



TO: Kevin Hansan, Town Supervisor, and the Town Board

FROM: Michele Rudolph, AIA, Planning Board Chairperson

CC: Jim Perry, Building Inspector
Christeen CB Dür, Planning Board Administrator

DATE: January 3, 2023

SUBJECT: Town Code Section 113-39 Accessory Apartments

Our Town Code currently has an expiration date for the permission of accessory structures to be used as accessory apartments also known as accessory dwelling units, “ADUs”. As you can see in our Town Code Section 113-39, C (2) states “accessory apartments” are permitted in accessory structures existing as of January 1, 2023.

The Planning Board supports this alternate form of housing for property owners. Multiple ADUs have continued to be approved in the last couple of years. One ADU was just approved in December, and another is currently in the review process close to final approval.

The Building Department cannot issue permits for these approved ADUs due to the Town Code expiration date.

Please act as soon as possible to either extend the deadline date or eliminate the date altogether. The Planning Board will continue to support ADUs for our Town.

Please contact me if you have any questions at mrudolph@townofpoundridge.com or 917.887.1107.

Thank you. Happy New Year. Michele

LOCAL LAW 1 OF 2023

**A LOCAL LAW TO EXTEND THE PERIOD TO PERMIT
ACCESSORY APARTMENTS IN ACCESSORY BUILDINGS**

Section 1. Section 113-39(C)(2) of the Zoning Code of the Town of Pound Ridge is hereby amended as follows:

C. "Accessory apartments" located in conforming "accessory buildings."

(1) Any "accessory building", which is proposed for use as an "accessory apartments ", shall comply in all respects with all applicable building codes and setback standards for the "district" in which it is located.

(2) " Accessory apartments " are permitted in accessory structures existing as of January 1, ~~2023~~ 2028, providing the accessory use is maintained within the "accessory building" with the accessory and providing both the accessory and the "accessory building" are in conformance with all applicable health codes, ~~building codes, zoning codes,~~ fire codes and this chapter.

Section 2. Severability.

The invalidity of any word, section, clause, paragraph, sentence, part or provision of this local law shall not affect the validity of any other part of this local law that can be given effect without such invalid part or parts.

Section 3. Effective Date.

This Local Law shall take effect immediately upon its adoption and filing with the Secretary of State.

NOTE: Provisions to be deleted are shown with strike throughs; new provisions to added are underlined.



HOCHERMAN
TORTORELLA
& WEKSTEIN LLP

Attorneys at Law
Geraldine N. Tortorella^(NY, CT)
Adam L. Wekstein^(NY)
Noelle C. Wolfson^(NY, CT)

Henry M. Hocherman, Retired

November 9, 2022

Via Overnight Delivery & Electronic Mail (chiefofstaff@townofpoundridge.com)

Hon. Kevin Hansan, Supervisor
and Members of the Town Board
Town of Pound Ridge
179 Westchester Avenue
Pound Ridge, New York 10576

*Re: Eastwoods LLC -- Pound Ridge Golf Club
Final Risk Evaluation of New Pesticides for Use on the Pound Ridge Golf Course
18 High Ridge Road, Town of Pound Ridge, New York
Tax Identification No.: Block 9316, Lot 18.9*

Dear Supervisor Hansan and Members of the Town Board:

Enclosed are an electronic and one hard copy of the revised, comprehensive and final Risk Assessment for the new pesticides proposed for use on the Pound Ridge Golf Course, entitled "Risk Evaluation of New Pesticides Pound Ridge Golf Club," prepared by Environmental & Turf Services (Stuart Z. Cohen, Ph.D., CGWP and N. Lajan Barnes, M.S., P.G.), with assistance from WSP USA (John Benvegna, PG(NY), CPG), revised November 7, 2022 (the "ETS November 7, 2022 Risk Assessment"). This version of the Risk Assessment includes documentation and information requested by the Town Board, Planning Board and the Town's Consulting Engineers, Pitingaro & Doetsch, throughout the review of Eastwoods LLC's request to use new chemicals on the Golf Course and has been revised to supplement, clarify and/or update certain information contained in ETS' initial Risk Assessment, dated May 18, 2022.

With this submission, I believe we have complied with all of the requests for additional information and documentation, including the request that we compile all of the information in a single document for the ease of use. I request that the Board adopt a formal resolution approving the use of the new pesticides listed in Tables 1a, 1b and Table 2 of the ETS November 7, 2022 Risk Assessment on the Pound Ridge Golf Course.

We provided an electronic copy of this Report to Pitingaro & Doetsch yesterday under separate cover and are submitting electronic and hard copies to the Planning Board for its records, as well.

Hon. Kevin Hansan, Supervisor
and Members of the Town Board
November 9, 2022
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If you have any questions, please contact me. Thank you for your cooperation with this matter.

Respectfully yours,

Hocherman Tortorella & Wekstein, LLP

By: 
Geraldine N. Tortorella

GNT:hc
Enclosure

cc: *Via Electronic Mail (with enclosure)*
Jason A. Pitingaro, P.E.
Les Maron, Esq., Deputy Supervisor
William P. Harrington, Esq.
John J. Loveless, Esq.
Town of Pound Ridge Planning Board (cdur@townofpoundridge.com)
Mr. James Perry, Building Inspector
Joseph P. Eriole, Esq.
Mr. Darren Wang
Stuart Cohen, Ph.D., CGWP
Mr. Steve McDonald
Mr. Branko Zdravkoski
John Benvegna, PG(NY), CPG



January 10, 2023

Supervisor Kevin Hansan
& Members of the Board
Town of Pound Ridge
179 Westchester Avenue
Pound Ridge, NY 10576

Subject: Pound Ridge Golf Club – 18 High Ridge Road, Block 9316-18.9

Dear Supervisor Hansan & Members of the Board:

Our office has reviewed the revised Risk Evaluation of New Pesticides prepared by Environmental & Turf Services, Inc., last revised November 7, 2022, and other supporting materials submitted. The report evaluates the 15 proposed new pesticides using the Environmental Impact Quotient (EIQ) formula for assessing pesticide risk. The EIQ risk evaluation method, developed by the New York State Integrated Pest Management Program, is generally accepted in the State of New York. Of the 15 chemicals, 14 were found to be “very low risk,” and 1 was found to be “low risk.”

Our office had requested that the applicant provide an updated report to include both the proposed pesticides to be used and previously approved pesticides to be discontinued. We had also requested that the report provide supplemental materials, including but not limited to Material Safety Data Sheets (MSDS) for each new pesticide and mapping demonstrating any areas on which the application of certain proposed chemicals is restricted. These materials have been provided.

Our comments have been satisfied, and our office accepts the findings of the Risk Evaluation.

