

**VILLAGE OF TARRYTOWN
BOARD OF TRUSTEES
WORK SESSION 6:15 P.M.
WEDNESDAY, OCTOBER 2, 2019
Tarrytown Village Hall
One Depot Plaza, Tarrytown, New York**

Board of Trustees Concerns

Open Session

1. Backyard Chickens
2. Discussion – Speed Humps Construction
3. Revoke Head-On Parking at Washington Street Lot
4. Discussion – Use of Washington Street Lot for One Day to Install Modular Home at 13 John Street
5. Resolution to Accept Grant from Thruway Authority to Relocate Fire Hydrant on Broadway away from Shared Use Path
6. Agreements (Gas, Camp, Renewal of Garage Space, Use of Recreation Facilities)
7. Electric Vehicle Charging Stations
8. Leaf Blowing
9. 31 Birch Way – License Agreement (Fence, Shrubs)
10. NYS DOT Snow and Ice Agreement
11. Engineering Intern – Extension of Work Agreement
12. Surplus Equipment

Executive Session

- A. Potential ZBA/ARB Candidates
- B. Appointment Superintendent of Public Works

**VILLAGE OF TARRYTOWN
VILLAGE ADMINISTRATOR'S OFFICE
MEMORANDUM**

TO: Richard Slingerland, Village Administrator
FROM: Josh Ringel, Assistant Village Administrator
RE: Backyard Chickens – Policy Discussion
DATE: September 23, 2019

In an effort to provide the Village Board a set of discussion points for the allowance of backyard chickens, below please find the framework for a draft policy. Should the board wish to move forward, a draft local law would be produced for their consideration.

General Policy

- Chickens – Defined as Hen (No Roosters Permitted)
- Hens to be allowed only for the purposes of egg harvesting
 - o Prohibition on commercial sale of eggs
 - o Prohibition of raising of hens for the purpose of slaughter
- Chickens limited to residential (single-family) zones only
- Chickens must be confined at all times to a chicken coop/enclosure
- Chicken coops/enclosure to exceed no more than 8 ft in height or more than 25 ft in floor area
- Setback: Minimum required per the zoning district
- Building Permit Required for Coop for accessory structure; chickens permitted upon CO
- Chickens must comply with Village Noise Code – chickens shall not be permitted to make noises such that they can be heard beyond the property on which they are harbored
- The coop shall be kept clean and free of noticeable odors across property lines
- Chicken feed must be contained indoors in metal containers to minimize infestation of rodents or predators

Tiers for Number of Chickens Allowed

- 5,000 SQFT Lot Area – 7,500 SQFT Lot Area– 2 hen limit
- 7,500 SQFT Lot Area – 9,999 SQFT Lot Area – 4 hen limit
- 10,000 SQFT Lot Area – 15,000 SQFT Lot area – 6 hen limit
- 15,000 SQFT Lot Area – 19,000 SQFT Lot Area – 8 hen limit
- 20,000+ SQFT Lot Area - 10 hen limit

Additional Points of Consideration

- Annual Permit Fee \$25 / No Fee / Right to Inspection at any time
- Requirement for Motion Lights/Infrared lights as deterrent to predators
- Revocation of permit if owner fails to mitigate: Noise, odor, any other violation.



TARRYTOWN TRAFFIC CALMING for:

MILLER PARK – Revised

Posts can be Green or Galvanized

Signs can be 24x24 or 30x30

Add Pallet Jack

Address:

3 Harriett Lane
Spring Valley, NY 10977 USA
Tel: (866) 915-6449
Fax: (844) 405-6449
Email: info@trafficlogix.com

Created Date 8/23/2019
Expiration Date 9/26/2019
Quote Number QUO-03335-Y0R8Y1xREV

Prepared By Mark Gregory
Title Senior Account Manager
Phone 866-915-6449
Email mgregory@trafficlogix.com
Address 3 Harriett Lane
Spring Valley, New York 10977
United States

Contact Name DONATO PENNELLA
Phone 9146313668
Email dpennella@tarrytowngov.com

Bill To Name

Ship to Name

Standard Features (Included) and Delivery Requirements

- Prices Shown include - Required Adhesive, Bolts and Anchors (Specified as 4" or 7")
- Color and Markings as Indicated
- Please Indicate the availability of the following as this determines the freight costs:
 1. Do You have a Loading Dock? - Yes/No
 2. Do you have a Fork Lift and Pallet Jack to unload? - Yes/No
 3. Can access be gained by a 53 foot truck for delivery? - Yes/No
 4. Is the delivery address a Construction or Military site? - Yes/No

Paladino Concrete Creations Corp
315 North MacQuisten Parkway
Tarrytown, NY 10550

Proposal

NDIS/WBE (Women Certified Business Enterprise)

Phone / 914 699-0907 Fax / 914 699-0470

Date	Proposal #
9/20/2019	8340

Name / Address

Village of Tarrytown
One Depot Plaza
Tarrytown, NY 10591
Donato R. Pennella, P.E.

linda@aconcretecreations.com

www.aconcretecreations.com

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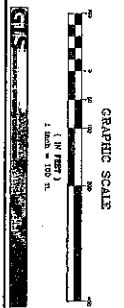
Project

Miller Park

Item	Description	Total
Asphalt	Installation of 6 Speed Humps throughout Miller Park Neighborhood: Cost to mill in Key-way and install speed hump using 6F Top Course as per plan sheet MP-5 Detail 2 ALTERNATES: Cost to install surface mounted speed humps using 6F Top Course as per plan sheet MP-5 with no milling and no Key-way will be \$24,000.00 This application will only be temporary and not the proper installation process. Cost to install ONLY Cushion speed humps as per plan sheet MP-5 will be \$18,500.00	27,000.00
Total		\$27,000.00

Signature _____

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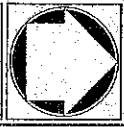
No.	Description	Date	By
1	DESIGNED FOR WATER EXCHANGE	05/07/2003	JP
2	REVISED FOR WATER EXCHANGE	05/07/2003	JP
3	REVISED FOR WATER EXCHANGE	05/07/2003	JP
4	REVISED FOR WATER EXCHANGE	05/07/2003	JP
5	REVISED FOR WATER EXCHANGE	05/07/2003	JP
6	REVISED FOR WATER EXCHANGE	05/07/2003	JP
7	REVISED FOR WATER EXCHANGE	05/07/2003	JP
8	REVISED FOR WATER EXCHANGE	05/07/2003	JP
9	REVISED FOR WATER EXCHANGE	05/07/2003	JP
10	REVISED FOR WATER EXCHANGE	05/07/2003	JP

ANALYSIS OF THE MILLER PARK NEIGHBORHOOD TRAFFIC CALMING PROJECT. THE ANALYSIS WAS CONDUCTED BY JMC AND THE RESULTS ARE SHOWN ON THE ATTACHED MAPS. THE ANALYSIS WAS CONDUCTED IN ACCORDANCE WITH THE NEW YORK STATE DEPARTMENT OF TRANSPORTATION'S TRAFFIC CALMING GUIDELINES.

