

**VILLAGE OF TARRYTOWN
BOARD OF TRUSTEES
WORK SESSION 6:15 P.M.
TUESDAY, OCTOBER 30, 2018
Tarrytown Village Hall
One Depot Plaza, Tarrytown, New York**

Presentation - Westchester Power (CCA)

Board of Trustees Concerns

Open Session

1. Code Change - No Left Turn, East Franklin, Grove Street
2. Comprehensive Plan (Place Holder) and CPMC
3. Local Law - Water Rate Structure
4. Comp Alliance Member Participation Agreement
5. Code Change - Parking Meadow Street
6. Army Corps Tidal and Floodgate Mitigation Plan
7. Route 9 Bicycle Lane Study
8. Amendment to Taxi Ordinance
9. ABI Force Machine - Ballfields
10. Police Department Communications System
11. Surplus Equipment - Recreation Department
12. Fire Department Membership Changes

Executive Session

- A. Roads - Gracemere
- B. Police Personnel
- C. Recreation Personnel

Tarrytown Police Department
Memorandum

To: Chief Barbelet

From: Lt. Gregory Budnar

Date: October 5, 2018

RE: Village Code Amendment

East Franklin Street (No Left Turn – Weekdays 7am-8am)

Grove Street (No Left Turn – Weekdays 7am-8am)

Currently the Village Code does not address the “no left turn, weekdays 7am-8am” signage on East Franklin Street at the intersection of South Broadway. This intersection is regulated with a “no left turn, weekdays 7am-8am” sign for westbound traffic. At your request the “no left turn, weekdays 7am-8am” shall remain and should be added to the Village Code. In addition, Sgt. Brian Macom has requested that a “no left turn, weekdays 7am-8am” sign be posted for northbound traffic on Grove Street at the intersection of East Franklin Street. The reason for this additional sign and code change is to diminish traffic in the area of East Franklin Street and South Broadway on weekdays (7 a.m. to 8 a.m.) for pedestrian and student safety. This shall work in accordance with the already established restriction on East Franklin Street at South Broadway.

The following code should be put into place to accommodate this request (new language in underlined Bold Italic print);

§ 291-71. Schedule VI: Prohibited Turns at Intersections.

- A. In accordance with the provisions of § 291-9, no person shall make a turn of the kind designated below at any of the following locations:

Name of Street	Direction of Travel	Prohibited Turn	Hours / Days	At Intersection of
<u>Franklin Street, East</u>	<u>West</u>	<u>Left Turn</u>	<u>7:00 a.m. to 8:00 a.m., weekdays only</u>	<u>Broadway, South</u>
<u>Grove Street</u>	<u>North</u>	<u>Left Turn</u>	<u>7:00 a.m. to 8:00 a.m., weekdays only</u>	<u>Franklin Street, East</u>

LOCAL LAW _____ - 2018

A Local Law to amend the Tarrytown Village Code Chapter 297, entitled "Water" to amend the sections regarding water meters and water rents, to update the section on remote-readable water meters and to add a new section on tampering or vandalism.

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 297-6. Entitled "Water Meters" is amended to read as follows:

Chapter 297. Water

§ 297-6. Water meters.

- A. Water meters of a type approved by the Board of Trustees shall be installed by the Village of Tarrytown or its designated representative in all buildings (other than an accessory building) regardless of type, character or use.
- B. ~~Water meters for the purpose of such installation shall be provided and installed by the owner of the premises.~~ **Water meters shall be furnished and installed by the Village and shall remain the property of the Village.**
- C. ~~Meters shall be maintained and kept in repair by the owner, who shall replace worn, obsolete, inefficient or deficient meters.~~ **The annual water meter rents shall be payable at the time that the water consumption bills are due and shall be made a part of such bill.**
- D. The submetering of water by consumers is prohibited.

Section 3. Sections 297-6 E. and F. regarding upgrading water meters are deleted in their entirety, since the upgrading of water meters to remote-read meters took place approximately ten (10) years ago, and are replaced with new sections E. and F. to be enacted to read as follows:

- ~~E. Upgrade of preexisting water meters in nonresidential structures.~~
- ~~(1) Any preexisting meters that do not embody remote meter reading capabilities shall be upgraded so as to comply with the current requirements of the remote meter reading system currently utilized for residential structures in the Village of Tarrytown. Said upgrade must be undertaken within 60 days following the service of notice by certified mail to install said meter with remote meter reading capabilities.~~

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~~(2) The cost to install a meter with remote meter reading capabilities in a nonresidential structure shall be borne by the owner of the structure.~~

~~(3) The Village Engineer or his/her designee shall develop a manual which shall provide information regarding the specific types of water meters which shall be required by the Village of Tarrytown.~~

~~(4) If after the sixty-day period noted above the property owner fails to install a meter with remote meter reading capabilities as required herein, the Village will, for a period not to exceed 180 days, continue to manually read the existing meter; however, the property owner will be charged the cost to manually read the meter and this charge will be added to the property's water bill. If the additional charge is not paid within 30 days from the date due on said bill, any outstanding balance will be added to the property's next tax bill.~~

~~(5) In addition to the penalties provided for in Chapter 1, Article II, the service of water to any premises may be discontinued by the water supplier if the upgraded water meters required by this article and regulations adopted pursuant thereto are not installed, tested and maintained; if any defect is found in an upgraded water meter; or if it is found that an upgraded water meter has been removed or bypassed. Discontinued water service resulting from this section will not be restored until such condition or defects are corrected.~~

~~F. Upgrade of water meters:~~

~~(1) All water meters shall be upgraded so as to comply with the current requirements of the remote meter reading system. Property owners must allow access to their property upon ten-day notice by certified mail. If the owner is not available to provide access on the noticed day and time, the owner must provide a date and time within a five-day period after the noticed date when access to the property will be available for the installation.~~

~~(2) If a property owner does not provide access for the installation of said new water meters, the Village will impose a penalty of \$100 for each month or part thereof that the property owner does not provide access. If the owner does not pay the penalties imposed, the amount of the penalties shall be added to the property's next tax bill.~~

~~(3) The service of water may be discontinued if an upgraded water meter required by this article is not installed or if it is found that an upgraded water meter has been removed, tampered with or bypassed. Discontinued water service resulting from this section will not be restored until such condition is corrected.~~

New Sections E. and F.

E. Remote-readable water meters – All water meters shall be able to be read remotely by Water Department personnel from outside of and off of the subject property on which they are located.

F. Vandalism or misuse of water meters – In the event of tampering, negligence, reckless or intentional damage or modification of the water meter by the property owner or his or her agent, causing damage to the water meter or causing the water meter to become faulty or not work properly, it shall be the property owner's responsibility to pay for the cost of repairing or replacing the water meter, plus a fine and/or penalty subject to the provisions of chapter 297-17 of this chapter.

Section 4. Chapter 297-21 regarding the effective date of this law, as well as what events it applies to, is amended to read as follows:

§ 297-21. When effective.

This article shall take effect immediately, and its provisions shall be enforced at all times during the existence of a drought, severe drought or extreme drought, or water restriction event, severe water restriction event, or extreme water restriction event as further provided by the City of New York DEP as water supplier, within the Village of Tarrytown, as declared by the Mayor and/or the Board of Trustees.

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.

2017/18 WATER RATES-CURRENT

AS OF 7/17/17 12.37% INCREASE

R1	\$80.45	Reg. Res.
R2	\$120.67	Outside Village Res.
R3	\$59.99	Senior (w/tax exemption)

Village Non-Residential

R5	\$82.74	per 1,000 cubic feet for first 2,000 cubic feet
	\$99.30	per 1,000 cubic feet for next 5,000 cubic feet
	\$119.16	per 1,000 cubic feet for next 5,000 cubic feet
	\$142.99	per 1,000 cubic feet thereafter

Outside Village Non-Residential

R6	\$124.11	per 1,000 cubic feet for first 2,000 cubic feet
	\$148.94	per 1,000 cubic feet for next 5,000 cubic feet
	\$178.72	per 1,000 cubic feet for next 5,000 cubic feet
	\$214.46	per 1,000 cubic feet thereafter

S1-SEWER \$2.50 PER 1000 CU FT * \$1 increase

October 10, 2018

Richard Silingerland
Village Administrator
Village of Tarrytown
1 Depot Plaza
Tarrytown, NY 10591

RECEIVED

OCT 15 2018

TARRYTOWN VILLAGE
ADMINISTRATOR

Michael E. Kenneally
Executive Director

Re: Revised Plan Document

Dear Mr. Silingerland:

In spring 2018, the Board of Trustees of the Comp Alliance adopted, and the New York State Workers' Compensation Board (WCB) approved, changes to the Plan Document for the New York State Municipal Workers' Compensation Alliance. The changes made by the Board of Trustees are reasonable and relatively modest, largely intended to clean up existing inefficiencies and ambiguities in the Plan Document.

