

**VILLAGE OF TARRYTOWN  
BOARD OF TRUSTEES  
WORK SESSION 6:00 P.M.  
WEDNESDAY, JANUARY 14, 2015  
Tarrytown Village Hall  
One Depot Plaza, Tarrytown, New York**

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Board of Trustees Concerns

Open Session

1. Wilson Park Wall
2. Pothole Killers
3. Advisory Committees RiverWalk Park Extension at Losee Park and Pedestrian Tunnel
4. Gracemere Park License Agreement
5. Parking Change – Franklin Street/John Street

Executive Session

- 1A. Personnel – DPW
- 2A. Personnel – Police Department

Patch Management, Inc  
451 Tyburn Road  
Fairless Hills, PA 19030



Telephone: 215 949-9400  
Fax: 215 949-3166  
E-mail: [crb@potholekillers.com](mailto:crb@potholekillers.com)

TM

August 18, 2014

Michael Mills, Village Administrator  
Village of Elmsford  
15 South Stone Avenue  
Elmsford, NY 15023

Dear Mr. Mills:

Thank you for contacting Patch Management Inc, to inquire about our patented state of the art "spray injection repair program". As we discussed hereafter you will find our proposal for our 80 pilot program where we will perform the actual repairs under a contract services program with our operator, the equipment and a dedicated level of materials to complete your pilot. In response to the questions at my presentation, I have also included a proposal for a monthly leasing service where your operator will perform the actual repairs under the truck leasing program, while we supply the equipment and materials billed at a metered rate to complete your program.

### **Contract Services 80 hour pilot program**

#### **Scope of services:**

PMI will supply one PK2000 specialized spray injection patcher truck with a skilled operator and the specified materials to perform spray injection repairs where directed by your designated representative. The work schedule will begin at the time you specify and will consist of our providing a total of 80 hours of spray patching repairs with the materials to fulfil the 80 hours.

The operator will work under the direction of your designated manager.

#### **Materials:**

PMI will provide 50 tons of aggregate to perform 80 hours of spray patching repairs; we will allocate up to 1000 gallons of the proper asphalt emulsion for this 80-hour project. Because of the unknown level of damages at your location, if the level of material consumption exceeds the allocations you will be charged at the current published values for the materials required to perform the level of repairs you have us perform.

PK2000 Leasing – PK2000 Contract Services- PK2000 Sales

[www.fixroad.com](http://www.fixroad.com)



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Patch Management will provide the materials that are proven, successful for spray injection patching. The emulsion provided will be suitable for the weather conditions when the application is being applied. The materials used will be categorized as non-hazardous.

**Equipment:**

One PK2000 Pothole Killer truck

The spray injection patcher will be a PK2000 with the Patch Management proprietary systems in place the unit will have an onboard ICC-recirculation flush system capable of cleaning the asphalt emulsion system without the use of hazardous materials. The cleaning of the asphalt emulsion system will not incorporate the discharge of any materials outside the system. The patcher will be equipped with patch on the fly, providing the capability to perform linear patching while moving in a forward direction, The patcher will be equipped with a directional arrow board mounted on the rear of the patcher capable of providing a visual warning to pedestrians and approaching vehicles.

**Customer Responsibilities:**

Your responsibilities will be to provide any traffic control as required, a hard clean surface to place a stone supply, and a loader on site to load the materials as required for restocking the patcher.

**Cost structure: Contract services:**

Our cost to mobilize the equipment, with a skilled operator non-prevailing wage with the identified materials to support the stated work period that has been discounted to \$231.00 per hour for this pilot program of 80 hours, the cost equals \$18,500.00 dollars plus any additional materials that may be required if the level of material consumption exceeds the standard allocations, as follows:

Aggregate 5/16 TW:	\$55.00 per ton
Summer Emulsion:	\$5.50 per gallon
Winter Emulsion: (below 50 degrees)	\$6.10 per gallon

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Submitted by: \_\_\_\_\_ Date: \_\_\_\_\_  
Brian J. Preski, Director, Government Affairs

Approved \_\_\_\_\_ Date: \_\_\_\_\_  
Authorized Representative

Desired start date: \_\_\_\_\_

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PK2000 Systems are proprietary and protected by U.S. Patent and or Patents Pending

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### **MONTHLY LEASE**

If you would rather choose a leasing option the following will serve as a proposal for our monthly leasing program for the PK2000 spray injection patcher.