Very truly yours,

Jason A. Pitingaro, PE
President

JAP/km

cc: Gerri Tortorella, Esq. (for the applicant)

MEMORANDUM

To: Town Board
From: Erin Trostle
Cc: Terri Pike, Jonah Maddock
Date: January 5, 2023
Re: Materials and Maintenance for Business District Flower Baskets

Once again this year, Terri Pike of the Pound Ridge Partnership’s Beautification Committee has done a tremendous amount of research regarding flower basket materials and maintenance for the business district. I have confirmed the following quotes for materials for seventy-two baskets:

<u>Vendor</u>	<u>Basket type</u>	<u>Price per basket</u>	<u>Total cost</u>
Valley View Greenhouses	reused	\$42.50	\$3,060.00
Copia Home & Garden	reused	\$43.50	\$3,132.00
Pound Ridge Nursery	new	\$50.00	\$3,600.00
Valley View Greenhouses	new	\$52.50	\$3,780.00

Per the procurement specifications approved at last week’s Organizational Meeting, purchases between \$1,000. And \$5,000.00 require only an oral RFP and requests for quotes from two vendors. Thus, **I respectfully request that you approve the purchase of flower baskets for the Business District from Valley View Greenhouses at a total price not to exceed \$3,200.00.**

I have also confirmed the following quotes for daily watering of Business District flower baskets for the 2023 season (twenty weeks):

<u>Vendor</u>	<u>Quote</u>
Pound Ridge Nursery	\$21,500.00
Luppino Landscaping	\$22,400.00

Please note that although Pound Ridge Nursery initially supplied an annual quote that would apply for three seasons, 2023-2025, I have confirmed that the same rate would still apply for the 2023 season alone, without any requirement that the town commit to continue the contract beyond this year. Copia declined to bid on maintenance, but that is not an issue, since the procurement guidelines for contracts between \$15,000 and \$35,000 require only three *requests* for quotes (not three submitted quotes). **I respectfully request that you award the contract for flower basket maintenance to Pound Ridge Nursery at a cost of \$21,400.00.**

Finally, I would like to ask for guidance regarding solicitation of quotes for flower basket materials and maintenance in the future. As Terri has noted, it is important to order flower baskets some months in advance (ideally in the fall) to ensure that appropriate materials are available and that the plants have time to mature. It also seems advisable to move up the timetable for presenting quotes to the board so that this will happen in the fall, before the budget is finalized. Pending your recommendation, I would like to plan to seek quotes for Business District flower basket materials and maintenance in the fall of 2023 for the 2024 season.

I hope we can continue to collaborate with Terri and the rest of the Partnership Beautification Committee in this process. Seeking their advice regarding optimal materials and best practices for maintenance seems like the best way to ensure that the Business District will look its best all summer long.

ET



December 19, 2022
Town Board
Town of Pound Ridge

On behalf of the Beautification Committee of the Pound Ridge Partnership, I am following up regarding the proposals for 2023 I have sought for Hanging Flower baskets for the streetlights of the Business District. (Please note the original letter attached from October 2022). Would you please include the purchase of the Hanging Flower Baskets on the January 10, 2023, Town Board agenda. It is important to note that the ordering of the flowers for the baskets is time sensitive, so that the plants have time to grow into the full baskets we desire, as well as so that we can source the desired types of flowers.

In the course of seeking the proposals, I have refined our focus to the sustainability option, re-using the baskets from 2022. Although the savings is not great, the effort to store the wire baskets purchased for 22 and have the source add new soil, moss and plants is responsible.

My first choice for the source for the purchase of the flowers for the Hanging Baskets would be Valley View Wholesale Greenhouses, both for quality and sustainability reasons. Valley View Wholesale Greenhouses has been highly successful with municipal hanging baskets. I verified that Valley View does Wilton's baskets as well as Ridgefield's, which are outstanding. Also, if they get the order, Valley View has the ability to store the baskets we took down from 2022 and will be able to fill them with new soil, moss and plants. They have several clients who do so. Of the two proposals they submitted, I recommend we choose the "sustainable" option for \$3060 that is based on re-using the wire baskets. Copia Home and Garden would be the second choice because Jenn Copia offered to help us fill the ones from 2022 but not on their premises and Copia has a greater residential than municipal focus with hanging flower baskets. Pound Ridge Nursery does not have the capability of reusing and refilling baskets, so the proposal they submitted was for new wire baskets (See attachments with proposals from Pound Ridge Nursery, Copia and Valley View.)

Also, I request The Town of Pound Ridge put out to bid for the watering of the Hanging Baskets, for 22 weeks, beginning the week of May 29 and ending the first week of October, for a total of 22 weeks of daily watering. (See attachments for proposals from Luppino Landscape and Pound Ridge Nursery.) Please note that Pound Ridge Nursery did an excellent job last year, with their own truck, equipment and water source. Thus, they would be my first choice.

Terri Pike
Beautification Committee



October 12, 2022

Dear Members of the Pound Ridge Town Board:

In light of the recent commendations from “America in Bloom,” we see the value placed on Beautification. The report compared our hanging baskets to “pearls.” In the past year we have continued to learn what we can improve, in terms of trailing vines and vibrant colors, in particular. We were extremely pleased that the watering plan we had in place for 2022 was successful, despite the extreme heat of July and August.

Thus, the Pound Ridge Partnership requests to have your consideration for funding of the purchase and care of the Hanging Flower Baskets on the Streetlights in the Business District for 2023, with a possible 3–5-year commitment. I have reached out to the following for bids.

Watering and feeling of the Baskets is the greater expense. The Pound Ridge Nursery and Anthony Luppino Landscape have submitted bids for the same criteria as in 2022: daily watering from mid-May to the beginning of October. Copia denied submitting because of manpower limitations. (See attachments for details)

Pound Ridge Nursery: \$21,500

Anthony Luppino Landscape Company: \$22,400

Terri Pike
Beautification Committee

Pound Ridge Partnership Hanging Flower Baskets Beautification Budget Proposal for 2023



Name of Nursery	Price per basket reusing metal frame from 2022	Total price for 72 baskets
Copia	43.50 each	\$3,132
Valley View	\$42.50 each	
Name of Nursery	NOT reusing metal frame- totally new (not Sustainable options)	
Pound Ridge Nursery	\$50 each	\$3,700 or \$3600 for 72
Valley View	\$52.50 each	\$3,895

Comments: Copia would help PRP transfer from black pots to the basket frames being stored. Concern: Less quality control .

Pound Ridge I Note error 74 vs 72 Pound Ridge Nursery does not have capability to do sustainable option because baskets grown offsite and delivered.

PREFERENCE; Valley View has proven expertise in Municipal Hanging Flower Baskets. Wilton and Ridgefield are excellent examples of their work.
They have worked with many clients in reusing wire baskets.

From: Jennifer Cipriano <jenn@copiahomeandgarden.com>
Subject: Hanging Basket Proposal
Date: November 2, 2022 at 3:26:13 PM EDT
To: "terripike@poundridgepartnership.org" <terripike@poundridgepartnership.org>

Hello, Terri.

We would like to propose the following for the 72 16" baskets for the Town of Pound Ridge, 2023:

72 16" Plastic basket, including Bidens 'Goldilocks Rocks,' Supertunia 'Mini Vista,' Superbena 'Stormburst,' and Thunbergia (Black-eyed Susan Vine)

We will then assist with transferring these to the moss baskets you saved from this year if you so choose.