Enclosed please find a copy of the new Plan Document. The amendments to the plan document were the result of a periodic, comprehensive review by the Board of Trustees and focus primarily on improving the efficiency of the Comp Alliance's governance and operations. We expect that the changes to the plan document will be mostly imperceptible to our members, as the everyday relationship between the Comp Alliance and its members remains unaffected.

The last time the Plan Document was amended was in 2008, and much has changed in the 10 years that followed. The amendments to the Plan Document accommodate changes to the regulatory landscape, growth in membership and the financial success of the Comp Alliance during that time.

The revisions to the Plan Documents:

- reorganize and clarify language throughout the Plan Document;
- separate the bylaws from the Plan Document;
- provide for an executed Participation Agreement;
- clarify the manner for joining and withdrawing from the Comp Alliance; and
- simplify the plan for the distribution of surplus and collection of assessments in the unlikely event the Comp Alliance ever winds up its affairs.

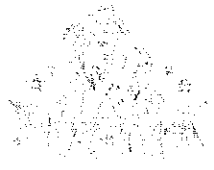
These revisions and others are described more fully in the attached summary. Please note that no action is required of you or your board at this time, although we recommend that you review the attached documents. A new copy of the Participation agreement has been included with the revised Plan Document. Upon your renewal with the Comp Alliance, we will ask that a signed copy of the Participation Agreement be returned to us for our records.

Should you have any questions, please contact your agent or Aaron Reader, Director of Member Services at (315) 725-8077 or by email: areader@wrightinsurance.com.

As always, we strive to provide you the best service and continued stable pricing for your workers' compensation needs. Please let us know if you have any questions.

Sincerely,

Michael Kenneally
Executive Director



Plan Manager: Wright Risk Management

333 Earle Ovington Blvd., Suite 505, Uniondale, NY 11553-3624

Phone: 866-697-6922 Fax: 516-227-2352

SECTION	SUMMARY	FORMER PROVISION	NEW PROVISION
<u>ART. I</u> Purpose	Sets forth the purpose and mission of the Comp Alliance.	<ul style="list-style-type: none"> Formerly contained in Article III. 	<ul style="list-style-type: none"> Moved to Article I.
<u>ART. II</u> Definitions	Defines key terms used throughout the Plan Document.	<ul style="list-style-type: none"> Defines key terms that appear in the Plan Document. Formerly Article I 	<ul style="list-style-type: none"> Updated to reflect changes in language used throughout.
<u>ART. III</u> Trustees	Provides the governance structure of the Comp Alliance and provides the framework for the roles and responsibilities of the Board of Trustees.	<ul style="list-style-type: none"> The Board of Trustees had a minimum (5) and maximum (9). Board of trustees shall include representatives of plan members. Plan Manager has voting seat on board. Set times, dates, notice provisions and rules of procedure for Board of Trustees meetings. Established an executive committee and other committees as necessary. Board members had to be physically present to vote. Formerly Article IV 	<ul style="list-style-type: none"> Sets a minimum number of trustees - no maximum. A majority of the Board of the Trustees shall be public officers of plan members. No key agents are permitted to serve on board. Meeting notices, terms of office and procedural rules incorporated into bylaws. Committees established in bylaws and as otherwise necessary by motion of the Board of the Trustees. Allow for video / teleconference participation of meetings.
<u>ART. IV</u> Members	States membership eligibility requirements, rights and responsibilities of members and the process for joining.	<ul style="list-style-type: none"> Members had to adopt resolutions in forms provided in the plan document. No reference to Participation Agreement. Formerly Article VIII 	<ul style="list-style-type: none"> Resolutions included with plan document are samples and do not have to be executed verbatim. Members will be responsible for executing a Participation Agreement acknowledging their rights and obligations to the group.

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SECTION	SUMMARY	FORMER PROVISION	NEW PROVISION
<u>ART. V</u> Revocation and Termination of Membership	States the terms and conditions for termination of membership with the Comp Alliance.	<ul style="list-style-type: none"> 60 day notice required for termination as of end of fiscal year Formerly Article VIII 	<ul style="list-style-type: none"> 60 day notice required for termination as of end of member's policy year
<u>ART. VI</u> Fund Contributions and Supplemental Assessments	Describes the contributions that members will be responsible for making to the group to cover the benefits provided by the Comp Alliance.	<ul style="list-style-type: none"> Separate articles for contributions for workers' compensation (formerly Article IX) and employer's liability (formerly Article X) benefits. Inconsistent use of the term "assessment". 	<ul style="list-style-type: none"> Clarifies and distinguishes between "fund contributions," "supplemental assessments" and "workers' compensation board assessments." Clarifies the conditions under which "supplemental assessments" may be levied.
<u>ART. VII</u> Administration	Provides the framework for the administration and management of the day-to-day operations of the Comp Alliance.	<ul style="list-style-type: none"> Plan administration (former Article VI) and plan management (former Article VII) addressed in separate articles 	<ul style="list-style-type: none"> Administration and management addressed in same article. Duties, responsibilities and terminology updated to reflect changes in laws and operations of the Comp Alliance.
<u>ART. VIII</u> Investments	Governs the investment of fund contributions collected by the Comp Alliance.	<ul style="list-style-type: none"> Formerly contained in Article VI (Administration) No specific reference to management of investments or investment policy 	<ul style="list-style-type: none"> Requires contract with investment manager and adoption of an investment policy Provides for reporting by the audit and finance committee

SECTION	SUMMARY	FORMER PROVISION	NEW PROVISION
<u>ART. IX</u> Amendment and Termination of Plan	Sets forth the process for amending the Plan Document and the terms and conditions of winding up the affairs of the Comp Alliance.	<ul style="list-style-type: none"> Plan Document may be amended by 2/3 vote of Board of Trustees (former Article XI) Process for dissolution of plan unclear and ambiguous. 	<ul style="list-style-type: none"> Plan Document may be amended by 2/3 vote of the Board of Trustees Clarifies the process for the dissolution of the plan if ever necessary.
<u>ART. X</u> Reformation and Supervening Law	Provides for the continued operations of the Comp Alliance in the event of changes in law.	<ul style="list-style-type: none"> Formerly Article XII 	<ul style="list-style-type: none"> Moved to Article X

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**NEW YORK STATE MUNICIPAL WORKERS COMPENSATION ALLIANCE
PLAN DOCUMENT**

Article I. Purpose

- a. Purpose: The purpose of the Plan is to provide for the efficient and economical evaluation, processing, administration, defense and payment of claims against Plan members for workers' compensation payments and employers' liability payments through self-insurance and otherwise; to effect cost savings insofar as may be possible in Plan members' expenses for such claims and services; to provide for centralized administration, funding, and disbursements for such services; and to provide for risk management to reduce future liability for workers' compensation payments and employers' liability payments. The Plan will function in compliance with the Workers' Compensation Law of the State of New York and all applicable rules, regulations and procedures promulgated by the Workers' Compensation Board of the State of New York.
- b. Fund Year: The Plan shall operate on a July 1. to June 30 fiscal year. The Plan shall continue from year to year until and unless terminated in the manner set forth herein.

