VILLAGE OF LARCHMONT
BOARD OF TRUSTEES
A G E N D A

REGULAR MEETING – Monday, September 23, 2024 – 7:30 PM

120 Larchmont Avenue, Larchmont, NY 10538

The Board will convene at 5:30 PM in a Work Session in Conference Room, 2nd Floor

1. Roll Call- Pledge of Allegiance

2. Mayor
   - Announcements
   - Appointments to Committees or Commissions
   - Oath of Office PD Ryan Smith

3. Presentation
   - Sustainable Westchester- Community Choice Aggregation

4. Police Chief
   - Report

5. Fire Chief
   - Report

6. Attorney
   - Report

7. Treasurer
   - Report

8. Trustees
   - Report

9. Administrator
   - Report

10. Resolutions
    - IMA w/ Westchester County Police Training Academy
    - Proposed Tax Certiorari Settlement w/ Larchmont Yacht Club 7/17/1; 7/18/500
    - Auth. Admin. execute License Agreement w/ Larchmont Corner LLC-Pocket Park
    - Set P.H. 10/21/24 Amend L.L. One Family Houses Subject to Flooding
    - Declaring Lead Agency pursuant to SEQR for Alma Field Rehabilitation Project
    - Award-Flint Park Alma Field Rehabilitation Project
    - Auth. Admin. to execute MOU with FFK
    - Adopt Anti-Harassment Policy and Complaint Procedure

    Resolutions set at previous Work Session
    - Approve Paid Outside of Bill Lists July-August 8/14/24
    - Approve List of Bills 8/14/2024
    - Approve cost of AEDs and enclosures for Flint Park and Lorenzen Park
    - Approve two larger trees from appropriate Village budget line as part of Fall 2024 Willow Park Planting Project
    - Authorize Admin. to execute amendment to opt-in to CCA at 100% level
    - Authorize Admin. to execute paving contract
    - Authorize Admin. to execute agreement with Harper Haines for water valve
    - Approve non-union salary adjustments as recommended
    - Approve temporary extra duty stipends

11. Hear those persons who wish to address the Board.

13. Approve minutes of meetings – 7/15
    Work Sessions- 7/15, 8/14, 9/9

13. Approval of Bills.

If you have a disability and require a reasonable accommodation to fully participate in this meeting, please contact the Village Clerk's office via email villageclerk@larchmontny.gov or telephone 914-834-6230 to discuss your accessibility needs."

All meetings are videotaped and shown regularly on LMC-TV,

Channel 76 (Cablevision) or Channel 35 (Verizon).

RESOLUTION RE: AUTHORIZATION TO EXECUTE AN INTERMUNICIPAL AGREEMENT WITH WESTCHESTER COUNTY FOR THE POLICE ACADEMY

WHEREAS, Westchester County has a Police Academy located in Valhalla, New York; and

WHEREAS, the Village of Larchmont Police Department desires to use the Police Academy for training of new officers; and

WHEREAS, Westchester County and the Village of Larchmont Police Department agree that the Police Department may utilize the Academy for the training of new officers; and

WHEREAS, Westchester County now desires to enter into agreement with the Village of Larchmont under the terms in the agreement that will commence upon execution and will be in full force and effect for five (5) years; and

WHEREAS, the Chief of Police has reviewed the proposed IMA and recommends that the Board of Trustees to approve the proposed agreement; and

WHEREAS, participation requires the execution of the attached Intermunicipal Agreement with the County of Westchester; now therefore be it

RESOLVED, that the Village Administrator is hereby authorized and directed to execute the Police Academy, Intermunicipal Agreement in substantially the same form as attached hereto; and be it further

RESOLVED, that the Village Administrator is authorized to undertake any administrative acts required under the terms of the agreement.

Submitted by: Village Administrator
Date: September 20, 2024
For: September 23, 2024

AGREEMENT made this day of , 2022 by and between:

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

and

_____ a municipal corporation of the State of New York having an office at _____
_____, New York _____
(hereinafter referred to as the "Municipality")

WHEREAS, the County's police training facility located in Valhalla, New York serves as the New York State Police Training Academy responsible for training officers throughout Zone 3, which includes Westchester and Putnam Counties; and

WHEREAS, under New York State Law a newly appointed police officer of any county, city, town, village or police district ("Police Officer") must satisfactorily complete an approved municipal police basic training program within 12 months of being hired and may also be required as part of ongoing training to take additional courses as part of their employment requirements, including seminars, conferences, exercises, drills or workshops at the County's police training facility as well as at any off–site location where such training takes place, (collectively, the "Police Academy"); and

WHEREAS, in order to comply with New York State Law, Police Officers from the County and other municipalities attend the Police Academy; and

WHEREAS, from time to time the Municipality will assign one or more of its police officers who are certified police instructors ("Instructor"), as part of his or her employment duties, to the Police Academy to provide instruction.

NOW, THEREFORE, in consideration of the terms and conditions herein contained, the parties agree as follows:

Section 1. The County and the Municipality agree that the County may utilize Instructors provided by the Municipality to teach Police Officers training courses, seminars, conferences, exercises, drills or workshops conducted at the police training facility located in Valhalla, NY as well as any off-site location where such training takes place (collectively, the "Police Academy"). Instructors must submit a lesson plan as well as a copy of any other presentation material to be used in conjunction with the lesson plan, excluding copyrighted material, to the Westchester County Commissioner of Public Safety, or his duly authorized designee (the "Commissioner"). Once approved, the Instructor shall teach in accordance with the approved lesson plan. Under no circumstances shall the Instructor cause any portion of any Police Academy training program to be audio or video recorded without the written consent of the Commissioner. During the period of time the Instructor is teaching at the Police Academy, the Instructor shall be under the control and direction of the Commissioner. Notwithstanding the foregoing, during the time that the Instructor is teaching at the Police Academy, in the event of a conflict because an Instructor is directed to act by both the Commissioner and the Municipality, the Commissioner's direction shall take priority.

Section 2. The Municipality agrees that the Instructor's status as an employee of the Municipality shall not be affected by this Agreement during the time that the Instructor is teaching at the Police Academy. The Municipality shall remain responsible for establishing the salary and benefits of the Instructor assigned to the Police Academy and for making all payments due the Instructor. Nothing contained herein shall be intended to create an employer/employee or agency relationship between the County and the Instructor or to confer on the Instructor any rights other than those that accrue to the Instructor as an employee of the Municipality.

Section 3. The Municipality agrees to cooperate with the County in coordinating and organizing the use by the County of the Instructors. In no event will the Municipality charge any indirect cost to the County for the administration or implementation of this Agreement.

Section 4. The County shall defend and indemnify the Municipality in connection with any action or proceeding brought by a party other than the County or the Instructor against

the Municipality, its officers, employees and/or elected officials, based on a claim or cause of action arising out of the Instructor's acts or omissions while acting within the scope of his or her duties as an Instructor at the Police Academy, provided that the Municipality shall (i) give the County prompt written notice of such action or proceeding, by delivering to the Westchester County Attorney ("County Attorney") the original or a copy of any summons, complaint, process, notice, demand, pleading or other communication regarding such claim, within five (5) days after the Municipality receives such document and prior to the entry of any default judgment; (ii) provide the County with a written request from the Municipality for defense and indemnification and (iii) give the County the full cooperation of both the Municipality and the Instructor in the defense of such action or proceeding and in defense of any action or proceeding against the County based upon the same act or omission. The duty to defend and indemnify shall not arise where injury or damage resulted from intentional wrongdoing or recklessness on the part of the Instructor. The County Attorney shall have full and complete discretion and control over the conduct of such defense.

The Municipality may, at any time, seek other representation and make an application for substitution of counsel of its choosing. In such event, the County shall have no further liability or responsibility to provide defense or indemnification for the Municipality pursuant to this Agreement.

If, in any action or proceeding where the Municipality and the County, its officers, employees or elected officials are named as co-defendants, facts shall be disclosed such that the interests of the Municipality and the County shall, in the sole opinion of the County Attorney, be adverse, then the County Attorney shall, upon written notice, decline or withdraw from representation of the Municipality. The written notice shall, to the extent practicable, set forth the reason for such conflict. In the event the County Attorney makes such a determination, then the County shall seek other representation, and make an application for substitution of counsel of the County's choosing, to defend the Municipality under this Agreement.

In no event shall the County's obligation to provide defense and indemnification pursuant to this paragraph be construed to include claims arising outside the scope of the Instructor's

teaching services or in connection with the Instructor's travel to and from the Police Academy to carry out such teaching services.

In no event shall the County have any obligation to the Municipality or its Instructor for any claim raised or benefits provided pursuant to New York General Municipal Law Section 207-c. Additionally, if an Instructor is injured during the time he or she is teaching at the Police Academy, it is understood that the Instructor, as an employee of the Municipality, would apply for coverage under the Municipality's workers compensation policy.

