please describe:		

<b>TOWN RESOURCES</b>		
Town bus needed?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
If yes, please indicate time:		
Barricades or cones needed?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
If yes, please specify:		
Other town-owned property needed?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
If yes, please specify:		

<b>OUTSIDE RESOURCES</b>		
Outside bus transportation?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
If yes, please describe:		
Outside parking assistance?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
If yes, please describe:		
Other outside resources?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
If yes, please describe:		

**SANITATION/GARBAGE**

Portable toilets provided:	<input type="checkbox"/> Yes	<input type="checkbox"/> No
If so, how many?		
Garbage/recycling bins provided?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Describe garbage/recycling plan:		

**NEIGHBORHOOD IMPACT/NOTIFICATION**

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

**STRUCTURES/SAFETY**

Tents or canopies?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
If yes, please describe:		
Stage or other structures?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
If yes, please describe:		
Fireworks or open flame?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
If yes, please describe:		

**UTILITIES**

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

## SUPPORTING DOCUMENTS

### MAPS/PLANS

Event Site Plan	<input type="checkbox"/> Yes	<input type="checkbox"/> 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	<input type="checkbox"/> Yes	<input type="checkbox"/> 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)	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Indemnity Agreement(s)	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Permits/Licenses (other than for vendors)	<input type="checkbox"/> Yes	<input type="checkbox"/> No

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

### DEPOSIT/FEES

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

---

(Printed Name)

---

(Date)

**SUBMIT**

## Town Clerk's Office

### MEMORANDUM

**To:** Town Board

**From:** Erin Trostle

**Date:** May 4, 2023

**Re:** Permission to collect credit card payments at the Recycling Center via Square app

---

I am respectfully requesting permission to collect credit card payments at the Recycling Center via the Square app.

Currently paper dumpster permits are issued at the Town House, and residents must pay by cash or check. This change would save residents a trip and would strengthen internal controls since fees would be deposited directly to the Town Clerk account at Key Bank. Paper permits would still be available at the Town House during regular business hours for residents wishing to pay by cash or check.

Please note that the Town Board has already authorized the Town Clerk's office to accept credit card payments. I am asking only for permission to use the Square app. There is no cost for a basic Square account. Processing fees are 2.6% + \$0.10/transaction for chip or contactless payments. Total processing fees in an average year would be approximately \$200.

At the suggestion of our Maintenance staff, I'm also respectfully requesting that residents wishing to use the Recycling Center be required to display a sticker on their vehicles. This will make it easier to prevent unauthorized use of the Recycling Center.

**Town Clerk's Office**

**MEMORANDUM**

**To:** Town Board  
**From:** Erin Trostle  
**Date:** May 4, 2023  
**Re:** Permit modification request for summer concert series

---

The Pound Ridge Partnership is asking that the Special Event Permit previously issued for its summer concert series be modified to reflect a start time of 11:00 am and an end time of 12:00 noon for the June 18 concert. The previously approved time slot was 2:00 pm to 4:00 pm.

## Erin Trostle

---

**From:** Tanja Vogel <tanja@prpartnership.org>  
**Sent:** Thursday, May 4, 2023 1:10 PM  
**To:** Erin Trostle  
**Subject:** Re: PRP Summer Concert Series application

Hi Erin,

We have moved the time slot for Father's Day musician to start at 11am. It is one hour. We will do set up before hand and clean up after.

Approved time was a 2pm start.

Do I need to present this time change to the town board?

Tanja Vogel  
President  
Pound Ridge Partnership  
P.O. Box 402  
Pound Ridge, NY 10576  
Cell: 914-629-4381

On Apr 5, 2023, at 4:20 PM, Tanja Vogel <tanja@prpartnership.org> wrote:

Thank you very much. Apologies for sending so late.

Tanja Vogel  
President  
Pound Ridge Partnership  
P.O. Box 402  
Pound Ridge, NY 10576  
Cell: 914-629-4381

On Apr 5, 2023, at 4:12 PM, Erin Trostle <townclerk@townofpoundridge.com> wrote:

Hi Tanja and Terri,

I have sent this application and the one for the Juneteenth concert out to PD and the Building and Maintenance Departments. I did emphasize that I need to hear back from them by tomorrow to get you on the 4/11 agenda. These are not complicated applications, so let's keep our fingers crossed that the turnaround will be quick.

Many thanks,

PLP summer concert series  
Sp. event permit application

3

Event dates:	6/18 -family/children's music 7/22 - jazz 9/15 or 9/16 - tbd		
Event start time:	6/18 - 2pm 7/22 - 5pm 9/15 or 16 - 6pm	Alternate date:	n/a
Setup start time:	One hour prior event start time	Event end time:	6/18 - 4pm 7/22 - 7pm 9/15 or 16 - 8pm
Takedown start:	At event end	Setup end time:	One hour after event
Takedown end:			One hour after event
Location(s):	Village Green		
On private property?	Yes	No <input checked="" type="checkbox"/>	
Parking location(s):	Westchester Ave.; Parking Lots in Business District area		
On private property?	Yes	No <input checked="" type="checkbox"/>	
Road closure(s) requested:	No		
Closure times requested:	N/A		
Admission fee?	Yes	<input checked="" type="checkbox"/> No	
Parking fee?	Yes	<input checked="" type="checkbox"/> 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?