#### **Scope of services:**

PMI will supply one specialized spray injection (PK2000) truck with our skilled operator who will train one primary and one alternate employee in the proper use and application of the spray injection patching process. Our program will include performing routine maintenance and correcting any breakdown repairs on the equipment, NOTE: if we cannot repair the truck in 6 hours of receiving the notice, we will replace the, truck. PMI will also monitor and confirm that your operators are achieving the production standards that are acceptable within the industry. PMI will provide all of the necessary materials to support the spray patching activity for your needs.

#### **Materials:**

Patch Management will provide the materials that are proven, successful for spray injection patching to your agency as required with proper advanced notice. The emulsion provided will be suitable for the weather conditions when the application is being applied this

will be determined by PMI technicians i.e., below 50 degrees, PMI will provide our proprietary winter blend MMPP asphalt emulsion, above 50 degrees PMI will provide our standard summer asphalt emulsion. PMI will also provide the properly sized and washed aggregate to support the spray injection repair application. The materials used will be categorized as non-hazardous.

#### **Equipment:**

One PK2000 Spray Patcher

The spray injection patcher will be a PK2000 with the Patch Management proprietary systems in place the unit will have an onboard ICC-recirculation flush system capable of cleaning the asphalt emulsion system without the use of hazardous materials. The cleaning of the asphalt emulsion system will not incorporate the discharge of any materials outside the system. The patcher will be equipped with patch on the fly, providing the capability to perform linear patching while moving in a forward or reverse direction, The patcher will be equipped with a directional arrow board mounted on the rear of the patcher capable of providing a visual warning to pedestrians and approaching vehicles.

PK2000 Leasing – PK2000 Contract Services- PK2000 Sales  
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Under a lease program there are no use restrictions, you can operate the unit 3 shifts per day, every day of the month, your only additional cost is for the materials you consume. Maintenance and repairs of the patcher are covered by PMI. The only exception is that if the service call was required because of operator negligence then we will charge you for the labor at our current contract customer rate and for any parts required to return the truck back to an operating condition.

**Customer Responsibilities:**

Your responsibilities will be to provide all traffic control as required, and an appropriate loader on site to load the materials as required for restocking the patcher. Customer to provide a secure area where we can park the PK2000 truck that has a 120 VAC power outlet that will be used to maintain the temperature of our asphalt material overnight.

Cost structure: Lease

Monthly lease for 1 PK2000 Patcher: \$9,000.00  
Winter Emulsion (below 50 degrees) \$5.95 per gallon J-F-M-A-N-D  
Summer Emulsion (above 50 degrees) \$5.50 per gallon M-J-J-A-S-O  
Aggregate delivered per ton: \$55.00 per ton

Standard conditions daily estimated values for materials:

Emulsion estimated daily 100 gallons  
Aggregate estimated daily value 5-6 tons

Submitted by: \_\_\_\_\_ Date: \_\_\_\_\_  
Brian J. Preski, Director Government Affairs

Approved \_\_\_\_\_ Date: \_\_\_\_\_  
Authorized Representative

Desired start date: \_\_\_\_\_

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If you agree with this proposal and our approach please have an authorized representative execute and fax this page back to Patch Management, Inc., at 215 949-3166 and we will prepare a delivery and training schedule for your review and approval.

This is the most economical, efficient, and safest method that is an environmentally responsible application to perform pothole and asphalt repairs year round. We thank you for this opportunity and look forward to assisting you with the pothole maintenance program as outlined. If you have any questions please contact us at 215 949-9400, again we thank you for this opportunity. This proposal is valid for thirty (30) days, if not approved we reserve the right to provide a new proposal due to demands or changing materials costs.

NOTE: Because of the demand for this equipment, and the services of PMI, if you intend to approve of this proposal please understand, upon our receiving your approved document you will be placed into the scheduling queue, and when a time and date has been confirmed you will be notified of the scheduled start date.