Cost each: \$43.50 each Total \$3132

Thank you for your patience for the bid!
Warm regards,
Jenn

Jennifer Cipriano
Copia Home and Garden
475 Smith Ridge Road
South Salem, NY 10590
(914)533-7242
cell (516)974-8630
jenn@copiahomeandgarden.com

Quote expires
November 3, 2022 12:00 am



Valley View Wholesale Greenhouses
229 Smith Ridge Road
South Salem, NY 10590
PH:914-533-2526 / FAX:914-533-2050

Estimate #: Q-101701
Ticket date: 11/2/22

Customer PO#:

Sold to: TOWN OF POUND RIDGE
179 WESTCHESTER AVENUE
POUND RIDGE, NY 10576

Ship to:

Customer #: TOW2
Sales Rep:

Ship date: 05/17/2023
Location: VV

Ship-via code: COD
Terms:

QTY	QTY SHIP	Item #	Description	Price	Ext prc
72	72	MOSSMED	16" MOSS HANGING BASKET - SPECIAL ORDER price includes moss liner, wire basket, chain hanger, soil, & plants	52.50	3,780.00
1	1	FREIGHT	FREIGHT/DELIVERY	115.00	115.00

We have not received the baskets on site yet. The prices listed here should be accurate, assuming there are no fuel surcharges to us.

Ord subtotal: 3,895.00
Order tax: 0.00
Order total: 3,895.00

Received By: _____

Date: _____

No Returns or exchanges, Please Check Receipt before Departing
All claims for damages and/or deficiencies must be made upon delivery/pickup
All claims of price discrepancies must be made within one business day of delivery/pickup

** We give no warranty, expressed or implied as to the life, description or quality of any nursery stock, plants or hardgood products that we sell**

No returns, exchanges, guarantees, please check your receipt before departing.
All claims for damages and/or deficiencies must be made upon delivery/pickup. All
claims of price discrepancies must be made within one business day of delivery

**We give no warranty, expressed or implied as to the life, description or
quality of any nursery stock, plants or hard good products that we sell**



Quote expires
November 3, 2022 12:00 am



Valley View Wholesale Greenhouses
229 Smith Ridge Road
South Salem, NY 10590
PH:914-533-2526 / FAX:914-533-2050

Estimate #: Q-101703
Ticket date: 11/2/22

Customer PO#:

Sold to: TOWN OF POUND RIDGE
179 WESTCHESTER AVENUE
POUND RIDGE, NY 10576

Ship to:

Customer #: TOW2
Sales Rep: DH

Ship date:
Location: VV

Ship-via code: COD
Terms:

QTY	QTY SHIP	Item #	Description	Price	Ext prc
72	72	MOSSMED	16" MOSS HANGING BASKET - SPECIAL ORDER price includes moss liner, chain hanger, soil, & plants (no wire basket)	42.50	3,060.00
1	1	FREIGHT	FREIGHT/DELIVERY	115.00	115.00

We have not received the baskets on site yet. The prices listed here should be accurate, assuming there are no fuel surcharges to us.

Ord subtotal: 3,175.00
Order tax: 0.00
Order total: 3,175.00

Received By: _____ Date: _____

No Returns or exchanges, Please Check Receipt before Departing
All claims for damages and/or deficiencies must be made upon delivery/pickup
All claims of price discrepancies must be made within one business day of delivery/pickup
** We give no warranty, expressed or implied as to the life, description or quality of any nursery stock, plants or hardgood products that we sell**
No returns, exchanges, guarantees, please check your receipt before departing.
All claims for damages and/or deficiencies must be made upon delivery/pickup.All
claims of price discrepancies must be made within one business day of delivery
**We give no warranty, expressed or implied as to the life, description or
quality of any nursery stock, plants or hard good products that we sell**





6 Pound Ridge Road, Pound Ridge, NY 10576

Westchester County License #WC-29470-H17
CT DCP Registration No.: HIC.0648047
Tel: (914) 764 - 5781
Fax: (914) 764 - 5376
www.poundridgenursery.com

PROPOSAL

October 6, 2022

WORK TO BE COMPLETED FOR:

The Town of Pound Ridge
179 Westchester Ave.
Pound Ridge, NY 10576

Proposed Services for the 2023 Season:

Pound Ridge Nursery & Garden Center, Inc. (“Contractor”) will furnish the following plant material:

- Seventy- four (74) 16” Moss Baskets consisting of the following annual plant material:
 - 3x Petunia - Blue Veined
 - 3x Calibrachoa – Strawberry Punch
 - 3x Calibrachoa – Grape Punch
 - 3x Scaveola – White
 - 3x Thunbergia – Black Eyed Susan Vine (yellow)

Total Cost: \$3,700.00

Work Schedule:

Approximate Delivery date: May 17 - May 22, 2023

Please note that the above dates are subject to and contingent upon weather conditions, availability of materials and supplies, change orders, strikes, accidents, fire, tornado or other natural hazards, soil conditions or natural conditions not specified herein and beyond the knowledge of the Contractor, or any other delays beyond the control of the Contractor.

Payment Schedule:

Payment is due in full upon receipt of invoice. All payments are due in the form of either a Bank Check or a Personal Check made out to “Pound Ridge Nursery & Garden Center, Inc.”. Credit Card payments are not allowed as a form of payment for special orders or plant materials of any kind.

Exclusions from Total Cost:

****The following contract exclusions will be charged accordingly if required:**

1. Change in scope of plant material and quantities being ordered.
2. Cancellation of order - Pound Ridge Nursery & Garden Center, Inc. must be notified in writing (email is acceptable) at least sixty (60) days before date of delivery if order is to be cancelled. Failure to notify Pound Ridge Nursery & Garden Center, Inc. will result in a restocking charge equivalent to fifty (50) percent of total material cost.

STANDARD TERMS AND CONDITIONS

1. **AGREEMENT** – This Agreement between Pound Ridge Nursery & Garden Center, Inc. (“Pound Ridge”) and the Client identified herein, consisting of the Proposal to which these Standard Terms and Conditions (“Terms”) are annexed, constitutes the entire understanding between the parties with respect to the services described in the Proposal (“Services”). Any waiver modification or amendment of this Agreement shall be effective only if in writing and signed by an authorized representative of Pound Ridge. If any portion of this Agreement is held invalid or unenforceable, any remaining portion shall continue in full force and effect. Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than Client or Pound Ridge.

2. **TERMINATION** – Pound Ridge may terminate this Agreement for nonpayment by giving Client five (5) days’ written notice and opportunity to cure. Either party may terminate this Agreement for material breach following ten (10) days’ written notice and opportunity to cure. Termination of this Agreement for any reason shall not affect or minimize the respective rights, obligations and limitations of liability contained herein. The construction, interpretation and performance of this Agreement and all transactions relating thereto, shall be governed by the laws of the State of New York.

3. **CHANGES** – This Agreement may be modified only with the mutual consent of both parties. All changes must be made in writing and must be signed by the Client and Pound Ridge. Pound Ridge shall be entitled to additional compensation for work in the event that Pound Ridge experiences any increases in costs due to changes in the Services, or for additional work requested by Client, or changes in the manner or method of the Services, due to changes in schedule or circumstances not solely caused by Pound Ridge, or due to unknown Site conditions. Pound Ridge shall be compensated for all such additional work either (1) as previously agreed in writing by the parties; or (2) on a time and materials basis in accordance with Pound Ridge’s then current standard rates.

4. **ACCESS** - Client grants or shall obtain for Pound Ridge and its subcontractors, authority to enter the property upon which Pound Ridge’s Services are to be performed (“Site”), at Client’s sole expense.