Section 5. Except as set forth in Section 4 above, the Municipality agrees:

(a) that except for the amount, if any, of damage contributed to, caused by, or resulting from the sole negligence of the County, the Municipality shall indemnify and hold harmless the County, its officers, employees, agents, and elected officials from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorney's fees or loss arising directly or indirectly out of the performance or failure to perform hereunder by the Municipality or third parties under the direction or control of the Municipality; and

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

(c) In the event the Municipality does not provide the above defense and indemnification to the County, and such refusal or denial to provide the above defense and indemnification is found to be in breach of this provision, then the Municipality shall reimburse the County's reasonable attorney's fees incurred in connection with the defense of any action, and in connection with enforcing this provision of the Agreement.

Section 6. This Agreement shall commence on March 21, 2022 and continue in full force and effect through March 20, 2027.

Section 7. This Agreement may be terminated by either party by giving written notice of the termination to the other party not less than thirty (30) days prior to the effective date of such termination.

Section 8. All notices of any nature referred to in this Agreement shall be in writing and either sent by registered or certified mail postage pre-paid, or sent by hand or overnight courier, or sent by facsimile (with acknowledgment received and a copy of the notice sent by overnight courier), to the respective addresses set forth below or to such other addresses as the respective parties hereto may designate in writing. Notice shall be effective on the date of receipt.

To the County:

Commissioner - Sheriff of Public Safety
1 Saw Mill River Parkway
Hawthorne, New York 10532

With a copy to:

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

To the Municipality:

_____
_____
_____

Section 9. The failure of either party to insist upon strict performance of any term, condition or covenant herein shall not be deemed a waiver of any rights or remedies that the party may have, and shall not be deemed a waiver of any subsequent breach or default in the terms, conditions or covenants herein.

Section 10. This Agreement shall not be enforceable until it has been approved by the Westchester County Board of Legislators and the Westchester County Board of Acquisition and Contract and the governing body of the Municipality and has been signed by both parties and approved by the Office of the County Attorney.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

THE COUNTY OF WESTCHESTER

By _____
Terrance Raynor
Commissioner-Sheriff of Public Safety

MUNICIPALITY

By _____
(Name and Title)

Approved by the Westchester County Board of Legislators by Act No on the day of , 2022.

Approved:

_____
Sr. Assistant County Attorney
County of Westchester
CARP\DPS\Police Instr IMA2022 CON125803

MUNICIPALITY'S ACKNOWLEDGEMENT

STATE OF NEW YORK)

) ss.:

COUNTY OF WESTCHESTER)

On this _____ day of _____, 20__, before me personally came _____, to me known, and known to me to be the _____ of _____ _____, the municipal corporation described in and which executed the within instrument, who being by me duly sworn did depose and say that he/she, the said _____ _____ resides at _____ and that he/she is the _____ of said municipal corporation.

_____

Notary Public County

CERTIFICATE OF AUTHORITY
(Municipality)

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

_____ of the _____
(Title) *(Name of Municipality)*

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

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

named in the foregoing agreement that _____ who signed said
(*Person executing agreement*)

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

the Municipality, that said agreement was duly signed for on behalf of said Municipality by

authority of its _____thereunto duly authorized,
(*Town Board, Village Board, City Council*)

and that such authority is in full force and effect at the date hereof.

_____
(Signature)

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

On this ___ day of _____, 20__, before me personally came _____
_____ whose signature appears above, to me known, and know to be the
_____ of _____,
(*Title*)
the municipal corporation described in and which executed the above certificate, who being by me duly sworn did depose and say that he, the said _____
resides at _____, and that
he/she is the _____ of said municipal corporation.
(*Title*)

_____
Notary Public County

RESOLUTION RE: **AUTHORIZING THE VILLAGE ADMINISTRATOR TO EXECUTE A REINSTATEMENT AND AMENDMENT OF LICENSE WITH LARCHMONT CORNER, LLC**

RESOLVED, that the Village Administrator is hereby authorized to execute a Reinstatement and Amendment of License with Larchmont Corner, LLC, 75 S Greeley Avenue, Suite 204, Chappaqua, NY 10514, for the purpose of continuing a certain License Agreement to continue use of the property known as "Pocket Park" near the corner of Palmer Avenue and Chatsworth Avenue, in substantially the same form.

Submitted by: Village Administrator
Date: September 20, 2024
For: September 23, 2024

REINSTATEMENT AND AMENDMENT OF LICENSE

This REINSTATEMENT AND AMENDMENT OF LICENSE (this "**Amendment**") is dated as of September ___, 2024 (the "**Effective Date**"), and is by and between LARCHMONT CORNER, LLC, a New York limited liability company with an office at 75 S Greeley Avenue, Suite 204, Chappaqua, New York 10514 ("**Licensor**") and THE VILLAGE OF LARCHMONT, a New York Municipal Corporation having an address of 120 Larchmont Avenue, Larchmont, New York 10538 ("**Licensee**").

W I T N E S S E T H:

WHEREAS, Licensor's predecessor in interest and Licensee entered into a certain License dated June 27, 2017 (the "**License Agreement**"), a copy of which is attached hereto as Exhibit A, for certain premises located at 124 Chatsworth Avenue, Larchmont, New York (the "**Property**");

WHEREAS, Licensor has acquired title to the Property and now holds the interest of the Licensor under the License Agreement;

WHEREAS, the License Agreement has expired by its terms; however, Licensee has continued to use the Property in accordance with the term of the License Agreement; and

WHEREAS, Licensor and Licensee desire to reinstate and amend the License Agreement upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the receipt and sufficiency of which is hereby acknowledged, Licensor and Licensee agree as follows:

1. Defined Terms. Capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to such terms in the License Agreement.

2. Reinstatement. Licensor and Licensee hereby agree to reinstate the License Agreement effective as of the Effective Date as a direct agreement between Licensor and Licensee. Licensor and Licensee covenant and agree to be bound by the terms and conditions of the License Agreement as fully as if such terms and conditions were set forth in full in this Amendment.

3. Term. Section 2 of the License Agreement, entitled "Term" is hereby amended to provide that the term of the License Agreement shall commence on the Effective Date and end on the period that is twelve (12) months following the Effective Date, but subject to the right of either party to terminate the License Agreement pursuant to the terms of Section 3 of the License Agreement, as such section is modified below.

4. Termination. The first sentence of Section 3 of the License Agreement, entitled

"Term," is hereby deleted and restated in its entirety as follows:

> "Either party shall have the right to terminate this License at any time and for any reason by providing the other with at least ten (10) business days' prior written notice. Upon such termination, Licensee shall, at its sole cost and expense, remove the Park Installations from the Licensed Premises and all of Licensee's personal property, repair and restore all damage done by or in connection with the Pocket Park in the Licensed Premises, including restoring all paved areas and landscaping, and surrender the Licensed Premises in as good condition as they were at the beginning of the Term, reasonable wear and tear excepted."

5. Insurance. The references to "JPMorgan Chase & Co." in subsections (i) and (iii) of Section 7.1(a) (which is incorrectly labeled 6.1(a)) are deleted and replaced with "Larchmont Corner, LLC." The refences to "JPMC" in Section 7.1(b)(1) and (3) are deleted and replaced with "Larchmont Corner, LLC." The address for JPMC in section 7.1(b)(4) is deleted and replaced with "75 S Greeley Avenue, Suite 204, Chappaqua, New York 10514."

6. Notices. The address for Licensor set forth in Section 28 of the License Agreement is hereby deleted and restated in its entirety as follows:

Larchmont Corner, LLC
75 S Greeley Avenue
Suite 204
Chappaqua, New York 10514
Attn: Daniel Richman

With a copy to:

Juliano & Marks, LLC
9C Pasco Drive
East Windsor, CT 06088
Attn: James P. Juliano, Esq.

7. Ratification. Except as hereby amended, all of the terms and provisions of the License Agreement shall remain unchanged and are hereby ratified and confirmed by Licensee in all respects. Licensee represents and warrants to Licensor that: (a) the License Agreement is in full force and effect; (b) Licensee's interest in the License Agreement is free and clear of any liens, encumbrances or adverse interests of third parties pertaining to the Property; and (c) Licensee has full and lawful power and authority to enter into this Amendment and to consummate the transaction herein described.

8. Successors and Assigns. This Amendment shall bind and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

9. Confidentiality. Licensee shall keep confidential the terms of and the existence of this Amendment. Licensee shall not disclose such information to any person (other than its agents, representatives and legal counsel and then, only with respect to such information as may be reasonably necessary), unless specifically authorized in writing by Licensor or if disclosure is required by subpoena, court order, judicial decree, or law. This confidentiality obligation shall not apply with respect to information in the public domain or information that enters the public domain through no fault of Licensee.

10. Counterparts and Electronic Signatures. This Amendment may be executed by the parties in multiple counterparts, each of which shall constitute an original and all of which when taken together shall constitute one and the same instrument. A counterpart signed and transmitted by facsimile or by e-mail as a .pdf file is to be treated as an original document, and the exchange of counterparts signed by all of the parties shall constitute a binding and enforceable agreement. The signature of any party thereon, for purposes hereof, is to be considered the same as an original signature, and the document transmitted is to be considered to have the same binding effect as an original signature on an original document.

Signed as of the Effective Date.