# Zoning Text Amendment Proposal

Pound Ridge Planning Board

April 28, 2023

# Current zoning text is costing applicants time and money

- We see two issues currently **costing applicants time and money**, as they come into our process confused by code drafting errors
- First, “Increased Minimum Setbacks” should be defined; currently they are only **described in a footnote** which might not be sufficient, given their central role in our reviews
- Second, what counts as “Lot Coverage” should be simplified; **contradictions in the code** make it confusing for some applicants

# Pound Ridge's Planning Board wants to save applicants time and money

- Our mission of "**mutually beneficial development**" often requires some dialog, across 2-3 meetings (initial presentation, site walk, feedback/review, resolution)
- In some cases, applicant costs (and timelines) are driven up due to **confusion over our process**. This is bad for applicants (and our town)
- We seek to **make the process more efficient**, by clarifying our code, to save applicants time and money

# 1. Clearly define “Increased Minimum Setbacks”

- Renovation applicants come to the Planning Board when their site plan **coverage exceeds zoned thresholds**.
- Our board allows applicants to exceed these thresholds, if their plan **considers town character, neighbors, storm water management**, etc.
- Setbacks from property lines are an essential consideration; and **“increased minimum setbacks” help compensate** for increased intensity of development

For example, this application exceeds threshold by 6%...

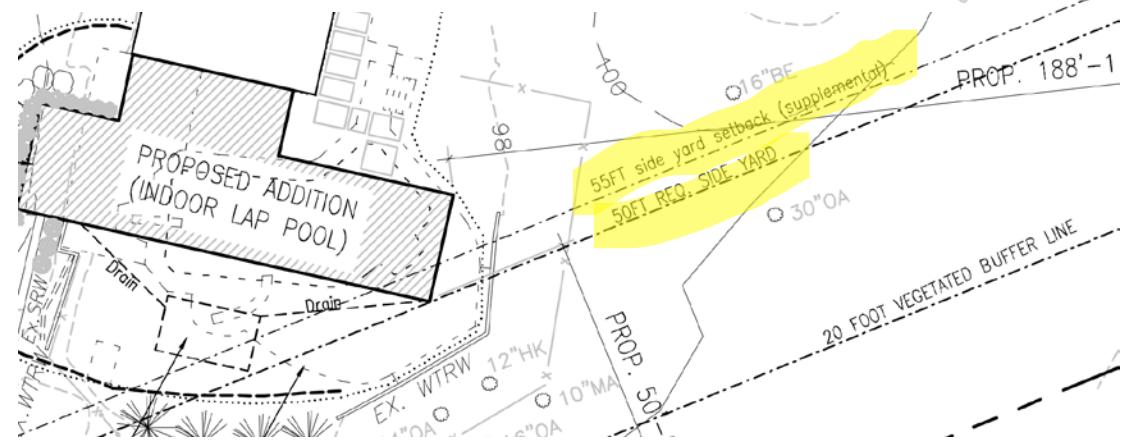
And correctly adds +5' to setbacks, but calls it “supplemental”

	EXISTING sq. ft. (footprint)	PROPOSED sq. ft. (footprint)	TOTAL sq. ft. (footprint)	DIVIDE TOTAL BY COVERAGE OF YOUR ZONING DISTRICT	% THRESHOLD
Principal Dwelling	2,811	1,390	4,201	Threshold Building Coverage: □ R-1A = 2,600 sq. ft. □ R-2A = 3,600 sq. ft. ■ R-3A = 4,500 sq. ft.	Multiply figure by 100 to obtain percentage.
Other Covered Structures	793	-200	593		
<b>TOTAL BUILDING COVERAGE</b>	<b>3,604</b>	<b>1,190</b>	<b>4,794</b>	= <b><u>4,794 / 4,500 = 1.06</u></b>	= <b><u>106 %</u></b>
<b>Total Building Coverage</b>	<b>3,604</b>	<b>1190</b>	<b>4,794</b>	Threshold Lot Coverage: □ R-1A = 7,000 sq. ft. □ R-2A = 9,000 sq. ft. ■ R-3A = 12,000 sq. ft.	Multiply figure by 100 to obtain percentage
Driveway: (pervious & impervious)	5,710	-365	5,345		
Other Structures: deck, patio, pool, tennis court, walkways	3,811	-2,359	1,452		
<b>TOTAL LOT COVERAGE</b>	<b>13,125</b>	<b>-1,534</b>	<b>11,591</b>	= <b><u>11,591 / 12,000 = 0.965 *</u></b>	= <b><u>96.5 %</u></b>

\* If the % Threshold exceeds 100%, use this decimal figure to calculate increased minimum setbacks below.

