

**VILLAGE OF TARRYTOWN  
BOARD OF TRUSTEES  
WORK SESSION 6:15 P.M.  
WEDNESDAY, FEBRUARY 27, 2019  
Tarrytown Village Hall  
One Depot Plaza, Tarrytown, New York**

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Board of Trustees Concerns

Open Session

1. Updating County Records re Village Engineer Position (water system)
2. Resolution to Schedule Budget Hearing on March 18
3. Resolution to Update Fees (for adoption with budget)
4. Discussion - Agreement 2019 - 2023 – Hudson River Kayak Outfitters, LLC
5. Surplus A/V Equipment
6. Proposed Amendment to Village Code re Operating Bicycles on Sidewalks
7. Tarrytown Railroad Station Parking
8. Additional Services – Stormwater Pollution Prevention Plan – RiverWalk Stabilization (B. Thayer Associates)
9. Margie Ruddick Landscape – Princeton Hydro - Proposal (Losee Park)
10. ARB Law Amendments
11. Complus Parking Ticket Agreement
12. Fire Department Membership Changes



## LICENSE AGREEMENT

Agreement made this \_\_\_\_ day of \_\_\_\_\_ 2019 by and between the Village of Tarrytown, having its offices at One Depot Plaza, Tarrytown, New York 10591, hereinafter referred to as the "Village" and Hudson River Kayak Outfitters, LLC, d.b.a. Hudson River Recreation, P.O. Box 619, Croton-on-Hudson, New York, 10520, hereinafter referred to as the "Contractor."

1. In consideration of payment described in Paragraph 4, the Contractor shall be the exclusive provider of any paddlesports programs from the designated Tarrytown Lakes location on behalf of Tarrytown Parks and Recreation for a period of five (5) years. These programs are to primarily include kayak rentals and instructional programs.
2. Contractor shall also be provided a suitable location outside of the Eastview Pump Station for the placement of a temporary storage facility for the storage of contractor's kayaks and other related equipment. The contractor shall be responsible for all fees associated with the delivery, monthly costs, and pick-up of the portable storage container. The location for the placement of the storage facility is noted on the attached map, which is marked Exhibit A and included herewith and the storage facility shall be placed in such a manner as to reduce the visibility from the public on the pathway adjacent to the Lower Tarrytown Lake and on Neperan Road.
3. Village shall provide a minimum of one (1) portable toilet facility to the site at Village's expense during the entire period that the program which is the subject of this agreement is provided.
4. For work performed under this Agreement, the Village shall receive a license fee as follows to be paid on or before October 15 of the year that the program which is the subject of this agreement is provided.

2019	\$1,500
2020	\$1,600
2021	\$1,700
2022	\$1,800
2023	\$1,900

5. The Village shall be exclusively responsible for the maintenance of the Tarrytown Lakes Park, including but not limited to cutting the grass and trimming shrubbery, and providing restroom facilities
6. Contractor acknowledges that this license agreement provides licensee the opportunity to provide access to the Tarrytown Lakes location strictly for the purposes of paddlesports programs and services including but not limited to that which are the subject of this agreement or are coordinated and operated by Licensee. Licensee shall not have the authority to grant permission to any other party(s) to use the Tarrytown Lakes for kayaking other than for programs sponsored by the "Contractor".

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7. The Contractor shall charge the following rates for the paddlesports programs:

<u>Program</u>	<u>Resident Fee</u>
Single Kayak	\$20.00 (1 hour)
Single Kayak	\$30.00 (2 hours)
Double Kayak	\$40.00 (1 hour)
Double Kayak	\$50.00 (2 hours)
Instructional Lessons	\$89.00 per person for 2 hours
Season Pass/Single Kayak	\$149.00
Season Pass/Double Kayak	\$199.00

Contractor shall place a rate board noting the above rates in a prominent location at the site and on the Contractors website. Any changes to the fee structure shall require prior approval of the Village. In no case shall Contractor charge a fee to non-residents that is less than the fee provided to residents.

8. Contractor shall be entitled to place advertising signage for the services offered adjacent to Neperan Road in a conspicuous location. The signage and the location thereof shall require prior approval from the Village before the sign shall be placed along Neperan Road. In addition, the Village will include the Contactor's services prominently in the seasonal recreation brochure and prominently on the Village's website in an appropriate location.
9. The term of this agreement shall begin on May 15, 2015, and end as specified in the fee schedule. However, the Village or the Contractor may, upon one hundred and twenty (120) days written notice to the other party, terminate this Agreement in whole or in part. If the agreement is terminated, a prorated sum of the license fee will be applicable.
10. The Contractor understands that he/she, as an independent contractor, is not an employee of the Village while rendering the services described in Sections 1 and 2, nor covered under the Village's personal injury, general liability, Worker's Compensation or retirement benefits. It is further understood that the Contractor holds harmless the Village and its agents from and against any and all liability arising directly out of acts or omissions involved in this scope of work.
11. Contractor shall maintain, or cause to be maintained, in full force and effect during the term of this Agreement, at its expense, Workers' Compensation Insurance, public liability insurance covering personal injury and property damage, and other insurance with minimum coverages as listed below. Such policies are to be in the broad form available on usual commercial terms and shall be written by insurers of recognized financial standing satisfactory to the Village who have been fully informed as to the nature of the Work to be performed. Except for Workers' Compensation and professional liability, the Village shall be named as an additional insured on all such policies with the understanding that any obligations imposed upon the insured (including, without

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Comprehensive General	\$1,000,000 aggregate
Liability, including broad form	\$1,000,000 each occurrence
contractual liability, bodily injury,	
and property damage	

Contractor shall deliver simultaneously with the execution of this Agreement, certificates of insurance evidencing Contractor's compliance with these requirements.

12. Contractor agrees that it will defend, indemnify and hold harmless the Village of Tarrytown or any of its agents, servants and/or employees from any and all suits, claims, actions, or causes of action of every name and description brought against the Village of Tarrytown, its agents, servants and/or employees for or on account of any death, injuries or damage received or sustained by any party or parties as a result of the placement of a temporary storage facility for the storage of contractor's kayaks and other related equipment on Village property provided the claims do not arise out of any negligent activities of the Village of Tarrytowns, its agents, servants and/or employees.

13. The contact information for the Contractor is as follows:

Name:	Hudson River Recreation
Owners Name:	John Clark
Address:	PO Box 619, Croton-on-Hudson, NY 10520
Public Phone Number:	914-682-5135
Owners Phone Number:	914-282-1539
Public Email Address:	info@kayakhudson.com
Owners Email Address:	jclark@kayakhudson.com

AGREED:

\_\_\_\_\_  
Hudson River Kayak Outfitters, LLC

\_\_\_\_\_  
Village Administrator, Village of Tarrytown

limitation, the liability to pay premiums) shall be the sole obligations of Contractor and not those of the Village. Notwithstanding anything to the contrary in this Agreement, Contractor irrevocably waives all claims against the Village for all losses, damages, claims or expenses resulting from risks commercially insurable under the insurance. The provisions of insurance by Contractor shall not in any way limit Contractor's liability under this Agreement.

Type of Coverage

Limits of Coverage

Workers' Compensation

Statutory

Employer's Liability or  
similar insurance

\$1,000,000 each occurrence

Automobile Liability

\$1,000,000 aggregate

Bodily Injury

\$1,000,000 each occurrence

Property Damage

\$1,000,000 each occurrence

## Kathy Deufemia

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**From:** Richard Slingerland  
**Sent:** Wednesday, February 13, 2019 2:35 PM  
**To:** Justin Hoyt  
**Cc:** Kathy Deufemia  
**Subject:** RE: Surplus A/V Equipment -- next Work Session

Justin:

That's fine. We'll put it on the next Work Session.

Richard Slingerland  
Village Administrator  
Village of Tarrytown  
One Depot Plaza  
Tarrytown, New York 10591  
914-631-1785  
fax: 914-909-1208  
e-mail: [rslingerland@tarrytowngov.com](mailto:rslingerland@tarrytowngov.com)

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**From:** Justin Hoyt <[jhoyt@tarrytowngov.com](mailto:jhoyt@tarrytowngov.com)>  
**Sent:** Wednesday, February 13, 2019 10:18 AM  
**To:** Richard Slingerland <[rslingerland@tarrytowngov.com](mailto:rslingerland@tarrytowngov.com)>  
**Subject:** Fw: Surplus A/V Equipment

Good Morning Rich,

This is the email from Mike regarding the A/V equipment. I think we should just add it to govdeals as one batch, since most of it is obsolete. What do you think? They will probably be bought to be used for parts. I will get a list of estimates for each piece, after some research, since Mike is not certain of the value.

-Justin

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**From:** Mike <[mike@brokenstroller.com](mailto:mike@brokenstroller.com)>  
**Sent:** Thursday, February 7, 2019 4:57 PM  
**To:** Justin Hoyt  
**Subject:** Re: Surplus A/V Equipment

Hi Justin,

Thanks for reaching out. Everything works as far as I know. Values can be assessed via an ebay search on the model name. That's the only way to really tell now if anything is worth anything. One has to check what it's being sold for and base a price on the typical sell price.

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The fact that the cameras and Vaddio gear are standard definition makes them undesirable for most applications today.

The Bluray player is also pretty ancient. Though it's almost entirely new, it's likely not going to sell for much given that it's so old.

The microphone mixer may earn a few bucks.



Virus-free. [www.avg.com](http://www.avg.com)

On Thu, Feb 7, 2019 at 1:58 PM Justin Hoyt <[jhoyt@tarrytowngov.com](mailto:jhoyt@tarrytowngov.com)> wrote:

Good afternoon Mike.

The following is a list of A/V equipment that is in the Clerk's office. Can you please give us a value for each piece of equipment, and the condition of it? (Whether it works or not).

- SONY Color Video Camera : Model BRC-300 (3)
- JVC BLU-RAY Disc & HDD Recorder: Model SR-HD1250US (1)
- TASCAM DV-DO1U (1)
- 1642-VC23 Mic/Line Mixer (1)
- Vaddio Quick-Connect CCU (3)
- Vaddio ELIM CCU (3)
- Vaddio ProductionVlew FX (1)

Thank You.

-Justin Hoyt



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**Tarrytown Police Department**  
**Memorandum**

To: Chief Barbelet  
From: Lt. Gregory Budnar  
Date: December 4, 2018  
RE: Village Code Amendment  
Riding on Sidewalks

Section 259 (Article XVI) of the Village Code regulates the use of skateboards, in-line skates, and roller skates on streets and sidewalks within the Village of Tarrytown. Currently there are no provisions for the operation of bicycles within the Village. The following code change / addition is being requested; **(new language in bold underlined print, language to be removed is in double struck italic).**

Currently the village code states as follows;

§ 259-51. Definitions.