We thank you for the opportunity to have provided this proposal to you for consideration, if you have any questions please contact me at 215-949-9400.

Respectfully,

**Brian J. Preski, Director  
Government Affairs and Marketing  
Patch Management, Inc.  
451 Tyburn Road  
Fairless Hills, PA 19030  
[bjp@potholekillers.com](mailto:bjp@potholekillers.com)  
[www.fixroad.com](http://www.fixroad.com)  
Toll Free: 1877-FIX-ROAD (349-7623)  
(F) 215 949-3166**

Cc: Craig Baclit, President

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**INTERMUNICIPAL AGREEMENT**

**THIS AGREEMENT** (the "Agreement") dated the \_\_\_\_\_ day of January, 2015, by and between the VILLAGE OF ELMSFORD (the "Village"), a Municipality duly organized and validly existing under the laws of the State of New York (the "State"), with offices located at 15 South Stone Avenue, Elmsford, New York 10523, and the VILLAGES OF ARDSLEY, HASTINGS, DOBBS FERRY, IRVINGTON, SLEEPY HOLLOW AND TARRYTOWN, (the "Municipalities"), each being a municipal corporation duly organized and validly existing under the laws of the State, the Municipalities and the Village are hereinafter referred to, jointly, as the "Parties", and individually, as a "Party").

**WITNESSETH:**

**WHEREAS**, pursuant to Article 8, Sections 1 and 2-a of the New York State Constitution, as effectuated by General Municipal Law §119-o, municipal corporations and districts of the State are empowered to enter into agreements for the performance among themselves or one for the other of their respective functions, powers and duties on a cooperative or contract basis; and

**WHEREAS**, by Board of Trustees Resolution duly adopted by each of the Parties, the Parties are authorized to enter this Agreement for the purchase of the services set forth herein on a cooperative basis ("Cooperative Purchasing"), to wit, for an 80 hour pilot program with Patch Management, Inc. pursuant to the August 18, 2014, proposal of Patch Management Inc. all as same may be agreed to between the Parties; and

**WHEREAS**, the Parties have determined that it is in their best interests to enter into this Agreement setting forth the terms, provisions, covenants and conditions with respect to the Services and Cooperative Purchasing.

**NOW THEREFORE**, in consideration of the terms, provisions, covenants and conditions more fully set forth below, the Parties agree as follows:

**1. The Services.**

Subject to the provisions of this Agreement, the Parties shall undertake Cooperative Purchasing. In furtherance thereof, the Parties authorize the Village to enter into an agreement for services with Patch Management, Inc. ("Vendor"), for services as more particularly described in Vendor's proposal dated August 18, 2014 (the "Proposal"), a copy of which is annexed hereto, made a part hereof and incorporated herein as Schedule A.

**2. Term of Agreement.**

(a) The term of this Agreement shall commence on the date hereof and shall expire upon the completion of the 80 hour Pilot Program provided in the Proposal.



(b) Each Party is under no other obligation to continue with the Vendor's services at the expiration of the 80 hour Pilot Program, however, the Parties may then choose to enter into a successor agreement for cooperative purchasing of such services.

**3. Charges for Services.**

The Services will be paid for by the Municipalities herein in accordance with Schedule B, attached hereto and made a part hereof (the "Schedule").

**4. Status of Employees.**

The municipal employees whose Services shall be utilized to implement the terms of this Agreement shall for all purposes remain the employees of the individual Parties.

**5. Obligation of Parties To Insure Employees.**

In all cases, the Parties shall ensure that each employee is covered by workers' compensation insurance for all activities to be performed pursuant to this Agreement.

**6. Policies and Procedures for Cooperative Purchasing.**

Execution by a duly authorized officer of the Parties of a completed Intermunicipal Agreement and delivery of same to the Village of Elmsford hereof shall constitute execution by the Parties of a cooperative purchasing agreement pursuant to Article 5-G of the General Municipal Law and shall constitute authorization by the Village for the Village of Elmsford to move forward with the Vendor pursuant to Vendor's Proposal.