Example: if the "% Threshold" is 120%, & in an R-3A district, multiply each setback by 1.2 (1.2 x 60' front yard = 72' rounded up to 5' increments = 75')

ZONING DISTRICT	MINIMUM REQUIRED SETBACKS			EXISTING	PROPOSED	INCREASED MINIMUM SETBACKS (Minimum Required x % Threshold Rounded up to 5' increments) Plot these on the site plan.
	R-3A	R-2A	R-1A			
a. Front Yard	60'	60'	50'	174'	146'	65'
b. Side Yard	50'	50'	35'	86'-7"	50'-5"	55'
c. Rear Yard	75'	50'	50'	182'	182'	80'
d. Vegetated Buffer	20'	15'	10'	20'	20'	



# A clear definition might help applicants understand Increased Minimum Setbacks.

- Our code and process require applications over coverage thresholds to show Increased Minimum Setbacks
- Usage of Increased Minimum Setbacks is well established in code and in practice, but, because they're not clearly defined, they are sometimes missed or misunderstood
- We propose to clarify by adding to definitions in 113-2:

## **Section 113-2**

### **Setback, Increased Minimum**

A setback that has been increased in proportion to the amount that the threshold standard(s) for site plan approval have been exceeded. (See Schedule of Bulk Regulations, §113-37)

## 2. Clarify a contradiction in “Lot Coverage”

### 113-2 Word usage; definitions.

#### COVERAGE, LOT

That percentage of the land area covered by the combined area of all "buildings," "structures" and paved areas on the "lot."

- Pound Ridge's building inspector, engineers, and town boards have **established in practice and precedent** that all paved areas, including paved terraces, patios, and driveways, count as "Lot Coverage," per the definition in 113-2.

Lot coverage is well defined and established in our code and process, but could be clearer for applicants

- To align code internally and conform to town practice, a mistake in 113-38 should be corrected to say that paved terraces are excluded from "building coverage," not "lot coverage"
- That this is a mistake (that "lot" should read "building") is made more clear because it's repeated; particularly in the second instance, using "lot coverage" makes no sense

#### 113-38 Supplementary Regulations

A.

"Yards" and setbacks.

(1)

Terraces and porches. A paved terrace shall not be considered in determination of "yard" size or "lot building coverage;" provided, however, that such terrace is unroofed and without walls, parapets or other forms of enclosure. Such terrace, however, may have an open guard railing not over three feet high and shall not project into any "yard" to a point closer than 25 feet from any "lot line." Any two-"story" or any enclosed porch, or one having a roof and capable of being enclosed, shall be considered a part of the "building" in the determination of the size of the "yard" or amount of "lot building coverage."

# Why consider patios?

Patios can be lovely, appropriately sized for a lot, and in keeping with the rural character of our town... or not.

We do not want to unduly restrict patios, but we don't want to ignore them; we want an opportunity to consider potential impact

This is why our town has always treated all paved areas, including patios, as part of lot coverage



# Why is this important?

For example, one owner came to us in 2022 wanting to build a pool & cabana with expanded, terraces, patios, and driveways

We wanted to focus on mutually beneficial development, but were bogged down in this code mistake



- What we approved included all the applicant's desired elements and was above thresholds (169% lot coverage, 179% building coverage)
- We moved development away from property lines and addressed town concerns (e.g., lighting, screening, stormwater management)
- Misunderstanding & debate of “coverage” wasted hours of expensive lawyers’ and consultants’ time – for the town and the applicant – across 7(!) meetings

We ask for the support of our town board to make our planning process easier - for everyone

- Save applicants time and money
- Shorten meetings and expedite resolutions
- Continue past precedent and current practice
- Clarity for town inspector and engineers
- Get to mutually beneficial development, faster

# Appendix

The Planning Board in Action

# Which applications were approved?

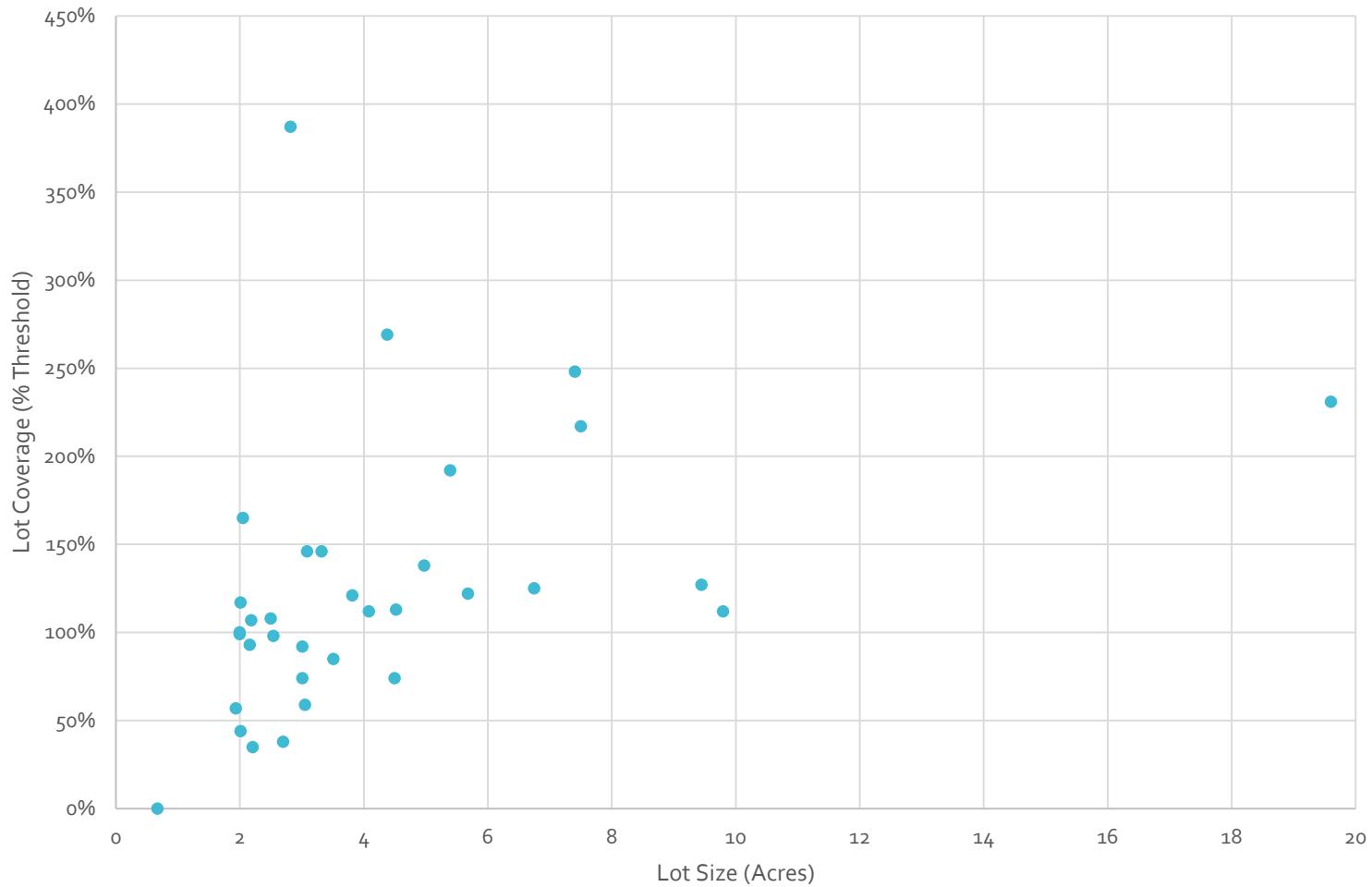
The Pound Ridge Planning Board reviews applications for:

- New houses
- ADUs
- Renovations that exceed coverage thresholds

We aim to get to mutually beneficial development on all of them

Every application in the past 18 months was approved (1 withdrawn) – most in 3 meetings or less – some (particularly those with high coverage) with important concessions for town and neighbors

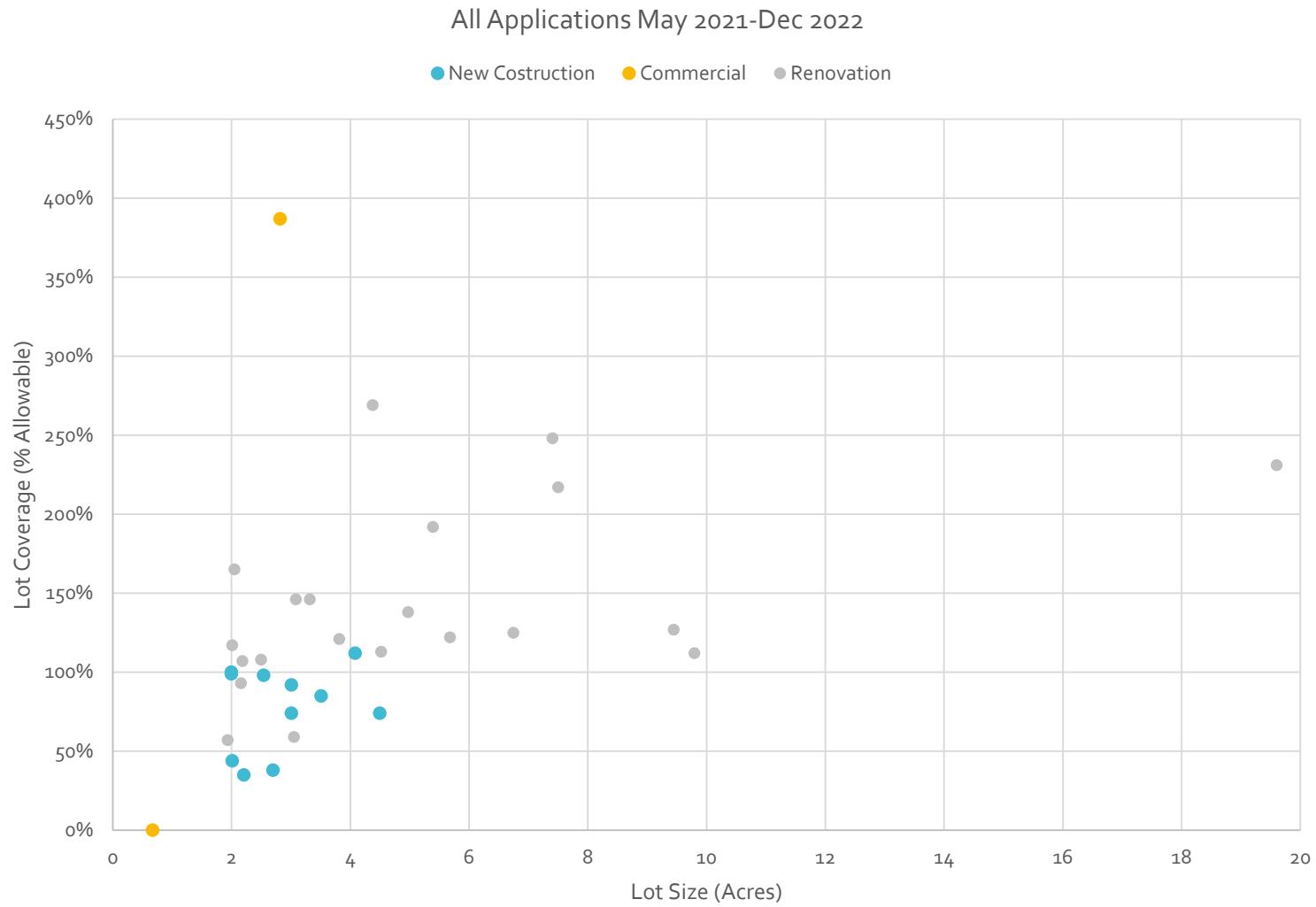