As used in this article, the following terms shall have the meanings indicated:

**BICYCLE— Every two or three wheeled device upon which a person or persons may ride, propelled by human power through a belt, a chain or gears, with such wheels in a tandem or tricycle, except that it shall not include such a device having solid tires and intended for use only on a sidewalk by pre-teenage children.**

IN-LINE SKATES — Shoes, skates or footwear with a single row of wheels.

ROLLER SKATES — Shoes, skates or footwear with two or more rows of roller wheels.

SKATEBOARD — A narrow board of wood, plastic, fiberglass or similar material with roller-skate or other type of wheels attached to each end and used for gliding or moving on any hard surfaces, without a mechanism or other device for steering while being used, operated or ridden.

§ 259-52. Unlawful activities.

No person shall use or operate a **bicycle**, skateboard, in-line skates, ~~or~~ roller skates upon any public streets (including the entire paved and improved surfaces thereof, including gutter areas, from curb-to-curb, where curbs exist), ~~sidewalks~~ or on any public lands within the Village of Tarrytown:

- A. In a careless manner without due caution and circumspection;
- B. While endangering, or in any manner to create a risk or danger to, any person or property; or
- C. In any manner to impede or interfere with pedestrian or vehicular traffic.

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**Tarrytown Police Department**  
**Memorandum**

**§ 259-52.2. Restricted Operation on Sidewalks.**

**No person shall use or operate a bicycle, skateboard, in-line skates, or roller skates upon any of the below listed public sidewalks within the Village of Tarrytown except minors 10 years of age or younger or disabled persons who cannot walk;**

- a. **Altamont Avenue**
- b. **Broadway, South- from Franklin Street to Main Street**
- c. **Broadway, North- from Main Street to Cobb Lane.**
- d. **Franklin Street**
- e. **McKeel Avenue**
- f. **Neperan Road**
- g. **Washington Street, North**
- h. **Washington Street, South**

The purpose of this addition to the code is to enhance traffic safety. Motorists commonly look in the roadway and not on sidewalks, for traffic moving at high speeds, such as bicyclists. They often don't see bicyclists on the sidewalk, especially at driveways and intersections. Sidewalks themselves also pose dangers to bicyclists and persons utilizing skateboards, in-line skates and roller skates. Poor maintenance, uneven surfaces, gaps, and pedestrians make sidewalks difficult and dangerous for bicycles and persons utilizing skateboards, in-line skates and roller skates to navigate.



## Metro-North Railroad

October 3, 2012

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

**Re: Tarrytown Station Improvements and Amendment of January 1, 1978 Lease  
("1978 Lease") For Village-Operated Commuter Parking Lot ("South Parking Lot")**

Dear Mr. Blau:

I am pleased that you and Metro-North representatives had a productive meeting on September 14, 2012. This letter sets forth the agreements reached at the September 14<sup>th</sup> meeting, and serves to amend the 1978 Lease on a short-term basis pending negotiations on a new modern lease. A copy of the aerial map noting the areas discussed below is attached for your convenience.

New Taxi Area

- In order to allow the taxis to relocate back to the Station area from the Village Hall parking lot, Metro-North will create at least four (4) parallel parking spaces to the north of the Station building for taxi use only and include all necessary signage, at an approximate cost of \$20,000.00 ("New Taxi Area"). The Village will cooperate as needed in the creation of the New Taxi Area. This work is anticipated to be completed by the end of 2012.
- The Village will designate the first four (4) on-street parking spaces immediately north of the intersection of Main Street and Depot Plaza for queuing of additional taxis. This will be completed by the time the New Taxi Area work is completed.
- As stated in the 1978 Lease, the Village will continue to maintain the New Taxi Area, and will continue to be responsible for managing the taxi operations within the Village.
- Metro-North and the Village will contact Bee-Line Bus to try to have the bus stop re-located away from the New Taxi Area. If Bee-Line Bus agrees to re-locate, Metro-North will create additional parallel parking spaces for taxi use only. If unsuccessful, the Village will add an additional two on-street spaces for queuing of taxis.

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Mr. Michael Blau

October 3, 2012

Page 2 of 4

#### Depot Plaza Improvements

- Metro-North and the Village have agreed on a conceptual plan to improve the traffic circulation at Depot Plaza, and enhance safe and free-flowing traffic for pedestrians, motorists and bicyclists ("Depot Plaza Improvements"). A copy of the conceptual plan for the Depot Plaza Improvements is attached.
- Metro-North will pay for the design of the Depot Plaza Improvements, in conformity with the conceptual plan.
- Metro-North and the Village will cooperate in seeking additional funds needed for construction of the Depot Plaza Improvements. The Village has already applied for a New York State economic development grant, which if received will be used towards the construction funding.
- The Village will maintain the Depot Plaza Improvements.

#### Bus Area

- Metro-North will prepare, seal coat and restripe the bus drop off area south of the Station building, and will use best efforts to complete this work by the end of October 2012. If Bee-Line Bus agrees to relocate its stop to this Bus Area, Metro-North will erect a bus shelter.

#### Parking For Station Building Tenant

- The Metropolitan Transportation Authority ("MTA") is actively seeking a tenant for the Station building. When the MTA secures a tenant, the tenant may require the use of some of the existing parking spaces in the South Parking Lot.
- The Village agrees that it will allow the tenant in the Station Building to use spaces in the South Parking Lot without charge.
- Metro-North will keep the Village apprised on the status of the leasing efforts and the need for tenant parking in the South Parking Lot.

#### Metro-North Employee Parking Area

- If Metro-North decides to proceed with improvements to its Employee Parking Area, depicted on the attached aerial map, including paving, striping, drainage improvements and lights, the Village agrees to cooperate and will allow Metro-North to tie into an existing Village-owned 48" drainage pipe at no charge to Metro-North, which will be memorialized in an agreement.

Mr. Michael Blau  
October 3, 2012  
Page 3 of 4

#### Station Landscaping

- The Village agrees to maintain the landscaping areas around the Station building, including the area north of the Station building as part of an existing permit agreement.

#### Abandoned Tunnel

- In recent years the Village has expressed an interest in reopening an abandoned pedestrian tunnel across Metro-North's right of way in order to improve waterfront access. Such future use, if so desired by the Village, will require an agreement between Metro-North and the Village that pertains to the Village being responsible for design and construction of improvements necessary to reopen the tunnel and for the future maintenance of this structure.

#### Yankees Parking Analysis

- The Village is conducting an analysis in connection with its practice of charging a parking fee on weekends and holidays for Yankees game days at Village-owned parking facilities. The Village will share the results of this analysis with Metro-North promptly upon completion.
- The Village and Metro-North will discuss the results of this analysis and address the issue of the Village charging for parking on Yankees game days in conjunction with negotiations on a new long-term lease for the South Parking Lot and prior to the beginning of the 2013 baseball season.

#### South Parking Lot Lease

Effective immediately, the 1978 Lease is hereby amended as follows:

- The term is month-to-month, and either party may terminate upon providing thirty (30) days prior written notice.
- If terminated by either party, the South Parking Lot will be returned to Metro-North in good condition, normal wear and tear excepted. Metro-North can then use the Lot for any use, including commuter parking.
- Consistent with Metro-North's systemwide parking policy, free Weekend and Holiday parking is in effect for the South Parking Lot with no exceptions.
- Village will continue to maintain the leased areas in good and safe condition.

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Mr. Michael Blau  
October 3, 2012  
Page 4 of 4

- Village will allow a 16 hour parking limit and charge an hourly rate of at least seventy-five cents, with 50% of the gross revenue continuing to be shared with Metro-North. Any rate changes would be subject to Metro-North's prior written approval.
- Up to and including November 5, 2012, the Village may allow commuters with Village parking permits to park in the South Parking Lot.
- The Village will remove the existing parking poles prior to November 5, 2012, and Metro-North will install a centralized pay station prior to returning the Lot to meter use.
- Unless otherwise stated, all other terms and conditions in the 1978 Lease remain in effect.

Please indicate your acceptance of this agreement and the amendment to the 1978 Lease by signing and dating below.

Very truly yours,



Howard Permut  
President

APPROVED  
AS TO FORM 

AGREED AND ACCEPTED TO:

VILLAGE OF TARRYTOWN

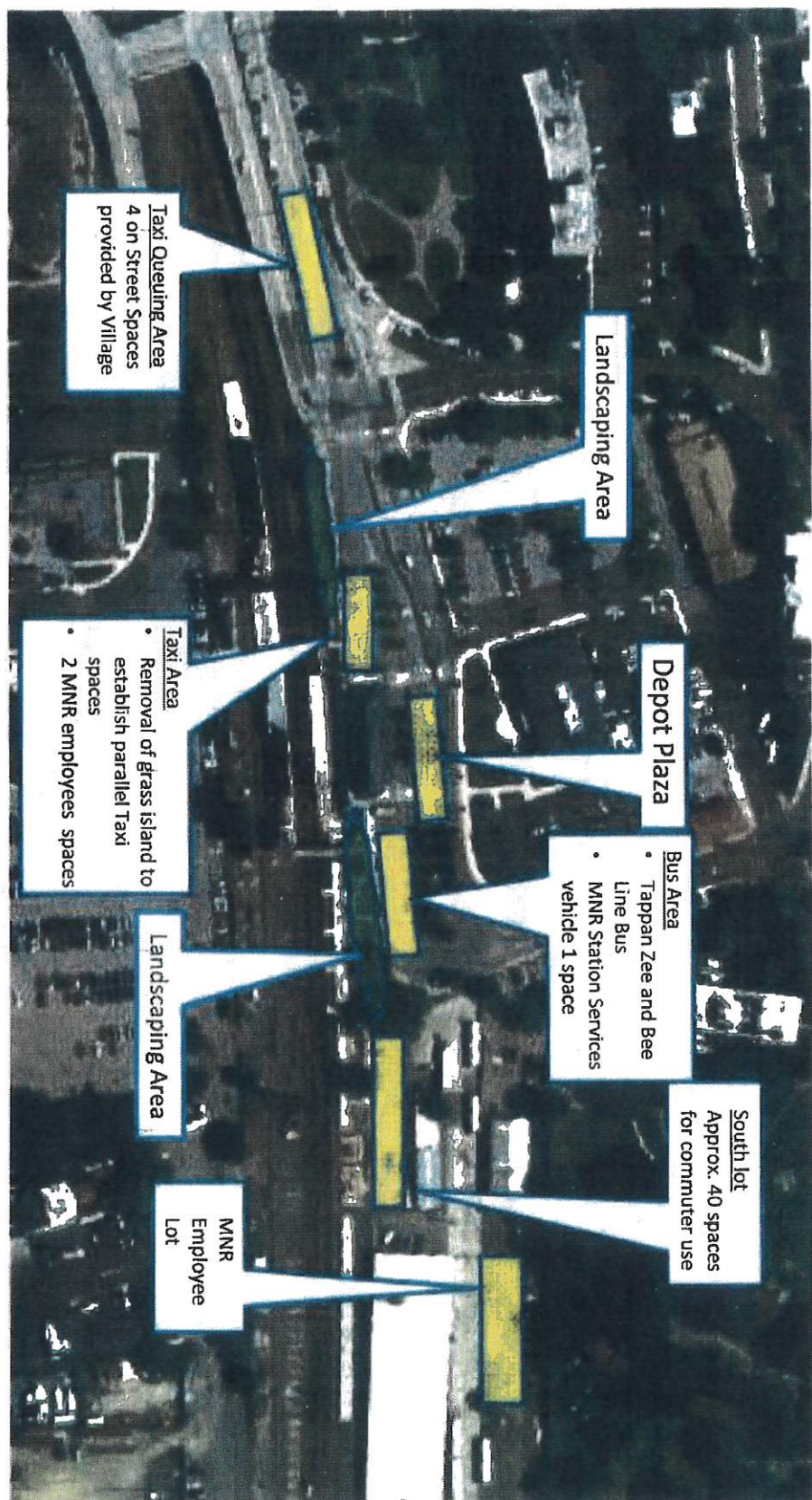


MICHAEL S. BLAU  
Village Administrator  
DATE: 10/3/12

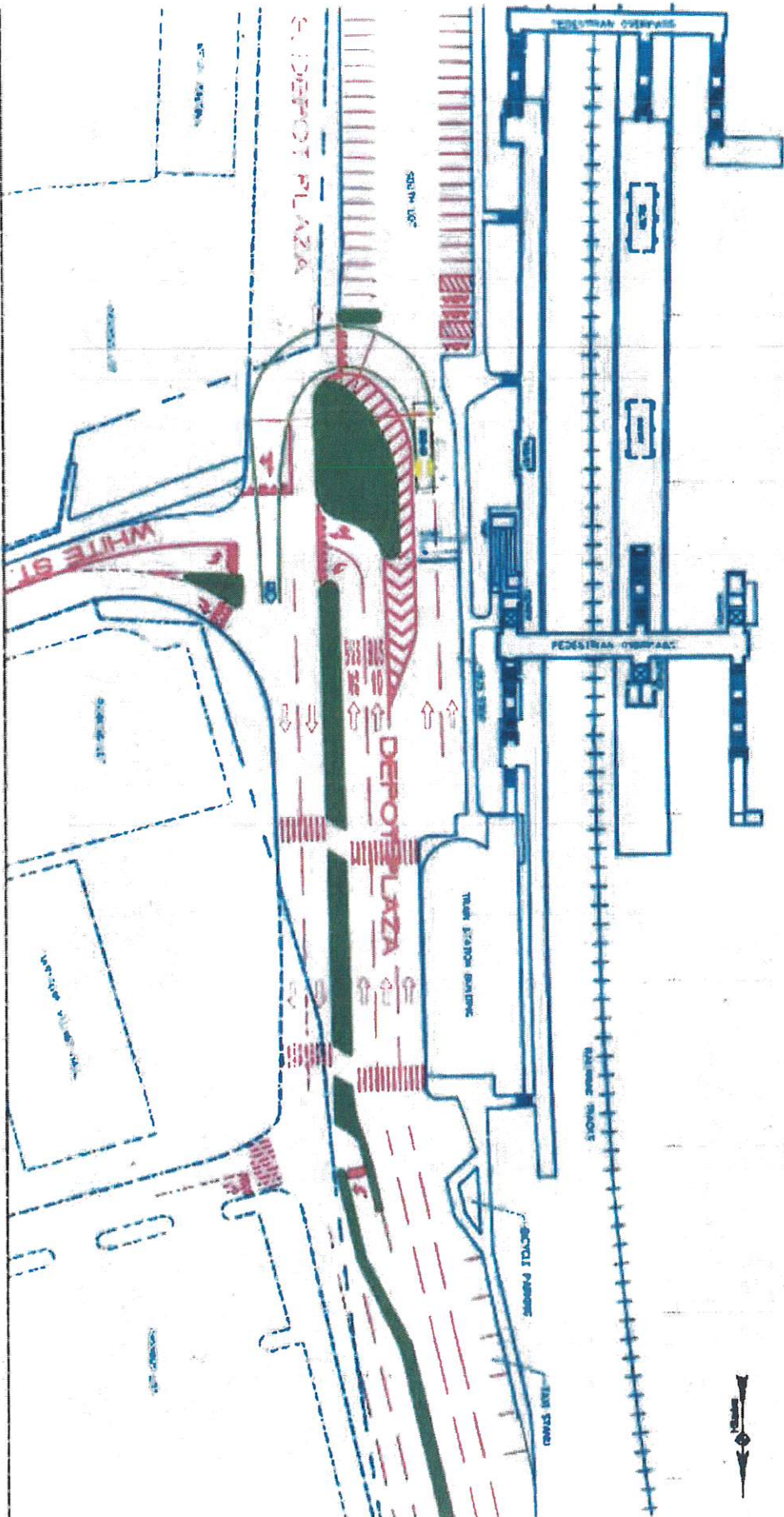
Enclosures



# Tarrytown Station



PROPOSED TARRYTOWN TRAFFIC IMPROVEMENT PLAN



CREATED ON: 5/16/2011 REVISED ON: 9/16/2011  
SCALE: 1" = 50' (AT 11x17)

NOTE: HATCHED AREA DENOTES PROPERTY NOT OWNED BY RAILROAD ENTITIES.

REVISED CONCEPTUAL DRAFT  
NOT FOR CONSTRUCTION





400A877175\*

LIBR 7399 PAGE 70

Standard N.Y.S.T.S. Form 5002 Receipt and Sale Deed with Certificate of Transfer to Cooperative (Single Sheet)  
CONSULT YOUR LAWYER BEFORE SIGNING THIS INSTRUMENT—THIS INSTRUMENT SHOULD BE USED BY LAWYERS ONLY.

This Indenture, made the 18<sup>th</sup> day of June, nineteen hundred and Seventy Seven

Between

TARRYTOWN URBAN RENEWAL AGENCY, having its principal place of business at 21 Wildey Street, Tarrytown, New York.

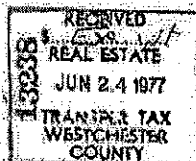
party of the first part, and

TARRYTOWN MUNICIPAL HOUSING AUTHORITY, 21 Wildey Street, Tarrytown, New York.

party of the second part,

Witnesseth, that the party of the first part, in consideration of Ten Dollars and other valuable consideration paid by the party of the second part, does hereby grant and release unto the party of the second part, the heirs or successors and assigns of the party of the second part forever,

All that certain plot, piece or parcel of land, with the building and improvements thereon erected, situate, lying and being in the Village of Tarrytown, Town of Greenburgh, Westchester County, New York; said piece or parcel being more particularly described as follows: BEGINNING at a point on the southerly side of White Street (formerly known as Dock Street) at the westerly end of a curve connecting the southerly side of White Street with the westerly side of Franklin Street; running thence in the arc of a curve to the right, having a radius of 88.00 feet, a distance of 80.46 feet to the westerly side of Franklin Street; running thence along the last mentioned S. 6° 42' 55" E., a distance of 46.87 feet; running thence along the easterly boundary of the herein described parcel, S. 7° 09' 25" W., a distance of 123.18 feet to the southeasterly corner of the herein described parcel; running thence N. 87° 50' 45" W., a distance of 31.00 feet to land now or formerly of the Tarrytown Municipal Housing Authority; running thence N. 1° 55' 40" E., a distance of 206.87 feet and in the arc of a curve to the left, having a radius of 10.00 feet, a distance of 8.13 feet to the point or place of beginning containing 7332.024 square feet within the bounds set forth above.



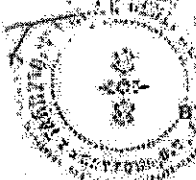
Together with all right, title and interest, if any, of the party of the first part in and to any streets and roads abutting the above described premises in the center line thereof; together with the appurtenances and all the estate and rights of the party of the first part in and to said premises; To Have And To Hold the premises herein granted unto the party of the second part, the heirs or successors and assigns of the party of the second part forever.

And the party of the first part covenants that the party of the first part has not done or suffered anything whereby the said premises have been encumbered in any way whatever, except as aforesaid. And the party of the first part, in compliance with Section 13 of the Lien Law, covenants that the party of the first part will receive the consideration for this conveyance and will hold the right to receive such consideration as a trust fund to be applied first for the purpose of paying the cost of the improvement and will apply the same first to the payment of the cost of the improvement before using any part of the total of the same for any other purpose. The word "party" shall be construed as if it read "parties" whenever the sense of this Indenture so requires.

In Witness Whereof, the party of the first part has duly executed this deed the day and year first above written.

In Presence Of:

*Donald M. Wood*



TARRYTOWN URBAN RENEWAL AGENCY

BY: *Jerome Blood*  
Jerome Blood, Chairman

See Acknowledgment of that Case 76 N.Y. 239

07890

PAID BY TOWN OF TARRYTOWN JUN 24 1977

STATE OF NEW YORK, COUNTY OF *Westchester*

On the *16* day of *June* 19*77*, before me personally came *Jerrold Flood* to me known, who, being by me duly sworn, did depose and say that he resides at No. *13, West 100th St.* in the City of *Tarrytown*, New York, that he is the Chairman of the Board of Directors of *Tarrytown Municipal Housing Authority*, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation, and that he signed it in its name by the order.

*Donald M. Walsh, Jr.*  
Notary Public State of New York  
No. 01744100007  
Qualified in Westchester County  
Term Expires March 30, 1980

**Bargain and Sale Deed**

With Covenant Against Grantor's Acts

Title No.

**TARRYTOWN URBAN RENEWAL  
AGENCY**

TO

**TARRYTOWN MUNICIPAL  
HOUSING AUTHORITY**

Standard Form of New York  
Board of Title Underwriters

Distributed by

**UNLIFE TITLE INSURANCE**  
Company of New York

LIBER 7399 PAGE 71

STATE OF NEW YORK, COUNTY OF

as:

On the day of 19, before me personally came the subscribing witness to the foregoing instrument, with whom I am personally acquainted, who, being by me duly sworn, did depose and say that he resides at No.

he knows to be the individual described in and who executed the foregoing instrument; that he, said subscribing witness, was present and saw executed the same; and that he, said witness, at the same time subscribed his name as witness thereto.

