

**RESOLUTION 2014-104  
APPROVAL OF VILLAGE MEMBERSHIP TO SUSTAINABLE WESTCHESTER**

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

**RESOLVED**, to approve the Village of Irvington becoming a member of Sustainable Westchester and authorizing the Village Treasurer to pay the 2015 membership dues in the amount of \$1,000.

The vote resulted as follows:

AYES:           5       (Mayor Smith, Trustees Kehoe, Gilliland, Montgomery, Woll)  
NAYS:           0

**STATE OF NEW YORK**

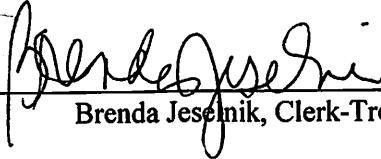
**COUNTY OF WESTCHESTER**

}  
}  
}  
}

ss:

I, Brenda Jeselnik, Clerk-Treasurer of the Village of Irvington, County of Westchester, State of New York do hereby certify that I have compared the foregoing copy of this Resolution with the original on file in my office, and that the same is a true and correct transcript of said original Resolution and of the whole thereof, as duly adopted by said Village Board of Trustees at a meeting duly called and held at the Village of Irvington on October 6, 2014 by the required and necessary vote of the members to approve Resolution.

WITNESS my hand and the official seal of the Village of Irvington, NY, this 2nd day of March 2020.

  
\_\_\_\_\_  
Brenda Jeselnik, Clerk-Treasurer





**SUSTAINABLE  
WESTCHESTER**  
Sharing. Saving. Solutions.

**INVOICE**

DATE: 24-Jan-19

To:  
Village of Irvington  
85 Main Street  
Irvington, NY 10533

Payment Terms
30 days

Item Description	Total Amount
2019 Membership Dues	\$1,000.00
<b>Total</b>	<b>\$1,000.00</b>

MAKE CHECKS PAYABLE TO: SUSTAINABLE WESTCHESTER, INC. AND MAIL TO:

**PLEASE NOTE OUR NEW ADDRESS**

Sustainable Westchester, Inc.  
55 Maple Avenue  
Mount Kisco, NY 10549  
Attn: Jenna Amundsen

For questions, please contact Jenna Amundsen 914-242-4725, ext 103 :

**RESOLUTION 2016-032  
APPROVAL OF DEFAULT ELECTRIC SUPPLY FOR THE WESTCHESTER SMART POWER  
PROGRAM**

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

**RESOLVED** to choose the “green” option as the default electric supply for Irvington residents under the Westchester Smart Power Program.

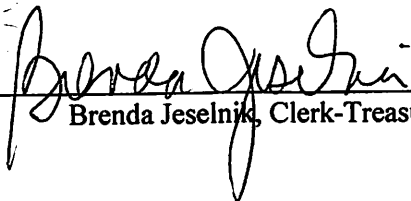
The vote resulted as follows:

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

STATE OF NEW YORK }  
 }  
COUNTY OF WESTCHESTER } ss:  
 }

I, Brenda Jeselnik, Clerk-Treasurer of the Village of Irvington, County of Westchester, State of New York do hereby certify that I have compared the foregoing copy of this Resolution with the original on file in my office, and that the same is a true and correct transcript of said original Resolution and of the whole thereof, as duly adopted by said Village Board of Trustees at a meeting duly called and held at the Village of Irvington on March 16, 2016 by the required and necessary vote of the members to approve Resolution.

WITNESS my hand and the official seal of the Village of Irvington, NY, this 2nd day of March 2020.

  
\_\_\_\_\_  
Brenda Jeselnik, Clerk-Treasurer





New York State Department of  
**TAXATION and FINANCE**  
OTPA Sales Tax Exempt Organizations Unit  
Building 9 Room 154  
W.A. Harriman Campus  
Albany, NY 12227

October 9, 2008

Village of Irvington  
85 Main Street  
Irvington, NY 10533

Dear Sir or Madam:

The Tax Law exempts New York State governmental entities such as your organization, Village of Irvington, from the payment of New York State sales and use taxes on their purchases. In order to make tax exempt purchases, a New York State governmental entity must present vendors with the entity's official purchase order or other documentation (e.g., payment voucher, contract of sale, Form AC 946, *Tax Exemption Certificate*, Form ST-129, *Exemption Certificate - Tax on occupancy of hotel rooms*, etc.) which indicates that the purchaser is a New York State governmental entity.