All Applications May 2021-Dec 2022



# New construction applications... all approved

Most of the new construction was below coverage thresholds

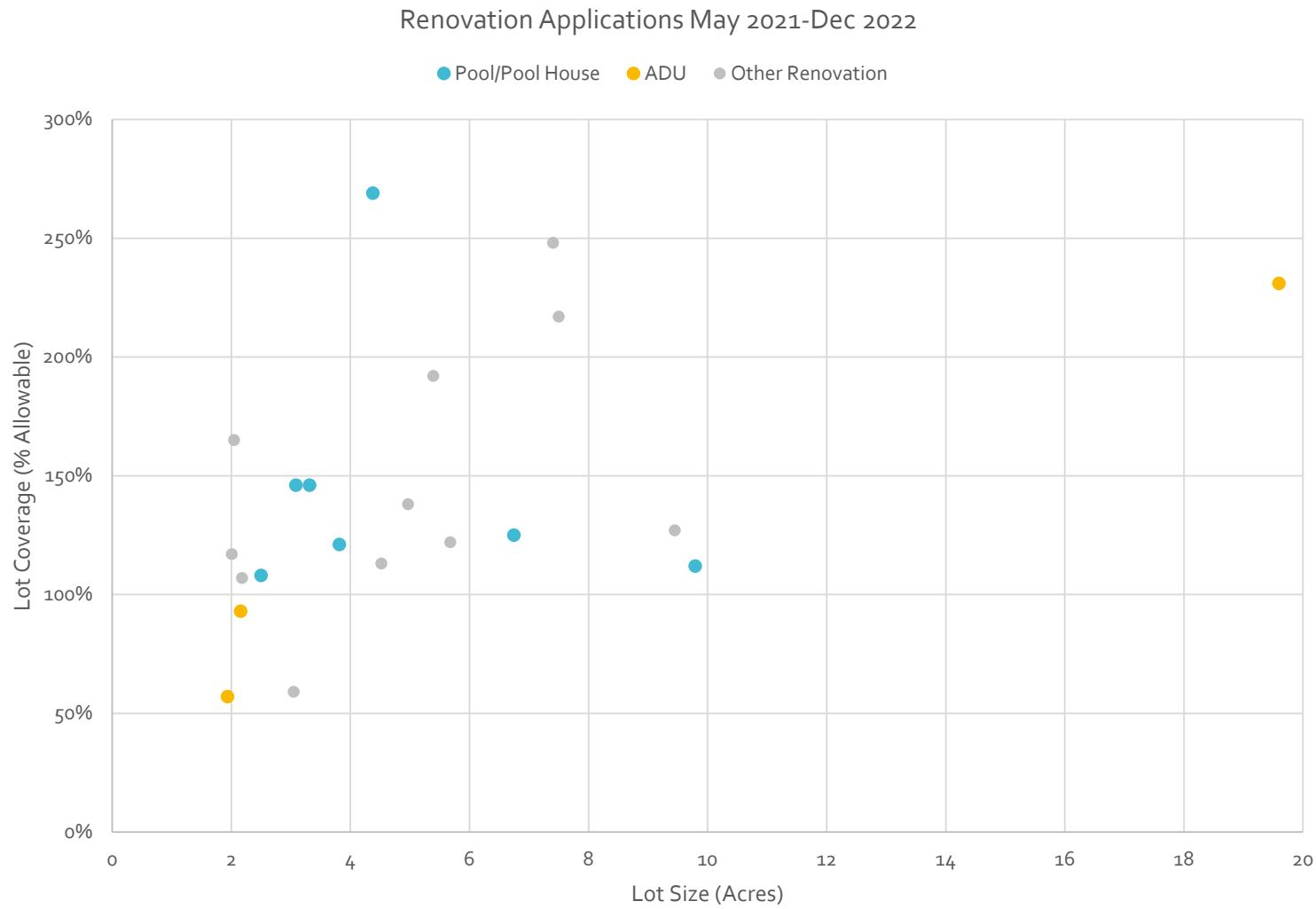
The commercial applicants were Breads and Bakes and the Library (withdrawn by the applicant)



# Pool/pool house and ADU applications... all approved

The outlier ADU was on a large lot.