MP-1

**MILLER PARK NEIGHBORHOOD
OVERALL LAYOUT PLAN**

TARRYTOWN TRAFFIC CALMING
VILLAGE OF TARRYTOWN, NEW YORK



JMC

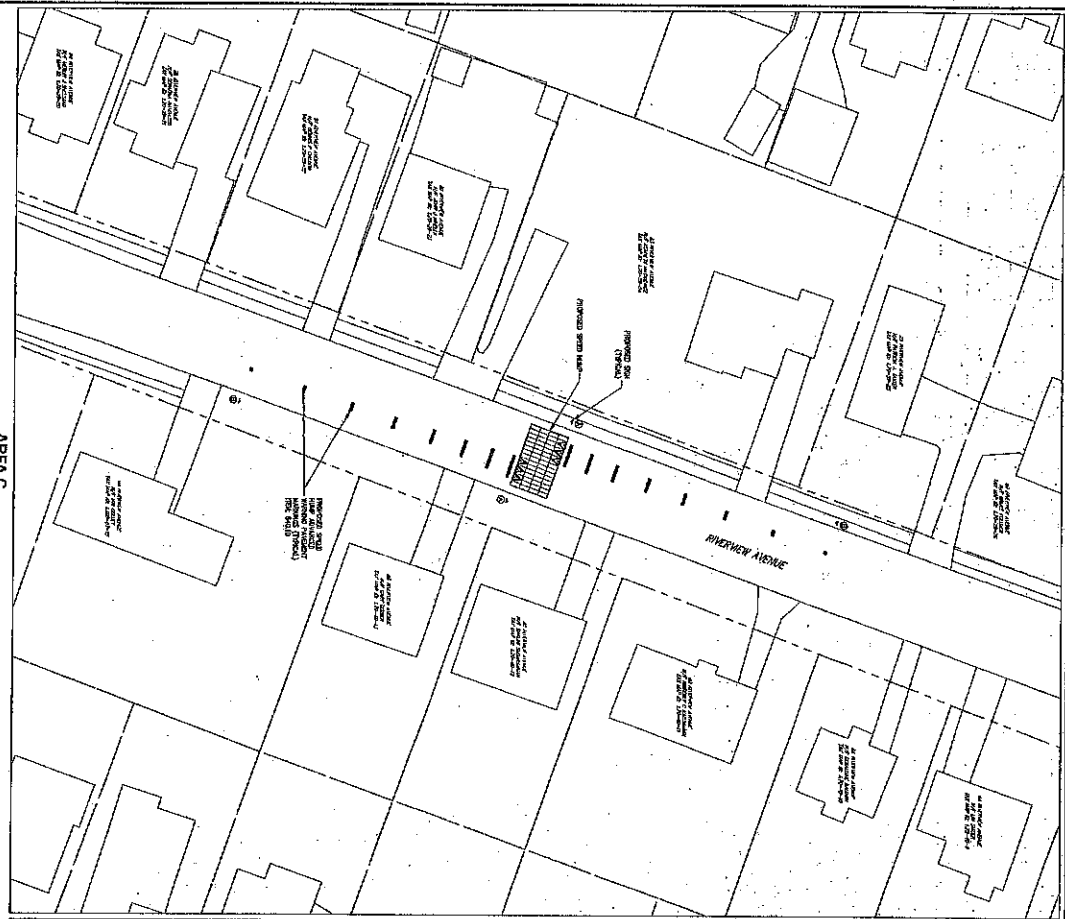
JMC Planning, Engineering, Landscape
Architecture & Land Surveyors, PLLC
JMC Site Development Consultants, LLC
JMC Urban Consulting, Inc.
100 WALL STREET SUITE 2000 - NEW YORK, NY 10038
PHONE: 212 213 2125 - FAX: 212 213 2127
WWW.JMCPINC.COM

PREPARED FOR:
VILLAGE OF TARRYTOWN
ONE DEPOT PLAZA
TARRYTOWN, NY 10591

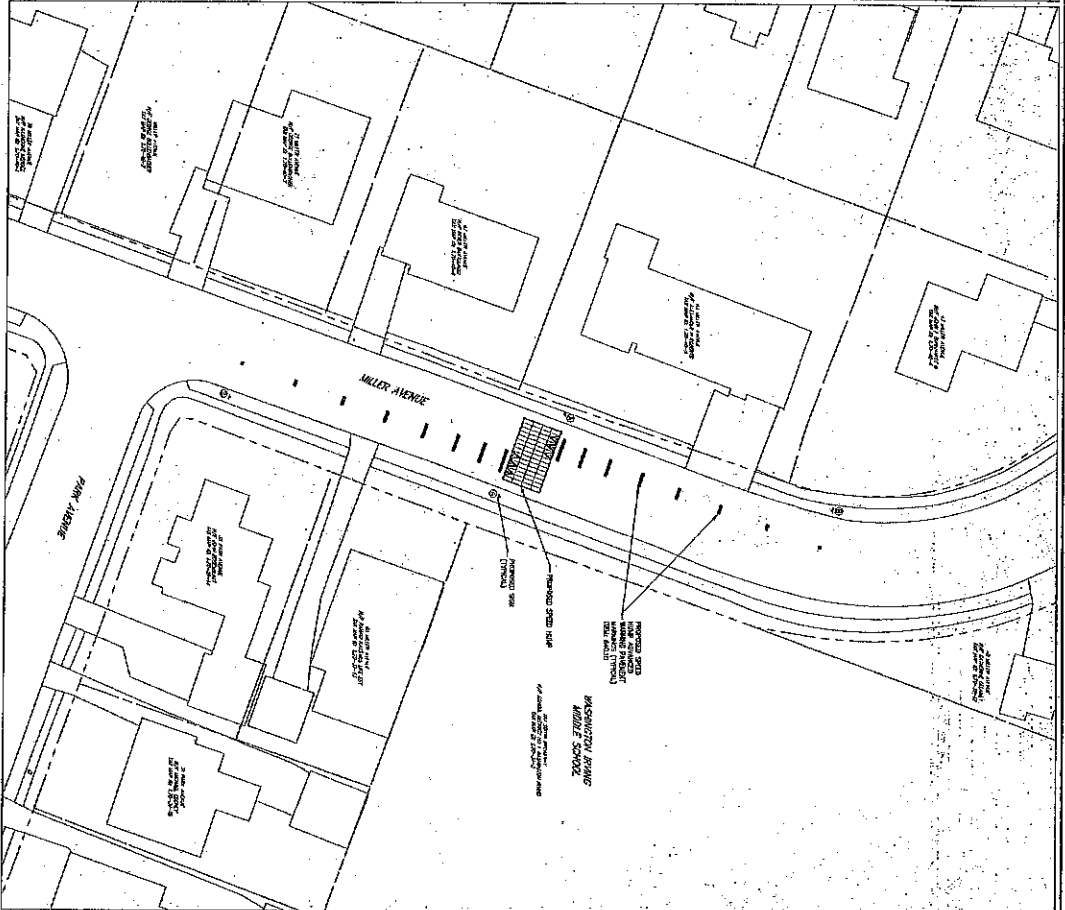
SIGN TABLE

Category	Sign	Size	Material	Color	Mounting	Notes
A	STOP	30" x 30"	ALUMINUM	WHITE	POST	STANDARD
	YIELD	30" x 30"	ALUMINUM	WHITE	POST	STANDARD
	NO LEFT TURN	30" x 30"	ALUMINUM	WHITE	POST	STANDARD
	NO RIGHT TURN	30" x 30"	ALUMINUM	WHITE	POST	STANDARD
B	NO PARKING	30" x 30"	ALUMINUM	WHITE	POST	STANDARD
	NO STOPPING	30" x 30"	ALUMINUM	WHITE	POST	STANDARD
	NO STANDING	30" x 30"	ALUMINUM	WHITE	POST	STANDARD
	NO TRUCKS	30" x 30"	ALUMINUM	WHITE	POST	STANDARD

AREA C

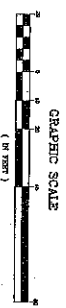


AREA D



NOTES

1. ALL PROPOSED CHANGES TO THE EXISTING PLAN SHALL BE IN ACCORDANCE WITH THE VILLAGE OF TARRYTOWN TRAFFIC CALMING GUIDELINES AND THE VILLAGE OF TARRYTOWN TRAFFIC CALMING ORDINANCE.



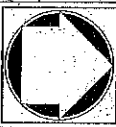
REVISIONS

No.	Description	Date	By
1	ISSUED FOR VILLAGE COUNCIL	05/07/2010	NSA

APPROVED FOR THE VILLAGE OF TARRYTOWN
TARRYTOWN TRAFFIC CALMING
VILLAGE OF TARRYTOWN, NEW YORK

MP-3

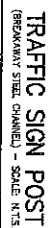
**MILLER PARK NEIGHBORHOOD
LAYOUT PLAN C & D**
TARRYTOWN TRAFFIC CALMING
VILLAGE OF TARRYTOWN, NEW YORK



JMC

JMC Planning, Engineering, Landscape
Architecture & Land Surveying, LLC
JMC Site Development/Civil/Utility, LLC
John Meyer Consulting, Inc.
120 BEDFORD ROAD • CROTON, NY 10506
PHONE 914.272.5025 • FAX 914.272.2187
www.jmcpllc.com

VILLAGE OF TARRYTOWN
ONE DEPOT PLAZA
TARRYTOWN, NY 10591



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[illegible]

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AGREEMENT

THIS AGREEMENT (the "**Agreement**") is made and entered into as of the ____ day of October, 2019 by and among **the Village of Tarrytown (the "Village")**, a New York State Municipality having an address of One Depot Plaza, Tarrytown, New York 10591, **Tappan Zee Constructors, LLC ("TZC")** having an address for the conduct of business located 555 White Plains Road, Suite 400, Tarrytown, New York 10591, and **TULIS WILKES HUFF & GEIGER LLP ("Escrow Agent")** having an office for the conduct of business located at 220 White Plains Road, Second Floor, Tarrytown, New York 10591.