**Tax exemption numbers and Form ST-119.1, *Exempt Organization Exempt Purchase Certificate*, are not issued to New York State governmental entities.** If a vendor requests a tax exemption number or Form ST-119.1, *Exempt Organization Exempt Purchase Certificate* from you, the Village of Irvington may give the vendor a copy of this letter. This will assure the vendor that a governmental purchase order, or other evidence that the Village of Irvington is the purchaser, is the only documentation the vendor needs in order to not collect sales tax.

New York State Department of Taxation and Finance  
OTPA-Technical Services Bureau  
Sales Tax - Exempt Organizations Unit  
Building 9, Room 154  
W.A. Harriman Campus  
Albany, NY 12227  
(518) 457-2782



03/07/17 12:32 PST  
5006 KINGSTON NISSAN

**ORDERS      INQUIRY      TRADES      REPORTS**

**Vehicle Detail**

[Search for another Vehicle](#)

Order #: MX28538  
DEALER FIRM, SUPL

**Current Configuration**  
17017  
2017 LEAF S 4DR CVT

KAD-G  
gun metallic, black

	Invoice	MSRP
BASE	\$29,064	\$30,680
CHA charge package	\$1,554	\$1,770
FL2 floor mats and ca	\$154	\$200
SGD splash guards	\$148	\$190
50S 50 state emission	\$0	\$0
Destination & Handling Charge	\$865	\$865
<b>Total</b>	<b>\$31,785</b>	<b>\$33,705</b>

**Vehicle Information**

Order #: MX28538  
Ordered On: 03/01/2017  
Ratl Ship Date:  
Ratl Receive Date:  
Wholesale Date:  
Original ETA: MAR29-APR12  
Current ETA: MAR29-APR12  
Vehicle Status: SEA INTRANSIT  
RDR Date:  
Dealer: 26-5006  
KINGSTON NISSAN  
NORM PEARSON

VIN: ~~1N4BZ0CP1HC306440~~  
Production Month: 03/2017  
Manufacture Date: 03/13/2017  
Shipping VPC: 65  
Location Status: SIT

Dealer Details: 845-338-3100  
140 ROUTE 28  
KINGSTON NY 12401

Pre-Sold Customer



Do not show this vehicle in Locator Search results or allow any Trade activity

**Trades**

N/A

[Logout](#)

[Help](#)

Copyright

**NISSAN**  
V3.0



**Office of  
General Services**

**ANDREW M. CUOMO**  
Governor

**ROANN M. DESTITO**  
Commissioner

March 7, 2017

*Sent via email to gmcevoy@kingstonnissan.net*

George McEvoy  
Kingston Automotive LLC  
140 NY-28  
Kingston, NY 12401

RE: Award 22898, Mini-Bid #17020175 for Small Cars

Dear Mr. McEvoy,

Thank you for submitting a response to the above referenced Mini-Bid conducted via the New York State Office of General Services (OGS) Vehicle Marketplace. Based on an evaluation of the responses submitted, OGS is making a tentative award to Kingston Automotive LLC with respect to the above referenced Mini-Bid. It is the intention of OGS to issue a Purchase Order for the following awarded vehicle(s).

Mini-Bid #	Vehicle Awarded	Number of Vehicles
17020175	2017 Nissan Leaf	5

This designation is tentative pending successful completion of the Purchase Order process. A Purchase Order will be presented under separate cover upon timely receipt of the information requested below, and receipt of all necessary internal approvals. Be advised that a Purchase Order will not be issued until receipt of all necessary approvals. No action shall be taken by a tentative awardee until receipt of a Purchase Order; any actions taken prior to receipt of a Purchase Order are at vendor's sole risk and expense.

In accordance with Contract Section II.12 *Procurement Method*, Paragraph C *Vehicle Marketplace*, please provide this office with a final order date for the vehicles.