Article II. Definitions

- a. "Plan" or "the Comp Alliance" shall mean the New York State Municipal Workers' Compensation Alliance Plan for Workers' Compensation, as provided for herein or as may hereafter be provided for by amendment.
- b. "Municipal Corporation" shall have the meaning as defined in Sections 2 and 6-n of the General Municipal Law.
- c. "Plan member" or "member" shall mean a municipal corporation that has elected to join the New York State Municipal Workers' Compensation Alliance Plan for group self-insurance.
- d. "Board of Trustees" or "Trustees" means the body that shall act as the fiduciary for the benefit of the members and is ultimately responsible for the overall governance of the Plan.
- e. "Plan-member Trustee" means a member of the Board of Trustees that is a public officer of a member municipal corporation.
- f. "At-large trustee" means a member of the Board of Trustees who is not a Plan-member trustee.
- g. "Key agent" means any person, firm or corporation hired by the Board of Trustees to serve as the group administrator, third party administrator, accountant, auditor, investment manager or actuary of the Plan.
- h. "Group Administrator" means an individual or entity licensed by the Workers' Compensation Board pursuant to the Workers Compensation Law which is responsible for assisting the Comp Alliance with complying with the provisions of the Workers Compensation Law and the rules and regulations promulgated there under, and for the coordination of services, including, but not limited to, claims processing, insurance purchasing, loss control, legal, accounting and actuarial services.
- i. "Third Party Administrator" or "Claims Administrator" means an individual or entity licensed by the Workers' Compensation Board pursuant to the Workers' Compensation

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NEW YORK STATE MUNICIPAL WORKERS COMPENSATION ALLIANCE PLAN DOCUMENT

Law which is responsible for the administration and defense of workers' compensation claims of members.

- j. "Workers' compensation payments" shall mean all payments which a Plan member may become obligated to make directly to, or for the benefit of, an employee of the Plan member by operation of the Workers' Compensation Law of the State of New York.
- k. "Employers' liability payments" shall mean all payments which a Plan member may become obligated to make to third-parties by reason of such third-parties' liability to an employee of a Plan member by reason of acts or events which also give rise to compensable claims under the Workers' Compensation Law of the State of New York.
- l. "Opening fund balance" shall mean unspent moneys held by the Plan as of the first day of any fiscal year, but shall not include funds which have been reserved or otherwise set aside as against previously reported claims, whether or not formally asserted, for workers' compensation payments or employers' liability payments.
- m. "Plan Sponsor" shall mean the Association of Towns of the State of New York

Article III. Trustees

- a. Number of Trustees: The Plan shall be governed in all respects by the Board of Trustees. The Board of Trustees shall consist of at least seven (7) trustees. A majority of trustees shall be public officers of Plan Members. No person who is a key agent shall serve on the Board of Trustees.
- b. Trustee Responsibilities: Trustees shall be responsible for the governance of the Plan, including oversight of all monies collected or disbursed by the Plan, engaging and coordinating any and all key agents, maintaining the integrity of the Plan's investments, and taking all necessary actions to ensure that the Plan complies with the Workers' Compensation Law and all applicable rules and regulations. The Board of Trustees shall cause a certified financial statement to be prepared at the end of each fiscal year by an independent certified public accountant approved by the Board of Trustees, which shall be furnished to all trustees and made available to all Plan Members.
 - i.
- c. Trustees Held Harmless: No trustee or former trustee shall be liable to any other trustee or Plan member for actions taken in good faith and within the scope of such trustee's authority; and the Plan shall indemnify, save and hold harmless each trustee or former trustee from any liability arising from any claim, judgment, lawsuit, action or other proceeding, by virtue of their capacity as trustee or in connection with actions taken in good faith and within the scope of such trustee's authority, including reasonable and necessary attorneys' fees and disbursements incurred in connection therewith.
- d. Bylaws: Except as set forth herein, the operations of the Board of Trustees shall be governed by bylaws adopted by it, as amended from time to time.

Article IV. Members

- a. Eligibility: Membership in the Plan is limited to municipal corporations.

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**NEW YORK STATE MUNICIPAL WORKERS COMPENSATION ALLIANCE
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- b. Admission of New Members: Each prospective member of the Plan must execute a Participation Agreement for the group acknowledging that the member understands and agrees to the requirements, obligations and responsibilities associated with membership in the Plan, including, but not limited to joint and several liability and the obligation to pay all funding contributions, WCB assessments and supplemental assessments. The Participation Agreement shall take such form and contain such information as determined by the Board of Trustees. The Board of Trustees shall be under no obligation to admit new members to the Plan.

- c. Member Responsibilities: Members shall comply with all of the responsibilities set forth in the Plan Document and the Participation Agreement.

Each member shall be responsible, jointly and severally, for all liabilities of the Plan under the Workers Compensation Law and all rules and regulations enacted pursuant thereto during its respective period of membership.

- d. Terms and Conditions of Membership: Municipal corporations, including school districts and boards of cooperative educational services, may be permitted to join the Plan at such times and on such terms as may be approved by a majority vote of the Board of Trustees; provided, however, that the Board of Trustees shall be under no obligation to admit new members to the Plan. The Board of Trustees may require applicants for Plan membership to furnish fiscal and loss information, to submit to examinations of their records and operations, and to bear the reasonable expense of such examination. All members must enter into a Participation Agreement, and it is expressly understood and agreed by each Plan member that:

- i. each member understands and accepts that it is responsible pursuant to the Laws of the State of New York for workers' compensation payments to employees and for employers' liability payments to third-parties, and the existence of this Plan shall not relieve or displace any such liability; provided, however, that the Plan shall be liable to its members, and the members shall be liable to the Plan and each other, for the obligations set forth herein.
- ii. each member will appear before the Workers' Compensation Board, and before any other tribunal having jurisdiction over workers' compensation or employers' liability claims, in the name of the Plan and, further, that the Plan shall furnish representation as provided herein.
- iii. each member agrees that it will adhere to the requirements of the Plan, will cooperate in such inquiries and furnish such information as may be necessary or appropriate for Plan purposes, and will promptly pay such initial assessments, continuing assessments, and supplementary assessments, as may properly be made pursuant to the Plan.
- iv. each member consents that the Plan may, in its own name, commence such legal or equitable actions or proceedings in the Supreme Court of the State of New York or in any other competent tribunal having jurisdiction against any member to enforce the obligations of such member pursuant to the Plan.

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NEW YORK STATE MUNICIPAL WORKERS COMPENSATION ALLIANCE PLAN DOCUMENT

- v. as a condition precedent to membership to the Plan, each Plan member represents and warrants to the Plan and to every other member that it has in all respects the power and authority to participate in the Plan as a member; and that it has lawfully and properly taken all steps and performed all acts which may be required to participate in the Plan pursuant to the Plan itself and all applicable laws.
- vi. it is understood and agreed by each Plan member that the funding contributions received from each member will be commingled, and that funds received from one member may, in accordance with Plan criteria, be disbursed for the benefit of other members.
- vii. member obligations: All members shall be responsible for:
 - 1. the prompt payment of all assessments;
 - 2. the maintenance of accurate books and records with respect to workers' compensation and employers' liability claims;
 - 3. the prompt furnishing of information regarding actual and anticipated workers' compensation and employers' liability claims, and with respect to matters likely to give rise to such claims;
 - 4. cooperation with and facilitation of all reasonable inquiries which may be made by the Board of Trustees or Key Agents with respect to specific claims and with respect to loss experience in general; and
 - 5. cooperation with all risk management and loss control programs which may be instituted by the Board of Trustees.
- viii. no municipal corporation, including school district or board of cooperative educational services, shall be admitted to plan membership until its governing body has adopted a resolution accepting the terms of this Plan Document and entered into a Participation Agreement. Sample enabling resolutions in the forms set forth in Appendices A & B hereto, or in such other forms as may from time to time be prescribed by the Board of Trustees.
- ix. Once admitted to plan membership, each member shall be obligated to cooperate in the administration of the plan and to perform all requirements of continuing membership set forth in the Participation Agreement.
- x. The Board of Trustees may decide to pay, compromise or contest any claim. A decision by the Board of Trustees to pay, compromise, or contest any claim shall be final and binding.

Article V. Revocation and Termination of Membership

- a. Any member which fails to pay a required fund contribution, WCB assessment or supplemental assessment within 90 days after the date on which such fund contribution or supplemental assessment was payable will be deemed to have given notice of withdrawal from the Plan, effective at the end of the policy year following the 90-day period. The withdrawal of a member for the failure to pay a required

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funding contribution or supplemental assessment shall not relieve the member of any funding contribution or supplemental assessment due to the Plan for the full policy year. No forbearance with respect to any Plan member or any payment will be deemed to create a waiver with respect to subsequent defaults by the same or any other member.