LICENSOR:	LICENSEE:
Larchmont Corner, LLC	The Village of Larchmont
By:_____	By:_____
Name: Daniel C. Richman	Name:
Title: Manager	Title:

RESOLUTION RE: **SET A PUBLIC HEARING FOR A PROPOSED LOCAL LAW TO AMEND THE CODE OF THE VILLAGE OF LARCHMONT TO ADD SUPLEMENTAL STANDARDS FOR ONE FAMILIY HOUSES THAT ARE SUBJECT TO FLOODING**

RESOLVED, that a Public Hearing is hereby scheduled by the Board of Trustees of the Village of Larchmont to be held in the Courtroom, Village Hall, 120 Larchmont Avenue on Monday, October 21, 2024, at 7:30 PM to review and take comment on a proposed local law to amend the code of the Village of Larchmont to add supplemental standards for One Family Houses that are subject to Flooding; and be it further

RESOLVED, that the Village Clerk is hereby directed to advertise said Public Hearing.

Submitted by: Village Administrator
Date: September 20, 2024
For: September 23, 2024

VILLAGE OF LARCHMONT
BOARD OF TRUSTEES

LOCAL LAW NO. ___- 2024

A LOCAL LAW TO AMEND THE CODE OF THE VILLAGE OF LARCHMONT TO ADD SUPPLEMENTAL STANDARDS FOR ONE FAMILY HOUSES THAT ARE SUBJECT TO FLOODING

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

Section 1: Chapter 381 of the Code of the Village of Larchmont is hereby amended by adding thereto a new Chapter 381-34 F to read as follows:

F. Notwithstanding any other provisions of this Zoning Chapter to the contrary, the Planning Board, as part of a Site Plan review process, shall have the authority to waive height and other applicable requirements of this Zoning Chapter, in light of the proximity of the structure to the 100 year flood zone, in order to facilitate one family houses, or additions thereto, being constructed or modified (including raising the elevation of existing structures) so that the elevation of the first floor of the building can be constructed at an elevation(s) to avoid likely flooding, while still allowing the building to have the number of stories and ceiling heights which would otherwise be permitted if the elevation were not raised.

1. In determining whether, and to what extent, such waiver(s) will be granted, the Planning Board shall consider, among other factors it may deem relevant:

(a) The impact(s) on immediate neighbors and the neighborhood if the height of the house is allowed to be increased above the normally applicable limits; and

(b) Whether the applicant can reasonably achieve the benefits the waivers would provide by other design alternatives; and

(c) Whether the Board shall impose conditions (e.g. additional setbacks or landscaping) to offset impacts of the waiver(s) on neighboring properties and the neighborhood.

2. The plans shall comply with Village Code Chapter 337 "Flood Damage Prevention" and National Flood Insurance Program regulations.

3. A flood elevation certificate shall be provided to the Building Department upon completion of the project.

Section 2: Severability. If any section, subsection, clause, phrase or other portion of this Local Law is, for any reason, declared invalid, in whole or in part, by any court, agency, commission, legislative body or other authority of competent jurisdiction, such portion shall be deemed a separate distinct and independent portion. Such declaration shall not affect the validity of the remaining portions hereof, which other portions shall continue in full force and effect.

Section 3: This Local Law shall take effect immediately upon filing with the Secretary of State.

VILLAGE OF LARCHMONT
BOARD OF TRUSTEES

LOCAL LAW NO. ___- 2024

A LOCAL LAW TO AMEND THE CODE OF THE VILLAGE OF LARCHMONT TO ADD SUPPLEMENTAL STANDARDS FOR ONE FAMILY HOUSES THAT ARE SUBJECT TO FLOODING

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

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1. In determining whether, and to what extent, such waiver(s) will be granted, the Planning Board shall consider, among other factors it may deem relevant:

(a) The impact(s) on immediate neighbors and the neighborhood if the height of the house is allowed to be increased above the normally applicable limits; and

(b) Whether the applicant can reasonably achieve the benefits the waivers would provide by other design alternatives; and

(c) Whether the Board shall impose conditions (e.g. additional setbacks or landscaping) to offset impacts of the waiver(s) on neighboring properties and the neighborhood.

2. The plans shall comply with Village Code Chapter 337 “Flood Damage Prevention” and National Flood Insurance Program regulations.

3. A flood elevation certificate shall be provided to the Building Department upon completion of the project.

Section 2: Severability. If any section, subsection, clause, phrase or other portion of this Local Law is, for any reason, declared invalid, in whole or in part, by any court, agency, commission, legislative body or other authority of competent jurisdiction, such portion shall be deemed a separate distinct and independent portion. Such declaration shall not affect the validity of the remaining portions hereof, which other portions shall continue in full force and effect.

Section 3: This Local Law shall take effect immediately upon filing with the Secretary of State.

BOARD OF TRUSTEES
OF THE
VILLAGE OF LARCHMONT

RESOLUTION DETERMINING SIGNIFICANCE
OF RESOLUTION # _____ OF 2024
PURSUANT TO SEQRA

WHEREAS, the Board of Trustees (the Board) of the Village of Larchmont (the Village) has proposed the adoption of a Proposed Resolution entitled "RESOLUTION # ___, A RESOLUTION TO _____"; and

WHEREAS, the Proposed Action is subject to the provisions of the New York (NY) State Environmental Quality Review Act ("SEQRA") as set forth in Article 8 of the Environmental Conservation Law and the implementing regulations promulgated thereunder at 6 NYCRR Part 617, as amended.

WHEREAS, the Board previously reviewed and issued the Environmental Assessment Form (EAF), Part 1, prepared by the Village's consultants; and

NOW, THEREFORE, BE IT RESOLVED that the Board confirms the Proposed Action would be an Unlisted Action under SEQR, and issues the Parts 2 and 3 of the EAF it has before it; and

BE IT FURTHER RESOLVED , given that Part 2 indicates that no negative environmental impact, or a small environment impact, will result from the Proposed Action, the Board of Trustees finds that adoption of the Proposed Resolution will not have a significant adverse impact on the environment and thus no Environmental Impact Statement is required.

BE IT FURTHER RESOLVED that this Resolution shall have an effective date of September 23, 2024.

On Motion of _____, seconded by _____, this resolution was adopted by the following vote:

AYES:

NAYES:

ABSTAINED:

ABSENT:

_____

Sarah Bauer, Mayor

This resolution was thereupon duly adopted.

Agency Use Only [If applicable]

Project:	Alma Field
Date:	9/23/24

Short Environmental Assessment Form
Part 2 - Impact Assessment

Part 2 is to be completed by the Lead Agency.
Answer all of the following questions in Part 2 using the information contained in Part 1 and other materials submitted by the project sponsor or otherwise available to the reviewer. When answering the questions the reviewer should be guided by the concept "Have my responses been reasonable considering the scale and context of the proposed action?"

	No, or small impact may occur	Moderate to large impact may occur
1. Will the proposed action create a material conflict with an adopted land use plan or zoning regulations?	☑	☐
2. Will the proposed action result in a change in the use or intensity of use of land?	☑	☐
3. Will the proposed action impair the character or quality of the existing community?	☑	☐
4. Will the proposed action have an impact on the environmental characteristics that caused the establishment of a Critical Environmental Area (CEA)?	☑	☐
5. Will the proposed action result in an adverse change in the existing level of traffic or affect existing infrastructure for mass transit, biking or walkway?	☑	☐
6. Will the proposed action cause an increase in the use of energy and it fails to incorporate reasonably available energy conservation or renewable energy opportunities?	☑	☐
7. Will the proposed action impact existing: a. public / private water supplies?	☑	☐
b. public / private wastewater treatment utilities?	☑	☐
8. Will the proposed action impair the character or quality of important historic, archaeological, architectural or aesthetic resources?	☑	☐
9. Will the proposed action result in an adverse change to natural resources (e.g., wetlands, waterbodies, groundwater, air quality, flora and fauna)?	☑	☐
10. Will the proposed action result in an increase in the potential for erosion, flooding or drainage problems?	☑	☐
11. Will the proposed action create a hazard to environmental resources or human health?	☑	☐

PRINT FORM

Agency Use Only [If applicable]

Project: Alma Field

Date: 9/23/24

Short Environmental Assessment Form
Part 3 Determination of Significance

For every question in Part 2 that was answered "moderate to large impact may occur", or if there is a need to explain why a particular element of the proposed action may or will not result in a significant adverse environmental impact, please complete Part 3. Part 3 should, in sufficient detail, identify the impact, including any measures or design elements that have been included by the project sponsor to avoid or reduce impacts. Part 3 should also explain how the lead agency determined that the impact may or will not be significant. Each potential impact should be assessed considering its setting, probability of occurring, duration, irreversibility, geographic scope and magnitude. Also consider the potential for short-term, long-term and cumulative impacts.

☐ Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action may result in one or more potentially large or significant adverse impacts and an environmental impact statement is required.

☑ Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action will not result in any significant adverse environmental impacts.