WITNESSETH:

WHEREAS, the Village is a village municipality located in Westchester County, New York;

WHEREAS, for the benefit of the New York State Thruway Authority ("**NYSTA**") as owner pursuant to Contract D214134 ("**DB Contract**"), TZC is designing and constructing a replacement for the Tappan Zee Bridge (the "**New NY Bridge Project**");

WHEREAS, pursuant to the DB Contract, NYSTA has created a community benefit program (the "**Community Benefit Program**") pursuant to which TZC has created a Ten Million (\$10,000,000.00) Dollar Community Benefit Program Fund (the "**CBF**"), which, among other things, is to be used to pay to help (i) preserve and rehabilitate local infrastructure in the area of the New NY Bridge Project, (ii) improve road safety features for all users accessing the New NY Bridge, and (iii) positively impact the quality of life for local communities, which CBF is

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efforts, the written approval by NYSTA of this Agreement has not occurred within fifteen (15) days after the date of execution of this Agreement, then this Agreement shall be null and void and the parties shall have no obligation to each other hereunder unless otherwise mutually agreed to by the parties in writing. The date upon which NYSTA approves this Agreement in writing shall be the "Effective Date".

2. On or before five (5) days after the Effective Date, TZC shall pay to the Escrow Agent the TZC Funds in the total amount of Fifty Thousand (\$50,000.00) Dollars via wire transfer pursuant to the wire instructions set forth on Exhibit A attached hereto, which TZC Funds shall be held in escrow by the Escrow Agent and shall be released from escrow and disbursed by the Escrow Agent as provided for herein.

3. Subject to the provisions of this Agreement, the TZC Funds shall be paid to the Village upon its request and shall be used by the Village solely to pay for the costs and expenses, both internal and external, of designing, procuring, performing and completing the Hydrant Replacement Work. Neither TZC, NYSTA, nor the Escrow Agent make any representation or warranty of any kind that the TZC Funds will be sufficient to pay for all of the costs and expenses to design, procure, perform and complete the Hydrant Replacement Work. Neither TZC, NYSTA, nor the Escrow Agent shall have any liability of any kind to the Village if the TZC Funds are not sufficient to pay for all the costs and expenses of designing, procuring, performing and completing the Hydrant Replacement Work. If the actual amount of costs and expenses needed to fully design, procure, perform and complete the Hydrant Replacement Work exceeds \$50,000.00, then the Village shall be responsible for and agrees to fund and pay any additional moneys which may be required to pay for the costs and expenses needed to fully

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is not otherwise in default of its obligations under this Agreement, then the Escrow Agent, on or before October 28, 2019 shall pay the said Disbursement Request to the Village.

E. No payment shall be made by the Escrow Agent to the Village from the TZC Funds unless NYSTA and TZC have provided to the Escrow Agent, on or before October 16, 2019, a written authorization to pay such monies, which TZC authorization shall not be unreasonably withheld nor delayed provided NYSTA's authorization has been received by TZC. Any portion of the TZC Funds still being held by the Escrow Agent on October 29, 2019 shall immediately be released from escrow, and shall be repaid by the Escrow Agent to TZC.

5. The Village hereby represents and warrants to TZC and to the Escrow Agent that (i) this Agreement, and the Village's entering into this Agreement, have been approved by the Village Board of the Village of Tarrytown, and all actions required to be taken by the Village in order for the Village to enter into this Agreement have been taken, (ii) upon execution by the Village of this Agreement, it will constitute a valid, legal and binding obligation of the Village, enforceable pursuant to its terms, and (iii) no third-party approval of this Agreement is required for the Village to enter into this Agreement and to perform its obligation hereunder.

6. The Village agrees that the fact that TZC and the Escrow Agent are entering into this Agreement cannot and will not be used by the Village in any legal proceedings for any purpose whatsoever, except to enforce the terms and conditions of this Agreement. In the event that the Village breaches this Agreement, damages for any and all breaches of this Agreement by the Village shall be limited to direct damages suffered by the non-defaulting party, not to exceed the amount of the TZC Funds that have been disbursed to the Village. In

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reasonable attorney's fees (i) shall not apply to attorney's fees charged by the Escrow Agent for services rendered with regard to the Escrow Agent's performance of its normal day to day administration of its duties pursuant to this Agreement, which said legal fees relating to its normal day to day administration shall be paid to Escrow Agent by TZC, and (ii) shall not apply with regard to a proceeding in which the Escrow Agent has been found to be grossly negligent or committed willfully misconduct), in any fashion relating to the design, performance or completion of the Hydrant Replacement Work, or the maintenance, repair or replacement of the Hydrant Replacement, or any other matter in any fashion relating to the Hydrant Replacement Work or caused by the existence of the Hydrant Replacement Work. The provisions of this Paragraph 9 shall survive the expiration or termination of this Agreement. The indemnification provisions of this Paragraph 9 shall in no fashion be limited by the provisions of Paragraph 6 of this Agreement.

10. If the Escrow Agent receives written notice or demand (the "**Demand**"), other than a Disbursement Request, from TZC or the Village (the "**Demanding Party**") to release any of the TZC Funds from escrow to any entity, prior to releasing any of the TZC Funds to the Village, the Escrow Agent shall provide written notice to the non-Demanding Party (the "**Escrowee's Notice**") of its receipt of a Demand (along with a copy of the Demand), and if, on or before ten (10) days after receipt by the non-Demanding Party of the Escrowee's Notice, the non-Demanding Party provides written notice (the "**Hold Notice**") to the Escrow Agent and to the Demanding Party directing the Escrow Agent to continue to hold the TZC Funds in escrow, then the Escrow Agent shall not release the TZC Funds from escrow but instead shall continue to hold the TZC Funds in escrow unless and until the TZC Funds are released from escrow

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c. May consult with counsel of its own choice and shall have full and complete authorization and protection for any action taken or suffered by it hereunder in good faith and in accordance with the reasonable opinion of such counsel.

d. Shall not be liable for any mistake of fact or error of judgment or acts or omissions of any kind, or any acts of God, including, without limitation, fires or other natural catastrophes, unless caused by the willful misconduct or gross negligence of the Escrow Agent.

e. May, in the event of reasonable doubt as to its duties or liabilities under the provisions of this Agreement, in its sole discretion, continue to hold the TZC Funds until TZC and the Village direct the Escrow Agent in a writing signed by TZC and the Village, and the Escrow Agent may file an action in interpleader with the New York State Supreme Court, Westchester County to resolve any disagreement and may deposit the TZC Funds with the Clerk of the New York State Supreme Court, Westchester County. In consideration of its acceptance of the appointment as Escrow Agent, the Escrow Agent shall be and is hereby indemnified and held harmless by TZC for all costs and expenses, including reasonable attorneys' fees, in any fashion incurred by the Escrow Agent in connection with the aforesaid interpleader action. The indemnifications for the benefit of the Escrow Agent and other rights and remedies of the Escrow Agent contained within this Agreement shall survive the termination of this Agreement.

f. Shall be under no obligation to advance any of Escrow Agent's own funds in connection with the maintenance or administration of the Account, the TZC Funds or this Agreement, nor to institute or defend any action, suit or legal proceeding in connection herewith, or to take any other action likely to involve the Escrow Agent incurring expense,

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Agent's performance of its normal day to day administration of its duties pursuant to this Agreement, which said legal fees relating to its normal day to day administration shall be paid to Escrow Agent by TZC, and (ii) shall not apply with regard to a proceeding in which the Escrow Agent has been found to be grossly negligent or has committed willful misconduct), incurred before, during and after trial, and on appeal and in bankruptcy or administrative proceedings and court costs incurred by reason of its acting as an escrow agent hereunder, or actions taken pursuant hereto, provided such actions are in accordance with this Agreement. The indemnifications for the benefit of the Escrow Agent contained within this Agreement shall survive the termination of this Agreement.

15. Any notice, demand, consent, approval, direction, agreement or other communication (any "**Notice**") required or permitted hereunder (other than Notices which may be given by email as provided for herein) shall be in writing and shall be validly given if sent by a nationally recognized overnight courier service (for example, Federal Express), delivered personally by a reputable courier that obtains receipts, or mailed by United States mail, certified or registered mail, return receipt requested, adequate postage prepaid, addressed as follows to the person entitled to receive the same:

A. If to TZC, LLC:

TAPPAN ZEE CONSTRUCTORS, LLC
555 White Plains Road, Suite 400
Tarrytown, New York 10591
Attn: Sam Choy

With copy to:

TAPPAN ZEE CONSTRUCTORS, LLC
555 White Plains Road, Suite 400

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deliver because of a changed address of which no notice was given shall be deemed to be the receipt of the notice sent. Any party shall have the right from time to time to change the address or individual's attention to which notices to it shall be sent by giving the other parties hereto at least ten (10) days' prior written notice thereof in accordance with the terms of this Paragraph 15.

16. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

17. This Agreement cannot be altered, amended, modified, terminated or discharged (collectively, a "Change") except in a writing signed by the party or parties against whom enforcement of such alteration, amendment, modification, termination or discharge is sought, and no Change will be effective unless approved in writing or by email by the NYSTA.

18. All of the parties hereto jointly and severally irrevocably agree that any action or proceeding arising out of or relating to this Agreement (an "Action") shall be brought in, heard by, and determined in a New York court of competent jurisdiction located in Westchester County, New York (the "Court") and each of the parties hereto hereby irrevocably submit to the jurisdiction of such Court. Notwithstanding the above, this Agreement shall not serve as a submission to jurisdiction of any party in any action other than an Action. All of the parties hereto jointly and severally, hereby irrevocably waive, to the fullest extent that they may effectively do so, the defense of an inconvenient forum to the maintenance of any Action in the Court. Each of the parties hereto agree that any summons or complaint or any other process in any Action may be served by mailing to any of the addresses set forth herein or by

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FILED BY ANY PARTY HERETO, WHETHER IN CONTRACT, TORT OR OTHERWISE, RELATING TO THIS AGREEMENT.

22. The Escrow Agent may resign and be discharged from its duties hereunder at any time by giving written notice of such resignation to TZC and the Village specifying a date when such resignation shall take effect (which date shall be no fewer than thirty (30) days after the date of mailing or other delivery of such notice). Upon receipt of such notice, TZC shall appoint a successor escrow agent, such successor to become Escrow Agent pursuant to this Agreement upon the resignation date specified in the subject notice and the transfer to it of the TZC Funds then being held in escrow. Upon acceptance of appointment by a successor escrow agent and transfer of the TZC Funds then being held in escrow to such successor escrow agent, the resigning Escrow Agent shall be released from any further obligations hereunder, but the provisions of Paragraph 9, Paragraph 12(f) and Paragraph 14 of this Agreement with respect to the Escrow Agent shall survive the termination of this Agreement and the Escrow Agent's resignation or discharge.

23. The persons executing this Agreement on behalf of the parties to this Agreement hereby represent that they are properly authorized to execute this Agreement on behalf of the party for whom they are signing.

24. Escrow Agent or any member or employee thereof shall be permitted to act as counsel for TZC in any dispute as to the disbursement of the TZC Funds, any other dispute among the parties, and as to any other matter, whether or not Escrow Agent is in possession of the TZC Funds and continues to act as Escrow Agent.

Public Schools of the Tarrytowns



ADMINISTRATIVE OFFICES 200 North Broadway • Sleepy Hollow, New York 10591 914-631-9404 Fax 914-332-6283

Daniel T. McCann, Ed.D.
Interim Superintendent of Schools
914-631-9404
email – dmccann@tufsd.org

Pamela T. Rourke
Director of Human Resources
914-631-9406
email – prourke@tufsd.org

John J. Staiger, Jr.
Assistant Superintendent for Business
914-631-9401
email – jstaiger@tufsd.org

RECEIVED

JUN 6 2016

June 1, 2016

TARRYTOWN VILLAGE
ADMINISTRATOR

Mr. Michael S. Blau
Village Administrator
Village of Tarrytown
One Depot Plaza
Tarrytown, New York 10591-3605

Re: Agreement – School Bus Repair Facility

Dear Mr. Blau:

Enclosed please find one original facility lease agreement to provide space in the Village of Tarrytown's DPW facility for use of our school district's school bus repair purposes for the term July 1, 2016 through June 30, 2018.

Thank you.

Sincerely,

Catherine Lia
Sr. Office Assistant/Deputy Treasurer

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The rental rates noted above are subject to an annual increase of 2.0% or the CPI of the preceding calendar year – whichever is greater. The annual rental increase shall be reflected on the rental due the first day of July beginning in calendar year 2012.

Occupancy:

2. Tenant shall use and occupy demised premises solely for the maintenance of vehicles owned or leased by the Union Free School District of the Tarrytowns and for no other purpose.

Tenant Alterations:

3. Tenant shall make no changes of any nature in or to the demised premises without the written consent of Owner, which consent shall not be unreasonably withheld or delayed.

Maintenance and Repairs:

4. Tenant shall, throughout the term of this lease, take good care of the demised premises and the fixtures and appurtenances therein. Tenant shall be responsible for all damage or injury to the demised premises whether requiring structural or nonstructural repairs caused by or resulting from carelessness, omission, neglect or improper conduct of Tenant, Tenant's subtenants, agents, employees, invitees or licensees, or which arise out of any work, labor, service or equipment done for or supplied to Tenant. Tenant shall promptly make, at Tenant's expense, all repairs in and to the demised premises for which Tenant is responsible. Any other repairs in or to the facilities and systems thereof for which Tenant is responsible shall be performed by Owner at the Tenant's expense. Owner shall maintain in good working order and repair the demised premises. Tenant agrees to give prompt notice of any defective condition in the premises for which Owner may be responsible hereunder. There shall be no allowance to Tenant for diminution of rental value and no liability on the part of Owner by reason of inconvenience, annoyance or injury to business arising from Owner or others making repairs, alterations, additions or improvements in or to any portion of the demised premises or in and to the fixtures, appurtenances or equipment thereof, provided that tenant is not unable to use the demised premises for more than two (2) consecutive twenty-four (24) hour periods in one ninety (90) day period. Owner shall be responsible for plowing snow, salting and sanding as necessary in the parking lot and all appropriate exterior areas. The provisions of the Article 4 shall not apply in the case of fire or other casualty which are dealt with in Article 9 hereof.

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issued by the New York Fire Insurance Exchange, or other body making fire insurance rates applicable to said premises shall be conclusive evidence of the facts herein stated and of several items and charges in the fire insurance rates then applicable to said premises. Tenants shall not place a load upon any floor of the demised premises exceeding the floor load per square foot area which it was designed to carry and which is allowed by law. Owner reserves the right to prescribe the weight and positions of all safes, business machines and mechanical equipment. Such installations shall be placed and maintained by Tenant, at Tenant's expense, in settings sufficient, in Owner's judgment, to absorb and prevent vibration, noise and annoyance.

Subordination:

6. Intentionally omitted.

Property-Loss, Damage, Reimbursement, Indemnity:

7. Owner or its agents shall not be liable for any damage to property of Tenant or of others entrusted to employees of the premises, nor for loss of or damage to any property of Tenant by theft or otherwise, nor for any injury or damage to persons or property resulting from any cause of whatsoever nature, unless caused by or due to the negligence of Owner, its agents, servants or employees. Owner or its agents will not be liable for any such damage caused by other tenants or persons in, upon or about said premises or caused by operations in construction of any private, public or quasi-public work, unless caused by or due to the negligence of Owner, its agents, servants or employees. Tenant shall indemnify and save harmless Owner against and from all liabilities, obligations, damages, penalties, claims, costs and expenses for which Owner shall not be reimbursed by insurance, including reasonable attorneys' fees, paid, suffered or incurred as a result of any breach by Tenant, Tenant's agents, contractors, employees, invitees, or licensees, of any covenant or condition of this lease, or the carelessness, negligence or improper conduct of the Tenant, Tenant's agents, contractors, employees, invitees or licensees. Tenant's liability under this lease extends to the acts and omissions of any subtenant, and any agent, contractor, employee, invitee or licensee of any sub-tenant. In case any action or proceeding is brought against Owner by reason of any such claim, Tenant, upon written notice from Owner, will, at Tenant's expense, resist or defend such action or proceeding by counsel approved by Owner in writing, such approval not to be unreasonably withheld.

Destruction, Fire and Other Casualty:

8. (a) If the demised premises or any part thereof shall be damaged by fire or other casualty, Tenant shall give immediate notice hereof to Owner and this lease shall continue in full force and effect except as hereafter set forth. (b) If the demised premises are partially damaged or rendered partially unusable by fire or other casualty, the damages thereto shall be repaired by and rendered partially unusable

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benefiting from the waiver shall pay such premium within ten days after written demand or shall be deemed to have agreed that the party obtaining insurance coverage shall be free of any further obligation under the provisions hereof with respect to waiver of subrogation. Tenant acknowledges that Owner will not carry insurance on Tenant's furniture and/or furnishings or any fixtures or equipment, improvements, or appurtenances removable by Tenant and agrees that Owner will not be obligated to repair any damage thereto or replace the same. (f) Tenant hereby waives the provisions of Section 227 of the Real Property Law and agrees that the provisions of this article shall govern and control in lieu thereof.