5. **CLIENT INFORMATION** – Client must provide Pound Ridge with all available information pertinent to the project including, without limitation, surveys, wetlands studies and utility locations, and/or any other information necessary to complete the Services. Client understands that Pound Ridge is relying upon the completeness and accuracy of information supplied to it by Client in connection with the Services without independent verification. Client agrees to advise Pound Ridge of the existence of any hazardous substances, wastes or conditions affecting the Site or the Services.

6. **INSURANCE COVERAGE** – For purposes of performing the Services, Pound Ridge shall maintain Workers Compensation insurance in accordance with requirements of the state in which the Services are being performed, Commercial General Liability insurance with a combined single limit of \$1,000,000 per occurrence and \$2,000,000 in the aggregate for bodily injury and property damage, Automobile Liability insurance including owned and hired vehicles with a combined single limit of \$1,000,000 per occurrence for bodily injury and property damage.

7. **INDEMNITY BY POUND RIDGE** – Pound Ridge shall indemnify, defend and hold harmless Client against claims, demands and causes of action of third parties (including reasonable attorneys’ fees and costs of defense) for personal injury, disease or death, and damage of property arising during the performance of the Services to the extent caused by the negligence or willful misconduct of Pound Ridge. Pound Ridge’s aggregate liability under the above indemnity shall not exceed the recoveries under the types and limits of insurance set forth in these Terms.
8. **REMEDIES** – Neither party, nor their parent, affiliate or subsidiary, nor the officers, directors, agents, employees or contractors of any of the foregoing, shall be liable to the other in any action or claim for incidental, indirect, special, collateral, consequential, exemplary or punitive damages arising out of or related to the Services, including without limitation, loss of profits, loss of opportunity, loss of production, or loss of use. Any protection or limitation against liability for any losses or damages afforded any individual or entity by these General Conditions shall apply whether the action in which recovery of damages is sought is based upon contract, tort (including, to the greatest extent permitted by law the sole, concurrent or other negligence, whether active or passive, and strict liability of any protected individual or entity), statute or otherwise. To the extent permitted by law, any statutory remedies inconsistent with these terms are waived.

9. **ENVIRONMENTAL CONDITIONS** – Client shall provide (or cause the Site owner to provide) Pound Ridge with the identity and location of all subsurface facilities and obstructions on the Site. Client agrees to waive any claims against Pound Ridge and to indemnify, defend and hold Pound Ridge harmless from any claims, demands or causes of action for damages to subsurface facilities or obstructions that are not accurately identified or located by Client or others. Client assumes responsibility for air, subsurface and/or ground pollution and environmental impairment from toxic substances or hazardous materials existing at the Site and shall indemnify and defend Pound Ridge from any claims, demands and causes of action of third parties related thereto, except where such claims, demands and causes of action are caused by the sole negligence or willful misconduct of Pound Ridge.
10. **PERMITS** – Client shall be solely responsible for obtaining all permits and authorizations necessary to allow Pound Ridge to perform the Services.
11. **INDEPENDENT CONTRACTOR** – All of Pound Ridge’s Services will be performed as an independent contractor.
12. **SUBCONTRACTORS** – POUND RIDGE may use one or more subcontractors, as necessary, to perform the Services or otherwise assign this Agreement without any further authorization from Client. Pound Ridge shall require of its subcontractors the same types and limits of insurance and indemnifications as required in these Terms.
13. **FORCE MAJEURE** – Pound Ridge shall have no liability for any failure to perform or delay in performance of the Services caused by circumstances beyond its reasonable control including, but not limited to, strikes, riots, wars, floods, fires, explosion, acts of nature, acts of government, labor disturbances, delays in transportation or inability to obtain material or equipment.
14. **PLANT WARRANTY** - All newly installed plant material will be guaranteed for one (1) year as of date of installation (less any animal damage of any kind, fungal or insect infestations (such as Boxwood blight, black spot, Aphids, etc., or acts of vandalism or negligence by others). This warranty does not apply to perennials, grasses, annuals, or sod/seed lawns. Relocated plant material and discounted plant material carries no warranty or guarantees.
15. **LIMITATION OF LIABILITY** – Except as provided in these Terms and to the greatest extent permitted by law, Client agrees that Pound Ridge’s aggregate liability to Client and others for any and all injuries, claims, demands, losses, expenses or damages, of whatever kind or character, arising out of or in any way related to the Services, shall be to the greater of the total amount of compensation received by Pound Ridge hereunder or the amount recovered from any and all sources of insurance and other third parties. The parties agree that in any dispute arising out of the Services, they will make a good faith effort to resolve the matter without litigation. Pending the outcome of such dispute resolution, both parties shall take immediate steps to mitigate any damages. Until such time as the dispute is resolved, Hudson reserves the right to suspend its Services and to notify Client of such in a timely manner.
16. **INVOICING AND PAYMENT** – If the Proposal does not include payment terms, then invoices will be issued periodically. Copies of supporting documentation will be provided upon Client’s request. Payments are due at the address appearing on the invoice within ten (10) days of each invoice date and Pound Ridge shall be entitled to apply a service fee of 1.5% per month (which equates to 18% per year) to balances beyond 30 days and to collect any fees and costs associated with collection of unpaid balances, including but not limited to reasonable attorneys’ fees and costs. If there is a disputed amount on an invoice, Client agrees to pay all undisputed amounts in the ten (10) day period. Any outstanding balance greater than sixty (60) days shall void any and all express warranties or guarantees (the parties acknowledging that there are no warranties or guaranteed implied in these Terms or the Proposal).
17. **ESTIMATE OF COSTS AND SCHEDULES** – If the Proposal contains an estimate of costs or schedule, same are for Client’s budget and planning assistance only. Cost and schedule estimates are based on Pound Ridge’s best judgment of the requirements known at the time of the Proposal and can be influenced favorably or adversely by Client needs, Site conditions, and other circumstances. Pound Ridge will endeavor to perform the Services and accomplish the objectives within the estimated costs and schedule, but in no event shall Pound Ridge’s estimate be interpreted as a not-to-exceed or fixed price.

18. **NEW YORK MECHANIC'S LIENS: FOR WORK PERFORMED IN THE STATE OF NEW YORK ONLY:** ANY CONTRACTOR, SUBCONTRACTOR, OR MATERIAL SUPPLIER WHO PROVIDES HOME IMPROVEMENT GOODS OR SERVICES PURSUANT TO YOUR HOME IMPROVEMENT CONTRACT AND WHO IS NOT PAID MAY HAVE A VALID LEGAL CLAIM AGAINST YOUR PROPERTY KNOWN AS A MECHANIC'S LIEN. ANY MECHANIC'S LIEN FILED AGAINST YOUR PROPERTY MAY BE DISCHARGED. PAYMENT OF THE AGREED-UPON PRICE UNDER THE HOME IMPROVEMENT CONTRACT PRIOR TO FILING OF A MECHANIC'S LIEN MAY INVALIDATE SUCH LIEN. THE OWNER MAY CONTACT AN ATTORNEY TO DETERMINE HIS OR HER RIGHTS TO DISCHARGE A MECHANIC'S LIEN.