**7. Right to Terminate by Notice.**

The Village shall have the right to terminate this Agreement by providing notice to all of the Parties by certified mail, return receipt Requested, overnight carrier or by email with a copy sent by regular first class mail. The Village shall provide at least thirty (30) days' notice.

**8. No Duty of Parties to Inspect Work in Other Municipalities.**

The Parties agree that each Party is entirely responsible for any inspections conducted in their respective municipalities.

**9. Parties' Obligation to Indemnify, Hold Harmless, Defend, and Cooperate.**

(a) To the fullest extent permitted by law, the Parties:

(i) shall be solely responsible for and shall indemnify and hold harmless the other Parties, and their officers, employees, agents, and servants (collectively, the

"Indemnitees"), from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys' fees and disbursements), and damages (collectively, "Losses") arising out of or in connection with this Agreement, provided, however, that nothing hereunder shall obligate the Parties or the Parties' Agents to indemnify or hold harmless the Indemnitees from and against any losses arising from the negligence of the Indemnitees.

(ii) shall, upon the Village of Elmsford's demand and direction, promptly and diligently defend, at the Parties sole risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnitees and which arise out of or in connection with Section 9 (a)(l) above, and the Village shall pay and satisfy any judgment, decree, loss, or settlement in connection therewith.

(iii) shall, and shall cause any employee, servant, agent, or independent contractor of the Parties, , to cooperate with Elmsford in connection with the investigation, defense, or prosecution of any action, suit, or proceeding arising out of or in connection with Section 9 (a)(i) above.

(b) The obligations of the Parties pursuant to Section 9 (a) hereof shall not be limited by reason of enumeration of any insurance coverage provided under this Agreement.

**10. Governing Law; Severability.**

This Agreement shall be governed by the laws of the State. The provisions of this Agreement are intended to be severable. If for any reason any provision of this Agreement shall be held invalid or unenforceable in whole or in part, such provision shall be ineffective to the extent of such invalidity or unenforceability without in any manner affecting the validity or enforceability of the remaining provisions hereof.

**IN WITNESS WHEREOF**, the Parties have hereto set their hands as of the day and year first above written.

VILLAGE OF ELMSFORD

By: \_\_\_\_\_

[Name and Title of Authorized Officer]

VILLAGE OF ARDSLEY

By: \_\_\_\_\_

[Name and Title of Authorized Officer]

VILLAGE OF DOBBS FERRY

By: \_\_\_\_\_

[Name and Title of Authorized Officer]

VILLAGE OF HASTINGS

By: \_\_\_\_\_

[Name and Title of Authorized Officer]

VILLAGE OF TARRYTOWN

By: \_\_\_\_\_

[Name and Title of Authorized Officer]

VILLAGE OF IRVINGTON

By: \_\_\_\_\_

[Name and Title of Authorized Officer]

VILLAGE OF SLEEPY HOLLOW

By: \_\_\_\_\_

[Name and Title of Authorized Officer]

SCHEDULE 'A' (Proposal)  
SCHEDULE 'B' (FEES FOR INTERMUNICIPAL AGREEMENTS )

# Design & Construction of Segment of the Hudson River Riverwalk Park at Losee Park

The contributions of the Department must also be acknowledged in community press releases and other notices issued for the project, including web site postings and other forms of digital distribution. Project press releases and other notices shall be submitted to the Department for review and approval prior to release, to ensure appropriate attribution.

### 3. Compliance with Procurement Requirements

The municipal attorney, chief legal officer or financial administrator of the municipality shall certify in writing to the Department that applicable provisions of General Municipal Law were fully complied with.

### 4. Project Components

#### Task 1: Project Kick-off Meeting

The Contractor, the Department, project partners and any other appropriate entities shall hold an initial meeting to review the project scope, project schedule, project requirements, roles and responsibilities of project partners, the selection process for procuring consultants, State Environmental Quality Review Act (SEQRA) compliance requirements, the number of public meetings and techniques for public involvement proposed for the project, and any other information which would assist in project completion. In addition, the composition of a project advisory committee shall be discussed during the project kick-off meeting. The Contractor, or a designated project partner, shall prepare and distribute to all project partners a brief meeting summary clearly indicating the agreements/understandings reached at the meeting. Work on subsequent tasks shall not proceed prior to Department approval of the proposed approach as outlined in the meeting summary.