Eminent Domain:

9. Intentionally omitted.

Assignment, Mortgage, Etc.:

10. Intentionally omitted.

Electric Current:

11. The Tenant will reimburse the Owner for its share of the costs for all utilities as calculated and billed by Owner. The costs to the Tenant for its use of utilities shall be calculated based upon the actual cost incurred at the DPW facility and multiplied by the percentage of the facility occupied by the Tenant, for example, should Tenant occupy 10% of the total utility costs incurred at the facility. Tenant covenants and agrees that at all times its use of electric current shall not exceed the capacity of existing feeders to the building or the risers or wiring installation and Tenant may not use any electrical equipment which, in Owner's opinion, reasonably exercised, will overload such installations or interfere with the use thereof by other tenants of the building. The change at any time of the character of electric service shall in no wise make Owner liable or responsible to Tenant, for any loss, damages or expenses which tenant may sustain. Owner agrees that Tenant's present and continued use of the demised premises, with machinery and/or equipment substantially similar to the machinery and/or equipment currently in use, does not and will not violate the provisions of the paragraph.

Access to Premises:

12. Owner or Owner's agents shall have the right (but shall not be obligated) to enter the demised premises in any emergency at any time without notice to Tenant, and, at other reasonable times with forty-eight (48) hours notice to Tenant, to examine the same and to make such repairs, replacements and improvements as owner may deem necessary and reasonably desirable to the demised premises or to any other portion of the building or which Owner may elect to perform, provided that such repairs, replacements and improvements shall not impair Tenant's use of the

6.

upon Owner serving a written fifteen (15) days notice upon Tenant specifying the nature of said default and upon the expiration of said fifteen (15) days, if Tenant shall have failed to comply with or remedy such default, or if the said default or omission complained of shall be of a nature that the same cannot be completely cured or remedied within said fifteen (15) day period, and if Tenant shall not have diligently commenced curing such default within fifteen (15) day period, and shall not thereafter with reasonable diligence and in good faith, proceed to remedy or cure such default, then Owner may serve a written ten (10 days' notice of cancellation of this lease upon Tenant, and upon the expiration of said ten (10) days this lease and the term there under shall end and expire as fully and completely as if the expiration of such ten (10) day period were the day herein definitely fixed for the end and expiration of this lease and the term thereof and Tenant shall then quit and surrender the demised premises to Owner but Tenant shall remain liable as hereinafter provided.

(2) If the notice provided for in (1) hereof shall have been given, and the term shall expire as aforesaid, or if Tenant shall make default in the payment of the rent reserved herein or any item of additional rent herein mentioned or any part of either or in making any other payment herein required, then and in any of such events, Owner may without notice, re-enter the demised premises, either by force or otherwise, and dispossess Tenant by summary proceedings or otherwise, and the legal representative of Tenant or other occupant of demised premises and remove their effects and hold the premises as if this lease had not been made. If Tenant shall make default hereunder prior to the date fixed as the commencement of any renewal or extension of this lease, Owner may cancel and terminate such renewal or extension agreement by written notice.

Remedies of Owner and Waiver of Redemption:

17. In case of any such default, re-entry, expiration and/or dispossession by summary proceedings or otherwise, (a) the rent shall become due thereupon and be paid up to the time of such re-entry, dispossession and/or expiration, (b) Owner may re-let the premises or any part or parts thereof, either in the name of Owner or otherwise, for a term or terms, which may at Owner's option be less than or exceed the period which would otherwise have constituted the balance of the term of this lease and may grant concessions or free rent or charge a higher rental than that in this lease, and/or (c) Tenant or the legal representatives of Tenant shall also pay Owner as liquidated damages for the failure of Tenant to observe and perform said Tenant's covenants herein contained, any deficiency between the rent hereby reserved and/or covenanted to be paid and the net amount, if any, of the rents collected on account of the lease or leases of the demised premises for each month of the period which would otherwise have constituted the balance of the term of this lease. The failure of Owner to re-let the premises or any part or parts thereof shall not release or affect Tenant's liability for damages. In computing such liquidated damages there shall be added to the said deficiency such reasonable expenses as Owner may incur in connection with re-letting, such as legal expenses, attorneys' fees, brokerage, advertising and for keeping the

6

Building Alterations and Management:

19. Owner shall have the right at any time, without the same constituting an eviction and without incurring liability to Tenant therefore, to change the arrangement and/or location of public entrances, passageways, doors, doorways, corridors, elevators, stairs, toilets or other public parts of the building and to change the name, number or designation by which the building may be known, provided such change(s) do not impair Tenants use of the demised premises for the permitted use, as set forth in paragraph 2 of this Lease. Furthermore, Tenant shall not have any claim against Owner by reason of Owner's imposition of such controls of the manner of access to the building by Tenant's social or business visitors as the Owner may deem necessary for the security of the building and its occupants.

No Representations by Owner:

20. Neither Owner nor Owner's agents have made any representations or promises with respect to the physical condition of the building, the land upon which it is erected or the demised premises, the rents, leases, expenses of operations or any other matter or thing affecting or related to the premises, except as herein expressly set forth, and no rights, easements or licenses are acquired by Tenant by implication or otherwise, except as expressly set forth, in the provisions of this lease. Tenant has inspected the building and the demised premises and is thoroughly acquainted with their condition and agrees to take the same "as is" and acknowledges that the taking of possession of the demised premises by Tenant shall be conclusive evidence that the said premises and the building of which the same form a part were in good and satisfactory condition at the time such possession was so taken, except as to latent defects. All understandings and agreements heretofore made between the parties hereto are merged in this contract, which alone fully and completely expresses the agreement between Owner and Tenant and any executor agreement hereafter made shall be ineffective to change, modify, discharge or effect an abandonment of it in whole or in part, unless such executor agreement is in writing and signed by the party against whom enforcement of the change, modification, discharge or abandonment is sought.

End of Term:

21. Upon the expiration or other termination of the term of this lease, Tenant shall quit and surrender to Owner the demised premises, broom clean, in good order and condition, ordinary wear and damages which Tenant is not required to repair as provided elsewhere in this lease excepted, and Tenant shall remove all its property. Tenant's obligation to observe or perform this covenant shall survive the expiration or other termination of this lease. If the last day of the term of this Lease or any renewal thereof, falls on Sunday, this lease shall expire at noon on the preceding Saturday, unless it is a legal holiday, in which case it shall expire at noon on the preceding business day.

6

Inability to Perform:

26. This Lease and the obligation of Tenant to pay rent hereunder and perform all of the other covenants and agreements hereunder on the part of Tenant to be performed shall in no wise be affected, impaired or excused because Owner is unable to fulfill any of its obligations under this lease or to supply, or is delayed in supplying, any service expressed or implied to be supplied or is unable to make, or is delayed in making, any repair, additions, alterations or decorations or is unable to supply, or is delayed in supplying, and equipment or fixtures if owner is prevented or delayed from so doing by reason of strike or labor troubles or any cause whatsoever, beyond Owner's control including, but not limited to, government pre-emption in connection with a National Emergency or by reason of any rule, order or regulation of any department or subdivision thereof of any government agency or by reason of the conditions of supply and demand which have been or are affected by war or other emergency.

Bills and Notices:

27. Except as otherwise provided in this lease, a bill, statement, notice or communication which Owner may desire or be required to give to Tenant, shall be deemed sufficiently given or rendered if, in writing, delivered to Tenant personally or sent by registered or certified mail addressed to Tenant, at 200 North Broadway, Sleepy Hollow, New York 10591, Attn: Assistant Superintendent for Business, and the time of the rendition of such bill or statement and of the giving of such notice or communication shall be deemed to be the time when the same is delivered to tenant, mailed, or five days after mailing, whichever earlier occurs. Any notice by Tenant to Owner must be served by registered or certified mail addressed to owner at the address first hereinabove given or at such other address as Owner shall designate by written notice.

Services Provided by Owners:

28. As long as Tenant is not in default under any of the covenants of this lease, Owner shall provide all utilities; however, Tenant will reimburse the Owner for its share of the costs for all utilities as calculated and billed by the Owner.

Captions:

29. The Captions are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this lease nor the intent of any provisions thereof.

Definitions:

30. The term "Owner" means a landlord or lessor, and as used in this lease means only the owner, or the mortgagee in possession, for the time being of the land and building (or the owner of a lease of the building or of the land and building) of

Charge NY

A PROGRAM OF NYSERDA

[back to top](#)

Charge Ready NY

Bring new customers to your business, attract and retain employees and tenants, and do your part to make New York State's environment cleaner by installing electric vehicle (EV) charging stations at your site today.

Charge Ready NY offers public and private organizations that install Level 2 EV charging stations at public parking facilities, workplaces, and multifamily apartment buildings rebates of \$4,000 per charging port they install, a significant savings of 30% to 80%, depending on station and installation costs. Charging stations typically have one or two plugs, or charging ports, per station. Level 2 stations provide up to 25 miles of electric range to cars for each hour they are charging.