Sheet *NINE (9)*  
SECTION *30*  
BLOCK

LOT *Part of 5A*  
COUNTY OR TOWN *Village of Tarrytown*  
*Town of Greenburgh*

Recorded at Request of

**UNLIFE TITLE INSURANCE**  
Company of New York

RETURN BY MAIL TO

**Walsh and Walsh, ESQS.**  
The Lyceum Bldg.  
Tarrytown, NY 10591

See File

RESERVE THIS SPACE FOR USE OF RECORDING OFFICE

RECEIVED  
WESTCHESTER COUNTY CLERK  
JUN 24 AM 10 22

25185

The foregoing instrument was endorsed for record as follows:  
The property affected by this instrument is situate in the  
**TOWN OF GREENBURGH**  
County of Westchester, N. Y. A true copy of the original  
DEED

recorded in the Division of Land Records of the County Clerk's  
Office of Westchester County on **JUNE 24, 1977**  
at **10:22 A.M.** in Liber **7399** Page **70** of Deeds.

Witness my hand and Official Seal *George R. Monroe*

**George R. Monroe**  
County Clerk



99 Sunnyside Boulevard, Suite 100  
Woodbury, New York 11797  
Phone: 516.364.0660 | Fax: 516.364.0668

37-18 Northern Boulevard, Suite 525  
Long Island City, NY 11101  
Phone: 718.942.3320

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February 19, 2019

Mr. Richard Slingerland  
Village Administrator  
Village of Tarrytown  
One Depot Road  
Tarrytown, New York 10591

RE: **Additional Services Fee Request for a Joint Stormwater Pollution Prevention Plan (SWPPP)  
Riverwalk Extension Design and the Bank Shore Stabilization, Village of Tarrytown, NY**

Dear Mr. Slingerland:

Per the scope modifications for Riverwalk requested by the Village to develop a Stormwater Pollution Prevention Plan (SWPPP) to cover both the Riverwalk Project and the Bank Shore Stabilization Project, B. Thayer Associates requests an Additional Services fee in the amount of **\$12,800.00** to include this DEC-required scope. This modification requires development of a SWPPP for the combined project site. This also requires significant coordination with McLaren Engineering for the joint SWPPP.

**Add Services Fee – Not-to-Exceed Cost:**

**Task 1 – Preparation of SWPPP**

~~\$12,750.00~~ *\$6,000.00*

- Preparation of a Notice of Intent (NOI) for the joint project
- One Site Visit During Preparation of SWPPP
- A combined Soil Erosion and Control for the joint project
- A combined SWPPP for landscape restoration for the joint project
- Coordination with Village of Tarrytown

**Direct Expenses**

\$ 50.00

**Total (NTE)**

~~\$12,800.00~~ *\$6,050.00*

**Limiting Assumptions:**

1. All fees to Village/State shall be paid directly by the Owner.
2. Notice of Intent to be prepared and submitted by the Village of Tarrytown.
3. Assumes that Stormwater Pollution Prevention Plan (SWPPP) does not require New York State Pollutant Elimination System (SPDES) Stormwater General Permit for Stormwater Discharges from Municipal Separate Storm Sewer Systems (MS4s).
4. Scope shall be limited to the above services and deliverables only. Additional services can be requested for an additional fee.

Your consideration of our request to meet your needs and goals is greatly appreciated. We are committed to providing B. Thayer Associates' experience, expertise, and excellence for successfully executing this project. Should you have any questions please feel free to call anytime. I can be reached at 516-364-0660 x106.

Client:

Village of Tarrytown

Richard Slingerland,

Village Administrator

Date:

B. Thayer Associates

Curtis F. Velsor, RLA, LLA, ISA  
Senior Landscape Architect

Date: 2/19/2019



## PROFESSIONAL SERVICES TERMS AND CONDITIONS

Page 2 of 2

**INDEMNITY FOR MOLD CLAIMS:** It is understood by the parties that existing or constructed buildings may contain mold substances that can present health hazards and result in bodily injury, property damage and/or necessary remedial measures. If, during performance of the SERVICES, BTA knowingly encounters any such substances, BTA shall notify the CLIENT and, without liability for consequential or any other damages, suspend performance of services until the CLIENT retains a qualified specialist to abate and/or remove the mold substances. The CLIENT agrees to release and waive all claims, including consequential damages, against BTA, its subconsultants and their officers, directors and employees arising from or in any way connected with the existence of mold on or about the project site whether during or after completion of the SERVICES. The CLIENT further agrees that to the fullest extent permitted by law, it shall indemnify and hold BTA harmless from and against all claims, costs, liabilities and damages, including reasonable attorneys' fees and costs, arising in any way from the existence of mold on the project site whether during or after completion of the SERVICES, except for those claims, liabilities, costs or damages caused by the sole gross negligence and/or knowing or willful misconduct of BTA. BTA and the CLIENT waive all rights against each other for mold damages to the extent that such damages sustained by either party are covered by insurance.

**DOCUMENTS:** All of the documents prepared by or on behalf BTA in connection with the PROJECT are instruments of service for the execution of the PROJECT. BTA retains the property and copyright in these documents, whether the PROJECT is executed or not. These documents may not be used for any other purpose without the prior written consent of BTA. In the event BTA's documents are subsequently reused or modified in any material respect without the prior consent of BTA, the CLIENT agrees to defend, hold harmless and indemnify BTA from any claims advanced on account of said reuse or modification. BTA cannot guarantee the authenticity, integrity or completeness of data files supplied in electronic format ("Electronic Files"). CLIENT shall, to the fullest extent permitted by law, release, indemnify and hold BTA, its officers, employees, consultants and agents harmless from any claims or damages arising from the use of Electronic Files. Electronic files will not contain stamps or seals, remain the property of BTA, are not to be used for any purpose other than that for which they were transmitted, and are not to be retransmitted to a third party without BTA's written consent. In the event CLIENT terminates the Agreement or breaches any of the terms of the Agreement, BTA reserve the absolute right, in its sole discretion, to revoke any and all licenses and permissions with respect to BTA's instruments of service (including, but not limited to, any license or permission for CLIENT to use any of BTA's instruments of service).

**FIELD SERVICES:** BTA shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with work on the PROJECT, and shall not be responsible for any contractor's failure to carry out the work in accordance with the contract documents. BTA shall not be responsible for the acts or omissions of any contractor, subcontractor, any of their agents or employees, or any other persons performing any of the work in connection with the PROJECT.

**GOVERNING LAW/COMPLIANCE WITH LAWS:** The AGREEMENT shall be governed, construed and enforced in accordance with the laws of the jurisdiction in which the majority of the SERVICES are performed.

**DISPUTE RESOLUTION:** Any and all claims and/or disputes arising out of the AGREEMENT and/or the SERVICES shall be subject to litigation in the Supreme Court of the State of New York, County of Nassau

**ASSIGNMENT:** The CLIENT and BTA shall not, without the prior written consent of the other party, assign the benefit or in any way transfer the obligations under the AGREEMENT or any part hereof.

**GENERAL TERMS:** If any term, condition or covenant of the AGREEMENT is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of the AGREEMENT shall be binding on the CLIENT and BTA. Each provision of this AGREEMENT (including the Terms and Conditions) shall be deemed drafted equally by CLIENT and BTA. This AGREEMENT constitutes the entire agreement of the parties with reference to the subject matter herein. This AGREEMENT may not be amended, modified or abrogated except in writing subscribed by the parties. This AGREEMENT shall be binding upon the parties hereto, their heirs, personal representatives, administrators, trustees, executors, successors, subsidiaries, affiliates and assigns



## PROFESSIONAL SERVICES TERMS AND CONDITIONS

Page 1 of 2

The following Terms and Conditions are attached to and form part of the Proposal for Professional Services to be performed by Barbara Thayer, P.E., Arch., Landscape Architecture, L.S., D.P.C. (BTA) and together the Proposal and the Terms and Conditions constitute the AGREEMENT.

**DESCRIPTION OF WORK:** BTA shall render the services described in the Proposal (hereinafter called the "SERVICES") to the CLIENT.

**TERMS AND CONDITIONS:** No terms, conditions, understandings, or agreements purporting to modify or vary these Terms and Conditions shall be binding unless hereafter made in writing and signed by the CLIENT and BTA. In the event of any conflict between the Proposal and these Terms and Conditions, these Terms and Conditions shall take precedence. This AGREEMENT supercedes all previous agreements, arrangements or understandings between the parties whether written or oral in connection with or incidental to the PROJECT. In the event any of the terms of this AGREEMENT conflict or are inconsistent with any other agreement or contract relating to the Project that CLIENT and BTA enter into simultaneously with this AGREEMENT, the terms of this AGREEMENT shall govern and control.

**COMPENSATION:** Payment is due to BTA upon receipt of invoice. Failure to make any payment when due is a material breach of this AGREEMENT and will entitle BTA, at its option, to suspend or terminate this AGREEMENT and the provision of the SERVICES. Interest will accrue on accounts overdue by 30 days at the lesser of 1.5% per month (18% per annum) or the maximum rate of interest permitted by law. Unless otherwise noted, the fees in this agreement do not include any value added, sales, or other taxes that may be applied by Government on fees for services. Such taxes will be added to all invoices as required. In addition to any other remedy available to BTA pursuant to this AGREEMENT or otherwise, in the event that CLIENT fails to timely make payment of any sum due under this AGREEMENT, CLIENT shall be liable to BTA for any and all collection costs and expenses BTA incurs (including, but not limited to, reasonable attorneys' fees) in collecting the sums due.

**NOTICES:** Each party shall designate a representative who is authorized to act on behalf of that party. All notices, consents, and approvals required to be given hereunder shall be in writing and shall be given to the representatives of each party either by hand delivery, reputable overnight courier (such as Federal Express) or certified mail, return receipt requested.

**TERMINATION:** Either party may terminate the AGREEMENT without cause upon ten (10) days notice in writing. If either party breaches the AGREEMENT and fails to remedy such breach within seven (7) days of notice to do so by the non-defaulting party, the non-defaulting party may immediately terminate the Agreement. On termination by either party without cause, the CLIENT shall forthwith pay BTA all fees and charges for the SERVICES provided to the effective date of termination, plus, in the event CLIENT terminates the Agreement without cause, all direct costs incurred by BTA as a result of the termination and BTA's lost overhead and profit on the Services not performed as a result of the termination.

**ENVIRONMENTAL:** Except as specifically described in the Scope of Services, BTA's field investigation, laboratory testing and engineering recommendations will not address or evaluate pollution of soil or pollution of groundwater.

**PROFESSIONAL RESPONSIBILITY:** In performing the SERVICES, BTA will provide and exercise the standard of care, skill and diligence required by customarily accepted professional practices normally provided in the performance of the SERVICES at the time and the location in which the SERVICES were performed (the "Standard of Care"). In addition to any other limitation of liability set forth in the Agreement or provided by law, so long as BTA complies with the Standard of Care, (i) BTA shall not be liable or responsible for any mistakes, errors or omissions in the performance of the SERVICES and/or in any instruments of service prepared by BTA and (ii) any such mistake, error or omission shall not be deemed a breach of this AGREEMENT.