- b. The Board of Trustees may terminate the membership of any Plan member with not less than 90 days notice, as follows:
 - i. By majority vote, for failure to comply with any of the provisions of the Plan Document or Participation Agreement; or
 - ii. By two-thirds vote, for any other reason.
- c. A plan member reserves the right to revoke this agreement upon sixty (60) days written notice to the Plan. The effective date of termination will be the end of the member's policy year following the sixtieth day from the mailing of such written notification. Any plan member who withdraws or is terminated pursuant to this paragraph from membership will assume sole responsibility as of the effective date of termination for all workers' compensation and employers' liability claims against it which relate to occurrences which take place after the termination date. As of such termination date, the withdrawing or terminated member shall cease to have any liability with respect to any occurrences which took place prior to the termination date regardless of when the claim is submitted, except that such withdrawing or terminated member shall be responsible for any supplemental assessment resulting from a plan shortfall for those claims which arose prior to the date of such termination or withdrawal, as set forth in Article VI of the Plan Document.
- d. It is expressly understood that any notice to revoke, notice to withdraw, or termination as set forth above shall in effect release the Plan and each of the remaining Plan members from any liability to the withdrawing or expelled member, except as expressly provided herein.

Article VI. Fund Contributions and Supplemental Assessments

- a. Annual Fund Contribution: Upon joining the Comp Alliance, and in each year thereafter that the member remains in the plan, the member shall make a fund contribution in exchange for the coverage for workers' compensation payments and employers' liability payments provided by the Plan. Each members fund contribution shall reflect the: a) exposure and loss experience of the member; b) services to be rendered to the member; and c) any other equitable factor. The Board of Trustees reserves the right to adjust the annual fund contribution of any particular member in the event the initial fund contribution calculation was the result of a material error, omission or misstatement of loss data or any other information necessary to arrive at the appropriate funding level that is furnished by the member, its agents or representatives.
- b. Supplemental assessments: As set forth herein, the Board of Trustees may cause to be levied supplemental assessments against its members. Supplemental assessments shall be determined by the ratio that each individual members fund contribution bears to the

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aggregate fund contribution for the plan fiscal year or years to which the supplemental assessment applies. The Board of Trustees may levy supplemental assessments in the following circumstances:

- i. upon winding up or termination of the plan; or
- ii. where there exists a deficiency in the overall funding of the plan, as determined by the audited financial statements for that year or years; or
- iii. where otherwise required by law.

Members who leave the plan shall remain liable any such supplemental assessments levied for the years during which they were a member of the plan. Prior to levying a supplemental assessment, the Board of Trustees shall develop a plan to ensure that such supplemental assessments are charged in a fair and equitable manner, and shall give notice to members and former members of the plan as soon as practicable prior to levying such assessment. The failure to receive such notice shall not relieve the member or former member of their obligation to pay such supplemental assessment.

Article VII. Administration

- a. The Board of Trustees shall at all times be responsible for the governance of the Plan. Day-to-day administration of the Plan shall be vested in such group administrators, third-party administrators and other key agents as determined by the Board of Trustees. The Board of Trustees may contract with a group administrator, third party administrator, and such other persons, firms or corporations as it deems necessary to perform the day-to-day administration of the Plan.
- b. The engagement of a Group Administrator and / or a Third-Party Administrator shall be effected by a written contract, approved by the Board of Trustees and Executed by the Chair. All such contracts shall be for a term not to exceed five years. Such contract(s) shall provide, at a minimum, for:
 - i. investigation, processing and filing of claims with the Workers' Compensation Board;
 - ii. representation, whether directly or through counsel, of Plan members before the Workers' Compensation Board and other appropriate administrative and judicial tribunals;
 - iii. making recommendations for the payment or compromise of claims;
 - iv. making recommendations for the procuring of insurance to effectuate the purposes and preserve the financial stability of the Plan;
 - v. making recommendations with respect to the administrative and fiscal management of the Plan;
 - vi. reviewing and making recommendations with respect to the funding of the Plan from year to year;
 - vii. conducting surveys and studies with respect to individual Plan members and

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- otherwise, and making recommendations with respect to risk management and loss control programs;
- viii. evaluating new applicants for Plan membership and making recommendations with respect to such applications;
 - ix. designing and implementing all necessary re-insurance and excess programs; and performing such other functions as may properly be delegated by the Board of Trustees.
- c. Such group administrator and / or third-party administrator shall be responsible for assisting the Plan by coordinating the services and management of the Plan's affairs, determining and collection of annual fund contributions and supplemental assessments, loss-control, independent medical examinations, claims processing, legal, accounting and bookkeeping services.
 - d. Notwithstanding paragraphs a-c of this section, the Board of Trustees may hire and employ such key agents and employees as they deem necessary for the efficient and effective administration of the Plan.
 - e. Plan Sponsor: The plan sponsor shall serve as custodian of the funds of the Plan, and at all times have custody of the Plan's funds. The plan sponsor shall:
 - i. maintain a separate fund for workers' compensation and, if authorized by the Board of Trustees and shall maintain separate workers' compensation reserve funds.
 - ii. be bonded in an appropriate amount as approved by the Board of Trustees.
 - iii. maintain complete and accurate books of account for all funds in its custody in accordance with generally accepted accounting principles applicable to public bodies in general and Municipal corporations in particular.
 - iv. invest any Plan funds not needed for current operating expenses in accordance with the investment policy adopted by the Board of Trustees.
 - v. designate a depository for the Plan, which will be reviewed from time to time by the Board of Trustees.
 - vi. undertake to accomplish those tasks or assignments received from the Board of Trustees as they relate to the administration or implementation of the Plan.
 - vii. report to the Board of Trustees with respect to the source and application of funds.
 - f. The Plan shall indemnify, save and hold harmless the Plan Sponsor from any liability arising from any claim, lawsuit, action or other proceeding, in connection with actions taken in good faith and within the scope of the plan sponsor's authority, including reasonable and necessary attorneys' fees and disbursements incurred in connection therewith.

Article VIII. Investments

- a. The Board of Trustees shall contract with an investment manager for the investment of funds not needed for current operating expenses in accordance with the investment policy

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NEW YORK STATE MUNICIPAL WORKERS COMPENSATION ALLIANCE PLAN DOCUMENT

established by the Board of Trustees. The investment policy shall be formally approved and adopted by the Board of Trustees of the Comp Alliance and reviewed annually by the audit and finance committee or its successor, on an annual basis. All amendments to the policy shall be effective upon adoption by the Board of Trustees by resolution.

- b. The Comp Alliance's investment program will consistent with its overall financial needs and results in the prudent management of invested funds, the availability of operating funds when needed to pay claims, operating and administrative expenses, and to provide an acceptable market-based investment return. The Comp Alliance investment program shall be operated in conformance with all applicable federal and state laws and regulations, and in accordance with the Plan Document.
- c. Officers and employees involved in the investment process shall refrain from personal business activity that could conflict with the proper execution and management of the investment program, or that could impair their ability to make impartial decisions. Employees and investment officials shall disclose any material interests in financial institutions with which they conduct business. They shall further disclose any personal financial/investment positions that could be related to the performance of the investment portfolio. Employees and officers shall refrain from undertaking personal investment transactions with the same individual with whom business is conducted on behalf of the Comp Alliance. The "prudent investor" standard of care shall apply to the management of the Comp Alliance portfolio.
- d. The audit and finance committee shall, in advance of the regularly scheduled board meeting, meet with the investment manager, and report to the board on the investments of the Plan.

Article IX. Amendment And Termination Of Plan

- a. The Plan may be amended by a two-thirds vote of the Board of Trustees. Copies of amendments will be filed with the Workers' Compensation Board.
- b. The Plan may be terminated by a two-thirds vote of the Board of Trustees, effective at the end of the then-current fiscal year; provided, however, that the Plan shall remain in existence for the winding up of its affairs as provided in this Article.
- c. In the event that the Plan be terminated, the Board of Trustees shall, no later than the effective date of termination, cause to be prepared a dissolution plan that includes schedules of the Plan's assets and the Plan's current and future liabilities, including all liquidated, contingent and disputed liabilities. The Plan's liabilities shall not include any obligation for workers' compensation or employers' liability claims against Plan members, except for those by members that have arisen prior to the termination date of Plan.
- d. The dissolution plan shall provide for:
 - 1. the payment of all current and acknowledged liabilities;
 - 2. the establishment a reserve fund for the payment of all future and contingent liabilities, as such liabilities are determined by the plan's actuary;
 - 3. the administration and run-off of future and contingent liabilities;

4

**NEW YORK STATE MUNICIPAL WORKERS COMPENSATION ALLIANCE
PLAN DOCUMENT**

4. the return to members of any funds deemed to be in excess of those necessary to run off future and contingent liabilities within a reasonable period of time. The return of funds to members shall be subject to a finding by the Workers' Compensation Board that, with the understanding that such funds are to be returned to the public fisc of the member, such excess amounts are not necessary for the payment of future or contingent liabilities;
 5. the levying of a special assessment in the event the Plan's assets are insufficient to pay all of the Plan's current and future liabilities.
- e. Supplemental assessments levied against, or distribution of surplus funds to, Comp Alliance members as a result of the dissolution of the Plan shall be determined in a fair and equitable manner and may consider each members longevity with the Comp Alliance, its proportionate share of funding contributions and its proportionate share of liabilities.
- f. Funds in excess of what is necessary to pay for the liabilities of the plan shall be returned to members within a reasonable period of time following the dissolution of the Plan, subject to:
1. a determination by the Workers' Compensation Board that such funds are no longer necessary to pay for the liabilities of the Plan;
 2. each then-current Plan member executing a release in suitable form relieving the Plan, and each other then-current member from any liability arising from the Plan.