Sincerely,

Michael Matthews  
Director of Fleet Management  
W.A. Harriman State Office Campus  
Building 18  
Albany, NY 12226  
(518) 457-1744  
fleet.admin@ogs.ny.gov





**IMPORTANT  
SANITATION AND  
RECYCLING  
NEWS**

Dear Resident,


Irvington's Sanitation and Recycling calendar is now online! **Westchester Trash and Recycling** is available for iPhone or Android and there's also a website tool.

- Set up collection reminders
- Receive service alerts
- Print a personalized calendar
- Find out how to dispose of just about anything!

[www.irvingtonny.gov/sanitation](http://www.irvingtonny.gov/sanitation)

You will not be receiving a printed sanitation calendar in the mail. If you need further assistance, just give us a call at **914.591.4356** and we will be happy to help.

Brian C. Smith  
Mayor

In partnership with  **WESTCHESTER**

**Service Agreement**

**for**

**Waste & Recycling Communications  
Platform**

**for the**

**Village of Irvington**

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## **Agreement**

THIS AGREEMENT FOR SERVICE entered into as of this 23<sup>rd</sup> day of October, 2018, by and between Sustainable Westchester, having its principal place of business at 55 Maple Avenue, Mount Kisco, NY 10549 (hereafter referred to as "SW"), and the Village of Irvington, 85 Main St., Irvington, NY 10533, a municipal government in the Westchester County, in the state of New York, (hereafter referred to as "the Client").

WHEREAS, SW offers services to implement and support the Client's waste and recycling communications platform with software provided to SW by ReCollect Systems Inc. (the "Program");

and

WHEREAS, the Client desires to retain the services of SW to render services with regard to the structure and scope as outlined according to the terms and conditions herein.

WHEREAS, Neha Dhanik will be the primary representative on behalf SW and the project coordinator for implementing the agreed upon services for the Client.

NOW, THEREFORE, In consideration of the mutual covenants and promises made by the parties hereto, SW and the Client (individually, each a "Party" and collectively, the "Parties") covenant and agree as follows:

### **1. Contract Term and Termination**

1.1 This Agreement shall become effective upon signing by both Parties. The initial term shall be 2 years commencing November 1, 2018 (the "Effective Date"). This Agreement shall automatically renew at the expiry of the Initial Term or the then-current Renewal Term for additional two (2) year periods (each a "Renewal Term"), unless a party provides written notice of termination to the other party at least 30 days before the end of the Initial Term or the then-current Renewal Term, as applicable. The "Term" shall mean the Initial Term and any Renewal Terms.

At least 3 months prior to the end of the Term, SW shall provide Client with a report of work done by SW during the immediately prior Term, whereupon, Client shall determine whether it wishes to renew the Term.

Either party may terminate this Agreement immediately by written notice to the other party, if the other party becomes insolvent or bankrupt, or if any proceeding is commenced by a person in good faith seeking to adjudicate the other party a bankrupt or insolvent or with respect to the other party's liquidation, dissolution, winding-up or the appointment of a receiver in respect of the other party.

1.2 No termination of this Agreement will affect any rights, remedies or liabilities of either party that may have accrued before the date of termination.

## 2. Subcontract and Multi-Municipal Structure

SW will act as the intermediary contractor and administrator on behalf of the Client and all other municipalities participating in the Program pursuant to a separate agreement between SW and ReCollect Systems Inc. (“ReCollect”). The Agreement between SW and ReCollect is attached for reference as Appendix [I]. In addition to supplying ReCollect’s technology, SW will provide supporting services such as managing the overall Program and updating the platform’s content as outlined in more detail in section 3.

Client shall provide SW with the name and contact information for a municipal staff person who will be the point of contact with SW for the Program. SW will provide such contact person with administrative access to the platform’s dashboard that will be accessible by all other municipal participants as well as the SW administrator. Such access will allow Client’s contact person to modify Client’s trash and recycling data such as collection routes and maps, to draft and send messages and service alerts to Client’s residents, and review and download the usage and interaction metrics generated by this platform. It is the Client’s responsibility to notify SW of any changes to the contact person or their contact details.