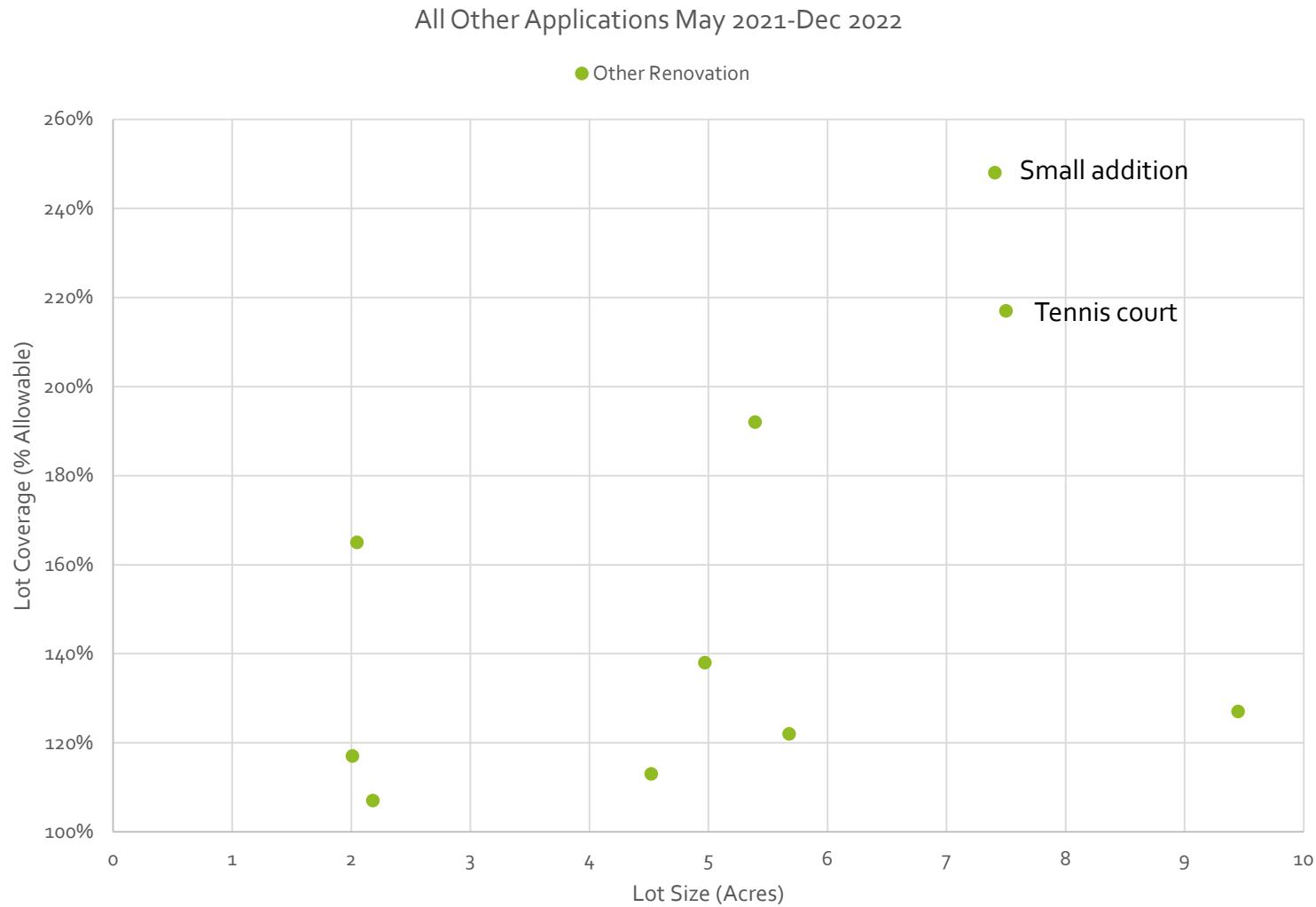
The outlier pool house added only 400ft<sup>2</sup>, was on a oversize lot, and removed a nonconforming structure as a condition of approval



# All other renovation applications... approved

The small addition added only 200ft to the building & lot coverage

The tennis court application agreed to no future subdivision as a condition of approval



# Code Appendix

# “Increased minimum setbacks” in 113-37 (existing) & 113-2 definition (proposed)

## **Increased Minimum Setbacks: Definition**

Context: The concept of “Increased Minimum Setbacks,” or setbacks that increase proportionally to the amount of building or lot coverage in excess of certain thresholds, is contained the Zoning Law, as shown below. The Planning Board application and review process rely on these “Increased Minimum Setbacks” being shown on applications, but they are sometimes overlooked or confused with other concepts. Defining this concept in Section 113-2 (“Definitions”) would clarify a term in the Zoning Law that is already being used in practice.

Current Town Code, Section 113-37 Schedule of Bulk Regulations, Attachment 2, Footnote 4 (**emphasis added**):

*Site plan approval by the Planning Board shall be required for any "lot" where the "building coverage" exceeds 2,600 square feet in the R-1A District, 3,600 square feet in the R-2A District and 4,500 square feet in the R-3A District; on any "lot" where the "building coverage" exceeds the area of the required potential house site within the horizontal circle shown on an approved plat; or any "lot" where the "lot coverage," excluding common driveways approved by the Planning Board, exceeds 7,000 square feet in the R-1A District, 9,000 square feet in the R-2A District and 12,000 square feet in the R-3A District. The minimum "front yard," "side yard" and "rear yard" setbacks and the minimum buffer area from all "lot lines" shall be increased in five-foot increments in proportion to the amount the threshold standard(s) for site plan approval are exceeded, unless otherwise modified by the Planning Board as part of site plan approval.*

Proposed Amendment (addition) to Section 113-2 Zoning Definitions:

### ***Setback, Increased Minimum***

*A setback that has been increased in proportion to the amount that the threshold standard(s) for site plan approval have been exceeded. (See Schedule of Bulk Regulations, §113-37)*

# “Coverage” defined (existing)

## 113-2 & clarified (corrected)

## 113-38

### 113-2 Word usage; definitions.

#### **COVERAGE, BUILDING**

That percentage of the “lot” area covered by the “building area.”