Article X. Reformation & Supervening Law

To the extent that any provision of the Plan be determined by a court of competent jurisdiction to be invalid in whole or in part under existing or hereafter-enacted law, the remaining provisions of this instrument shall remain in full force and effect, and any disputed provision shall, to the extent possible, be interpreted in such manner as to conform to applicable legal requirements. In the event that the Board of Trustees determines that the complete or partial invalidity of any provision of this instrument would materially prevent or impede the accomplishment of the essential purposes of the Plan, then the Plan shall be terminated in accordance with the Plan.

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NEW YORK STATE MUNICIPAL WORKERS COMPENSATION ALLIANCE
PLAN DOCUMENT

APPENDIX A

WHEREAS there has been proposed a "NEW YORK STATE MUNICIPAL WORKERS' COMPENSATION ALLIANCE PLAN DOCUMENT" pursuant to Section 50 3-a of the Workers' Compensation Law (hereinafter "the Plan"); and

WHEREAS the *(Municipality)* is eligible for membership in the Plan; and

WHEREAS the *(Municipality)* has made an independent investigation of the Plan and reviewed the Plan document, and has concluded that it would be in the interests of the *(Municipality)* to participate therein; now, therefore, be it

RESOLVED that the *(Municipality)* enter into membership in the Plan pursuant to Section 50 Subdivision 3-a of the Workers' Compensation Law; and be it further

RESOLVED, that *(Signature Authority)* be and hereby is authorized and instructed to execute the Plan's charter document on behalf of the *(Municipality)*; and be it further

RESOLVED, that the custody of all joint Plan moneys by the Plan Administrator under the Plan be and the same hereby is approved.

A MOTION was made by *(Name)* and seconded by *(Name)* to adopt the above resolution by the *(Governing Board)* of the *(Municipality)* at its *(Date)* meeting.

S

_____(signature)

E

_____(name/title)

A

_____(date)

L

4

NEW YORK STATE MUNICIPAL WORKERS COMPENSATION ALLIANCE
PLAN DOCUMENT

APPENDIX B

EXTRACT OF MINUTES

The following is an exact copy of a portion of the Minutes of the
(*Governing Board*) meeting dated (*Date*) .

"WORKERS' COMPENSATION - SELF INSURANCE"

"A MOTION was made by (*Name*) and seconded by (*Name*) to
adopt the following resolution:

"RESOLVED, that the (*Municipality*) hereby elects, pursuant to
Subdivision 3-a of Section 50 of the Workers' Compensation Law, to
become a self-insurer as to Workers' Compensation claims against
this Municipality; and be it further

"RESOLVED, that pursuant to Section 50 Subdivision 3-a of said
Workers' Compensation Law, notice of such election shall be filed
forthwith with the Chairman of the Workers' Compensation Board,
Self-Insurance Section; and be it further

"RESOLVED, that this election shall become effective on (*Date*) .

"MOTION carried".

S

_____(signature)

E

_____(name/title)

A

_____(date)

L

4
NEW YORK STATE MUNICIPAL WORKERS COMPENSATION ALLIANCE
PLAN DOCUMENT

APPENDIX C

(TO BE TYPED ON MUNICIPALITY LETTERHEAD)
(SEND REGISTERED MAIL RETURN RECEIPT)

TO: Present Insurance Carrier

RE: Name of Municipality

Policy No.

Policy No. -for *Volunteer Fire Fighters* (if different from above, if applicable) Policy No. -for *Volunteer Ambulance Corps* (if different from above, if applicable)

Sir or Madam:

This letter is to advise you that the *(Name of Municipality)* has elected to become self-insured, effective *(Effective Date)*, in accordance with Subdivision 3-a of Section 50 of the Workers' Compensation Law.

Notice is hereby given of this Municipality's intention to cancel the subject policy with *(Name of Insurance Carrier)* as of *(Effective Date)*. This notice is timely in accordance with the notice of cancellation requirement.

We wish to thank you for your efforts and services during the term of this policy.

Very truly yours,

(Please send us a copy of this letter when mailed.)

Member Participation Agreement

Member: Village of Tarrytown

Agent: Spain Agency

Participation Period: June 1, 2018 to May 31, 2019

The New York State Municipal Workers' Compensation Alliance (Comp Alliance) is a group self-insurance program - a network of municipal employers that have joined together for the purpose of providing the workers' compensation and employers' liability coverages required by New York State Law. By participating in the Comp Alliance, you are pooling your resources with other municipalities in New York State to obtain workers' compensation coverage for your employees, leading to lower administrative costs, diligent claims management and loss control services specifically tailored to the unique risks faced by municipalities. As a member of the Comp Alliance, there are certain legal responsibilities that you must be aware of and which remain enforceable even in the event of withdrawal from the Comp Alliance. Please review this participation agreement carefully and contact the Comp Alliance with any questions.

How Group Self-Insurance Works: Each member of the Comp Alliance makes an annual funding contribution that is used to pay for claims incurred during the year over the lifetime of the claim. To help ensure that the funding contributions remain fair, they are designed to reflect each member's projected ultimate costs of claims based on their loss experience and payroll. Funds that are not used to pay claims during the year are placed in reserve to pay the future costs of the claims. These future funds are invested so that the interest received can help offset the future costs of the claims. In the event that there are surplus funds after all future liabilities are determined, the excess may be used to offset future rates or be paid back to the member. Conversely, in the event that the funds are not sufficient to pay future liabilities, members may be called upon to pay a supplemental assessment. To protect against this possibility, the Comp Alliance makes every effort to accurately determine the future liabilities of the program to ensure that its assets are sufficient to pay its total liabilities.

Joint and Several Liability

Each member shall be responsible, jointly and severally, for all liabilities of the Plan under the Workers' Compensation Law and all rules and regulations enacted pursuant thereto incurred during its respective period of membership in the Comp Alliance.

A supplemental assessment may be levied in the event that the Comp Alliance does not have sufficient assets to meet its anticipated liabilities. The Comp Alliance works diligently to protect against this possibility by ensuring the annual funding contribution collected from members is sufficient to meet its anticipated liabilities each year. It also strives to maintain a modest surplus that may be used to offset any assessment that is required. In the event that supplemental assessments shall ever be required for any given year, the assessments will be distributed equitably among members for that year in accordance with a plan adopted by the Board of Trustees. The proportionate share of the members funding contribution and ultimate loss for the year in question will be considered in distributing the assessment.

Executive Director: Michael Kenneally
518-465-0128

Claims: Howard Bitner
516-750-9376

Marketing: Aaron Reader
866-697-7665

Loss Control: Laurie Noonan
914-589-5454

A. Coverages Provided by the Comp Alliance

Workers' Compensation Coverage: provides medical and indemnity (lost time) benefits to employees who are injured in the course of their employment with the municipality.

Employers' Liability Coverage: provides coverage for third party actions that are brought against the municipalities arising out of an injury to a municipal employee that occurred in course of his or her employment.

The Comp Alliance provides both Workers' Compensation Coverage and Employers' Liability Coverage pursuant to the New York State Workers' Compensation Law.