**LIMITATION OF LIABILITY:** The CLIENT releases BTA from any liability and shall to the fullest extent permitted by law, defend, indemnify and hold BTA harmless from any and all claims, damages, losses, and/or expenses, direct and indirect, or consequential damages, including but not limited to attorney's fees and charges and court and arbitration costs, arising out of, or claimed to arise out of, the performance of the SERVICES, excepting liability arising from the sole gross negligence or willful misconduct of BTA. It is further agreed that the total aggregate amount for which BTA may be liable on all claims the CLIENT may have against BTA under the AGREEMENT and in connection with SERVICES, including but not limited to all claims for negligence, negligent misrepresentation and breach of contract, shall be strictly limited to the lesser of professional fees paid to BTA for the SERVICES or five hundred thousand dollars (\$500,000). No claim may be brought against BTA more than one (1) year after the cause of action arose. As the CLIENT's sole and exclusive remedy under these Terms and Conditions any claim, demand or suit shall be directed and/or asserted only against BTA and not against any of BTA's employees, officers or directors. Notwithstanding anything in the AGREEMENT to the contrary, CLIENT hereby waives any and all claims for consequential damages arising out of and/or related to the Agreement and/or the Services.



Margie Ruddick  
**LANDSCAPE**  
1 Neperan Rd.  
Tarrytown NY 10591

February 11, 2019

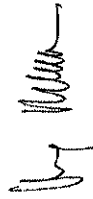
Richard Slingerland  
Village of Tarrytown  
One Depot Plaza  
Tarrytown, NY 10591

Dear Mr. Slingerland,

We are pleased to submit this proposal to assist in completing the DEC grant for enhancing waterfront access along the Hudson River at Losee Park. Our office is a pioneer in innovative and sustainable design, harmonizing ecological conditions with the built environment and connecting the community to the environment. We look forward to working with you.

Please let us know if you have any comments or questions. We look forward to speaking with you soon.

Warm regards,



Margie Ruddick  
Principal

SCOPE OF WORK & FEE PROPOSAL

THE SITE

The site is the waterfront edge of Losee Park.

1.0 SCOPE OF SERVICES

1.1 GRANT WRITING ASSISTANCE

Margie Ruddick Landscape (MRL) will work with the Village of Tarrytown, Princeton Hydro, and the engineer to prepare the grant application through the Department of Environmental Conservation. MRL will review past grant applications and current designs, perform environmental analysis, community and usage analysis, and consult on language and content for the application. MRL will also consult and prepare for grant interview.

1.2 ADDITIONAL SERVICES

Design: Any design develop beyond initial concept, including sketches, precedent images, measured layout, construction details.

Permitting drawings: Services necessary to obtain environmental or other permits as additional services. These include attending meetings, preparing permitting drawings, and any other work needed solely for the purpose of obtaining environmental or other permits.

Renderings: Any rendered perspectival or other views requested by the client.

Cost estimates: Any cost estimates for construction.

Please see "3.0 Additional Services" below for fees associated with these services. Additional services will be agreed upon via contract addendum in writing prior to performing services.

Accepted



Margie Ruddick

Client

2.0 FEE SCHEDULE

The fee for this scope of work will be billed hourly to an estimated total fee of \$5,000. A retainer of \$1,000 will be remitted to MRL on signing this agreement, to be credited equally on the first three invoices.

3.0 ADDITIONAL SERVICES

Work on deliverables not listed in the scope of services will be considered additional services. Additional services shall be billed on a Time and Materials basis or by contract addendum. Hourly rates for additional services are \$350 for Margie Ruddick, \$175 for Associate, and \$110 for staff.

4.0 PAYMENT TERMS

Payments will be based on monthly invoices. Payment should be remitted by check or wire transfer within 10 days of submission. Invoices paid after 30 days of invoice date will bear interest at twelve percent per annum. Invoices left unpaid for more than 60 days from the date of submission of invoice will cause review for the project to be put on hold.

All travel and all printing, reprographics, postage and handling incurred by MRL shall be reimbursable expenses billed at cost.

5.0 TERMINATION

This agreement may be terminated by either party with written notice. In such case MRL will be compensated for all hours worked past the previous payment.

February 11, 2019

Date

Date



## LOCAL LAW \_\_\_\_ - 2019

A local law to amend Chapter 9 of the Code of the Village of Tarrytown entitled Architectural Review Board to amend the review of certain building permit applications by the Architectural Review Board

Section 1. Be it enacted by the **Board of Trustees** of the **Village of Tarrytown** as follows (Language in **Bold and Underlined** to be added, language in ~~**Strikethrough and bold and underlined**~~ to be deleted):

Section 2. Chapter 9, Section 4. (A) "Referral of applicants for building permits" shall be amended to read as follows:

Chapter 9, Section 4. (A) shall be re-titled – Referral of applicants for building permits or other work for Architectural Review."

Section 3. Chapter 9, Section 4. (A) "Referral of applicants for building permits or other work for Architectural Review" shall be amended to read as follows:

Except where an application for a certificate of appropriateness must be submitted to the Architectural Review Board pursuant to the Landmark and Historic District Act (Chapter 191, Historic Districts and Landmarks), every application for a building permit shall be referred by the ~~Building Inspector to the Architectural Review Board, provided that:~~

- (1) ~~There will be construction, reconstruction or alteration of any building or structure that affects the exterior appearance of the building or other structure and is visible from any public street;~~
- (2) ~~The proposed plans include construction, reconstruction or alteration of any deck or uncovered porch that affects the exterior appearance of the building or other structure, is visible from any public street and exceeds 25 square feet, including steps;~~
- (3) ~~The proposed plans include construction, reconstruction or alteration of existing/new windows or security grills that affect the exterior appearance of the building or other structure and are visible from any public street; or~~
- (4) ~~The proposed plans include construction, reconstruction or alteration of any fence or wall exceeding three feet in height or 20 feet in length that is visible from any public street.~~ **involving any of the following shall be referred by the Building Inspector to the Architectural Review Board:**

**ARB review is required for applications requiring Planning Board approval, including:**

- 10
1. Construction of a new building
  2. Construction or rehabilitation of buildings with prior Architectural Review Board approval
  3. Rehabilitation of buildings that involves more than replacement with materials (windows, doors, siding, or garage doors) that are not of the same kind. For example, replacement of double-hung windows with casement windows would require ARB approval
  4. Additions that increase the existing building footprint by 25% or more;
  5. Architectural amendments to buildings or structures that were built before 1929
  6. Fences that are in the front yard or front-yard set back
  7. Standalone walls
  8. Applications for signage or awnings;
  9. Applications for a property within the Restricted Retail RR Zone or commercial properties outside the RR Zone involving:
    - (a) Construction, reconstruction or alteration of any building or structure that affects the portion of the exterior appearance of the building or other structure that is visible from any public street, except applications involving only fences, retaining walls, steps, and /or sidewalks;
    - (b) Construction, reconstruction or alteration of any deck or uncovered porch that affects the exterior appearance of the building or other structure, is visible from any public street and exceeds 25 square feet (such size calculation shall include any steps); or
    - (c) Construction, reconstruction or alteration of existing/new windows or security grills that affect the exterior appearance of the building or other structure and are visible from any public street.
    - (d) Painting using different colors than those that exist on the building, that affect the exterior appearance of the building or other structure and are visible from any public street.

4. B. Exceptions – It is the intent of the Board of Trustees to provide a process for routine maintenance or changes and upgrades to buildings that do not result in major, detrimental departures from the original construction and design of a structure applications that are excepted from ARB review include

1. additions that increase the existing building footprint by less than 25%
2. fences that are only in the rear yard or side yard set back
3. retaining walls
4. steps, and/or sidewalks
5. painting a building or structure the same colors

6. painting a building or structure and changing colors from the existing colors, with colors in the Benjamin Moore Historical Color Chart (as it may be updated from time to time), maintained in the Building Department, or an equivalent color palette that has only slight variations in color hues.

#### **Section 4: Supersession of other laws.**

All laws, ordinances, rules and regulations of the Village are modified and superseded by this article with respect to their application to parking and enforcement.

#### **Section 5: Severability**

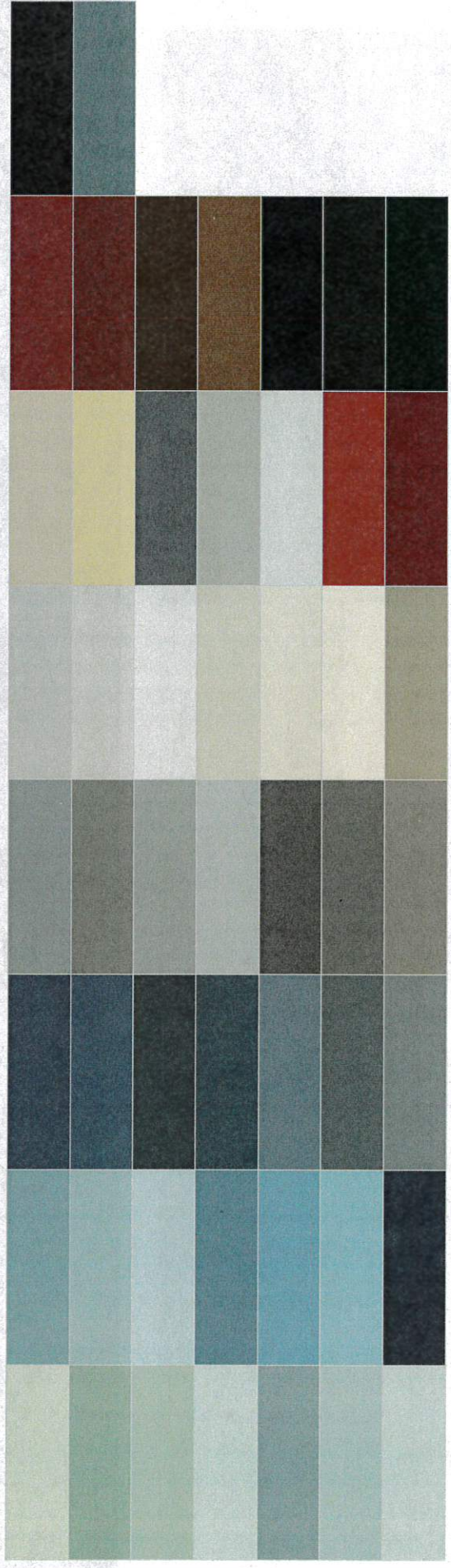
If the provisions of any article, section, subsection, paragraph, subdivision or clause of this local law shall be judged invalid by a court of competent jurisdiction, such order of judgment shall not affect or invalidate the remainder of any article, section, subsection, paragraph, subdivision or clause of this local law.