#### **COVERAGE, LOT**

That percentage of the land area covered by the combined area of all “buildings,” “structures” and paved areas on the “lot.”

### 113-38 Supplementary Regulations

A.

“Yards” and setbacks.

(1)

Terraces and porches. A paved terrace shall not be considered in determination of “yard” size or “lot - building coverage;” provided, however, that such terrace is unroofed and without walls, parapets or other forms of enclosure. Such terrace, however, may have an open guard railing not over three feet high and shall not project into any “yard” to a point closer than 25 feet from any “lot line.” Any two-“story” or any enclosed porch, or one having a roof and capable of being enclosed, shall be considered a part of the “building” in the determination of the size of the “yard” or amount of “lot - building coverage.”



TO: Kevin Hansan, Pound Ridge Town Supervisor, and Members of the Town Council

FROM: Melinda Avellino, Conservation Board, Chair  
Ellen Grogan, Conservation Board, Former Chair

RE: Conservation Board Letter of Support for the Planning Board Zoning Text Amendment Proposal

DATE: May 8, 2023

The Conservation Board is writing in support of the Planning Board's *Zoning Text Amendment Proposal* to clarify language in the Town's code in regard to Lot Coverage and Increased Minimum Setbacks. These are important regulations that have a direct impact on the health of the Town's environment.

We agree that the suggested text amendments in the proposal are consistent with the planning board's current practices during the application process. We understand that these discrepancies that the Planning Board is sighting in the code are causing confusion for applicants in the planning process and should be corrected in order to keep the process consistent, clear, and expedient for all parties.

1. Correction in Section 138-38 Supplementary Regulations code should be corrected to say that paved terraces are excluded from "building coverage," not "lot coverage" and that "lot" should read "building."

The Conservation Board has a particular interest in maintaining the existing precedent regarding impervious surfaces which also supports the current Comprehensive Plan. Impervious surfaces, like patios, terraces, driveways, etc. prevent rainwater from soaking into the ground gradually. Water that makes its way to streams and aquifers is naturally purified along the way. By contrast, runoff from impervious surfaces picks up contaminants that can end up in streams and other water bodies. And because we are on well water, minimizing the amount of impervious surfaces protects our drinking water and ensures proper storm water management.

2. Usage of Increased Minimum Setbacks is well established in code and in practice and should therefore be clarified by adding to definitions in Section 113-2 of Setback, Increased Minimum

The Conservation Board understands the Planning Board implements the need to have Increased Minimum Setbacks that can compensate for increased intensity of the building coverage. We have interest in protecting the setback buffers as well as, understanding that all other environmental constraints are being considered in the application process. We agree with the Planning Board's established practice to increase the minimum setback when necessary, therefore, it is important to clearly define this in the code for the applicant's understanding.

As the Planning Board proposal states, clarifying the Code saves everyone time and effort and the applicant unnecessary expense. For fifty years the Conservation Board has recommended residents maintain a portion of their land in its natural state to protect streams, water aquifers, wildlife habitat, steep slopes, rock outcroppings, vernal pools, other sensitive lands, enhancing the Town's scenic beauty and semi-rural character. Clarifying these long standing practices in the code is essential.

We support your approval of the proposed text amendments. Please do not hesitate to contact us should you require any additional information.

Thank you.

## CLAIM



**TOWN OF POUND RIDGE  
POUND RIDGE NY 10576**

**PURCHASE ORDER NO.:**

DATE: 5/2/2023

**CLAIMANT'S  
NAME  
AND  
ADDRESS**

Chris Ytuarte  
122 Old Stone Hill Road  
Pound Ridge, NY 10576

**VENDOR #:**

APPROPRIATION	AMOUNT	VOUCHER #
T-31-3102	\$1,000.00	
<b>TOTAL</b>	<b>\$1,000.00</b>	

### **CLAIMANT'S CERTIFICATION**

I, , certify that the above account in the amount of \$1,000.00 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

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.

the dates stated and  
5/2/23  
date

authorized officia

## APPROVAL FOR PAYMENT

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

WCE Admin

✓ 5/2 E. in  
Niwot 1059.

**RE:**

May 1, 2023

**FINAL CERTIFICATION LETTER**Owner: **Chris Ytuarte**Property Address: **122 Old Stone Hill Rd**TAX ID: **10047-33.2**Zoning: **R-3A**

To Mr. Christeen CB Dur,  
Administrator, Water Control Commission  
Town of Pound Ridge:

This letter is to certify that to the best of my knowledge, information and belief all work related to the above-mentioned project (remodeling of existing bath, pwdr., and master bath) was completed with plans drawn by Jan Cadek, Hans Cadek Architecture and dated 6/28/2022. These plans were approved by WCC and comply with the 2020 Residential Code of New York State, and the 2020 Energy Conservation Construction Code of New York State.