- The Comp Alliance will pay the medical and indemnity benefits required of its members by the Workers' Compensation Law for injuries to employees that arise out of the employment of its employees.
- The Comp Alliance will defend any claim or proceeding against its members for benefits payable under the Workers' Compensation Law.
- The Comp Alliance will pay amounts that its members are obligated to pay to third parties that arise from an injury to an employee caused by an event that occurred in the course of this agreement (Employer Liability payments).
- The Comp Alliance will not pay any amounts that the employer is not obligated to pay under the Workers' Compensation Law, or the rules and regulations adopted pursuant thereto. This includes any payments, or portion thereof, that a member may make that are covered by other insurance that the member may maintain, or that the employer may extend to its employees.
- The Comp Alliance will only make indemnity payments up to the amounts awarded by the Workers' Compensation Board. Any member who has in place a "full pay" or similar policy that grants a greater benefit to its employees will be solely liable for the difference between the amounts so paid and the amounts awarded by the Workers' Compensation Board.

B. Member Responsibilities

The responsibilities of each member are set forth in detail in the Plan Document. Each member is responsible for knowing its obligations to the Comp Alliance. As a member of the Comp Alliance, you agree to accept and be bound by the terms, conditions and provisions of the Plan Document and Bylaws of the Comp Alliance, and by the New York State Workers' Compensation Law and the regulations promulgated pursuant thereto.

Pursuant to the Plan Document, each member:

- agrees to cooperate with the plan and furnish information necessary for the administration of the plan.
- will timely pay all necessary funding contributions, supplemental assessments and NYS assessments.
- will keep accurate records of all workers' compensation and employers' liability claims.
- is responsible for the prompt reporting of the claims.
- will timely and accurately report its quarterly payroll to the Comp Alliance for NYS assessments.
- will assist the Comp Alliance with the reconciliation of payroll reported on form GA-4 each quarter.

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 914-589-5454

C. Services Provided by the Comp Alliance

The Comp Alliance is a full service, workers' compensation program that provides not only for the payment of claims, but a host of other services to help its members understand the workers' compensation law, their responsibilities, and how to minimize losses in the workplace. Among the services provided by the Comp Alliance are:

Claims Administration:

- Assist members with the implementation of an internal claims reporting system and, as necessary, train members' personnel to ensure the ongoing effectiveness of the reporting system.
- Review and, as necessary, investigate all reported claims to determine compensability
- Prepare and distribute checks for appropriate payment of medical, lost time benefits and expenses.
- Monitor medical treatment and review all medical bills in an effort to minimize medical costs.
- Pursue subrogation whenever it is reasonably anticipated that the Plan may be reimbursed for payments made.
- Provide each member with loss run on quarterly basis, which shall include, at a minimum, the: file/claim number; date of accident; name and occupation of injured employee/claimant; description of accident; type of injury/body part; status of claim and classification/severity code; and total medical, indemnity and expense incurred, including payments plus outstanding reserves established by the Plan Manager.
- Represent municipality before the workers' compensation board

Loss Control Services

- Loss control inspections to all of members on a regular, recurring basis
- Distribution of information on the establishment and maintenance of safety committees
- Development and training on best practice policies and procedures

Member Services

- Educate members on the changes to Workers' Compensation Law
- Interactive Website with information and resources on Workers' Compensation Law, municipal risk management,
- Online claims portal to allow members access to their claims information (in development).

D. Purpose of Agreement:

The purpose of this Participation Agreement ("the Agreement") is to set forth the respective responsibilities of the Comp Alliance and its members for the efficient and economical evaluation, processing, administration, defense and payment of claims for workers' compensation payments and employers' liability payments through self-insurance and otherwise. The rights and responsibilities set forth in this agreement shall at all times be subject to, and read in conjunction with, the rights, duties and responsibilities of set forth in the Plan Document, the New York State Workers' Compensation Law and all applicable rules, regulations and procedures promulgated by the Workers' Compensation Board of the State of New York.

Executive Director: Michael Kenneally
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E. Assessments payable to the Workers' Compensation Board

All members are required to pay an assessment to the New York State Workers' Compensation Board to fund its administration and operations. Until such time as the Workers' Compensation Board implements a system of direct employer charges, the Comp Alliance is required to collect and pay this amount on behalf of its members.

The assessment is charged on a quarterly basis, and is based upon the member's reported payroll for each quarter. This charge is separate from your funding contribution to the Comp Alliance, and an estimated, annual assessment fee is collected from each member with its yearly funding contribution. The collection of an estimated amount up front is necessary to comply with the strict payment schedule set by the Workers' Compensation Board and to help protect members from costly penalties resulting from late reporting and payment.

The assessment that is charged by the Workers' Compensation Board each quarter is based upon the member's actual payroll for the quarter, as reported to the Comp Alliance on form GA-4. Since the actual payroll reported each quarter may deviate from the payroll used to estimate the member's annual assessment charge, the Comp Alliance will reconcile the assessment charges paid on your behalf with the amount that we have collected. The reconciliation will show whether the member's estimated assessment is adequate to cover the *actual* assessment. Where the amount collected (estimated assessment) is more than the actual amount paid out, the member will receive a credit towards the following year's estimated assessment. Where the amount collected is less than the actual amount paid out, the member will receive a debit on the following year's assessment.

The payroll submitted by each member on form GA-4 will be reconciled against the payroll it submits to the NYS Department of Taxation and Finance by the Workers' Compensation Board each quarter. The Comp Alliance will receive this reconciliation and members will be called upon to assist the Comp Alliance in clarifying any discrepancies. The Comp Alliance will then submit a reconciliation report to the Workers' Compensation Board explaining any discrepancies along with a payment, if necessary, for the difference owed to the Workers' Compensation Board from the particular member's assessment funds.

Members who withdraw from the Comp Alliance program remain responsible for any assessments due and owing to the Workers' Compensation Board for the period of time that they were a member. Members who withdraw from the Comp Alliance will receive any overpayments after the assessment for the last quarter of their membership has been paid.

In witness whereof, the parties have executed this participation agreement intending to fully bound by its terms and conditions.

Member

Date: _____

By: _____

Name: _____

Title: _____

Comp Alliance

Date: October 10, 2018

By: *Michael Kenneally*

Name: Michael Kenneally

Title: Executive Director

Executive Director: Michael Kenneally
518-465-0128

Claims: Howard Bitner
516-750-9376

Marketing: Aaron Reader
866-697-7665

Loss Control: Laurie Noonan
914-589-5454

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TARRYTOWN POLICE DEPARTMENT
OFFICE MEMORANDUM

DATE: October 17, 2018
FROM: Lt. Budnar
TO: Chief Barbelet
RE: Village Code Change- Meadow Street Parking
Chapter 291(Vehicles and Traffic), specifically Parking section (291-77
Schedule XII: Parking Prohibited at All Times)

Chapter 291. Vehicles and Traffic

§ 291-16 Parking prohibited at all times.

- A. Parking prohibited at all times. No person shall park a vehicle at any time upon any of the streets or parts thereof described in Schedule XII (§ 291-77), attached to and made a part of this chapter.
- B. Special parking regulations.
- (1) No person shall park or stand any vehicle on the east side of North Broadway from the driveway of 50 North Broadway southerly for a distance of 45 feet, except for the purpose of dropping mail into the outside mailboxes at that location. A violation of this § 291-16B(1) shall be punishable by a fine of \$50.
[Amended 10-20-1997]

Currently section 291-77 of the Village Code restricts parking on Meadow Street as follows:

§ 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:

Meadow Street East From White Plains Road for a distance of 110 feet; from a point 220 feet from White Plains Road to Millbrook Avenue.
Meadow Street West From White Plains Road south for a distance of 72 feet.