Village of Larchmont Board of Trustees	9/23/24
Name of Lead Agency	Date
Sarah Bauer	Mayor
Print or Type Name of Responsible Officer in Lead Agency	Title of Responsible Officer
Signature of Responsible Officer in Lead Agency	Signature of Preparer (if different from Responsible Officer)

PRINT FORM

RESOLUTION RE: AWARD OF BID FOR FLINT PARK ALMA FIELD REPLACEMENT PROJECT

WHEREAS, in accordance with the Village of Larchmont Internal Control Policy, the Village of Larchmont received two quotes through cooperative purchasing agreements for the construction phase of the Alma Field Replacement Project; and

WHEREAS, the Village of Larchmont has received a memorandum from Woodard & Curran, engineering consultants and construction administration managers for the Flint Park Renovation Project, recommending that the Alma Field Replacement Project construction phase be awarded to AstroTurf / DeRosa Sports Construction; now therefore be it

RESOLVED, that the Village Administrator is herein authorized to execute the attached proposal with AstroTurf Corporation, 2680 Abutment Road, Dalton, GA 30721, and DeRosa Sports Construction, Inc., 28 Bulkley Avenue, Port Chester, NY 10573, in the amount of $1,059,255.00 for the Alma Field Replacement Project; and be it further

RESOLVED, that an additional Miscellaneous Additional Work (MAW) line item contingency of $55,000.00, approximately 5%, is hereby approved for the project to account for any potential change orders requested by the Village and/or associated with unforeseen conditions; and be it further

RESOLVED, that an additional $150,000.00 is hereby approved for potential stormwater management measures that are not captured in the bid scope of work; and be it further

RESOLVED, that the total allocated amount of 1,264,255.00 for the associated costs of the Alma Field Replacement Project is charged to the appropriate Capital Budget Account associated with this project, to be established by the Village Treasurer.

Submitted by: Village Administrator
Date: September 20, 2024
For: September 23, 2024

Woodard & Curran Engineering
and Geological Services P.A. P.C.
800 Westchester Avenue
Suite N507
Rye Brook, New York 10573
www.woodardcurran.com

T 800.426.4262
T 914.448.2266
F 914.448.0147

September 19, 2024

Justin Datino, Village Administrator
Village of Larchmont
120 Larchmont Avenue
Larchmont, New York 10538

Re: Recommendation of Award – Flint Park Alma Field Replacement Project

Dear Mr. Datino:

The Village has received 2 construction proposals (i.e. bids) for the Flint Park Alma Field Reconstruction project from the following 2 manufacturer/contractor teams that are registered in the Omnia and Sourcewell municipal cooperative programs, in which the Village is also a member:

- AstroTurf / DeRosa Sports Construction
- Greenfields / Athletic Fields of America

The municipal cooperative program is a New York State approved program that allows public entities to contract directly with manufacturers, product suppliers, and/or contractors that qualify for the program based on state approved qualifications and pre-negotiated fixed pricing. The Village recently implemented the construction of the Flint Park playground project and the Flint Park basketball project using the municipal cooperative program procurement process via the Omnia and Sourcewell cooperatives.

The bid prices came in nearly identical (~ $1.1 million) as detailed in the attached cost summary email.

Both bidders can start work in late September (i.e. just after Sept 23rd board approval), or once the fall sports season comes to a close; at the Village's discretion. Attached are the documents demonstrating that the bidder accepts both proposed construction start dates.

Note that the Village has successfully contracted with DeRosa Sports Construction on the following constructed projects:

- Flint Park Tennis Courts
- Flint Park Alma Field
- Lorenzen Park (subcontractor to Contech)
- Flint Park Basketball Courts

Based on the above information, we recommend the award of the contract to the Astroturf/DeRosa Sports Construction team in the amount of $1,087,559.00 (base bid plus football line striping option), per the scope of work included in the attached bid proposal.

We recommend that the contract be awarded with a Miscellaneous Additional Work (MAW) line item contingency of ~ 5% of the contract amount ($55,000) to account for any potential owner requested

change orders (i.e. request to perform additional work not known at this time), or potential change orders associated with unforeseen conditions. We also recommend that the contract include a $150,000 owner allowance for potential stormwater management measures that are not captured in the bid scope of work.

Woodard & Curran can provide construction administration and inspection services on a T&M basis as requested by the Village, and at an initial budget amount determined by the Village. For budgeting purposes, we'd estimate an approximate level of effort to provide construction phase services for this project to be in the 5% range of construction costs, consistent with industry averages.

Please feel free to contact me with any questions.

Sincerely,

WOODARD & CURRAN ENGINEERING AND GEOLOGICAL SERVICES P.A. P.C.



Steven Lauria, PE
Senior Project Manager

AstroTurf Corporation

THE WORLD LEADER IN SPORTS & RECREATION SURFACES

AstroTurf FIELDS | Rekortan TRACKS | Laykold COURTS | SYNLAWN LANDSCAPE

Date: **August 7, 2024**
Project: **Alma Field at Flint Park Larchmont, NY**
Location: **Larchmont, NY**
Scope: **Demo, Furnish, and Install Synthetic Turf Field**

AstroTurf Corporation is pleased to submit the following proposal for approximately **77,000 square feet** of **AstroTurf® Synthetic Turf** to be installed at **Larchmont, NY**. Our quote includes Sourcewell Consortium pricing based on contract # 031622-AST. Our quote includes all labor, materials, tools, and equipment necessary to install in-place the synthetic turf applications (in accordance with our published product specifications) and is based on the attached Woodard Curran draft mock-up.

Demo, Furnish, and Installation of Synthetic Turf

Base Bid

AstroTurf RootZone 3D3 Blend 52 **$1,059,255.00**

52-ounce, 2" Pile Height, Slit Film & Monofilament, and Nylon RootZone
Brock YSR Powerbase Shock Pad
BrockFill/Sand Infill

Option

Football Lines and Number Package **$28,304.00**

***Alternate/Option pricing subject to option(s) selected at time of initial contract**

Sitework Inclusions:

- Install Construction Entrance
- Install 6’ High Temporary fence around construction area, 1300 LF (+/-)
- Remove & dispose of existing synthetic turf
- Remove & dispose of existing fence & rails, 1,110 LF (+/-)
- Remove & dispose of existing concrete curb @ expansion side of field, 200 LF (+/-)
- Excavate for Field expansion, 6,000 SF (+/-)
- Install Concrete Curbs for field expansion 12”x16”, 260 LF
- Install Filter Fabric for Field expansion
- Install Stone Base for field expansion, 8” total
- Re-grade entire field to allow for depth for pad & turf
- Install 8’ High Chain Link fence at end lines with top, middle & bottom rails, 400 LF (+/-)
- Install 4’ High Chain Link fence at end lines with top & bottom rails, 760 LF (+/-)

2680 Abutment Rd, Dalton, GA 30721
TF (800) 723 – TURF (8873) help@astroturf.com

- Install Gates for chain link fence
- Install 20' High netting at end lines the entire width of field, 400 LF (+/-)
- Clean up, Topsoil & seed disturbed areas

Turf Inclusions:

- One Mobilization
- Samples, submittal information, and shop drawings as required
- Installation of selected **AstroTurf® Synthetic Turf System** by manufacturer-certified crews.
    - Inlaid markings for the sports of Soccer, Men's Lacrosse, Women's Lacrosse, and Field Hockey
    - An infill of Ambient **BrockFill and Silica Sand** at the manufacturer-approved weights and ratios for the selected **AstroTurf® system**.
- AstroTurf Eight (8) year 3rd party warranty
- One (1) AAA testing after turf installation
- Infiltration Testing x 2
- Compaction test of subgrade
- Cleanup and disposal of our debris into dumpsters
- Prevailing Wages
- Pricing is based on a standard color palette
- AstroTurf employs an ASBA Certified Field Builder-Synthetic Fields on staff
- Training owner on the maintenance
- Manufacturing requires a 30-day lead time
- Sourcewell Purchasing Agreement

Exclusions:

- Replacement of nailer
- Any new, repair or replacement of fencing, foul poles, concrete curb, concrete walks, asphalt, restoration. Unless stated in scope
- Any additional testing not specified in inclusions
- Removal and/or replacement of unstable or unsuitable subgrade material
- Any certification, testing, or inspection costs, other than those associated with visual base inspection
- The provision of temporary power, water or washroom facilities
- Removal, relocation or replacement of existing services and/or utilities within the project area unless stated in scope
- Demolition work (including rock blasting and removal) that may require non-standard excavation equipment and methods
- Owner is responsible for the condition of the haul route on property
- Scoreboard, player's benches, bleachers, etc. unless stated in scope
- Any sports event, goals, sports netting, or any other athletic equipment applications not noted

- Price assumes staging area within 100 feet of field location. Staging area to be a minimum of 1/10th the area of the field.
- Any Liquidated Damages surcharges are excluded
- Any building permits or site inspection fees
- Pollution Liability Insurance
- Design and Engineering fees
- Any taxes. An acceptable tax-exempt certificate must be provided prior to the commencement of the work.
- Any bonds. Performance bond available at 1.1%
- Any alternating panels, custom colors, graphics, line packages, replacement panels, sports equipment, and/or maintenance equipment not stated in scope
- Fuel and freight costs will be re-calculated at the time of order shipment due to rising transportation costs. Fuel and freight costs are subject to change orders without notice.