Products: Project kick-off meeting held with appropriate parties. Written meeting summary outlining agreements/understandings reached. Final project schedule.



#### Task 2: Project Advisory Committee

The Contractor shall establish a project advisory committee to oversee all aspects of the project in cooperation with municipal officials and the project consultant(s), if applicable. The committee shall be representative of project stakeholders, including representatives of State and municipal agencies with jurisdiction over project activities or the project area, and non-governmental and community based organizations. A draft list of proposed members shall be circulated to the Department for review and approval prior to establishment of the committee.

Products: Draft and final list of proposed members of project advisory committee. Project advisory committee established.

#### Task 3: Request for Proposals

The Contractor shall draft a Request for Proposals (RFP) including a complete project description with site conditions, expected final results, a schedule for completion, and criteria for selecting a preferred proposal. The Contractor shall submit the RFP to the Department for review and approval prior to release for solicitation of proposals.

Products: Approved RFP released through advertisement in local papers, the New York State Contract Reporter, and other appropriate means.

- Pictures and photographs must be dated and captioned with the location and a brief description of the activity being documented.

The contributions of the Department must also be acknowledged in community press releases issued for the project. Project press releases shall be submitted to the Department for review and approval prior to release to ensure appropriate attribution.

### 3. Compliance with Procurement Requirements

The municipal attorney, chief legal officer or financial administrator of the municipality shall certify in writing to the Department that applicable provisions of General Municipal Law were fully complied with (Appendix A1-XII).

### 4. Project Components

#### Task 1: Project Kick-off Meeting

The Contractor, the Department, project partners and any other appropriate entities shall hold an initial meeting to review the project scope, project requirements, roles and responsibilities of project partners, the selection process for procuring consultants, State Environmental Quality Review Act (SEQRA) compliance requirements, the number of public meetings and techniques for public involvement proposed for the project, attendance at NYS Community Seminar Series training sessions, and any other information which would assist in project completion. In addition, the composition of a project advisory committee shall be discussed during the project kick-off meeting. The Contractor, or a designated project partner, shall prepare and distribute to all project partners a brief meeting summary clearly indicating the agreements/understandings reached at the meeting. Work on subsequent tasks shall not proceed prior to Department approval of the proposed approach as outlined in the meeting summary.

Products: Project kick-off meeting held with appropriate parties. Written meeting summary outlining agreements/understandings reached.



#### Task 2: Project Advisory Committee

The Contractor shall establish a project advisory committee to oversee all aspects of the project in cooperation with municipal officials and the project consultant(s), if applicable. The committee shall be representative of project stakeholders, including representatives of State and municipal agencies with jurisdiction over project activities or the project area, and non-governmental and community based organizations. A draft list of proposed members shall be circulated to the Department for review and approval prior to establishment of the committee.

Products: Draft and final list of proposed members of project advisory committee. Project advisory committee established.

#### Task 3: Request for Proposals

The Contractor shall draft a Request for Proposals (RFP) including a complete project description with site conditions, expected final results, a schedule for completion, and criteria for

## GRACEMERE PARK LICENSE AGREEMENT

This License Agreement made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2015, between Village of Tarrytown, a municipal corporation, having an address at One Depot Plaza, Tarrytown, New York 10591 ("Village"), and Greystone-on-Hudson, having an address at 621 South Broadway, Tarrytown, New York 10591 ("Developer").

### WITNESSETH:

Whereas, the Developer desires to plant trees along a historic tree lined road in Gracemere Park and adjacent to Greystone-on-Hudson which would create a screen between said park and the Greystone-on-Hudson development; and

Whereas, the proposed tree plantings in Gracemere Park would be on Village owned property; and

Whereas, the Developer has offered to pay for the full cost and maintenance of the proposed trees; and

Whereas, the planting of trees as proposed along the existing historic tree lined road will enhance the aesthetic quality of Gracemere Park and benefit the public.