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<u>Meadow Street</u>	<u>East</u>	<u>From Sheldon Avenue to the I-87 overpass; From the I-87 overpass to Millbrook Avenue.</u>
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<u>Meadow Street</u>	<u>West</u>	<u>From Millbrook Avenue to the I-87 overpass; From the I-87 overpass to Sheldon Avenue.</u>
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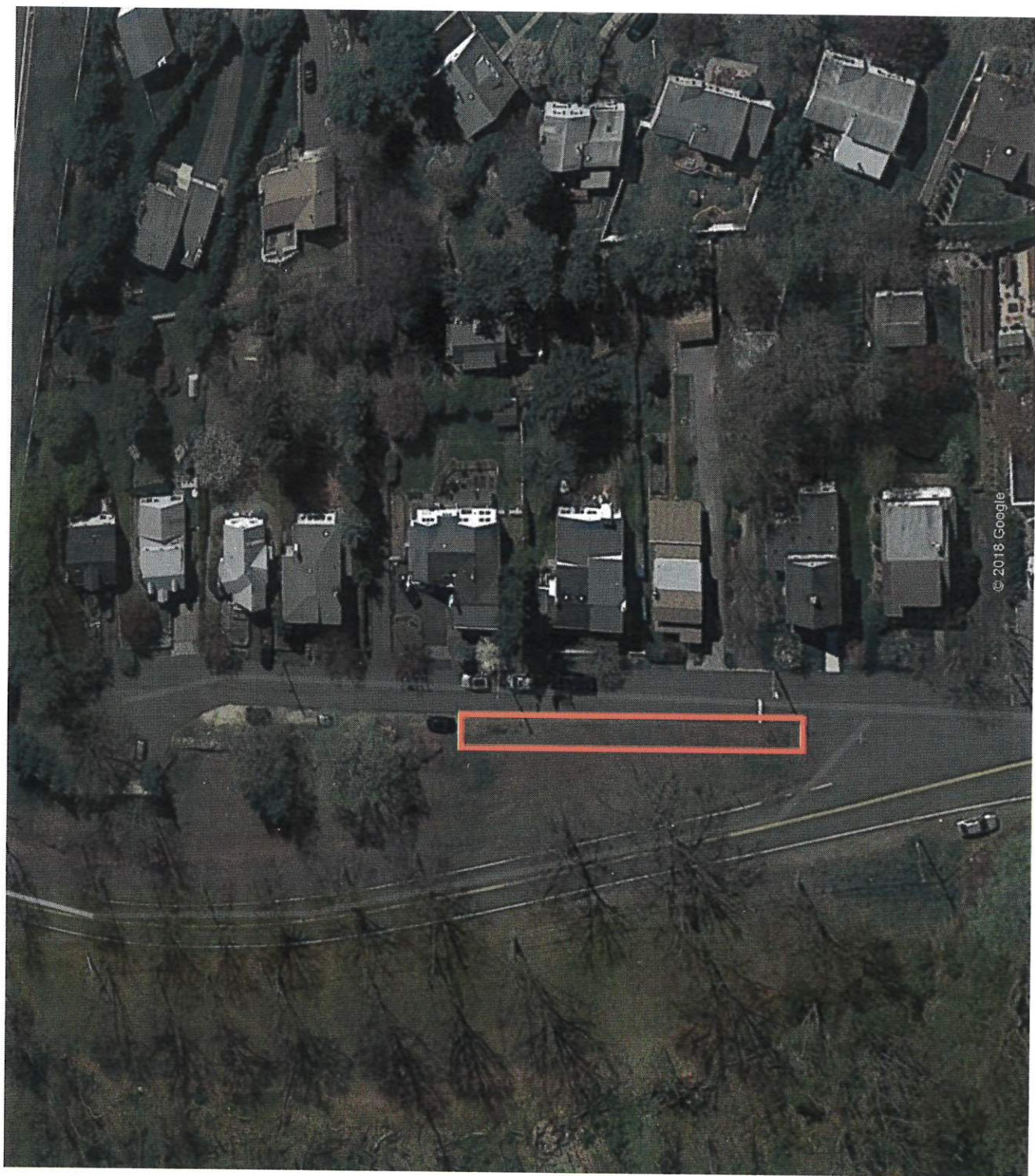
The proposed addition to section (291-77) of the code would read as follows:

(Addition in bold italic print)

<u>Street</u>	<u>Side</u>	<u>Location</u>
<i>Meadow Street</i>	<i>East</i>	<i>From a point 150 feet south of Millbrook Avenue south towards the cul-de-sac for a distance of 150 feet.</i>

The reason for this proposed change would be to prevent vehicles from parking on the Meadow Street grass / field area ultimately helping for the preservation of this area.

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US Army Corps of Engineers
BUILDING STRONG.

FACT SHEET - New York/New Jersey Harbor & Tributaries Focus Area Feasibility Study



DESCRIPTION: This coastal storm risk management study (CSRM) covers the New York & New Jersey Harbor and tidally affected tributaries encompassing all of New York City, the Hudson River to Troy, NY; the lower Passaic, Hackensack, Rahway, and Raritan Rivers; and the Upper and Lower Bays of New York Harbor, Newark, Jamaica, Raritan and Sandy Hook Bays; the Kill Van Kull, Arthur Kill and East River tidal straits; and western Long Island Sound. This focus area feasibility study is one of nine that the USACE North Atlantic Coast Comprehensive Study (NACCS) Report, issued January 2015, identified for further study. This study is authorized by Public Law 84-71, June 15, 1955 (69 Stat. 132) which directs the examination of damages in coastal and tidal areas due to coastal storms such as hurricanes “and of possible means of preventing loss of human lives and damages to property, with due consideration of the economics of proposed breakwaters, seawalls, dikes, dams, and other structures, warning services, or other measures which might be required.”

The New York & New Jersey Harbor region was severely impacted from Hurricane Sandy in October 2012.

While several specific studies and projects by USACE, other federal agencies as well as state and local agencies have subsequently been performed or initiated within the study area following Hurricane Sandy, the broader New York & New Jersey Harbor and tributary region lacks a comprehensive plan for managing future potential coastal storm risks facing the region, including those from predicted sea level and extreme weather events. This study’s goal is to develop such a plan from the federal perspective and in a systems context.

STATUS: The study’s feasibility cost-sharing agreement (FCSA) was executed with the States of New York and New Jersey, represented by the New York State Department of Environmental Conservation and the New Jersey Department of Environmental Protection, on July 15, 2016. In addition to these two non-federal study sponsors, several other agency stakeholders, including New York City, are partnered with the study.



USACE has scoped the study in coordination with the non-federal partners and other regional agency stakeholders resulting in a preliminary initial estimate of \$19.4M and six years to complete the study with the issuance of a Chief of Engineer's Report. The initial focused array of alternatives have been formulated ranging from harbor-wide coastal storm risk management methods to land-based, perimeter CSRM methods, with three alternatives between. All alternatives are anticipated to also include non-structural measures and natural and nature based features as appropriate. To be conservative, all other ongoing studies and projects by USACE and other agencies that can reasonably be expected to be implemented by 2020 are assumed to be in place as part of this study's assumed future "without project" condition. Using USACE work plan and non-federal sponsor contributed funds, the study team plans to identify by summer of 2018 which CSRM measures warrant further investigation to better manage coastal flood risks that remain in the region, consistent with USACE planning guidance.

[Presentation of Study Summary and Initial Focused](#)

[Array of Alternatives, October 2017](#)

CONTACT:

Bryce W. Wisemiller, Project Manager

U.S. Army Corps of Engineers, New York District

Phone: (917) 790-8307

E-mail: bryce.w.wisemiller@usace.army.mil

Programs and Project Management Division, Civil Works Programs Branch

26 Federal Plaza, Room 2127

New York, NY 10279-0090

CONGRESSIONAL DISTRICTS: NY-03, 05, 06, 07, 08, 09, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20 NJ-05, 06, 08, 09 10, 11, 12

Current as of February 2018

NEW YORK – NEW JERSEY HARBOR AND TRIBUTARIES COASTAL STORM RISK MANAGEMENT FEASIBILITY STUDY

"The views, opinions and findings contained in this report are those of the authors(s) and should not be construed as an official Department of the Army position, policy or decision, unless so designated by other official documentation."



Department of
Environmental
Conservation



Mayor's Office of
Recovery & Resiliency



US Army Corps
of Engineers.



STUDY AUTHORITY

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Public Law 71

CHAPTER 140

June 15, 1955
(S. 414)

AN ACT

To authorize an examination and survey of the coastal and tidal areas of the eastern and southern United States, with particular reference to areas where severe damages have occurred from hurricane winds and tides.

Hurricanes.

Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled, That in view of the severe damage to the coastal and tidal areas of the eastern and southern United States from the occurrence of hurricanes, particularly the hurricanes of August 31, 1954, and September 11, 1954, in the New England, New York, and New Jersey coastal and tidal areas, and the hurricane of October 15, 1954, in the coastal and tidal areas extending south to South Carolina, and in view of the damages caused by other hurricanes in the past, the Secretary of the Army, in cooperation with the Secretary of Commerce and other Federal agencies concerned with hurricanes, is hereby authorized and directed to cause an examination and survey to be made of the eastern and southern seaboard of the United States with respect to hurricanes, with particular reference to areas where severe damages have occurred.