19. **NEW YORK LIEN LAW: FOR WORK PERFORMED IN THE STATE OF NEW YORK ONLY:** HUDSON IS LEGALLY REQUIRED TO DEPOSIT ALL PAYMENTS RECEIVED PRIOR TO COMPLETION IN ACCORDANCE WITH SECTION 71-A (4) OF THE LIEN LAW OF THE STATE OF NEW YORK AND THAT, IN LIEU OF SUCH DEPOSIT, CONTRACTOR MAY POST A BOND, CONTRACT OF INDEMNITY OR IRREVOCABLE LETTER OF CREDIT WITH CLIENT GUARANTEEING THE RETURN OR PROPER APPLICATION OF SUCH PAYMENTS TO THE PURPOSES HEREOF.

John A. Gualtiere
John Gualtiere
President – Pound Ridge Nursery & Garden Center, Inc.

Agent for: Town of Pound Ridge, NY

Date

Luppino Landscaping Corp.
11 Tatomuck Road
Pound Ridge, NY 10576
Phone: (914) 764-9333 Fax: (914) 764-8046
Email: LuppinoLandscape@aol.com

Proposal

October 6, 2022

Town of Pound
Pound Ridge, New York

Pound Ridge Partnership

- Water daily, weed all flower pots in center of town approx. 37 lampposts (74 baskets)
- Apply necessary feed to all pots daily as needed

Labor: 2 men 2hrs @ \$40 per hour X 7 days per week
Maintenance Agreement May 15, 2023 thru October 1, 2023
Total of 20 weeks \$22,400.00

All water supply and feed to be supplied by Town of Pound Ridge

Anthony Luppino
Luppino Landscaping Corp



Westchester County License #WC-29470-H17
CT DCP Registration No.: HIC.0648047
Tel: (914) 764 – 5781 or (914) 923-9107
Fax: (914) 764 - 5376
www.poundridgenursery.com

PROPOSAL

October 6, 2022

WORK TO BE COMPLETED FOR:

The Town of Pound Ridge
179 Westchester Ave.
Pound Ridge NY 10576

Proposed Services for the 2023-2025 Seasons:

Pound Ridge Nursery & Garden Center, Inc. (“Contractor”) will provide the following Landscape Services:

Scope of work: “Landscape Services – Maintenance of Hanging Plants”

I. Daily / Weekly Maintenance of Hanging Plants

- Supply all labor to hand-water seventy-four (74) hanging plants which will be located on the thirty- seven (37) lamp posts located on Westchester Avenue
- Perform this service daily from mid-May through the end of September (approximately 20 weeks).
- All material will be inspected daily for health and vigor. Proper authorities will be notified if plant material needs extra care.
- All equipment and materials (fertilizer, water, etc.) will be supplied to contractor by municipality.

Total Cost: \$21,500.00

Please note “Exclusions from Total Cost” listed below.

Work Schedule:

Approximate/Estimated Start Date: **Mid-May 2023-2025**

Approximate/Estimated Completion Date: **September 30, 2023-2025**

Please note that the above dates are subject to and contingent upon weather conditions, availability of materials and supplies, change orders, strikes, accidents, fire, tornado or other natural hazards, soil conditions or natural conditions not specified herein and beyond the knowledge of the Contractor, or any other delays beyond the control of the Contractor.

Payment Terms:

Fixed Monthly Payments:

The total cost of services for the 2023 season will be **\$21,500.00** and divided into five (5) equal installments of **\$4,300.00** billed monthly.

The total cost of services for the 2024 season will be **\$22,150.00** and divided into five (5) equal installments of **\$4,430.00** billed monthly.

The total cost of services for the 2025 season will be **\$22,150.00** and divided into five (5) equal installments of **\$4,430.00** billed monthly.

Any additional work requested by the Proper Authorities will be invoiced separately on a time and material basis.

5 Installments of \$ 4,300.00 from May 1, 2023 through September 30, 2023

5 Installments of \$ 4,430.00 from May 1, 2024 through September 30, 2024

5 Installments of \$ 4,430.00 from May 1, 2025 through September 30, 2025

Exclusions from Total Cost:

****The following contract exclusions will be charged accordingly if required:**

1. Additional care (other than watering) or replacement of plant material
2. Price is subject to change if additional plant material is added to original scope proposed.
3. If services are required beyond the month of September, the Town of Pound Ridge will be charged additionally at the rate of \$60/man per hour, plus the cost any additional materials used to maintain hanging baskets

STANDARD TERMS AND CONDITIONS

1. **AGREEMENT** – This Agreement between Pound Ridge Nursery & Garden Center, Inc. (“Pound Ridge”) and the Client identified herein, consisting of the Proposal to which these Standard Terms and Conditions (“Terms”) are annexed, constitutes the entire understanding between the parties with respect to the services described in the Proposal (“Services”). Any waiver modification or amendment of this Agreement shall be effective only if in writing and signed by an authorized representative of Pound Ridge. If any portion of this Agreement is held invalid or unenforceable, any remaining portion shall continue in full force and effect. Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than Client or Pound Ridge.

2. **TERMINATION** – Pound Ridge may terminate this Agreement for nonpayment by giving Client five (5) days’ written notice and opportunity to cure. Either party may terminate this Agreement for material breach following ten (10) days’ written notice and opportunity to cure. Termination of this Agreement for any reason shall not affect or minimize the respective rights, obligations and limitations of liability contained herein. The construction, interpretation and performance of this Agreement and all transactions relating thereto, shall be governed by the laws of the State of New York.

3. **CHANGES** – This Agreement may be modified only with the mutual consent of both parties. All changes must be made in writing and must be signed by the Client and Pound Ridge. Pound Ridge shall be entitled to additional compensation for work in the event that Pound Ridge experiences any increases in costs due to changes in the Services, or for additional work requested by Client, or changes in the manner or method of the Services, due to changes in schedule or circumstances not solely caused by Pound Ridge, or due to unknown Site conditions. Pound Ridge shall be compensated for all such additional work either (1) as previously agreed in writing by the parties; or (2) on a time and materials basis in accordance with Pound Ridge’s then current standard rates.

4. **ACCESS** - Client grants or shall obtain for Pound Ridge and its subcontractors, authority to enter the property upon which Pound Ridge’s Services are to be performed (“Site”), at Client’s sole expense.

5. **CLIENT INFORMATION** – Client must provide Pound Ridge with all available information pertinent to the project including, without limitation, surveys, wetlands studies and utility locations, and/or any other information necessary to complete the Services. Client understands that Pound Ridge is relying upon the completeness and accuracy of information supplied to it by Client in connection with the Services without independent verification. Client agrees to advise Pound Ridge of the existence of any hazardous substances, wastes or conditions affecting the Site or the Services.


6. **INSURANCE COVERAGE** – For purposes of performing the Services, Pound Ridge shall maintain Workers Compensation insurance in accordance with requirements of the state in which the Services are being performed, Commercial General Liability insurance with a combined single limit of \$1,000,000 per occurrence and \$2,000,000 in the aggregate for bodily injury and property damage, Automobile Liability insurance including owned and hired vehicles with a combined single limit of \$1,000,000 per occurrence for bodily injury and property damage.