Our proposal is submitted based on our assumption that all net payments will be received within thirty (30) days of the approval date and that final payment will be released to us within thirty (30) days of completing all final punch list items.

AstroTurf takes pride in manufacturing and providing industry-leading products made from quality materials purchased through reputable vendors for you, our VALUED CUSTOMER. Supply and demand for all construction materials and freight are as volatile as ever due to the economic climate that has affected the construction industry as a whole, from local municipalities to global communities. As a result, AstroTurf may require additional compensation for any unforeseen cost increase greater than five percent (5%) as noted from when the project was contracted to when materials are purchased and shipped from our manufacturing facilities. Any cost increase shall be documented using material quotes, supplier list prices, invoices, or receipts if requested. Any cost increases due to conditions caused by AstroTurf will be the responsibility of AstroTurf. We appreciate your understanding of the construction world that we live in and value the opportunity to provide you with our services.

Sincerely,

Dan Isaac

Regional Sales Manager
AstroTurf Corporation
E: dan.isaac@astroturf.com
M: (440) 840-8220

DEROSA
SPORTS CONSTRUCTION, INC.

"A family tradition since 1930"

September 9, 2024

Woodard & Curran
Attn: Thomas Shay
800 Westchester Ave., Ste. N507
Rye Brook, New York 10573

Re: Project: Alma Field Improvements, Larchmont, NY

Dear Mr. Shay,

Upon the issuance of award letter, assuming an award date of 9/23/24, our company will be ready to mobilize on 9/24/24 and begin work on 9/25/24. We understand the overall schedule the town is looking to meet, and we would want to get going as soon as possible.

Should there be any questions, do not hesitate to ask.

Thank you,

Mathew DeRosa, President
DeRosa Sports Construction Inc.

28 Bulkley Avenue • Port Chester, New York 10573
Tel: 914-341-1506 • Fax: 914-341-1510
www.derosasports.com

RESOLUTION RE: **AUTHORIZING THE VILLAGE ADMINISTRATOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH FFK**

RESOLVED, that the Village Administrator is hereby authorized to execute a Memorandum of Understanding ("MOU") with Larchmont-Mamaroneck Fields for Kids, Inc. ("FFK") to accept the donation of funds in accordance with the attached MOU, to be allocated for the Alma Field Replacement Project; and be it further

RESOLVED, that the funds will be deposited in the appropriate Capital Budget Account associated with this project, to be established by the Village Treasurer.

Submitted by: Village Administrator
Date: September 20, 2024
For: September 23, 2024

This **Memorandum of Understanding** ("MOU") is made this __ day of September, 2024 by and between **The Village of Larchmont** ("Village"), a New York municipal corporation having an address at 120 Larchmont Avenue, Larchmont NY 10538, and **Larchmont-Mamaroneck Fields for Kids, Inc.** ("FFK"), a New York not-for-profit corporation with an address of P.O. Box 912, Larchmont, NY 10538 (collectively the "Parties").

WHEREAS, the Mayor of the Village and the Village Board of Trustees have jurisdiction over Flint Park (the "Park"), located in the Village of Larchmont; and

WHEREAS, the Park contains a turf field known as Alma Field; and

WHEREAS, the Village desires to replace and extend by 10 yards the existing turf on Alma Field (the "Project"); and

WHEREAS, the Village desires the construction of the Project to be substantially completed by January 1, 2025, barring any unforeseen events; and

WHEREAS, the FFK has offered to fund the extension of and replacement of Alma Field, and the extent additional funds donated by FFK pursuant to this MOU remain available, other improvements to Alma Field that are identified as part of the Project (the "Alma Funds"); and

WHEREAS, the Parties desire to enter into this MOU to memorialize their agreement regarding the transfer and use of the Alma Funds.

NOW, THEREFORE, the Parties hereto in consideration of the terms and conditions herein contained do agree as follows:

1. Transfer of Funds. The Village will share with FFK all quotes that it receives for the Project and, based on those quotes, and before entering into a contract with the Vendor (defined below), will determine and inform FFK of a good-faith estimate of the costs to complete the Project (the "Estimate"). Within five business days after the Village enters into a contract with the Vendor to undertake the Project, FFK will donate to the Village the first of two payments (the "First Payment"). The amount of the First Payment will equal fifty percent of the Estimate minus $1 million. Within five business days after the Village informs FFK that construction on the Project has begun, FFK will donate to the Village the second of two payments (the "Second Payment," and together with the First Payment, "the Transfers") The amount of the Second Payment will equal: (i) the lesser of (x) $600,000 minus the First Payment and (y) fifty percent of the Estimate minus $1 million, (ii) minus $25,000, which reflects a donation that Flint Park Conservancy already received for the Project directly from the Larchmont Mamaroneck Football Club. Within five business days after the completion of the Project, the Village will return to FFK any portion of the Transfers that was not needed to fund the completion of the Project.

2. The Alma Funds will be used and maintained solely in accordance with this MOU. If the Village determines not to undertake the Project, the Village will return the Alma Funds to FFK within three business days of making that determination.

3. Account. On the dates of the Transfers, the Village will deposit the funds in the Village's capital fund bank account and will hold the Alma Funds in its NY Class interest bearing account. All revenue and expenses related to the Alma Field will be assigned a unique capital fund account code labeled Flint Park – Alma Field. Any interest earned on the Alma Funds will be used for the Project.

4. Reporting. The Village will provide to FFK copies of all construction contracts, invoices, work-order changes, and other written materials relating to the Project upon the request of FFK.

5. Use and Management of Funds. The Village will select a vendor to complete the Project (the "Vendor"). The Alma Funds will only be spent on costs and expenses directly related to the extension of, replacement of, and improvements to, Alma Field. The Village exclusively will oversee the construction and installation of the Project. FFK shall have no responsibility or liability for the construction or installation of the Project.

6. Maintenance and Insurance of Alma. The Village agrees to maintain Alma Field to a reasonable standard for public usage, which will include reasonable inspections and maintenance. The Village further agrees that it will appropriately repair any damage to Alma Field due to vandalism, Mother Nature, or any other cause, whether or not foreseeable, in a reasonably prompt manner. The Village agrees to hold replacement cost insurance that would cover any damage to the Alma Field and will be solely responsible for premiums and any deductible.

7. Dedicated Maintenance Account. The Village agrees to generate revenue by charging rental fees to fund the Village's maintenance of Alma Field. It is anticipated that, based on current pricing as of the date of execution of this MOU, annual maintenance costs for Alma Field would be approximately fifteen thousand dollars (USD $15,000). The Village agrees to allocate fifteen thousand dollars (USD $15,000) of the revenue generated from the rental of Alma Field (the "Maintenance Funds") to, and agrees to perform, semi-annual maintenance each year. FFK understands that if the Village reasonably determines that available Maintenance Funds are insufficient to fund the requisite semi-annual maintenance, the Village may request that FFK contribute necessary funds make up any gap, which FFK may agree to do or decline in its sole discretion.

8. Reporting Requirement. The Village agrees to provide to FFK a status of the accounts referenced in paragraphs 3 and/or 7 of this Agreement upon request and within 7 days of such a request.

9. Publicity. The Village agrees that in any Village-generated publicity in connection with the Project to recognize FFK for its financial support. Additionally, the Village will place a sign at a location near Alma Field recognizing FFK's support for the Project. The location, design, and size of the sign will be mutually agreed upon by the Village and FFK. However, the Village may reject a sign that is more expensive than the amount the Village intends to allocate to the sign, and FFK has the option to pay for the difference in cost.

10. Indemnity and Insurance. The Village agrees to indemnify and hold harmless FFK, its Board, officers, and volunteers from and against any and all liabilities and damages, as it relates to the Village's oversight, construction, and installation of the Project. This indemnification does not extend to claims that arise out of actions taken by FFK without the express knowledge of the

Village. The Village will arrange for all contractors performing the Project to add FFK as an additional insured on the contractors' general liability insurance policies.

11. Severability. The unenforceability, invalidity, or illegality of any provision(s) of this MOU shall not render the other provisions unenforceable, invalid, or illegal.

12. No Third-Party Beneficiary Rights. Except with respect to paragraph 9, the rights, duties and obligations contained in this MOU shall operate only between and/or amongst the Parties to this MOU and shall inure solely to the benefit of the Parties to this MOU. The provisions of this MOU are intended only to assist the Parties in determining and performing their obligations under this MOU. Except with respect to paragraph 9, the Parties do not intend to create in any other individual or entity the status of a third-party beneficiary, and this MOU shall not be construed so as to create such status.

13. No Breach. The execution, delivery, and performance of this MOU by the Parties will not violate or constitute or result in a material breach of or a default under any agreement, mortgage, lease, loan or security agreement, corporate charter, articles, or bylaws, as applicable, or any other instrument to which any party is bound or affected.

14. Entire Agreement. This MOU represents the entire and integrated agreement between the Village and FFK and supersedes all prior negotiations, representations, or agreements, either written or oral.