How Does the Rebate Work?

- Select an eligible charging station and network service provider
- Charging station purchasers can sign up to participate in Charge Ready NY. Installers and vendors cannot apply on behalf of the charging station purchasers.
- When your application is approved, you'll receive a link to the NYSERDA Portal
 - If you are applying before you install your charging station (pre-application), you will submit initial documents and, if your pre-application is approved, NYSERDA will reserve funds for you. You will have 180 days to install your station and submit final documentation. Documents required for pre-approval include a building permit, at least one installation quote, and a signed Site Host Agreement.
 - If you have installed your charging station within the last 90 days, you can apply and submit all documentation in one submission. Documents required for final approval are listed on page 10 of the Program Implementation Manual [\[PDF\]](#).
- Once you have submitted all required documentation and it has been approved, you will receive your rebate from NYSERDA

Where Can I Install My Charging Station?

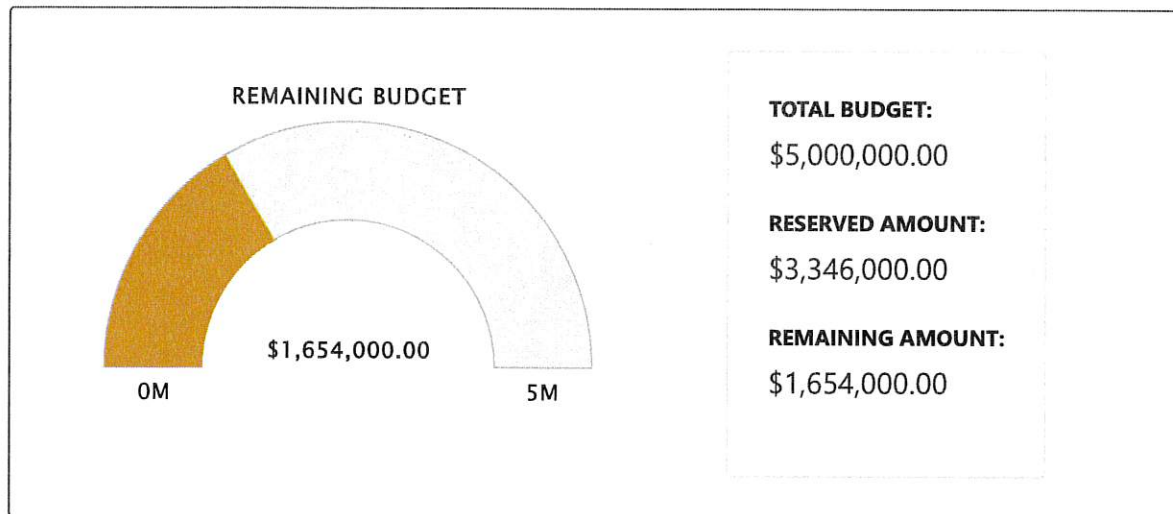
Any public or private entity, such as municipalities, for-profit companies, and non-profit organizations, are eligible. Charging stations must be installed at one of the following types of locations:

For more information about the Charge Ready NY program, please contact ChargeReadyNY@energycenter.org or 866-595-7917.

7

How Much Money Is Available?

NYSERDA has committed \$5 million for Charge Ready NY. You can track the amount of available funds remaining as the money is committed.





New York State Turf & Landscape Association

1 Prospect Avenue • White Plains • NY • 10607

RECEIVED
SEP 18 2019
SPRINTOWN VILLAGE ADMINISTRATOR

PRESIDENT
Michael Iorio

September 16, 2019

VICE PRESIDENT
Jerry DiPietro

Hello All,

SECRETARY:
Tom Surace

We, the leadership of the New York State Turf & Landscape Association (NYSTLA), a professional landscape association representing over 300 landscape contractors, are requesting that you reconsider the timing of the blower ban/restrictions that are imposed.

TREASURER:
Ben Fratarcangeli

As you can see in the photos enclosed, there has been a definite need to start leaf clean-up as early as September 1st.

BOARD OF DIRECTORS:
Joe Tinelli - Chairman
Ernest Folloro
Dave Lowrey
William Martinez
Frank Sansotta
Anthony Vulpone
Joe Wager

We encourage you to look at the residents in your areas to confirm that there is certainly a need for this remedy. The extreme weather conditions dictate the earlier than usual falling of the leaves, and in fairness to our clients, we are committed to these clean-ups as efficiently and rapidly as possible.

ADMINISTRATION:
Gina Pezzola

Again, we ask you to consider the timing of these restrictions/bans based on the obvious needs.

We would greatly appreciate your immediate response to this needed request and look forward to working with you, in resolving this and any other landscape/municipality concerns.

For your convenience, please feel free to reply via email at admin@nystla.com.

Regards,
Michael Iorio, President
Joe Tinelli, Board Chairman

Encl.
Sent via Certified Mail

8

Village of Tarrytown, NY
Thursday, September 19, 2019

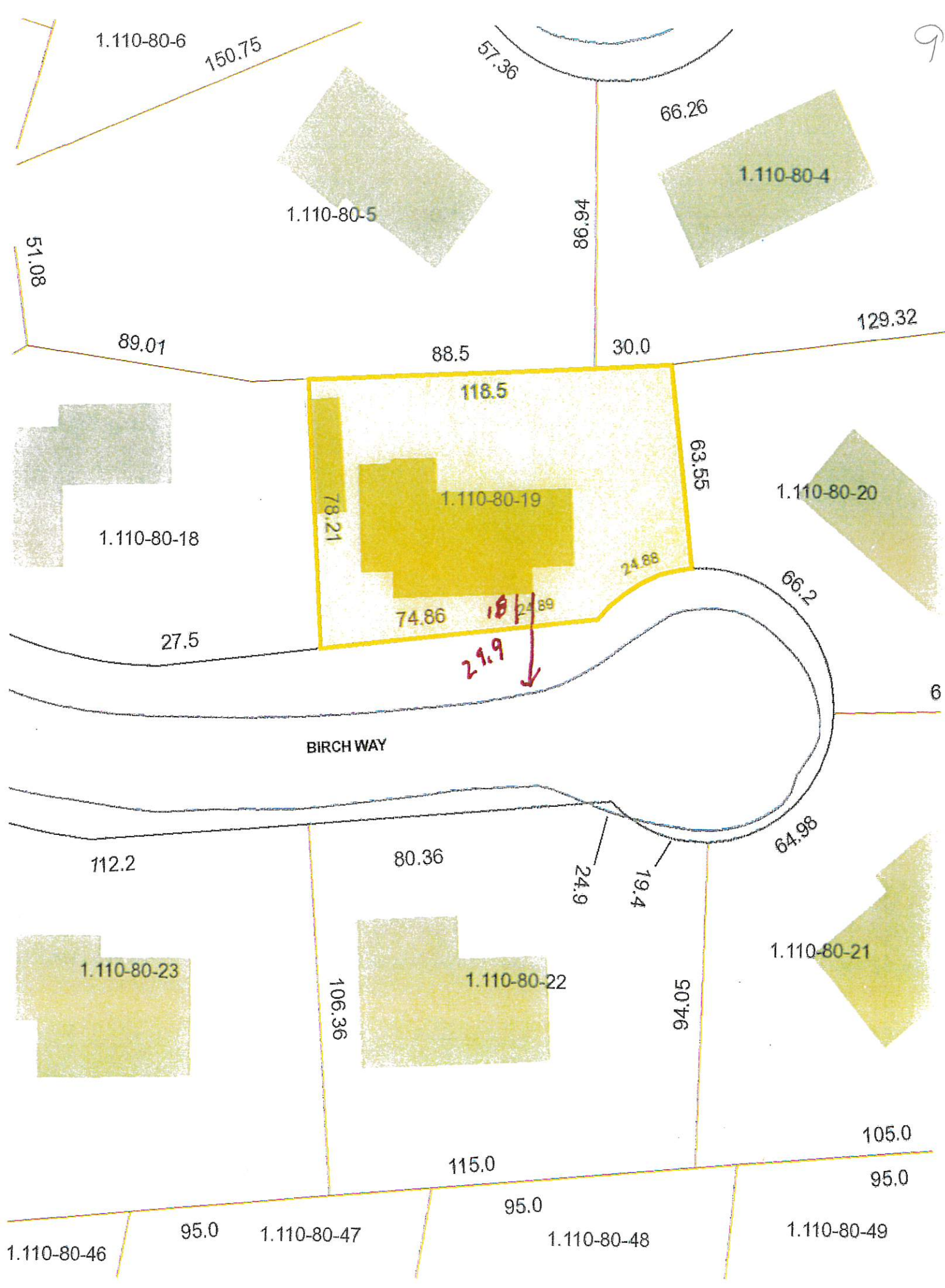
Chapter 205. Landscaping

Article I. Green Industry Contractors

§ 205-3.1. Seasonal ban on gas-powered leaf and garden blowers.