7. **INDEMNITY BY POUND RIDGE** – Pound Ridge shall indemnify, defend and hold harmless Client against claims, demands and causes of action of third parties (including reasonable attorneys’ fees and costs of defense) for personal injury, disease or death, and damage of property arising during the performance of the Services to the extent caused by the negligence or willful misconduct of Pound Ridge. Pound Ridge’s aggregate liability under the above indemnity shall not exceed the recoveries under the types and limits of insurance set forth in these Terms.
8. **REMEDIES** – Neither party, nor their parent, affiliate or subsidiary, nor the officers, directors, agents, employees or contractors of any of the foregoing, shall be liable to the other in any action or claim for incidental, indirect, special, collateral, consequential, exemplary or punitive damages arising out of or related to the Services, including without limitation, loss of profits, loss of opportunity, loss of production, or loss of use. Any protection or limitation against liability for any losses or damages afforded any individual or entity by these General Conditions shall apply whether the action in which recovery of damages is sought is based upon contract, tort (including, to the greatest extent permitted by law the sole, concurrent or other negligence, whether active or passive, and strict liability of any protected individual or entity), statute or otherwise. To the extent permitted by law, any statutory remedies inconsistent with these terms are waived.

9. **ENVIRONMENTAL CONDITIONS** – Client shall provide (or cause the Site owner to provide) Pound Ridge with the identity and location of all subsurface facilities and obstructions on the Site. Client agrees to waive any claims against Pound Ridge and to indemnify, defend and hold Pound Ridge harmless from any claims, demands or causes of action for damages to subsurface facilities or obstructions that are not accurately identified or located by Client or others. Client assumes responsibility for air, subsurface and/or ground pollution and environmental impairment from toxic substances or hazardous materials existing at the Site and shall indemnify and defend Pound Ridge from any claims, demands and causes of action of third parties related thereto, except where such claims, demands and causes of action are caused by the sole negligence or willful misconduct of Pound Ridge.
10. **PERMITS** – Client shall be solely responsible for obtaining all permits and authorizations necessary to allow Pound Ridge to perform the Services.
11. **INDEPENDENT CONTRACTOR** – All of Pound Ridge’s Services will be performed as an independent contractor.
12. **SUBCONTRACTORS** – POUND RIDGE may use one or more subcontractors, as necessary, to perform the Services or otherwise assign this Agreement without any further authorization from Client. Pound Ridge shall require of its subcontractors the same types and limits of insurance and indemnifications as required in these Terms.
13. **FORCE MAJEURE** – Pound Ridge shall have no liability for any failure to perform or delay in performance of the Services caused by circumstances beyond its reasonable control including, but not limited to, strikes, riots, wars, floods, fires, explosion, acts of nature, acts of government, labor disturbances, delays in transportation or inability to obtain material or equipment.
14. **PLANT WARRANTY** - All newly installed plant material will be guaranteed for one (1) year as of date of installation (less any animal damage of any kind, fungal or insect infestations (such as Boxwood blight, black spot, Aphids, etc., or acts of vandalism or negligence by others). This warranty does not apply to perennials, grasses, annuals, or sod/seed lawns. Relocated plant material and discounted plant material carries no warranty or guarantees.
15. **LIMITATION OF LIABILITY** – Except as provided in these Terms and to the greatest extent permitted by law, Client agrees that Pound Ridge’s aggregate liability to Client and others for any and all injuries, claims, demands, losses, expenses or damages, of whatever kind or character, arising out of or in any way related to the Services, shall be to the greater of the total amount of compensation received by Pound Ridge hereunder or the amount recovered from any and all sources of insurance and other third parties. The parties agree that in any dispute arising out of the Services, they will make a good faith effort to resolve the matter without litigation. Pending the outcome of such dispute resolution, both parties shall take immediate steps to mitigate any damages. Until such time as the dispute is resolved, Hudson reserves the right to suspend its Services and to notify Client of such in a timely manner.
16. **INVOICING AND PAYMENT** – If the Proposal does not include payment terms, then invoices will be issued periodically. Copies of supporting documentation will be provided upon Client’s request. Payments are due at the address appearing on the invoice within ten (10) days of each invoice date and Pound Ridge shall be entitled to apply a service fee of 1.5% per month (which equates to 18% per year) to balances beyond 30 days and to collect any fees and costs associated with collection of unpaid balances, including but not limited to reasonable attorneys’ fees and costs. If there is a disputed amount on an invoice, Client agrees to pay all undisputed amounts in the ten (10) day period. Any outstanding balance greater than sixty (60) days shall void any and all express warranties or guarantees (the parties acknowledging that there are no warranties or guaranteed implied in these Terms or the Proposal).
17. **ESTIMATE OF COSTS AND SCHEDULES** – If the Proposal contains an estimate of costs or schedule, same are for Client’s budget and planning assistance only. Cost and schedule estimates are based on Pound Ridge’s best judgment of the requirements known at the time of the Proposal and can be influenced favorably or adversely by Client needs, Site conditions, and other circumstances. Pound Ridge will endeavor to perform the Services and accomplish the objectives within the estimated costs and schedule, but in no event shall Pound Ridge’s estimate be interpreted as a not-to-exceed or fixed price.

18. **NEW YORK MECHANIC'S LIENS: FOR WORK PERFORMED IN THE STATE OF NEW YORK ONLY:** ANY CONTRACTOR, SUBCONTRACTOR, OR MATERIAL SUPPLIER WHO PROVIDES HOME IMPROVEMENT GOODS OR SERVICES PURSUANT TO YOUR HOME IMPROVEMENT CONTRACT AND WHO IS NOT PAID MAY HAVE A VALID LEGAL CLAIM AGAINST YOUR PROPERTY KNOWN AS A MECHANIC'S LIEN. ANY MECHANIC'S LIEN FILED AGAINST YOUR PROPERTY MAY BE DISCHARGED. PAYMENT OF THE AGREED-UPON PRICE UNDER THE HOME IMPROVEMENT CONTRACT PRIOR TO FILING OF A MECHANIC'S LIEN MAY INVALIDATE SUCH LIEN. THE OWNER MAY CONTACT AN ATTORNEY TO DETERMINE HIS OR HER RIGHTS TO DISCHARGE A MECHANIC'S LIEN.

19. **NEW YORK LIEN LAW: FOR WORK PERFORMED IN THE STATE OF NEW YORK ONLY:** HUDSON IS LEGALLY REQUIRED TO DEPOSIT ALL PAYMENTS RECEIVED PRIOR TO COMPLETION IN ACCORDANCE WITH SECTION 71-A(4) OF THE LIEN LAW OF THE STATE OF NEW YORK AND THAT, IN LIEU OF SUCH DEPOSIT, CONTRACTOR MAY POST A BOND, CONTRACT OF INDEMNITY OR IRREVOCABLE LETTER OF CREDIT WITH CLIENT GUARANTEEING THE RETURN OR PROPER APPLICATION OF SUCH PAYMENTS TO THE PURPOSES HEREOF.



John Gualtiere
President – Pound Ridge Nursery & Garden Center, Inc.