## 3. Scope of Services

SW agrees that it shall provide following deliverables to the Client, as outlined in **Table 1**:

**Table 1**

<b>Service Deliverables (1<sup>st</sup> year)</b>
1. Municipal trash and recycling collection data transfer onto the new platform.
2. Basic Recyclopedia content showing information typically found on municipality’s website or recycling brochures. The Recyclopedia/Waste Wizard will feature recycling, reuse, and donation places, sorted by distance for up to 50 most common household items.
3. Data testing to ensure accuracy and ease of understanding.
4. Training of the municipal staff assigned to be the municipal contact /administrator.
5. Grant application support to help municipalities and SW offset costs to build and maintain this program.

<b>Service Deliverables (2<sup>nd</sup> year onwards)</b>
1. Municipal trash and recycling collection data file transfer onto the new platform.
2. Data testing to ensure accuracy and ease of understanding.
3. (Re)Training of municipal staff assigned to be the program contact/administrator, as needed.
4. Maintenance/Update support for the following: Troubleshooting, Recyclopedia updates, Recycling campaigns design & creation, Report generation, Recommending new recycling programs based on metrics.

<b>Service Deliverables (Pending further funding availability)*</b>
1. Detailed Recyclopeda that has information about where to donate, repair, recycle or dispose for over 400 items commonly found in household or work places.
2. Promotion support for wider platform adoption (Promotional graphic design, Promo videos, Promo messages creation for various media channels etc.)
*The program as originally proposed in full had assumed a certain minimum level of participation rate (approximately 20 municipalities). With 11 municipalities agreeing to participate so far, SW has sufficient leverage to start the program and include all essential support. We hope that as more municipalities and the County will join in the near future, SW and the 11 municipalities currently participating in the program will be fully prepared to implement additional support services such as those listed above.

- **Servers and Downtime.** SW’s technology vendor, ReCollect, shall ensure its servers are monitored at all times, and take immediate remedial action if its servers are down or use of the platform is otherwise unavailable. SW shall give the Client reasonable advance notice of any planned downtime by ReCollect, and such downtime will be scheduled during off-peak times of the week, no more than 8 hours per month.
- **Suspension of access.** Upon the Client’s request, SW will have general access or the access of any specific persons immediately suspended or disable access to the Services, and, upon the Client's request, restore such access.
- **Support and Training.** Support hours shall be available to each Client for up to 25 hours per year (includes data imports, data exports, testing, route changes, creating recycling campaigns, update Recyclopeda). In addition, training hours shall be available to each Client for up to 2 hours per year.
- **Scope of services not covered by SW.** Emergency messaging to notify residents of failed pickups due to weather or mechanical breakdowns etc. will not be serviced by SW. The municipal staff admin will be trained by SW to execute these functions.

## 4. Fees and Payment Terms

**Fees:** In consideration for the Services the Client shall pay SW \$1,900 per year, plus any applicable Taxes, during the Term. Fees are based on SW Services purchased for a population size of 6,606 residents, and not actual usage. Payment obligations are non-cancellable and Fees paid are non-refundable. Quantities purchased cannot be decreased during the Term.

### Payment terms:

- **Inflation.** The Fees will increase on each one-year anniversary of the Effective Date by the rate of CPI inflation as defined by the United States Bureau of Labor Statistics.

- **Payment terms.** The Client will pay the annual fees to SW upon execution of this Agreement. Subsequent payments will be due on one-year anniversary of the Effective Date. All payments will be due 30 days following the date of SW's invoice. The Client is responsible for providing SW with complete and accurate billing and contact information and notifying SW of any changes to such information.

When sending invoices or contacting the Licensee regarding renewals, SW should contact:

Attention:

Name: Lawrence S. Schopfer

Title: Village Administrator

Village of Irvington

Phone: 914-591-4358

Email: lschopfer@irvingtonny.gov

Address: 85 Main St., Irvington, NY 10533

- **Credit Card payments.** There is a 2.5% handling charge for accepting payment by credit card for invoices.
- **Overdue charges.** SW has the right to apply an overdue fee of 1.5% per month to accounts which are not paid by the due date.
- **Suspension of service.** If any amounts owing by the Client are 30 or more days overdue, SW may, without limiting its other rights and remedies, suspend its provision of the SW Services to the Client until such amounts are paid in full.
- **Payment disputes.** SW will not exercise its rights under section 4 if the Client is disputing the applicable charges reasonably and in good faith and is cooperating diligently to resolve the dispute.