#### **Section 6: Effective Date**

This local law shall take effect immediately upon filing in the office of the New York State Secretary of State in accordance with Section 27 of the Municipal Home Rule Law.







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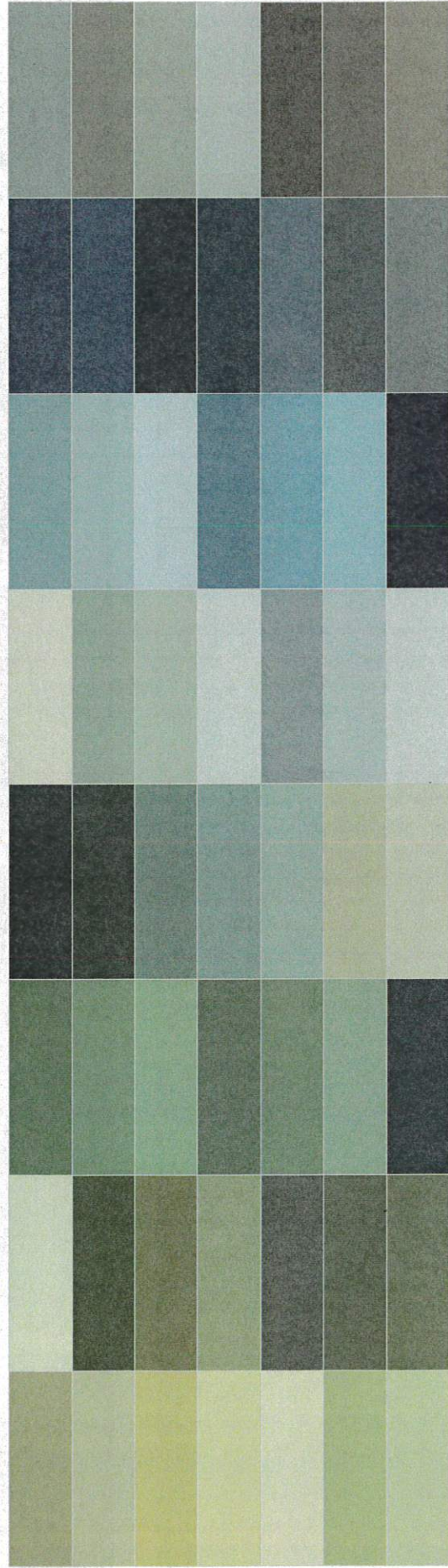
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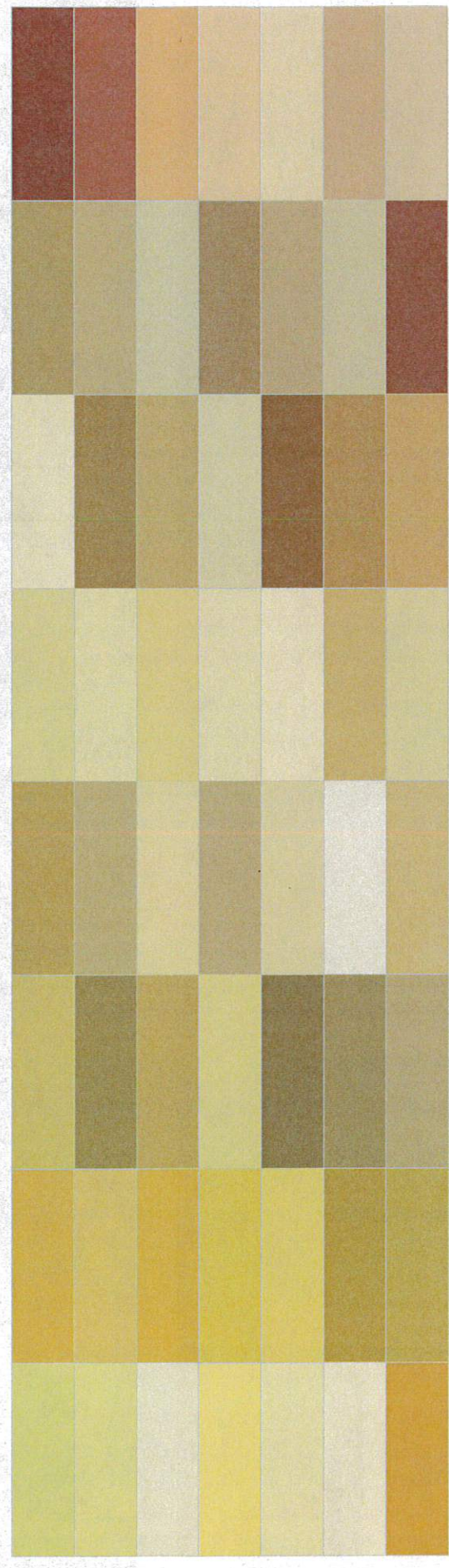
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CONTEMPORARY



11

AGREEMENT BY AND BETWEEN  
Tarrytown, NY (CLIENT)  
AND  
COMPLUS DATA INNOVATIONS, INC. (COMPLUS)

**FASTTRACK™ SERVICES AGREEMENT**

This **FastTrack™ Services Agreement** (this "Agreement") is made and entered into on \_\_\_\_\_, by and between Complus Data Innovations, Inc. ("COMPLUS"), with offices at 120 White Plains Road, Tarrytown, New York 10591, and Tarrytown, NY ("CLIENT"), with offices at 1 Depot Plaza, Tarrytown, NY 10591.

RECITALS

WHEREAS, COMPLUS is the developer and provider of the **FastTrack™** Parking Ticket Management System, a password-protected software application for the processing of parking tickets and permit payments that COMPLUS makes available for client use through a network connection ("**FastTrack™**");

- WHEREAS, COMPLUS is a provider of certain Equipment related to parking ticket processing;
- WHEREAS, COMPLUS is the developer and provider of certain Software related to the Equipment; and
- WHEREAS, CLIENT desires to access and use **FastTrack™** and use the Equipment and related Software.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties hereto agree as follows:

AGREEMENT

1. Access Rights to **FastTrack™**.

- (a) Subject to and conditioned on CLIENT's compliance with the terms and conditions of this Agreement, COMPLUS hereby authorizes CLIENT to access and use **FastTrack™** through the Client Portal during the Term, solely in connection with CLIENT's business. **FastTrack™** is authorized for use and is not sold to CLIENT. CLIENT acknowledges that **FastTrack™** is the sole property of COMPLUS and that nothing in this Agreement grants any right, title or interest in or to (including any license under) any intellectual property rights in or relating to **FastTrack™**, whether expressly, by implication, estoppel or otherwise. All right, title and interest in and to **FastTrack™** are and will remain with COMPLUS, including any changes, modifications or enhancements to **FastTrack™** that are requested by CLIENT during the Term.



- 11
- (b) COMPLUS shall use commercially reasonable efforts to provide CLIENT the services described on Schedule I of this Agreement in accordance with the terms and conditions hereof, including services related to hosting, managing, operating, maintaining and making **FastTrack™** available to CLIENT for remote electronic access and use by CLIENT. COMPLUS will provide CLIENT with remote access to **FastTrack™** through CLIENT's network connection to a specific Citrix-based portal (the "Client Portal"). The Client Portal may only be installed on a limited number of authorized machines as indicated on Schedule I of this Agreement ("Authorized Machines"). COMPLUS shall use commercially reasonable efforts to provide access to **FastTrack™** 23 1/2 hours per day, seven days a week. Notwithstanding the foregoing, **FastTrack™** will be unavailable daily from 2:00 a.m. until 2:30 a.m. Eastern Time due to daily maintenance. COMPLUS will not be responsible for any downtime arising in connection with the Internet service providers, utilities companies and/or CLIENT's internal network.
  - (c) Use of the Client Portal is subject to the terms of this Agreement. Access to the Client Portal is for the sole purpose of providing CLIENT access to **FastTrack™**. Within the Client Portal, CLIENT may create user specific accounts ("User Accounts") for the individuals authorized by CLIENT to use **FastTrack™** through the Client Portal ("Authorized Users"). The number of Authorized Users that may access **FastTrack™** through the Client Portal at any one time shall be limited to the specific number of licensed **FastTrack™** sessions set forth on Schedule I of this Agreement ("Sessions").
  - (d) CLIENT shall (i) be responsible for creating and managing User Accounts for the Authorized Users, (ii) be responsible for ensuring that all Authorized Users comply with the terms and conditions of this Agreement, (iii) be responsible for the accuracy, quality and legality of Client Data and the means by which CLIENT acquires Client Data, (iv) use commercially reasonable efforts to prevent unauthorized access to or use of the Client Portal or **FastTrack™**, and notify COMPLUS promptly of any such unauthorized access or use and (v) use **FastTrack™** only in accordance with the terms of this Agreement and all applicable laws and government regulations.

## 2. Equipment and Software.

- (a) COMPLUS will provide to CLIENT all handhelds, phones or printers and other equipment (collectively, the "Equipment") and the associated pre-installed COMPLUS proprietary ticket issuance software ("Software"), each as listed on Schedule I of this Agreement. Subject to and conditioned on CLIENT's compliance with the terms and conditions of this Agreement, COMPLUS hereby grants CLIENT a limited license to use the Software during the Term, solely in connection with CLIENT's use of the Equipment and **FastTrack™** and solely in connection with CLIENT's business. CLIENT acknowledges that the Equipment and the Software are the sole property of COMPLUS and that nothing in this Agreement grants any right, title or interest in or to (except for the limited license granted in this Section 2(a)) any intellectual property rights in or relating to the Equipment or the Software, whether expressly, by implication, estoppel or otherwise. All right, title and interest in and to the Equipment and the Software are and will remain with COMPLUS, including any changes, modifications or enhancements to the Equipment or the Software that are requested by CLIENT during the Term.



- 11
- (b) Upon receipt, CLIENT shall promptly acknowledge, on the form attached as Exhibit A, receipt of all such Equipment and Software and that such Equipment and Software are in good working order. CLIENT acknowledges that the Equipment and the Software are the property of COMPLUS, and CLIENT agrees to exercise reasonable care of the Equipment and the Software while such Equipment and Software are in CLIENT's possession.
  - (c) COMPLUS will be responsible for the maintenance and repairs of the Equipment resulting from normal use. Repairs, which in the reasonable opinion of COMPLUS are required as a result of an accident, neglect or misuse of the Equipment (including, without limitation, a repair arising from or in connection with the use by CLIENT of software other than the Software provided by COMPLUS and/or use of the Equipment by CLIENT other than in connection with **FastTrack™**) shall be made at the sole expense of CLIENT. All costs and expenses related to the repair or replacement of the Equipment that is required as the result of an accident, neglect or misuse will be billed to CLIENT. This includes, but is not limited to, the actual cost of the repair or replacement of the Equipment, along with shipping expenses, travel expenses and labor costs (each, if required). Travel expenses, if required, must be pre-approved by CLIENT before repairs will be scheduled.
  - (d) CLIENT shall (i) be responsible for ensuring that all CLIENT users of the Equipment and the Software comply with the terms and conditions of this Agreement, (ii) be responsible for the accuracy, quality and legality of Client Data and the means by which CLIENT acquires Client Data, (iii) use commercially reasonable efforts to prevent unauthorized access to or use of the Equipment and the Software, and notify COMPLUS promptly of any such unauthorized access or use and (iv) use the Equipment and the Software only in accordance with the terms of this Agreement and all applicable laws and government regulations.