Now, therefore, in consideration of the above benefits, the parties hereto agree as follows:

1. The Village hereby grants a license to the Developer to plant trees in Gracemere Park as indicated in attached Exhibit "A".
2. The Developer is licensed to plant only the tree type specified in its proposal.
3. This license shall become effective upon the planting of the trees.
4. In lieu of payment for the license, the Developer agrees to be solely responsible for the planting of the trees and subsequent maintenance, upkeep and/or replacement of the trees in the event of any damage or destruction from any cause.
5. The Developer agrees to defend, indemnify, and hold harmless the Village from and against all claims, costs, losses or damages actually suffered or incurred by the Village or the general public arising from or as a result of any loss, injury, death or damage to persons arising out of the placement, maintenance

or use of the trees on Village property, except to the extent that such loss, injury, death or damage is caused by or in any way results from or arises out of any act, omission, or negligence of the Village.

6. This License Agreement shall automatically terminate upon the removal of the planted trees for any reason by the Village or if said trees are removed as a result of any natural or any other cause or this License Agreement is terminated by the Village.

7. The Village shall have no obligation to replace any tree(s) damaged or destroyed after the termination of this License Agreement.

Dated: Tarrytown, New York  
January , 2015

\_\_\_\_\_  
Michael Blau, Village Administrator

\_\_\_\_\_  
Greystone-on-Hudson by:  
Andy Todd, President

Approved as to form:

\_\_\_\_\_  
Jeffrey S. Shumejda, Esq.  
Village Attorney

State of New York            )  
County of Westchester    ) ss.:

On this \_\_\_\_ day January, 2015, before me personally came Michael Blau, personally known to me or proved to me on the basis of satisfactory evidence to be the Village Administrator of the Village of Tarrytown, whose name is subscribed to the above instrument and acknowledged to me that he executed the same in his official capacity as Village Administrator of the Village of Tarrytown.

\_\_\_\_\_



Notary Public

State of New York            )  
County of Westchester       ) ss.:

On this \_\_\_\_ day January, 2015, before me personally came Andy Todd, personally known to me or proved to me on the basis of satisfactory evidence to be the President of Greystone-on-Hudson, whose name is subscribed to the above instrument and acknowledged to me that he executed the same in his official capacity as President of Greystone-on-Hudson.

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Notary Public

## Kathy Deufemia

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**From:** Mike Blau  
**Sent:** Monday, January 05, 2015 3:30 PM  
**To:** Kathy Deufemia  
**Subject:** FW: PARKING CHANGE-Franklin St/John St  
**Attachments:** Franklin St-John St.pdf

Work Session – also include Scott’s email

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**From:** Chief Scott Brown [<mailto:sbrown@tarrytowngov.com>]  
**Sent:** Monday, January 05, 2015 2:16 PM  
**To:** Mike Blau  
**Subject:** PARKING CHANGE-Franklin St/John St

A patrol sergeant made the attached recommendation for a parking change at Franklin St/John St following a property damage accident at that location. I concur with his recommendation that a NO PARKING HERE TO CORNER (20' prohibition) should be established at the above intersection to improve the line of sight for vehicles turning from Franklin St onto John St. There have been four accidents at this location over the past two years.

Should the Board of Trustees wish to enact this prohibition the necessary legislation is attached.

TARRYTOWN POLICE DEPARTMENT  
OFFICE MEMORANDUM

DATE: December 29, 2014  
TO: Chief Brown  
FROM: William G. Herguth, Lt. *WGH*  
SUBJECT: Code Change: Parking- Franklin Street

Per your request the following wording may be used for legislation to amend the Village Code to allow for changes that will create a restriction in the area to enhance sight distance for motor vehicle operators turning left on to Franklin Street from John Street.

No material is to be deleted. New material is set forth in capital letters.

§291-77. Schedule XII: Parking Prohibited at All Times

In accordance with the provisions of §291-16, no person shall park a vehicle at any time upon any of the following described streets or parts of streets:

Name of Street	Side	Location
FRANKLIN STREET	NORTH	FROM JOHN STREET FOR 20 FEET IN AN EASTERLY DIRECTION