Please, call me if you have any questions #914 649 8473, or [hans@hanscadek.com](mailto:hans@hanscadek.com)

Regards,  
Jan Cadek R.A.  
Hans Cadek Architecture, PLLC

A handwritten signature of "Jan Cadek" in black ink, positioned to the right of the seal.

*Bond # 2022-46  
\$1,000.—  
5/2/23 OK per Jim Peary*

May 1, 2023

This Certification is only for Water Control Commission, Town of Pound Ridge purposes, and can't be used for anything or anyone else.

## Christeen Dur

---

**From:** Christeen Dur  
**Sent:** Tuesday, May 2, 2023 11:12 AM  
**To:** 'Chris Ytuarte'  
**Cc:** Rosemarie D'arcy; jan cadek  
**Subject:** RE: 122 Old Stone Hill Rd - WCC application

Great will do. Thanks for confirming.

Christeen

**From:** Chris Ytuarte <cytuarte@gmail.com>  
**Sent:** Tuesday, May 2, 2023 10:47 AM  
**To:** Christeen Dur <cdur@townofpoundridge.com>  
**Cc:** Rosemarie D'arcy <rdarcy@townofpoundridge.com>; jan cadek <jancadek77@gmail.com>  
**Subject:** Re: 122 Old Stone Hill Rd - WCC application

Great, thank you, Christeen. Please send to our home address at 122 Old Stone Hill Rd, Pound Ridge, NY 10576

Cheers,  
Chris

On Tue, May 2, 2023 at 10:12 AM Christeen Dur <[cdur@townofpoundridge.com](mailto:cdur@townofpoundridge.com)> wrote:

Thank you Jan.

Chris – please let me know where you would like the \$1,000 check mailed, 122 Old Stone Hill Road?

I will submit the bond request for the next Town Board meeting Agenda on May 9 and to our finance department today. Checks will be mailed after the Town Board meeting.

Thank you. Christeen

**From:** jan cadek <[jancadek77@gmail.com](mailto:jancadek77@gmail.com)>  
**Sent:** Monday, May 1, 2023 8:59 PM  
**To:** Christeen Dur <[cdur@townofpoundridge.com](mailto:cdur@townofpoundridge.com)>  
**Cc:** Chris Ytuarte <[cytuarte@gmail.com](mailto:cytuarte@gmail.com)>; Rosemarie D'arcy <[rdarcy@townofpoundridge.com](mailto:rdarcy@townofpoundridge.com)>  
**Subject:** Re: 122 Old Stone Hill Rd - WCC application

Hi Christeen,

Please see attached Certified Letter for the project - address 122 Old Stone Hill Rd (remodeling of existing bath, powder room, and master bath).

The homeowner, cc on this email, would like to receive back his bond (see attached receipt).

Please let me know if you need anything else.

Thank you, Hans.

**Hans Cadek**, Licensed Architect

Port Chester, NY | P 914-649-8473



On Wed, Jun 29, 2022 at 10:52 AM Christeen Dur <[cdur@townofpoundridge.com](mailto:cdur@townofpoundridge.com)> wrote:

Hi Jan

Received the hard copies. All set with WCC – Rosie has it with your bldg. permit application.

Thank you. Christeen

**From:** jan cadek <[jancadek77@gmail.com](mailto:jancadek77@gmail.com)>  
**Sent:** Tuesday, June 28, 2022 2:24 PM  
**To:** Christeen Dur <[cdur@townofpoundridge.com](mailto:cdur@townofpoundridge.com)>  
**Cc:** Chris Ytuarte <[cytuarte@gmail.com](mailto:cytuarte@gmail.com)>; Rosemarie D'arcy <[rdarcy@townofpoundridge.com](mailto:rdarcy@townofpoundridge.com)>  
**Subject:** Re: 122 Old Stone Hill Rd - WCC application

# General Receipt

007924

TOWN OF POUND RIDGE, NY 10576-1743

Date 6/14/22

Received from

Christopher Ytuarte

Name

\$ 1,000. -

The sum of ONE THOUSAND DOLLARS

For: WCA Bond

CK# 1031

By

J. d'Argy

YTUARTE  
10047-33.2

Title \_\_\_\_\_

	Kevin	Les	Ali	Carla	Dan	Diane	Other
<b>Boards &amp; Commissions</b>							
Audit Bills				X			
Board of Assessment Review							N/A
Board of Ethics							N/A
Conservation Board				X			
Drug Abuse Prevention Council		X					
Economic Development Committee						X	
Energy Action Committee				X			
Housing Board					X		
Human Rights Advisory Committee			X				
Landmarks & Historic District						X	
OEM	X						
Old Pound Road Committee	X						
Open Space					X		
Planning Board				X			
Police Department	X						
Recreation Commission						X	
Water Control Commission		X					
Zoning Board of Appeals					X		
<b>Other</b>							
BCSDNY	X						
East of Hudson Watershed		X					
Environmental Initiatives Advisors							Elyse/Bill Harding
Fire District	X						
Insurance							Harvey Dann
Library Board	X						
New Dawn					X		
Westchester County Shared Services	X						
Sustainable Westchester				X			
WEMS							Tom Mulcahy
Wireless Communication						X	
Water Wastewater Task Force			X				