15. Amendment. This MOU may not be modified or altered except in writing signed by the Parties.

16. Laws. This MOU shall be governed by the laws of the State of New York

17. Counterparts. This MOU may be executed in counterparts, each of which shall constitute an original and all of which together shall constitute one agreement.

IN WITNESS WHEREOF, the parties hereto have executed this MOU as of the ____ day of September, 2024.

VILLAGE OF LARCHMONT

By _____
Justin Datino
Village of Larchmont Administrator & Clerk

FIELDS FOR KIDS

By _____
Heather Mahland
President

VILLAGE OF LARCHMONT

Anti-Harassment Policy and Complaint Procedure

I. Anti-Harassment Policy

A. Declaration of Policy

The Village of Larchmont (the "Village") is committed to the principles embodied in the federal Civil Rights Act of 1964 and federal and state statutes relating to discrimination. Harassment based upon sex, race, color, religion, national origin, age, disability, marital status, sexual orientation, genetic pre-disposition, military status and/or protected activity is strictly prohibited.

In accordance with state law, the Village has promulgated a separate sexual harassment prevention policy for claims involving alleged sexual harassment. For all other claims of harassment, employees should use this policy.

B. Purpose

It is the Village's policy that all employees have the right to work in an environment free from all forms of discrimination including harassment based upon sex, race, color, religion, national origin, age, disability, marital status, sexual orientation, genetic pre-disposition, military status and/or protected activity.

It is the position of the Village that unlawful harassment is a form of misconduct that undermines the integrity of the employment relationship. Such misconduct will not be tolerated by the Village. No employee or official – female or male – should be subject to discriminatory or harassing conduct, whether physical, verbal, written or in any other form, by any other employee or official -- female or male. Such behavior will not be tolerated by The Village under any circumstances and may result in disciplinary action up to and including dismissal.

The Village can best deter, discourage and prohibit acts of unlawful harassment within its workforce by creating a mechanism to respond to, investigate and resolve allegations of harassment in the workplace. The accompanying Complaint Procedure is intended to provide an effective mechanism for reporting, investigating and resolving promptly, complaints of unlawful harassment, without any fear of reprisal to a complaining employee for filing a good faith complaint of unlawful harassment.

C. Coverage

This applies to all full-time and part-time employees, elected and appointed officials, volunteers, applicants for employment, interns, whether paid or unpaid, contractors and persons conducting business with the Village. A copy of this Policy is to be distributed to each and every present and future employee and official of the Village.

D. Definitions

1. **Unlawful Harassment:** Unlawful harassment refers to behavior that is not welcome, that is personally and objectively offensive, that fails to respect the rights of others, that lowers morale and that, therefore, interferes with an employee's work performance and effectiveness and/or creates an intimidating, hostile or offensive working environment, based upon legally protected classifications including sex, race, color, religion, national origin, age, disability, marital status, sexual orientation, genetic pre-disposition, military status and/or legally protected activity. Exposure to such conduct that serves to alter the terms or conditions of employment is prohibited by this Policy and by state and federal law. This section contains examples of unlawful harassment prohibited by this Policy. This is by no means an exhaustive and complete listing of the types of harassing behavior prohibited by this Policy, and other types of harassment not detailed herein may warrant discipline up to dismissal.

a. Verbal harassment: Abusive verbal language related to the sex, race, color, religion, national origin, age, disability, marital status, sexual orientation, genetic pre-disposition, military status or protected activity of an employee, including remarks, slurs or epithets, offensive or derogatory language, offensive or derogatory comments or sounds, jokes or threats.

b. Non-verbal harassment: Offensive, derogatory, insulting or abusive written language related to the sex, race, color, religion, national origin, age, disability, marital status, sexual orientation, genetic pre-disposition, military status or protected activity of an employee, showing or displaying offensive or derogatory objects or pictures or offensive, derogatory or insulting commentaries.

c. Physical harassment: Physical contact that is not welcome and/or is threatening, including touching, grabbing, hugging, pinching, jostling, pushing, striking or assault.

2. Protected Activity: Harassment based upon an employee's engagement in protected activity is strictly prohibited. Protected activity means opposition to discrimination or participation in proceedings covered by anti-discrimination statutes. This includes filing a good faith complaint with the Village under this Policy and/or participation in any investigation and/or proceedings conducted pursuant to the provisions of this Policy.

E. Procedural Guidelines

1. Employees are encouraged to report incidents of unlawful harassment to the Village Administrator as soon as possible after the occurrence. If the Village Administrator is believed to be involved in the incident, the report should be made directly to the employee's Supervisor.

2. If an employee believes they have been the subject of unlawful harassment, the employee should review the "Anti-Harassment Complaint Procedure," set forth below and follow the steps indicated.

3. All complaints will be handled in a timely and as confidential a manner as is feasible in order for the Village to conduct a full investigation of the complaint. In no event will information concerning a complaint be released by the Village to third parties or anyone employed by the Village who is not directly involved in the investigation of the complaint unless otherwise required by law or legal process.

4. Investigation of a complaint will usually include conferring with the parties involved and any named or apparent witnesses. The particular facts of the allegation will be examined individually, with a review of the nature of the behavior and the context in which the incident(s) occurred. Confidentiality will be maintained throughout the investigatory process as is feasible in order for the Village to conduct a full investigation of the complaint.

5. Employees charged with unlawful harassment will be afforded a full and fair opportunity to offer and present information in their defense. Any such information will be kept confidential as is feasible in order for the Village to conduct a full investigation and/or resolution of the complaint, except as required by law or legal process.

F. Non-Retaliation

This Policy specifically prohibits retaliation against any employee who, in good faith, brings a written or verbal harassment complaint or who assists or aids in the investigation of such a complaint. Any employee who in good faith brings a harassment complaint or assists in the investigation of such a complaint will not be adversely affected in the terms or conditions of their employment, nor will they be discriminated against or discharged because of the complaint.

G. No waiver of legal rights

Nothing in this policy should be construed as in any way limiting an employee's rights under state or federal law, including filing a complaint with the New York State Division of Human Rights or the United States Equal Employment Opportunity Commission.

II. Anti-Harassment Complaint Procedure

A. STEP ONE - Employee's (Complainant's) Responsibility

1. Lodging a complaint: Complaints of unlawful harassment should be brought to the attention of the Supervisor or Village Administrator (or any other Department Head with whom the employee is comfortable) immediately or as soon as reasonably possible following the incident. If desired, the complainant may lodge a verbal complaint with the understanding that such complaints will be at first handled informally (see B.1. below). If a resolution cannot be reached informally, the complainant must then file a written complaint, and the formal complaint procedure will be followed.

2. Time period for lodging complaint: All written complaints should be filed as soon as possible and no later than 60 days from the alleged act of unlawful harassment.

3. Voluntary withdrawal of complaint: The complainant may withdraw the complaint at any time by notifying in writing the Supervisor or Village Administrator, provided, however, that voluntary withdrawal of a complaint will in no way restrict the Village's right to initiate or conduct an investigation into alleged unlawful harassment or discrimination and take appropriate corrective action.

B. STEP TWO – The Village's Investigation Policy

1. Upon receipt of complaint, the Village will conduct an immediate review of the allegations, and take any interim actions, as appropriate. If the complaint is oral, the complainant will be encouraged to complete the "Complaint Form" in writing. If he or she refuses, the Village will prepare a Complaint Form based on the oral reporting.

2. If documents, emails or phone records are relevant to the allegations, the Village will take steps to obtain and preserve them.

3. The Village will request and review relevant documents, including electronic communications.

4. The Village will interview all parties involved, including any relevant witnesses;

5. The Village will create a written documentation of the investigation (such as a letter, memo or email), which contains the following:

a. A list of documents reviewed, along with a detailed summary of relevant documents;

b. A list of names of those interviewed, along with a detailed summary of their statements;

c. A timeline of events;

d. A summary of prior relevant incidents, reported or unreported; and

e. The final resolution of the complaint, together with any corrective actions action(s).

6. The Village will keep the written documentation and associated documents in its records.

7. The Village will promptly notify the individual who complained and the individual(s) who responded of the final determination and implement any corrective actions identified in the written document.

THE VILLAGE OF LARCHMONT

Anti-Harassment Policy Complaint Form

If you believe that you have been subjected to unlawful harassment, you are encouraged to complete this form and submit it to a supervisor or the Village Administrator. You may submit the form in the manner most convenient to you, *e.g.*, in person, by mail, or email. Once you submit this form, the Village will follow its anti-harassment policy and investigate your claim(s).

COMPLAINANT INFORMATION

Name:

Home Address: Work Address:

Home Phone: Work Phone:

Job Title: Email:

Select Preferred Communication Method (please select one of the above):

SUPERVISORY INFORMATION

Immediate Supervisor's Name:

Title:

COMPLAINT INFORMATION

1. Your complaint of Unlawful Harassment is made against:

Name:

Title:

2. Please describe the conduct or incident(s) that is the basis of this complaint and your reasons for concluding that the conduct is harassment. Please use additional sheets of paper if necessary and attach any relevant documents or evidence.