Agent for: Town of Pound Ridge, NY

Date

MEMORANDUM

To: Town Board
From: Erin Trostle
Cc: Jonah Maddock
Date: January 5, 2023
Re: Bid award for 2023-24 electrical services

A bid opening for electrical repairs, maintenance, and general services was held on January 3, 2023. The following bids were received:

<u>Vendor</u>	<u>Labor rates</u>	<u>Material markup</u>
NK Electric PO Box 171 Croton-on-Hudson, NY 10520	one worker: \$189 for first half hour \$130 for each additional hour or part thereof two workers: \$289/first hour \$220/ each additional hour	10%

<u>Vendor</u>	<u>Labor rates</u>	<u>Material markup</u>
Verde Electric 89 Edison Avenue Mount Vernon, NY 10550	Standard: \$220/worker/hour (Monday through Friday, 7:00 am-3:30pm) OT: \$260/worker/hour (nights and Saturdays) DT: \$376/worker/hour (Sundays and holidays)	20%

It's a little challenging to compare labor rates, but as the attached chart shows, Verde's labor rates are lower than NK Electric's only for calls lasting 30 minutes or less where a single worker is driving a van and not a pickup or other vehicle. (NK Electric does not bill for transportation.) For all calls longer than 30 minutes, Verde's rate would be higher – dramatically so for night and weekend calls. Higher material markup would further increase costs associated with Verde.

Thus, I respectfully recommend that you award the bid to NK Electric, especially since this vendor has performed satisfactory work for the town in the past.

ET

Electrical Services Bid Analysis

Conditions			Cost Comparison	
Time period	Duration of call	# of workers	NK Electric	Verde Electric
Standard	≤ 30 minutes	1	\$189	≤ \$110 + ≤ \$72.50 = ≤ \$182.50*
		2	\$289	\$220 + ≥ \$72.50 = ≥ \$292.50
	60 minutes	1	\$319	\$220 + ≥ \$145 = ≥ \$362
		2	\$509	\$440 + ≥ \$145 = ≥ \$585
	90 minutes	1	\$319	\$330 + ≥ \$212.50 = ≥ \$542.50
		2	\$509	\$660 + ≥ \$212.50 = ≥ \$872.50
	120 minutes	1	\$189 + \$260 = \$349	\$440 + ≥ \$290 = ≥ \$730
		2	\$289 + \$440 = \$729	\$880 + ≥ \$290 = ≥ \$1170
Overtime	any	any		
Double time	any	any		

*Only if vehicle used is a van



NK ELECTRIC LLC LICENSED ELECTRICAL CONTRACTOR

PO Box 171 | Croton-on-Hudson, New York 10520 | P 914.271.0222 F 914.271.0223 | nick@nk-electric.com

Statement of non-collusion by bidder

Pursuant to section 103-D General Municipal Law by submission of this bid or proposal, the bidder certifies that:

- (A) This bid or proposal has been independently arrived at without collusion with any other bidder or with any competitor or potential competitor;
- (B) This bid or proposal has not been knowingly disclosed, prior to the opening of bids or proposals for this project, to any other bidder, competitors or potential competitor;
- (C) No attempt has been made or will be made to induce any other person, partnership or corporation to submit or not submit a bid or proposal;
- (D) The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under penalties of perjury, affirms the truth thereof, such penalties being applicable to the bidder as well as to the person signing in it's behalf.

Date

12/7/2022
Print Name NICK KALYVAS
Authorized Signature [Signature]
Title OWNER / MEMBER
Company Name NK ELECTRIC LLC
Address 2055 ALBANY POST RD.
CROTON ON HUDSON, NY 10520
Business Phone # 914-271-0222
Fax # 914-271-0223
Tax I.D. # 26-3224288



NK ELECTRIC LLC LICENSED ELECTRICAL CONTRACTOR

PO Box 171 | Croton-on-Hudson, New York 10520 | P 914.271.0222 F 914.271.0223 | nick@nk-electric.com

12/7/2022

Town of Pound Ridge
179 Westchester Ave.
Pound Ridge, NY 10576
Attn: Erin Trostle, Town Clerk

Bid for electrical work including;
General electrical repairs, maintenance, and services
General well work repairs, maintenance, and services

Service calls – 1 man

\$189.00 first half hour

\$130.00 each additional hour or part there of

Jobbing / crew of 2-men

\$289.00 first hour

\$220.00 each additional hour or part there of

Material mark up 10%

STATEMENT OF NON-COLLUSION BY BIDDER

PURSUANT TO SECTION 103-D GENERAL MUNICIPAL LAW

BY SUBMISSION OF THIS BID OR PROPOSAL, THE BIDDER CERTIFIES THAT:

- (A) THIS BID OR PROPOSAL HAS BEEN INDEPENDENTLY ARRIVED AT WITHOUT COLLUSION WITH ANY OTHER BIDDER OR WITH ANY COMPETITOR OR POTENTIAL COMPETITOR:
- (B) THIS BID OR PROPOSAL HAS NOT BEEN KNOWINGLY DISCLOSED, PRIOR TO THE OPENING OF BIDS OR PROPOSALS FOR THIS PROJECT, TO ANY OTHER BIDDER, COMPETITOR OR POTENTIAL COMPETITOR:
- (C) NO ATTEMPT HAS BEEN OR WILL BE MADE TO INDUCE ANY OTHER PERSON, PARTNERSHIP OR CORPORATION TO SUBMIT OR NOT TO SUBMIT A BID OR PROPOSAL:
- (D) THE PERSON SIGNING THIS BID OR PROPOSAL CERTIFIES THAT HE HAS FULLY INFORMED HIMSELF REGARDING THE ACCURACY OF THE STATEMENTS CONTAINED IN THIS CERTIFICATION, AND UNDER THE PENALTIES OF PERJURY, AFFIRMS THE TRUTH THEREOF, SUCH PENALTIES BEING APPLICABLE TO THE BIDDER AS WELL AS TO THE PERSON SIGNING IN ITS BEHALF.

DATE: JAN. 2. 2023

AUTHORIZED SIGNATURE: 

TITLE: PRESIDENT

FIRM NAME: VELDE ELECTRIC MAINTENANCE CORP.

ADDRESS: 89 EDISON AVE.
MT. VERNON, NY. 10550



89 Edison Avenue • Mt. Vernon, New York 10550
Phone 914-664-7000 • Facsimile 914-668-7997

2023 Billing Rates

Pound Ridge Labor Rates

<u>REG.</u>	<u>OT</u>	<u>DT</u>
Weekdays 7am-3:30pm	3:30-7am Nights/Saturdays	Sunday/Holiday
\$220.00 per hour	\$260.00 per hour	\$376.00 per hour

Hourly Rate for Equipment

<u>Bucket</u>	<u>Pole Line Truck</u>	<u>Stake Body</u>	<u>Pickup</u>	<u>Van</u>
\$275.00	\$230.00	\$160.00	\$180.00	\$145.00

All material billed at cost + 20%



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/28/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Arthur J. Gallagher Risk Management Services, Inc. 30 Century Hill Drive Suite 200 Latham, NY 12110	CONTACT NAME: Julie Kaiser PHONE (A/C. No. Ext): 518-391-2233 E-MAIL ADDRESS: julie_kaiser@ajg.com		FAX (A/C. No): 518-869-3580													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Liberty Mutual Fire Insurance Company</td> <td>23035</td> </tr> <tr> <td>INSURER B : ShelterPoint Life Insurance Company</td> <td>81434</td> </tr> <tr> <td>INSURER C : AXIS Insurance Company</td> <td>37273</td> </tr> <tr> <td>INSURER D : Starr Indemnity & Liability Company</td> <td>38318</td> </tr> <tr> <td>INSURER E : Berkley Casualty Company</td> <td>15911</td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>			INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Liberty Mutual Fire Insurance Company	23035	INSURER B : ShelterPoint Life Insurance Company	81434	INSURER C : AXIS Insurance Company	37273	INSURER D : Starr Indemnity & Liability Company	38318	INSURER E : Berkley Casualty Company	15911	INSURER F :
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INSURED Verde Electric Maintenance Corp. 89 Edison Avenue Mount Vernon NY 10550	VERDELE-02															