[Added 5-5-2008 by L.L. No. 8-2008; amended 9-20-2010 by L.L. No. 16-2010; 11-6-2017 by L.L. No. 11-2017]

- A. The operation of a gasoline-powered leaf and garden blower is prohibited from June 15 through September 15 of each year and on Saturdays, Sundays and holidays during the period September 16 through June 14 each year. Person(s) who own or rent a one- to three-family home, who are using the gasoline-powered leaf and garden blowers at the home where they reside, are exempt from the provisions of this section. During times of emergency caused by a storm, the Village Engineer may declare a temporary moratorium on the operations of this provision.
- B. The Village Engineer may, in his discretion and upon application, grant temporary special permits for the temporary operation of gasoline-powered leaf and garden blowers otherwise subject to this section to accommodate special circumstances, including but not limited to the cleanup of temporary work sites, and shall charge and collect a fee of \$35 for each permit so granted.
- C. No owner of a green industry company shall cause or permit the operation of a gasoline-powered leaf or garden blower from June 15 through September 15 of each year or on Saturdays, Sundays or holidays during the period September 16 through June 14 each year.
[Added 8-17-2015 by L.L. No. 5-20151]





Department of Transportation

ANDREW M. CUOMO
Governor

MARIE THERESE DOMINGUEZ
Commissioner

LANCE MacMILLAN, P.E.
Regional Director

September 18, 2019

Mr. Richard Slingerland
Village Administrator
Village of Tarrytown
One Depot Plaza,
Tarrytown, NY 10591

RECEIVED
SEP 23 2019
TARRYTOWN VILLAGE ADMINISTRATOR

RE: **Munc. Snow & Ice Agreements
2019-2024**

Dear Mr. Slingerland,

The materials for the new **2019 – 2024 Municipal Snow & Ice Agreement** are attached to this cover letter. Below find a summary of major changes in new agreements:

1. An initial contract term of five years instead of three. We made this change in cooperation with OSC and in accordance with State Highway Law.
2. Extensions will no longer be done on a yearly basis in perpetuity. Each contract will be allowed a maximum of three consecutive extensions of five years each, for a maximum contract life of twenty years. After twenty years, if the municipality and DOT wish to continue the agreement, a new contract will be created.
3. Index adjustments will be based on the current year's estimated expenditure. This is a recent change that went into effect for the 17/18 season.
4. Time & Materials Contracts: municipalities will no longer need to submit a Snow & Ice Voucher to Main Office to receive interim payments. This payment will be made automatically in December.

The package includes four (4) Agreements, four (4) Resolutions, and four (4) Maps. Each municipality must issue a **Signed & Sealed Resolution** from their governing body authorizing a Municipal Official to enter into the above agreement. It is important that four (4) **completed Agreements**, four (4) **completed resolutions**, and four (4) **completed maps** are returned to this office for processing as soon as possible. This package shall include the items as listed below.

1. **Four (4) Agreements:** Fill in the blanks on the **front and the back** of the page **including original signature and notary seals** on each.
2. **Four (4) Resolutions:** Resolutions from the municipality must be **complete with original signatures** and **certified with the Municipal Seal** on each.
3. **Four (4) Maps:** Each of the four (4) maps with original signatures from the Municipalities responsible Official.

Contract #	Municipality	Region #
D014797	Village of Tarrytown/Westchester County	8

MUNICIPAL SNOW AND ICE AGREEMENT

IMPORTANT: Please check ONLY ONE of the reimbursement options below:

☐ Time and Materials (Conventional) ☐ Fixed Lump Sum ☐ Indexed Lump Sum

This Agreement made by and between THE PEOPLE OF THE STATE OF NEW YORK (hereinafter referred to as "STATE"), acting by and through the Commissioner of Transportation of the State of New York (hereinafter referred to as "COMMISSIONER"), and the _____ of _____
Title

the Village of Tarrytown (hereinafter referred to as "MUNICIPALITY") as follows:
Town, Village, City or County Municipality

WHEREAS, Pursuant to Section 12 of the Highway Law, the maintenance of State highways includes the control of snow and ice thereon as the COMMISSIONER may deem to be necessary to provide reasonable passage and movement of vehicles over such highways, and

WHEREAS, the work of such control of snow and ice may be done by any municipality, which for the purposes of said Section 12 shall include only a county, city, town or village, pursuant to an agreement entered into between the governing board or body of any such municipality and the COMMISSIONER; and

WHEREAS, The MUNICIPALITY is willing to perform the work of such control of snow and ice upon STATE highways according to the guidelines, policies and procedures deemed by the COMMISSIONER to be for the best interest of the public:

NOW, THEREFORE, In consideration of the mutual covenants and benefits between the parties hereto.

WITNESSETH:

1. The term of this Agreement shall be for five years commencing **July 1, 2019 and ending June 30, 2024**. At least one year prior to the expiration each five-year term the MUNICIPALITY shall notify the COMMISSIONER either (a) that it requests with the approval of the COMMISSIONER that the term of the Agreement be extended five years, or (b) that it intends not to extend the Agreement, in which case the Agreement shall expire at the end of the five-year term. The maximum contract life for this Agreement shall not exceed twenty years from the original contract date at which point a new contract will need to be executed. If the MUNICIPALITY fails to notify the COMMISSIONER as herein provided, it shall be deemed that the municipality intends not to extend the term of this Agreement.
2. The MUNICIPALITY and the STATE agree to the method of reimbursement selected above. Detailed descriptions of the reimbursement methods are outlined in the *Municipal-State Agreements for Control of Snow and Ice on State Highways: Terms, Reimbursement Procedures and Documentation*, as published on the NYSDOT website at the time of contract execution and are incorporated herein by reference. This document is located at: <https://www.dot.ny.gov/divisions/operating/oom/transportation-maintenance/snow-ice>
3. In the event that the COMMISSIONER shall deem the work of control of snow and ice performed by the MUNICIPALITY inadequate or unsatisfactory according to the terms of this Agreement and not being performed in the best interest of the public, the COMMISSIONER may, by official order to be filed in the COMMISSIONER'S office and the Department of State, cancel the Agreement, and any payments herein provided by the STATE shall cease. Any such official order shall become effective at the expiration of five (5) days after the COMMISSIONER shall have mailed a certified copy thereof to the clerk or other official who performs duties of a clerk in such MUNICIPALITY. The COMMISSIONER shall thereupon perform the work in such manner as, in the COMMISSIONER'S judgment, shall be for the best interest of the public.

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MUNICIPALITY, on or before November 1st of any year during the term of this Agreement for which such changed estimated expenditure is to apply. Upon receipt of such notice, the MUNICIPALITY shall, in cooperation with the STATE, review and reorganize its operations to the fullest extent practicable to prevent over commitment of allocated funds. The COMMISSIONER may in his or her discretion restore in part or in whole the amount of the estimated expenditure taking into consideration the weather conditions experienced in the MUNICIPALITY and the amount of monies available for control of snow and ice.

10. **This section applies only to Fixed Lump Sum and Indexed Lump Sum Contracts:** The estimated expenditure may be updated under this contract based upon demonstrated increases or decreases in the cost of performing the work. The cost of the work is comprised of the following portions that have been agreed to by the STATE and MUNICIPALITY: Labor _____%, Materials _____% and Equipment _____. The approved modified increase or decrease in the estimated expenditure shall become effective upon written notification by the COMMISSIONER to the MUNICIPALITY and shall thereby be substituted in place of the above estimated expenditure and made part of this Agreement without further action. If the mileage of which work is performed by the MUNICIPALITY increases or decreases or the MUNICIPALITY or the state incurs other changes that impact the cost of performing the work, the amount of the estimated expenditure set forth herein may be adjusted by the COMMISSIONER after consultation/negotiation with the MUNICIPALITY in writing, on or before November 1st of any year during the term of this Agreement for which such changed estimated expenditure is to apply. Upon receipt of such notice, the MUNICIPALITY shall, in cooperation with the STATE, review and reorganize its operations to the fullest extent practicable to accommodate the change.
11. The STATE shall indemnify and hold harmless the MUNICIPALITY for work performed hereunder to the extent permitted under Highway Law Section 12 (2-a).
12. The MUNICIPALITY specifically agrees that this Agreement shall be deemed executory only to the extent of the monies available, and no liability shall be incurred by the STATE beyond the monies available for the purpose.
13. This Agreement and the attached Appendix A, Standard Clauses for all New York State Contracts, and Appendix A-1, Supplemental Title VI Provisions (Civil Rights Act) shall bind the parties, their successors and assigns.
14. Below is a listing of all documents forming this agreement:
 - a. Agreement Form – this document titled "Municipal Snow and Ice Agreement"
 - b. Contract Adjustment Worksheet – shows the breakdown of the Estimated Expenditure
 - c. Appendix "A" – New York State Standard Clauses for New York State Contracts
 - d. Appendix "A-1" – Supplemental Title VI Provisions (Civil Rights Act)
 - e. Municipal Resolution – duly adopted Municipal resolution authorizing the appropriate Municipal official to execute this Agreement on behalf of the Municipality and appropriating the funding required therefore
 - f. Attachment Map – defining the municipality's work limits that satisfies the requirements in Section 7 of this Agreement