3. Date(s) harassment occurred:

   Is the harassment continuing? __Yes __No

4. Please list the name and contact information of any witnesses or individuals that may have information related to your complaint:

The last question is optional, but may help facilitate the investigation.

5. Have you previously complained or provided information (verbal or written) about unlawful harassment at the Village? __Yes __No

   If yes, when and to whom did you complain or provide information?

If you have retained legal counsel and would like us to work with them, please provide their contact information.

I request that the Village investigate this complaint of unlawful harassment in a timely and confidential manner as outlined below, and advise me of the results of the investigation.

Signature: _____ Date: _____

Upon receipt of an unlawful harassment complaint, the Village will follow its anti-harassment policy by investigating the allegations through actions such as the following:

- *Speaking with the person complaining of unlawful harassment*
- *Speaking with the alleged harasser*
- *Interviewing witnesses*
- *Collecting and reviewing any related documents*

While the process may vary from case to case, allegations will be investigated promptly and resolved as quickly as possible. The investigation will be kept confidential to the extent possible.

Minutes of the Regular Meeting
Of the Board of Trustees of the
Village of Larchmont, N.Y.
held on Monday, July 15, 2024

PRESENT: Mayor Sarah Bauer
Trustees Dana Post
Peter Fanelli
Brigid Brennan
Terence Pare

Also Present: Deputy Clerk Rilley, Attorney Kevin Staudt,
Administrator Datino, Asst. Administrator Katzin,

Mayor Bauer welcomed all in attendance and called the meeting to order at 7:30PM

RESOLUTION
Open **P**. H.
Proposed **L**.L **S**ports & **G**ames in **S**treets

On motion of Trustee Pare, seconded by Trustee Brennan, unanimously carried, it was:
RESOLVED, to open the public hearing on a proposed local law to amend the Code of the Village of Larchmont with respect to the playing of Sports and Games on Village Streets.

Mayor Bauer asked the Board and all in attendance if there any comments on the proposed local law. There were none.

RESOLUTION
Close **P**. H.

On motion of Trustee Pare, seconded by Trustee Fanelli, unanimously carried, it was:
RESOLVED, to close the Public Hearing.

RESOLUTION
Adopt **L**. L. No. 5-2024
Sports & **G**ames in
Streets

On motion of Trustee Pare, seconded by Trustee Post, unanimously carried, it was:
RESOLVED, to adopt Local Law No. 5-2024.

LOCAL LAW NO. 5-2024
A LOCAL LAW TO AMEND THE CODE OF THE VILLAGE OF LARCHMONT WITH RESPECT TO THE PLAYING OF SPORTS AND GAMES ON VILLAGE STREETS

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

Section 1: Chapter 207 of the Code of the Village of Larchmont is hereby amended by repealing § 207-5 and adding thereto a new § 207-5 to read as follows:

§ 207-5 Ball games and other games restricted.

The playing of ball games or other games on any street or sidewalk that blocks or obstructs the flow of pedestrian or vehicular traffic is prohibited. In no event shall the playing of ball games or other games be permitted on Larchmont Avenue, Chatsworth Avenue, Boston Post Road, or Palmer Avenue. Parents or others having the care, custody, or control of children shall be held liable to the penalty, as herein provided, for each violation by children under their supervision.

Section 2: Severability. If any section, subsection, clause, phrase or other portion of this Local
Law is, for any reason, declared invalid, in whole or in part, by any court, agency, commission, legislative body or other authority of competent jurisdiction, such portion shall be deemed a separate distinct and independent portion. Such declaration shall not affect the validity of the remaining portions hereof, which other portions shall continue in full force and effect.

Section 3: This Local Law shall take effect immediately upon filing with the Secretary of State.

RESOLUTION
Environmental
Assessmen***t*** **F**orm
Alma Field

On motion of Trustee Post, seconded by Trustee Pare, and unanimously carried, it was:
RESOLVED, to issue an Environmental Assessment Form with respect to Alma Fields

PD Report

Lt. Paprota gave the following report.
1. 6/17 Jeep stolen on Jochum
2. 6/20 DiCicco's reported a credit card skimmer in a register
3. 6/27 Manor Park an exposure on a bench
4. 6/28 Restaurant patron skipped on a $284.17 bill
5. 6/20 Bike stolen from in front of Bango Bowls
6. 7/10 Items stolen from car on Pine Ridge Rd.
7. 7/12 Resident gets 1-880 call requesting $47,000. Resident pays
8. 7/14 Employee caught stealing purse.

Fire Chief's Report

Chief Valentine made the following report.
To start this evening, I hope everyone is doing well combatting this extreme heat and humidity that has been affecting our area. Unfortunately, looking at the forecast ahead, it does not seem to be letting up any time soon. As such, I would like to remind our residents to take precautions ahead of time by staying out of the sun if at all possible, and remain hydrated by drinking water before you become thirsty. Once you feel thirsty you are already exhibiting signs of dehydration. We will continue to have our misting fan outside of the fire department all week for anyone walking by. In addition, the lower level of the Larchmont library will continue to operate as a local cooling center if needed, during normal business hours. If you are experiencing a medical emergency such as heat stroke, it is imperative you call 911 immediately to receive medical attention.
Next, I wanted to provide an update on our marine apparatus. Currently both Marine 34, our Boston Whaler, and Marine 43, our Inflatable Defender are now both back in service. Members from both the fire department and police department are being trained on rescue operations utilizing these vessels. The Boston Whaler is for use in the long island sound and is currently being moored at the Larchmont Yacht Club ready to respond to maritime emergencies day or night, and also planned events in our immediate area. The Inflatable Defender can also be used in the Long Island Sound and also for flooding emergencies in the streets of Larchmont. This vessel can work in tandem with our other inflatable raft for evacuating residents from their homes during extreme weather. The training we have conducted and the equipment we have acquired over the past year has made our department at the cutting edge of safety and effectiveness for our residents.
Turning now to a fire call that I would like to highlight. On the morning of July 8th at approximately 10:40am, the Larchmont Fire Department was dispatched to a commercial alarm at the address of 2101 Palmer Avenue, which is the apartment complex next to the DiCicco and Sons Grocery Store. Engine 35 with Lt. Adams and Firefighter Walters, Tower Ladder 7 with Firefighter Rosenberger, and myself were on scene 3 minutes after notification.

Fire Chief's Report Con't.

Upon arrival, it was found that the building was being evacuated and the building wide fire alarm system could also be heard and seen. There was a resident at the front door directing us to the rear of the building stating that he saw smoke and fire. Upon investigation, there was a smoke condition in the parking garage and on the railroad track side of the building, in addition to an activated sprinkler head on a 2nd floor exterior balcony. At that time, the two individuals on Engine 35 began search and fire suppression efforts on a building that holds approximately 30 individual apartments, while the firefighter on Tower Ladder 7 began securing a water source and assisting with the evacuation and ventilation. Thankfully there were no injuries during this fire, but there was damage to 3 dwelling units. The cause of the fire is undetermined at this time. Our department was assisted by members of Larchmont's own Police Department, DPW, and Building Department and we were back in service in just over 3 hours.

This call outlines a number of key items. One is the fantastic working relationship of our village employees whom in a moment's notice worked seamlessly together for a very positive outcome. The second is the importance of sprinkler systems. In this case, the sprinkler system kept the fire contained to the balconies until we arrived and fully extinguished the flames. Without this system in place, I am confident the damage would have been far worse. Sprinkler systems are available in all buildings, including single family homes and have been proven to assist in saving lives and limiting property damage. All the while during this call, we also received an additional fire call for an odor of burning at a home in the manor and that was handled by the Town of Mamaroneck Fire Department and I would like to thank them for their assistance.

Lastly, I have two final remarks for this evening. Our fire and life safety bureau is continually making appearances across the village by providing high quality education, most recently last week at Camp Seagull held at the Larchmont Yacht Club. And we are at about the halfway point for our outdoor public use and dining season and I am happy to report positive compliance with the regulations. I periodically make unannounced inspections of the sites and all business owners are either continually in compliance or are very quick to rectify minor issues.

Treasurer's Report

Treasurer Cazzorla gave a report on the Fiscal Year.

1. Total tax collection as of 6/30
2. Total online payments
3. Parking permits revenue & parking permits budget vs actual
4. Flint Park Day Camp revenue actual vs budget
5. Sprint to Flint revenue & expenses & budget vs actuals

Trustees Reports

Trustee Brennan gave the following report.

1. NYS has a program to reduce Green House emissions. The Village has signed up for the program and submitted all the programs and events that Larchmont sponsors. In recognition the state has awarded Larchmont with Bronze status. Thanks to Asst. Administrator Katzin and the members of the Climate Smart Community Task Force.
2. Foley's Hardware store has in stock Paper Packing Tape.

Trustee Fanelli made the following report.

1. Concerts in Constitution Park will continue every Thursday until August 1st. Bring a blanket, invite your friends and enjoy.

Administrator Datino said on tonight's agenda there was a resolution for a professional service agreement for Fire Apparatus Consulting. The documentation for this agreement was not ready so, it will be moved for approval at a future date.