**3. Authorization Limitations and Restrictions.** CLIENT shall not, and shall not permit any other person to, access or use **FastTrack™**, the Equipment or the Software except as expressly permitted by this Agreement. All rights not expressly authorized or granted to CLIENT by this Agreement are reserved for COMPLUS. For purposes of clarity and without limiting the generality of the foregoing, CLIENT shall not, except as this Agreement expressly permits:

- (a) copy, modify or create derivative works or improvements of **FastTrack™** or the Software;
- (b) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer or otherwise make available **FastTrack™** or the Software to any person, including on or in connection with the Internet or any time-sharing, service bureau, software as a service, cloud or other technology or service;
- (c) reverse engineer, disassemble, decompile, decode, adapt or otherwise attempt to derive or gain access to the source code of **FastTrack™** or the Software, in whole or in part;
- (d) bypass or breach any security device or protection used by **FastTrack™** or the Software or access or use **FastTrack™** other than by an Authorized User through the use of his or her own then valid User Account;
- (e) input, upload, transmit or otherwise provide to or through **FastTrack™** or the Software, any information or materials that are unlawful or injurious or contain, transmit or activate any harmful code;
- (f) damage, destroy, disrupt, disable, impair, interfere with or otherwise impede or harm in any manner



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**FastTrack™**, the Software or COMPLUS' provision of services to any third party, in whole or in part;

- (g) remove, delete, alter or obscure any trademarks, specifications, documentation, EULA, warranties or disclaimers, or any copyright, trademark, patent or other intellectual property or proprietary rights notices from **FastTrack™**, the Equipment or the Software;
- (h) access or use **FastTrack™**, the Equipment or the Software in any manner or for any purpose that infringes, misappropriates or otherwise violates any intellectual property right or other right of any third party (including by any unauthorized access to, misappropriation, use, alteration, destruction or disclosure of the data of any other COMPLUS client) or that violates any applicable law;
- (i) access or use **FastTrack™** or the Software for purposes of competitive analysis of **FastTrack™** or the Software, the development, provision or use of a competing software service or product or any other purpose that is to COMPLUS' detriment or commercial disadvantage; or
- (j) otherwise access or use **FastTrack™**, the Equipment or the Software beyond the scope of the authorization granted under this Agreement.

4. Equipment Repairs; Software Modifications. Repairs to the Equipment or re-installation and/or modification of the Software, which are required as a result of changes, modifications or enhancements made by or on behalf of CLIENT, shall be made at the sole expense of CLIENT. This includes, but is not limited to, the actual cost of the repair or replacement of such Equipment, along with shipping expenses, travel expenses and labor costs (each, if required). Travel expenses, if required, must be pre-approved by CLIENT before repairs will be scheduled.

5. Additional Services. Additional services requested by CLIENT that are not described in this Agreement must be submitted in writing by CLIENT to COMPLUS. COMPLUS will prepare a statement of work along with a detailed cost estimate to be approved in writing by CLIENT prior to the implementation of said changes or additions. This includes, but is not limited to, requests for additional Equipment, installation of additional Sessions, CLIENT requested changes, modifications or enhancement to **FastTrack™** or the Software or changes, modifications or enhancements and/or relocation of the Equipment or the Client Portal.

6. Exclusive Provider; Responsibilities. CLIENT will use COMPLUS as its exclusive provider for the processing of parking tickets. CLIENT will be responsible for (i) the entry of all handwritten parking tickets into the Client Portal, unless otherwise set forth on Schedule I of this Agreement, (ii) all other non-processing functions related to parking tickets, including the updating and disposition of parking tickets and (iii) the accuracy of the information and Client Data related to such tickets. For the avoidance of doubt, COMPLUS shall not be responsible or liable for the validity or accuracy of any Client Data or information provided to COMPLUS by CLIENT, including, without limitation, the information on the parking tickets.



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7. Compliance with Laws and Regulations. COMPLUS agrees to maintain **FastTrack™** to conform in all material respects to all federal, state and local laws and regulations. COMPLUS shall use commercially reasonable efforts to perform nightly tape backups and to mirror its data center off-site for disaster recovery purposes.

8. Reporting.

- (a) COMPLUS will use commercially reasonable efforts to furnish CLIENT with or provide CLIENT access to digital copies of the following reports on a monthly basis:
  - Aging of Account Receivables;
  - Officer and PEO Performance Reports;
  - Detail of Outstanding Tickets;
  - Year to Date Paid Summary Report.
- (b) To the extent CLIENT desires additional reporting beyond the reports described in Section 8(a), CLIENT must submit a written request to COMPLUS describing CLIENT's additional reporting needs. COMPLUS will use good faith efforts to evaluate such request and, if applicable, will prepare a statement of work that will include what reporting/report(s) may be provided by COMPLUS, a cost estimate for any work required to create or implement such reporting/report(s) and an estimated schedule to perform such work. CLIENT must approve each such statement of work in writing prior to any work commencing to create or implement such reporting/report(s).
- (c) If requested by CLIENT, COMPLUS will prepare all Delinquent Notices and Notice of Violations for outstanding tickets issued to vehicles bearing State of New York plates and out-of-state plates (to the extent allowed by each state's DMV) to the last known registered owner(s). CLIENT will be responsible for postage of such notices. COMPLUS shall prepare and CLIENT shall approve any and all language contained in such notices. State agency approval will also be obtained where applicable. Such notices shall comply with state rules and regulations in all material respects.

9. Training; Support. Throughout the Term, COMPLUS will provide training at CLIENT's offices for **FastTrack™**, the Equipment and the Software. COMPLUS will provide reference manuals describing the features and operations of **FastTrack™**, the Equipment and the Software. COMPLUS will provide updates to the system as they become available. Throughout the Term, COMPLUS will provide support assistance from field supervisors and by telephone at no charge to CLIENT during the hours of 8:30 a.m. to 5:00 p.m. (Eastern Time) Monday through Friday (with the exception of all state and nationally recognized holidays).

10. Indemnity.

- (a) CLIENT agrees to indemnify, defend and hold harmless COMPLUS, its officers, agents and employees, from any claims, controversies, lawsuits, liabilities or expenses incurred by or brought against COMPLUS by third parties in any way related to COMPLUS' service and/or this Agreement, except where said claims,



controversies or lawsuits are the result of the gross negligence or willful misconduct on the part of COMPLUS. This provision shall survive the termination of this Agreement.

- (b) COMPLUS agrees to indemnify, defend and hold harmless CLIENT, its officers, agents and employees from any claims, controversies, lawsuits, liabilities or expenses incurred by or brought against CLIENT by third parties in any way related to COMPLUS' gross negligence or willful misconduct in the performance of its services under this Agreement. This provision shall survive the termination of this Agreement.

11. Fees. CLIENT agrees to the fee schedule set forth on Schedule II of this Agreement, for the use of **FastTrack™**, the Equipment and the Software. Invoices will be submitted on a monthly basis, payable within thirty (30) days upon receipt.

12. Payment Processing. COMPLUS uses Parking Ticket Payment, LLC for all online credit card processing. Parking Ticket Payment, LLC is a Level 1 Service Provider solely dedicated to providing a method to collect online payments for all of COMPLUS' clients. COMPLUS shall not be responsible or liable for the security of cardholder data that is processed and transmitted through the Parking Ticket Payment, LLC web sites on CLIENT's behalf and for maintaining all applicable PCI DSS requirements.

13. Upon the execution by both parties of this Agreement, a ninety (90) day period for the implementation of the services described on Schedule 1 shall commence. This Agreement will remain in effect for a period of three (3) years beginning on the earlier of (i) the date on which the implementation of the Services is complete or (ii) the end of the ninety (90) day implementation period (such date, the "Effective Date", and such three (3) year term, the "Initial Term"). On the third (3rd) anniversary of the Effective Date, and on each anniversary date thereafter, this Agreement will automatically renew for a one (1) year period upon the same terms and conditions (the "Renewal Term") (the Initial Term and each Renewal Term collectively, the "Term"). If either CLIENT or COMPLUS does not wish for any such renewal, such party must notify the other party in writing of its intention not to renew this Agreement no later than ninety (90) days prior to any such anniversary date, in which case this Agreement shall terminate on such anniversary date. In the event of termination, CLIENT will return to COMPLUS within ten (10) days of the termination of this Agreement all Equipment, peripherals, manuals and all other materials provided to CLIENT by COMPLUS, all of which shall be returned to COMPLUS in good working order. In the event of termination, and provided that there are no outstanding invoices and CLIENT has returned all equipment in good working order, CLIENT will be provided with, at no cost, a computer database containing parking ticket information compiled for CLIENT by COMPLUS during the Term.

14. Proprietary Rights



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- (a) All right, title and interest in and to **FastTrack™**, the Equipment and the Software, including all intellectual property rights therein, are and will remain with COMPLUS. CLIENT has no right, license or authorization with respect to **FastTrack™**, the Equipment or the Software, except as expressly set forth in Section 1(a) or Section 2 of this Agreement. All other rights in and to **FastTrack™**, the Equipment or the Software are expressly reserved by COMPLUS.
  - (b) As between CLIENT and COMPLUS, CLIENT is and will remain the sole and exclusive owner of all right, title and interest in and to all Client Data, including all intellectual property rights relating thereto, subject to the rights and permissions granted in Section 14(c).
  - (c) CLIENT hereby irrevocably grants all such rights and permissions in or relating to Client Data: (i) to COMPLUS and COMPLUS' employees, agents or independent contractors as are necessary or useful to provide FastTrack™, the Equipment or the Software and (ii) to COMPLUS as are necessary or useful to enforce this Agreement or to exercise its rights and perform its obligations under this Agreement.