## 5. Intellectual Property Rights in Work Product

Section 6 of the SW-ReCollect Contract (see Appendix [I]) is herein incorporated by reference as if repeated herein in full and all rights and obligations of SW thereunder shall be deemed to apply to Client herein.

## 6. Data Security, Privacy and FOIL

Section 7 of the SW-ReCollect Contract (see Appendix [I]) is herein incorporated by reference as if repeated herein in full and all rights and obligations of SW thereunder shall be deemed to apply to Client herein.

In the event that any municipality receives a FOIL request that pertains to ReCollect's technology services, or if the municipality needs assistance extracting information from the ReCollect platform to fulfill their FOIL request, SW will direct the said municipality's staff to the appropriate ReCollect staff who will then work directly with the municipality to resolve it. SW staff's involvement in handling FOIL requests will be limited to connecting the two parties as described above.



## 7. Confidentiality

Section 8 of the SW-ReCollect Contract (see Appendix [I]) is herein incorporated by reference as if repeated herein in full and all rights and obligations of SW thereunder shall be deemed to apply to Client herein.

## 8. Warranties and Disclaimer

Section 9 of the SW-ReCollect Contract (see Appendix [I]) is herein incorporated by reference as if repeated herein in full and all rights and obligations of SW thereunder shall be deemed to apply to Client herein.

## 9. Indemnification and Liability

**Indemnification:** To the fullest extent permitted by law, each party hereto shall indemnify and hold harmless the other and their respective officials, agents and employees or any of them from and against all claims, damages, losses or expenses including but not limited to attorney's fees arising out of or resulting from the performance of the agreement, provided any such claim, damage, loss or expense is caused in whole or in part by any act or omission or violation of statutory duty or regulation of the other or anyone directly or indirectly employed by it or anyone for whose acts it may be liable pursuant to the performance of the agreement. Notwithstanding the foregoing, each parties obligation to indemnify the other and the respective officials, agents and employees or any of them for any judgment, mediation or arbitration award shall exist to the extent caused in whole or in part by their negligent acts or omissions, or by the negligent acts or omissions of anyone directly or indirectly employed by them or anyone for whose acts it may be liable in connection to such claim, damage, loss and expense.

**Exclusion of consequential and related damages:** In no event shall either party be liable for lost profits, lost revenues, lost savings, or incidental, consequential, indirect, punitive or special damages howsoever arising, including without limitation arising out of SW's or ReCollect's services.

**Unavoidable Events:** No party will be regarded as being in default in performance of any obligations under this Agreement, or liable for any damages, if such party is delayed or hindered in the performance of, or unable to perform, such obligations, or such damages arise, as a consequence of an Unavoidable Event.

## 10. No Modification Unless in Writing

No modification of this Agreement shall be valid unless in a writing executed by both Parties.

**Notices:** Any notice required or permitted to be given to the parties by this agreement or by law may be delivered to the intended recipient at its address or email address at:

In the case of SW:

Neha Dhanik

Program Manager, Waste Reduction & Recycling

Sustainable Westchester, Inc.  
Phone: 914-242-4725 x108  
Email: [neha@sustainablewestchester.org](mailto:neha@sustainablewestchester.org)  
Address: 55 Maple Avenue, Mount Kisco, NY, 10549

In case of Client:

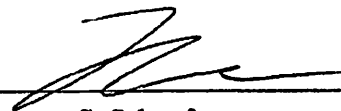
Name: Lawrence S. Schopfer  
Title: Village Administrator  
Village of Irvington  
Phone: 914-591-4358  
Email: [lschopfer@irvingtonny.gov](mailto:lschopfer@irvingtonny.gov)  
Address: 85 Main St., Irvington, NY 10533

## 11. Applicable Law

This Service Agreement and the interpretation of its terms shall be governed by and construed in accordance with the laws of the State of New York and subject to the exclusive jurisdiction of the federal and state courts located in Westchester County, New York.

IN WITNESS WHEREOF, each of the Parties has executed this Service Agreement, both Parties by its duly authorized officer, as of the day and year set forth below.