AGREEMENT CALCULATION/ADJUSTMENT WORKSHEETS

19/20 Snow & Ice Season
 New Contract # D014797
 Contract Period: 7/1/2019 to 6/30/2024

PREVIOUS CONTRACT INFORMATION

Municipality	Village of Tarrytown	Contract	D010647
County	Westchester	Region	8

2016/17 Season's Estimated Expenditure		\$15,464.40
	2016/17 Actual Paid*	\$15,464.40

2017/18 Season's Estimated Expenditure		\$15,954.40
	2017/18 Actual Paid*	\$15,954.40

2018/19 Season's Estimated Expenditure		\$16,219.00
	2018/19 Actual Paid*	\$16,219.00

3-Year Average (based on Actual Paid)		\$15,879.27
--	--	-------------

**Actual Paid amounts include any adjustment payments beyond the estimated expenditure made during or after that season's end (i.e, index adjustments for winter severity, reasonableness review adjustments, etc).*

NEW CONTRACT INFORMATION

CONTRACT # D014797

3-Year Averages					\$15,879.27	
%	Labor	41.70%	Materials	25.05%	Equipment	33.25%
Value	\$6,621.65		\$3,977.23		\$5,280.39	

LABOR*

Labor Portion of 3-Year Average \$6,621.65

% Labor Increase/Decrease for 2019/20 Season x 0 %

Additional/Less Labor Costs for 2019/20

Labor Portion of 2019/20 Season's Estimated Expenditure		\$6,621.65
--	--	-------------------

* Attach Municipality's certification of applicable labor cost increase

SUMMARY OF COSTS

2019/2020 Estimated Expenditure Breakdown						
%	Labor	42.43	Materials	23.73	Equipment	33.84
Value	\$ 6,621.65		\$ 3,702.92		\$ 5,280.39	
SUB-TOTAL					\$ 15,604.96	
Add Fixed Costs (if necessary)						

2019/20 SEASON ESTIMATE (Labor + Materials + Equipment + Fixed Costs)	\$ 15,604.96
Total Base Estimate for Contract (Total Contract Value) (19/20 estimate multiplied by 5)	\$ 78,025

Recommended by: _____ Approved by: _____
 Resident Engineer S&I Program Manager

MAP SHOWING _____ VILLAGE OF TARRYTOWN
RESPONSIBILITY FOR SNOW & ICE CONTROL ON STATE HIGHWAYS FOR THE SEASONS
OF _____ 2019/20-2023/24 _____

CENTER LANE MILES	CONTRACT LANE MILES
	9.80

SNOW AND ICE CONTROL

SIGNED _____
REGIONAL DIRECTOR OF OPERATIONS
DATE _____

SIGNED _____
FOR MUNICIPALITY
DATE _____

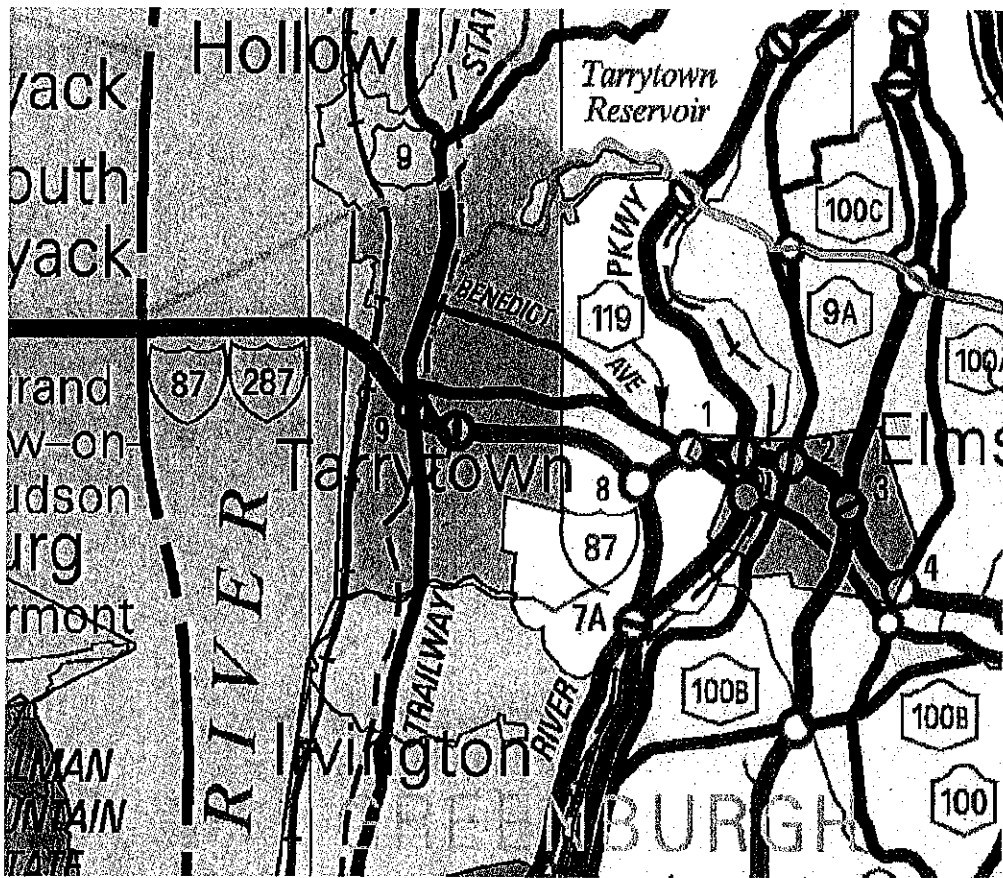


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any State approved sums due and owing for work done upon the project.

7. NON-COLLUSIVE BIDDING CERTIFICATION. In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

8. INTERNATIONAL BOYCOTT PROHIBITION. In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2NYCRR 105.4).

9. SET-OFF RIGHTS. The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this

contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION. (a) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.

(b) Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN. In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00,

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in §165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES.

In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

20. OMNIBUS PROCUREMENT ACT OF 1992. It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development
Division for Small Business
Albany, New York 12245
Telephone: 518-292-5100
Fax: 518-292-5884
email: opa@esd.ny.gov

A directory of certified minority and women-owned business enterprises is available from:

NYS Department of Economic Development
Division of Minority and Women's Business Development
633 Third Avenue
New York, NY 10017
212-803-2414
email: mwbecertification@esd.ny.gov
<https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp>

The Omnibus Procurement Act of 1992 requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

(b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

21. RECIPROCITY AND SANCTIONS PROVISIONS.

Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 15, 2002, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii. Contact NYS Department of Economic Development for a current list of jurisdictions subject to this provision.

22. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW. If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal or similar services, then, in accordance with Section 163 (4-g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded

APPENDIX A-1 SUPPLEMENTAL TITLE VI PROVISIONS (CIVIL RIGHTS ACT)
(To be included in all contracts)

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

- (1) Compliance with Regulations: The contractor shall comply with the Regulation relative to nondiscrimination in Federally assisted programs of the Department of Transportation of the United States, Title 49, Code of Federal Regulations, Part 21, and the Federal Highway Administration (hereinafter "FHWA") Title 23, Code of Federal Regulations, Part 200 as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- (2) Nondiscrimination: The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, religion, age, color, sex or national origin, sex, age, and disability/handicap in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by 49 CFR, section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- (3) Solicitations for Subcontractors, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin, sex, age, and disability/handicap.
- (4) Information and Reports: The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by NYSDOT or the FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to NYSDOT's Office of Civil Rights or FHWA, as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, NYSDOT shall impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - a) Withholding of payments to the contractor under the contract until the contractor complies; and/or
 - b) Cancellation, termination or suspension of the contract, in whole or in part.
- (6) Incorporation of Provisions: The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.