COVERAGES

CERTIFICATE NUMBER: 1215131469


REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
C	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			P00100103842101	10/30/2022	10/30/2023	EACH OCCURRENCE	\$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$ 2,000,000
							GENERAL AGGREGATE	\$ 4,000,000
							PRODUCTS - COMP/OP AGG	\$ 4,000,000
								\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			AS2-611-B9N5H1-012	10/30/2022	10/30/2023	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
							Comp. / Coll. Ded.	\$ 5,000 / \$5,000
D	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			1000588039221 BCS880013210	10/30/2022 10/30/2022	10/30/2023 10/30/2023	EACH OCCURRENCE	\$ 10,000,000
							AGGREGATE	\$ 10,000,000
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below <input type="checkbox"/> N / A						PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
B	Disability			DBL296381	4/1/2022	4/1/2023	Statutory	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Evidence of Insurance

CERTIFICATE HOLDER**CANCELLATION**

Town of Pound Ridge 179 Westchester Avenue Pound Ridge, NY 10576	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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CERTIFICATE OF INSURANCE COVERAGE DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

PART 1. To be completed by Disability and Paid Family Leave Benefits Carrier or Licensed Insurance Agent of that Carrier

<p>1a. Legal Name & Address of Insured (use street address only) Verde Electric Maintenance Corp. 89 Edison Avenue Mount Vernon, NY 10550</p> <p><i>Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., Wrap-Up Policy)</i></p>	<p>1b. Business Telephone Number of Insured</p> <p>1c. Federal Employer Identification Number of Insured or Social Security Number 134009669</p>
<p>2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) Town of Pound Ridge 179 Westchester Avenue Pound Ridge,, NY 10576</p>	<p>3a. Name of Insurance Carrier ShelterPoint Life Insurance Company</p> <p>3b. Policy Number of Entity Listed in Box "1a" DBL296381</p> <p>3c. Policy effective period 04/01/2022 to 04/01/2023</p>

4. Policy provides the following benefits:

A. Both disability and paid family leave benefits.
 B. Disability benefits only.
 C. Paid family leave benefits only.

5. Policy covers:

A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law.
 B. Only the following class or classes of employer's employees:

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS Disability and/or Paid Family Leave Benefits insurance coverage as described above.

Date Signed 28/12/2022 By *[Signature]*
(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number 518-391-2233 Name and Title _____

IMPORTANT: If Boxes 4A and 5A are checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.

If Box 4B, 4C or 5B is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be mailed for completion to the Workers' Compensation Board, Plans Acceptance Unit, PO Box 5200, Binghamton, NY 13902-5200.

PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box 4C or 5B of Part 1 has been checked)

**State of New York
Workers' Compensation Board**

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law with respect to all of his/her employees.

Date Signed _____ By _____
(Signature of Authorized NYS Workers' Compensation Board Employee)

Telephone Number _____ Name and Title _____

Please Note: Only insurance carriers licensed to write NYS disability and paid family leave benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1. **Insurance brokers are NOT authorized to issue this form.**



CERTIFICATE OF WORKERS' COMPENSATION INSURANCE



SCAN TO VALIDATE
AND SUBSCRIBE

^ ^ ^ ^ ^ ^ ^ ^ 134009669
LOVELL SAFETY MGMT CO., LLC
110 WILLIAM STREET 12TH FLR
NEW YORK NY 10038

POLICYHOLDER VERDE ELECTRIC MAINTENANCE CORP 89 EDISON AVENUE MT VERNON NY 10550		CERTIFICATE HOLDER TOWN OF POUND RIDGE 179 WESTCHESTER AVENUE POUND RIDGE NY 10576	
POLICY NUMBER Z1362 166-9	CERTIFICATE NUMBER 655125	POLICY PERIOD 04/01/2022 TO 04/01/2023	DATE 12/28/2022

THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 1362 166-9, COVERING THE ENTIRE OBLIGATION OF THIS POLICYHOLDER FOR WORKERS' COMPENSATION UNDER THE NEW YORK WORKERS' COMPENSATION LAW WITH RESPECT TO ALL OPERATIONS IN THE STATE OF NEW YORK, EXCEPT AS INDICATED BELOW.

IF YOU WISH TO RECEIVE NOTIFICATIONS REGARDING SAID POLICY, INCLUDING ANY NOTIFICATION OF CANCELLATIONS, OR TO VALIDATE THIS CERTIFICATE, VISIT OUR WEBSITE AT [HTTPS://WWW.NYSIF.COM/CERT/CERTVAL.ASP](https://www.nysif.com/cert/certval.asp). THE NEW YORK STATE INSURANCE FUND IS NOT LIABLE IN THE EVENT OF FAILURE TO GIVE SUCH NOTIFICATIONS.

THIS CERTIFICATE DOES NOT APPLY TO THOSE JOB SITES WHICH ARE COVERED BY OTHER INSURANCE AND ARE SPECIFICALLY EXCLUDED BY ENDORSEMENT.

THE POLICY INCLUDES A WAIVER OF SUBROGATION ENDORSEMENT UNDER WHICH NYSIF AGREES TO WAIVE ITS RIGHT OF SUBROGATION TO BRING AN ACTION AGAINST THE CERTIFICATE HOLDER TO RECOVER AMOUNTS WE PAID IN WORKERS' COMPENSATION AND/OR MEDICAL BENEFITS TO OR ON BEHALF OF AN EMPLOYEE OF OUR INSURED IN THE EVENT THAT, PRIOR TO THE DATE OF THE ACCIDENT, THE CERTIFICATE HOLDER HAS ENTERED INTO A WRITTEN CONTRACT WITH OUR INSURED THAT REQUIRES THAT SUCH RIGHT OF SUBROGATION BE WAIVED.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS NOR INSURANCE COVERAGE UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY.

NEW YORK STATE INSURANCE FUND



DIRECTOR, INSURANCE FUND UNDERWRITING

VALIDATION NUMBER: 1055989628

Memo

To: Town Board
From: Drifa Segal
Date: 1/5/2023
Re: INCREASE RETURNED CHECK FEE FROM \$15 TO \$20

Respectfully requesting the Town Board authorize increasing the amount charged for the "Return of check for insufficient funds, lack of signature, closed account, etc" line item in the Town of Pound Ridge Fee Schedule (found under #9 MISCELLANEOUS) from \$15 to \$20.

Allison O'Rourke

31 Lower Trinity Pass Road
Pound Ridge, NY 10576
347-243-5959
allisonorourke81@gmail.com

To:
Ellen Grogan
Pound Ridge Town
Conservation Board Lead

Dear Ellen,

As per our conversation in December, I am requesting to become an Associate Member of the Conservation Board. My work schedule has presented significant time constraints and has impacted my ability to add value as a full time board member. I am however still interested in being an Associate member of the board and participating in meetings as well as joining volunteer events and subcommittees.

Thank you,

Allison O'Rourke

	Kevin	Les	Ali	Carla	Dan	Diane	Other
Boards & Commissions							
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		
Other							
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				