#### 15. Confidentiality of Information.

- (a) Each of COMPLUS and CLIENT agrees to comply with state and federal regulations regarding the confidentiality of information. Each of COMPLUS and CLIENT further agrees that, except as otherwise expressly provided herein, the information provided by CLIENT and/or the DMV, including the names and addresses and associated information of persons and entities that have received tickets ("Client Data"), shall remain confidential and shall not be sold or shared with any other non-party, company or entity for any purpose, including, but not limited to, marketing, sales, solicitations, collection agencies and/or credit bureaus. This Section 15 shall survive the termination of this Agreement.
- (b) As used herein, "Confidential Information" means all confidential information disclosed by a party (the "Disclosing Party") to the other party (the "Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information of CLIENT shall include Client Data; Confidential Information of COMPLUS shall include **FastTrack™** and its related documentation and the Software; and Confidential Information of each party shall include the terms and conditions of this Agreement, as well as business and marketing plans, technology and technical information, product plans and designs and business processes disclosed by the Disclosing Party to the Receiving Party. Confidential Information (other than Client Data) shall not include information that (i) is or becomes generally known by the public without breach of any obligation owed to the Disclosing Party, (ii) was rightfully known to the Receiving Party without restriction on use or disclosure prior to such information's being disclosed or made available to the Receiving Party in connection with this Agreement, (iii) was or is received by the Receiving Party on a non-confidential basis from a third party that was not or is not, at the time of such receipt, under any obligation to maintain its confidentiality or (iv) was or is independently developed by the Receiving Party without reference to or use of any Confidential Information.
- (c) The Receiving Party shall use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care) and agrees (i) not to use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement and (ii) except as otherwise authorized by the Disclosing Party in writing, to limit access to Confidential Information of the Disclosing Party to those of its employees, contractors and agents who need such



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access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections no less stringent than those herein.

- (d) If the Receiving Party is required to disclose any Confidential Information by any law, regulation, subpoena, order, decree or decision or other process of law, the Receiving Party will provide the Disclosing Party with prior written notice and a reasonable opportunity to seek a protective order and the Receiving Party shall furnish only that portion of the Confidential Information that the Receiving Party is advised by counsel is required to be disclosed by all applicable laws and regulations.

16. Relationship of the Parties. COMPLUS is an independent contractor, and neither COMPLUS nor its staff shall be deemed to be employed by CLIENT.

17. Governing Law; Submission to Jurisdiction. This Agreement and the rights and obligations of the parties and their successors and assigns hereunder shall be interpreted, construed and enforced in accordance with the laws of the State of New York without regard to its choice and/or conflict of laws provisions. Any legal action resulting from, arising under, out of or in connection with, directly or indirectly, this Agreement shall be commenced exclusively in any New York state court located in Westchester County, New York. All parties to this Agreement hereby submit themselves to the jurisdiction of any such court, and agree that service of process on them in any such action, suit or proceeding may be effected by the means by which notices are to be given under this Agreement. In the event of litigation by a party hereto to enforce its rights hereunder, the prevailing party shall be entitled to recover its reasonable attorneys' fees, costs and expenses.

18. Notices. All notices, requests, demands and other communications required or permitted hereunder shall be in writing and shall be deemed to have been duly given if delivered by hand, email or mailed, express, certified or registered mail, return receipt requested, with postage prepaid, or sent priority next day delivery by a nationally recognized overnight courier service that regularly maintains records of items picked up and delivered to the parties at the addresses first set forth above or to such other person or address as a party shall notify the other in writing. Notices delivered personally, by mail or by email shall be deemed communicated as of the date of actual receipt and notices sent by courier shall be deemed communicated as of the date one (1) business day after pick-up.

19. Tax Exemption. CLIENT is a tax exempt entity under the rules of the Internal Revenue Service and will provide COMPLUS with a copy of its tax exempt status upon request.

20. Disclaimer of Warranties. ACCESS TO **FastTrack™**, THE EQUIPMENT AND ANY RELATED MATERIALS (INCLUDING THE SOFTWARE) IS PROVIDED "AS IS" AND, TO THE EXTENT PERMITTED BY LAW, COMPLUS HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHER, AND COMPLUS SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A





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PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE. WITHOUT LIMITING THE FOREGOING, COMPLUS MAKES NO WARRANTY OF ANY KIND THAT **FastTrack™**, THE EQUIPMENT OR ANY RELATED MATERIALS (INCLUDING THE SOFTWARE) OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET CLIENT'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM OR OTHER SERVICES OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE OR ERROR FREE.

21. Limitations of Liability. Any claim that can be brought by CLIENT under or relating to this Agreement must be brought within one (1) year of the action or omission underlying such claim. NEITHER PARTY SHALL BE LIABLE HEREUNDER FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL LOSS OR DAMAGES OR LOST PROFITS OR LOST SAVINGS, EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT FOR INDEMNIFICATION OBLIGATIONS HEREUNDER, IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY FOR ANY MATTER ARISING OUT OF THE SUBJECT MATTER OF THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR OTHERWISE, EXCEED THE AMOUNT OF THE FEES PAID BY CLIENT TO COMPLUS UNDER THIS AGREEMENT. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, THE REMEDIES PROVIDED HEREIN ARE THE PARTIES' SOLE AND EXCLUSIVE REMEDIES.

22. Entire Agreement. This instrument contains the entire agreement between the parties as to the subject matter herein and supersedes all prior agreements, whether oral or written, between the parties hereto. This Agreement may be modified only by a written instrument signed by all the parties hereto.

23. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of this Agreement by facsimile shall be equally as effective as delivery of a manually executed counterpart of this Agreement.

24. E-Sign Disclosure and Consent. If this Agreement is to be executed electronically, CLIENT hereby agrees as follows:

- (a) CLIENT hereby gives its affirmative consent to execute this Agreement and to receive any related records and communications electronically. By consenting, CLIENT also represents that it has full authority to execute this Agreement electronically under applicable local law and regulations, including any under any applicable municipal procurement requirements.
- (b) CLIENT may withdraw its consent to receive records and communications electronically by contacting COMPLUS in the manner described in Section 18 of this Agreement. CLIENT's withdrawal of consent will cancel CLIENT's agreement to receive electronic records and communications. Withdrawal of consent to



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future use of electronic signatures or receipt of records and communications electronically will not revoke electronic execution of this Agreement or any prior agreement or invalidate receipt of records in electronic format prior to such withdrawal. CLIENT may request a paper copy of any records and communications by contacting COMPLUS in the manner described in Section 18 of this Agreement.

- (c) CLIENT is responsible for providing COMPLUS with true, accurate and complete contact information, including an email address, and maintaining and updating promptly any changes in such contact information. CLIENT may update its contact information by contacting COMPLUS in the manner described in Section 18 of this Agreement.
- (d) COMPLUS reserves the right, in its sole discretion, to discontinue the provision of electronic records and communications, or to terminate or change the terms and conditions on which COMPLUS provides electronic records and communications. COMPLUS will provide CLIENT with notice of any such termination or change as required by law.
- (e) CLIENT acknowledges and agrees that CLIENT's consent to electronic records and communications is being provided in connection with a transaction affecting interstate commerce that is subject to the federal Electronic Signatures in Global and National Commerce Act (the "Act"), and that CLIENT and COMPLUS both intend that the Act apply to the fullest extent possible to validate the parties' ability to conduct business by electronic means. CLIENT agrees that, in consenting to electronic signatures and records, CLIENT will not challenge the validity of this Agreement solely on the basis that it was executed electronically.

The signing of the enclosed copy and returning to COMPLUS will indicate CLIENT's acceptance of this Agreement, and the terms and conditions contained herein.

Accepted by:

	COMPLUS DATA INNOVATIONS, INC.	Tarrytown, NY
SIGNATURE		
NAME	Ariel Kunar	
TITLE	Chief Executive Officer	
DATE		



COMPLUS\_Tarrytown, NY\_2019

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## SCHEDULE I TO THE FASTTRACK™ SERVICES AGREEMENT

### **SERVICES:**

COMPLUS shall use commercially reasonable efforts to provide CLIENT the following services:

- Hosting, managing, operating, maintaining and making **FastTrack™** available to CLIENT for remote electronic access and use by CLIENT.
- Hosted portal to support online and phone payment options.
- Integration of handheld ticket writer(s) with payByphone and Digital paystation service(s)
- Nationwide registered owner name retrieval
- Violation Noticing

### **EQUIPMENT:**

The following Equipment and Software will be provided to CLIENT for the sole purpose of parking ticket issuance and processing.

Name	QTY
Bar Code Reader (provided under prior Agreement)	2
Laser Printer - non color (provided under prior Agreement)	1
Monitor 23-24"	1
N5 Batteries	4
N5 Carry Case	4
N5 Screen Protector	4
N5 Strap	4
N5Z1 Handheld Ticket Writer	4
Personal Computer	1
FastTrack Ticket Management Software license(s)	4

**AUTHORIZED MACHINES:** The Client Portal may only be installed on four (4) authorized machines.



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## SCHEDULE II TO THE FASTTRACK™ SERVICES AGREEMENT

### FEE SCHEDULE:

Description	Fee
Parking Ticket Management system	10.5% of revenue collected
Data Plans	reimbursable to Complus
Handheld Ticket Stock	reimbursable to Complus
Postage	reimbursable to Complus
Advanced Collections	33.5% of revenue collected

Warning Tickets: In the event that CLIENT elects to issue warning tickets, COMPLUS will bill CLIENT \$1.45 for each issued warning ticket issued.

DMV Fees: DMV Fees are paid for by COMPLUS. However, COMPLUS reserves the right to pass along to CLIENT, and CLIENT agrees to pay COMPLUS, any increases charged by the various DMV agencies to provide registered owner's names and addresses after the first (1st) year of this Agreement.

- ✓ COMPLUS and its affiliates have developed and programmed **FastTrack™** and are solely responsible for its functionality, and to make any and all necessary changes to ensure it conforms to all federal, local and State laws, rules and regulations, as well as any and all banking rules and regulations that pertain to all forms of credit card payment, including VISA, MASTERCARD and Discover.

### Processing Fee Schedule for Online Payments:

- \$3.50 per parking ticket/code violation paid through COMPLUS' web interface.
- 3.5% per permit payment paid through COMPLUS' web interface.

The term "Processing Fee" as referenced in this Agreement a fee paid by the end user of the online payment service for parking ticket payment and permit payment transactions.



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COMPLUS may change this processing fee schedule upon no less than thirty (30) days written notice to CLIENT, and CLIENT may terminate the credit card payment provisions of this Agreement if CLIENT notifies COMPLUS in writing prior to the effective date of such fee schedule change of its election to so terminate such provisions (which termination will be effective on such effective date).

COMPLUS will be the credit card merchant for these transactions and CLIENT will only be responsible for allowing chargebacks to be withdrawn from the account in the event a cardholder requests to have the transaction reversed according to credit card rules, regulations and timetables and to allow for the chargeback fee to also be withdrawn from the account under the same rules, regulations and timetables. For chargeback transactions, any tickets that were paid for said transactions will be reinstated in **FastTrack™** and become subject to further collection efforts.

Equipment Fees:

Any handheld ticket writer that is lost/stolen is the sole responsibility of the CLIENT and will be billed at a cost of \$3500 per unit.