RESOLUTION
IMA w/ **W**est. Cty.
PD **F**iring **R**ange

On motion of Trustee Pare, seconded by Trustee Brennan, unanimously carried, the following resolution was adopted:
WHEREAS, Westchester County has a Firing Range located in Valhalla, New York; and
WHEREAS, the Village of Larchmont Police Department desires to use the Firing Range for training purposes; and
WHEREAS, Westchester County and the Village of Larchmont Police Department agree that the Police Department may utilize the Firing Range for firearms training; and
WHEREAS, Westchester County now desires to enter into agreement with the Village of Larchmont under the terms in the agreement that will commence upon execution and will be in full force and effect for five (5) years; and
WHEREAS, the Chief of Police has reviewed the proposed IMA and recommends that the Board of Trustees to approve the proposed agreement; and
WHEREAS, participation requires the execution of the attached Intermunicipal Agreement with the County of Westchester; now therefore be it

RESOLVED, that the Village Administrator is hereby authorized and directed to execute the Firing Range, Intermunicipal Agreement in substantially the same form as attached hereto; and be it further

RESOLVED, that the Village Administrator is authorized to undertake any administrative acts required under the terms of the agreement.

Mayor's Announcements

The Mayor announced resolutions that were approved at prior meetings.

Work Session: Set public hearing for local law playing sports and games in streets. 6/17/24
Special Meeting: MOA for Community Choice Aggregation. 6/19/24

Address the **B**oard
Dean
Foster, B.
Gottfried, M.

Dean addressed the meeting about his wife fell and he contacted the police and ambulance. The care and concern for his wife was marvelous and professional.

Ben Foster asked the Board when will the AED devices will be made available in Flint Park.
Mayor Bauer said the Village has requested price quotes so hopefully soon.

Michael Gottfried of 16 Ocean Ave. was next to address the Board. Subjects he spoke on were:

Unaccounted Water Reports and Fund Balance.

RESOLUTION
Minutes 6/17/2024

On motion of Trustee Fanelli, seconded by Trustee Pare, unanimously carried, it was:
RESOLVED, to approve the minutes of June 17, 2024.

RESOLUTION
Work Session
Minutes 6/17/2024

On motion of Trustee Pare, seconded by Trustee Post, unanimously carried, it was:
RESOLVED, to approve the minutes of the work session of June 16, 2024.

RESOLUTION
Work Session
Minutes 7/8/2024

On motion of Trustee Brennan, seconded by Trustee Pare, unanimously carried, it was:
RESOLVED, to approve the minutes of the work session of July 8, 2024.

RESOLUTION
Special Meeting
Minutes
6/19/2024

On motion of Trustee Pare, seconded by Trustee Fanelli, unanimously carried, it was:
RESOLVED, to approve the minutes of the special meeting held on June 19, 2024.

On motion of Trustee Pare, seconded by Trustee Post, unanimously carried, it was:
RESOLVED, to approve the List of Bills in the amount of $432,607.05.

On motion of Trustee Pare, seconded by Trustee Brennan, unanimously carried, it was:
RESOLVED, to approve the list of bills in the amount of 341,303.80.

On motion of Trustee Pare, seconded by Trustee Post, unanimously carried, it was:
RESOLVED, to approve a list of invoices.

On motion of Trustee Fanelli, seconded by Trustee Post, unanimously carried, the meeting adjourned at 8:08PM.

Village of Larchmont Board of Trustees Work Session

July 15, 2024 at 5:30PM

2rd floor conference room, Larchmont Village Hall

MINUTES

1. Supplemental Standards for One Family Residences Subject to Flooding – the Village Board had some modifications to the proposed law, so have requested updates from the Village attorney and will revisit at the next work session.
2. Holiday Parking options for the business district – the Village Board agreed to allow for free parking in the business district on for Small Business Saturday, Sleighbells on the Ave, and from 12/16-12/24. Assistant Administrator Katzin is currently reviewing additional options to allow business to validate parking.
3. Flint/Lorenzen AED request – Village has requested quotes for AEDs from the vendor and goal is to have them installed as soon as possible. The leagues have offered to pay for the AEDs, but depending on the final estimate, the Village would consider contributing towards the AEDs. In addition the Village plans to install and maintain the devices going forward.
4. Street tree planting plan – based on feedback from DPW, 70 street trees per year is the number that is manageable for the department. The Board discussed possible options for planting additional trees, since planting trees is a priority of the Board. Ultimately, the Board felt that it would be more impactful to find a way to plant some additional mature trees rather than add to the number of street trees planted and have asked Trustee Post to review with Parks and Trees and get recommendations so the Village Administrator can get pricing. The Board also discussed the possibility of getting tree management software.
5. The Village Board briefly discussed the EAF which was on the Meeting Agenda, and made some minor tweaks to the project description language.
6. The Village Board approved the public private partnership policy. Motion by Trustee Paré, seconded by Trustee Fanelli. Unanimous vote.
7. The Mayor provided a brief update on Sanitation. Mayor Bauer spoke with the Town Supervisor earlier in the day and the Town Board will discuss the Village's proposal to move the entire Commission to a fee structure at their meeting on 7/17, which the Village feels is the best option for all residents (both Town and Village). If the Town decides not to explore the fee option, the Village intends to move the Village to a fee and review options for moving the 150 stops in the business district out of the Commission.
8. Trustee Pare raised the question of changing the way tickets are issued for leaf blower violations to be more like parking tickets, but the Mayor had advised that after discussing with the Village Attorney this was not really feasible or advisable.

Supplemental Standards Updates

Holiday Parking

AED Requests for **F**lint & **L**orenzen Parks

Street **T**ree planting

EAF

RESOLUTION
Public Private **P**olicy

Sanitation Update

Minutes of the Work Session Meeting
Of the Board of Trustees of the
Village of Larchmont, N.Y.
held on Wednesday, August 14, 2024

PRESENT: Mayor Sarah Bauer
Trustees Peter Fanelli
Terence Pare

ABSENT: Trustee Dana Post, Trustee Brigid Brennan

Also Present: Deputy Clerk Rilley, Treasurer Cazzorla

On motion of Trustee Pare, seconded by Trustee Fanelli, and unanimously carried, it was:
RESOLVED: to pay the Paid Outside the Bills List, July-August in the amount of $1,881,937.81, dated August 14, 2024

Bill **L**ists
8/14/2024

On motion of Trustee Pare, seconded by Trustee Fanelli, and unanimously carried, it was:
RESOLVED: to pay the List of Bills in the amount of $655,858.44, dated August 14, 2024

Village of Larchmont Board of Trustees Work Session

September 9, 2024 at 5:30PM

2rd floor conference room, Larchmont Village Hall

Please note that while work sessions are open to the public, the Village Board typically does not allow public comment. If you have any questions or comments on any of the agenda items that you would like the Board to consider during the work session, please email them to villageclerk@larchmontny.gov no later than 12pm the day of the work session.

AGENDA

1. Approve cost of AED installation in Flint and Lorenzen: The Village Board approved the cost in the amount of 6558.80 (Motion by Trustee Post, Second by Trustee Brennan, unanimous vote).
2. Discuss Centro proposal: The Village Board agreed that they did not want to accept less than the amount requested by the Board in lieu of burying the wires along Chatsworth.
3. Discuss Flint MOU with FFK/Alma – the Board reviewed the MOU.
4. Sanitation update – the Board will continue to pursue getting quotes for private carting for the business district.
5. Presentation from FOLP regarding plantings in Willow Park – Board approved planting plans for 10 new trees, and wanted 2 trees to be mature trees, so FOLP will pay for 8 trees and Village will pay for 2 mature trees. Motion by Trustee Post, Second by Trustee Brennan, unanimous vote.
6. Discussion regarding Board priorities for the fiscal year.
7. The Village Board authorized the Village Administrator to enter into an amendment for the Sustainable Westchester CCA to opt up to the 100% option. Motion by Trustee Brennan, Second by Trustee Post (yes votes Mayor Bauer, Trustee Fanelli, Trustee Brennan and Trustee Post; no Trustee Pare).
8. Trustee items - any new business Trustees want to bring to Board for brief discussion and/or inclusion in future work sessions
9. Administrator items – any new business Administrator wants to bring to Board for brief discussion and/or inclusion in future work session

    a. Executive Session to discuss personnel issues. Motion by Trustee Fanelli, Second by Trustee Pare, unanimous vote. Vote to exit Executive Session Motion by Trustee Brennan, Second by Trustee Pare, unanimous vote.

    b. Vote to approve salary increases discussed in executive session – Motion by Trustee Post, Second by Trustee Pare, unanimous vote.

    c. Vote to approve temporary stipends for Employee Associate ID B9149ED4X and Employee Associate ID 236093Z1T - Motion by Trustee Pare, Second by Trustee Post, unanimous vote.

d. Authorized Village Administrator to execute proposal to replace a water valve on Palmer Avenue. Motion by Trustee Fanelli, Second by Trustee Pare, unanimous vote.

e. Authorized Village Administrator to award the 2024 paving contract (joint bid w/the Pelhams). Motion by Trustee Pare, Second by Trustee Post, unanimous vote.