**For the Client:**

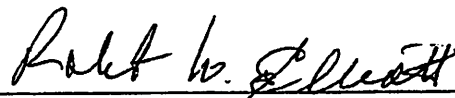
  
\_\_\_\_\_

Lawrence S. Schopfer  
Village Administrator

10/23/18  
\_\_\_\_\_

Date

**For Sustainable Westchester:**

  
\_\_\_\_\_

Robert W. Elliott  
Executive Director

11/5/18  
\_\_\_\_\_

Date

**RESOLUTION 2018-034  
AUTHORIZING PARTICIPATION IN THE SUSTAINABLE WESTCHESTER ALTERNATIVE  
FUEL PROGRAM**

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

**WHEREAS**, Article 5-G of the New York State General Municipal Law authorizes municipal corporations to enter into cooperative agreements for the performance or exercise of services, functions, powers or activities on a cooperative or contract basis among themselves or one for the other,

**WHEREAS**, Section 119-n of the General Municipal Law defines the term “municipal corporation” for the purposes of Article 5-G as a county outside the city of New York, a city, a town, a village, a board of cooperative educational services, a fire district or a school district;

**WHEREAS**, the Village of Irvington is a “municipal corporation” as defined above;

**WHEREAS**, Electric Vehicles (“EVs”)...

- ... cost 50-70% less in fuel to operate than combustion engines;
- ... have 90% fewer parts and are less expensive to maintain;
- ... produce zero emissions and reduce local air pollution;
- ... dramatically decrease greenhouse gases;
- ... are growing worldwide at an annual rate of 70% per year; and

**WHEREAS**, this Board wishes for this municipal corporation to become or to remain a Participant pursuant to the Municipal Cooperation Agreement for the Sustainable Westchester Alternative Fuel Program (the “Agreement”), among municipal corporations collectively identified as the Sustainable Westchester Alternative Fuel Program (“SW AFP”) upon the terms of the Agreement;

**NOW THEREFORE, BE IT RESOLVED** that the Board hereby determines that it is in the interests of the Village of Irvington (hereinafter “Participant”) to participate in the SW AFP, and hereby authorizes and directs the Village Administrator to sign the Agreement on Participant’s behalf and further authorizes Participant’s officers and employees to execute such other documents and take such other actions as may be necessary or appropriate to carry out the intent of this resolution; and

**BE IT FURTHER RESOLVED** that the Participant agrees to participate in future municipal cooperative bids pursuant to the Agreement and subject to subsequent approval by this Board; and

**BE IT FURTHER RESOLVED** that the Participant authorizes the Administrative Agent (as defined in the Agreement), in accordance with the requirements of the General Municipal Law to prepare, disseminate and, if necessary or desirable, advertise, an Invitation to Bid (“IFB”) for fleet/aggregate purchases of EVs and other alternative fuel equipment (collectively “AF Equipment”) and Request for Proposals (“RFPs”) containing appropriate details and bid specifications as the Administrative Agent deems appropriate to solicit offers from car dealers and manufacturers interested in offering AF Equipment purchase and/or lease solutions to Participant and its constituents, and co-marketing the availability of such solutions with Participant, or to accept or reject any or all such bids; and

**BE IT FURTHER RESOLVED** that the actions of the Administrative Agent heretofore taken on behalf of the Participant in connection with the preparation and issuance of the Request for Proposals are hereby ratified and approved; and

**BE IT FURTHER RESOLVED** that the officers and employees of Participant are authorized to execute such other documents and take such other actions as may be necessary or appropriate to carry out the intent of this resolution.

The vote resulted as follows:

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

STATE OF NEW YORK }  
 }  
COUNTY OF WESTCHESTER } ss:  
 }

I, Brenda Jeselnik, Clerk-Treasurer of the Village of Irvington, County of Westchester, State of New York do hereby certify that I have compared the foregoing copy of this Resolution with the original on file in my office, and that the same is a true and correct transcript of said original Resolution and of the whole thereof, as duly adopted by said Village Board of Trustees at a meeting duly called and held at the Village of Irvington on April 2, 2018 by the required and necessary vote of the members to approve Resolution.

WITNESS my hand and the official seal of the Village of Irvington, NY, this 2nd day of March 2020.

---

Brenda Jeselnik, Clerk-Treasurer