Survey.

Sec. 2. Such survey, to be made under the direction of the Chief of Engineers, shall include the securing of data on the behavior and frequency of hurricanes, and the determination of methods of forecasting their paths and improving warning services, and of possible means of preventing loss of human lives and damages to property, with due consideration of the economics of proposed breakwaters, seawalls, dikes, dams, and other structures, warning services, or other measures which might be required.

Appropriation.

Sec. 3. There are hereby authorized to be appropriated such sums as may be necessary to carry out the provisions of this Act.

Approved June 15, 1955.



Department of
Environmental
Conservation



Mayor's Office of
Recovery & Resiliency



US Army Corps
of Engineers.

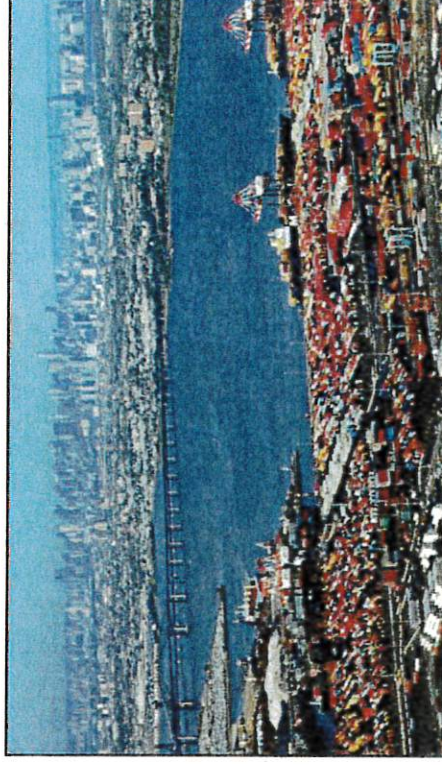


STUDY NON-FEDERAL SPONSORS

- New Jersey Department of Environmental Protection
- New York State Department of Environmental Conservation, in partnership with the City of New York
- Feasibility Cost Sharing Agreement executed 15 July 2016

STUDY GOAL & PURPOSE

- Manage the risk of coastal storm damage in the New York New Jersey Harbor and tributaries (NYNJHAT) study area, while contributing to the resilience of communities, critical infrastructure, and the environment



*Port Newark, NJ in foreground,
Lower Manhattan in background
(looking east)*



**Department of
Environmental
Conservation**



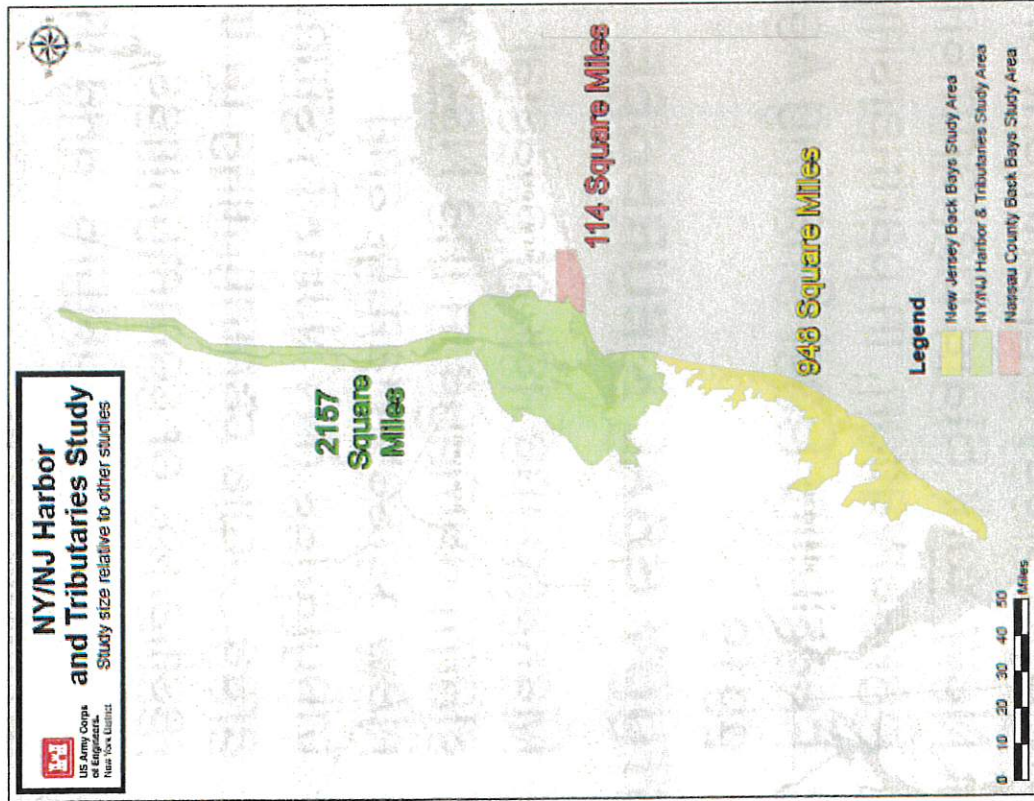
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Recovery & Resiliency



**US Army Corps
of Engineers.**



STUDY AREA



- The largest and most densely populated of the 9 high-risk focus areas identified in the USACE North Atlantic Comprehensive Coastal Study (NACCS), released in January 2015
- Area covers 2,150+ square miles and 900+ miles of affected shoreline
- 25 counties in NY & NJ
- Affected population of ~16M, including New York City and the six most populated cities in NJ



**Department of
Environmental
Conservation**



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Recovery & Resiliency

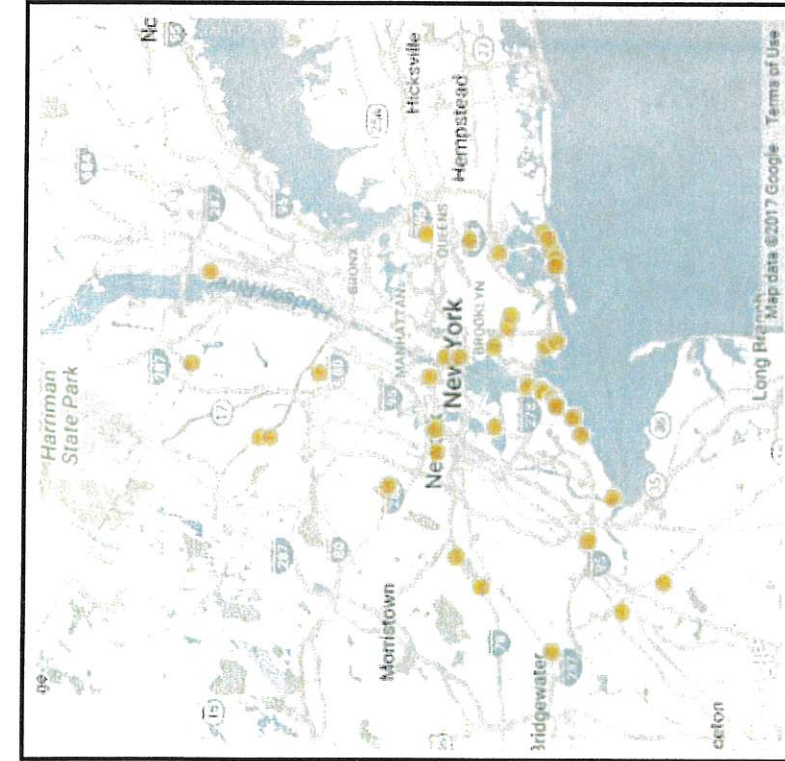


**US Army Corps
of Engineers.**



FEDERAL INTEREST

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*Location of fatalities caused by
Hurricane Sandy*

- Recurring impacts from coastal flooding has resulted in significant economic, environmental, and community impacts
- One of 9 high-risk focus areas identified in the NACCS
- 60 Hurricane Sandy fatalities
- \$15.7B Federal investment in post-Hurricane Sandy recovery and resilience projects
- Critical infrastructure: 3 major airports, 5 major rail systems, largest port on east coast, largest refined petroleum port in U.S., hospitals, police, fire, evacuation routes, rail/subway infrastructure
- Includes New York City metropolitan area, with GMP of over \$1.66 trillion (2016)



**Department of
Environmental
Conservation**



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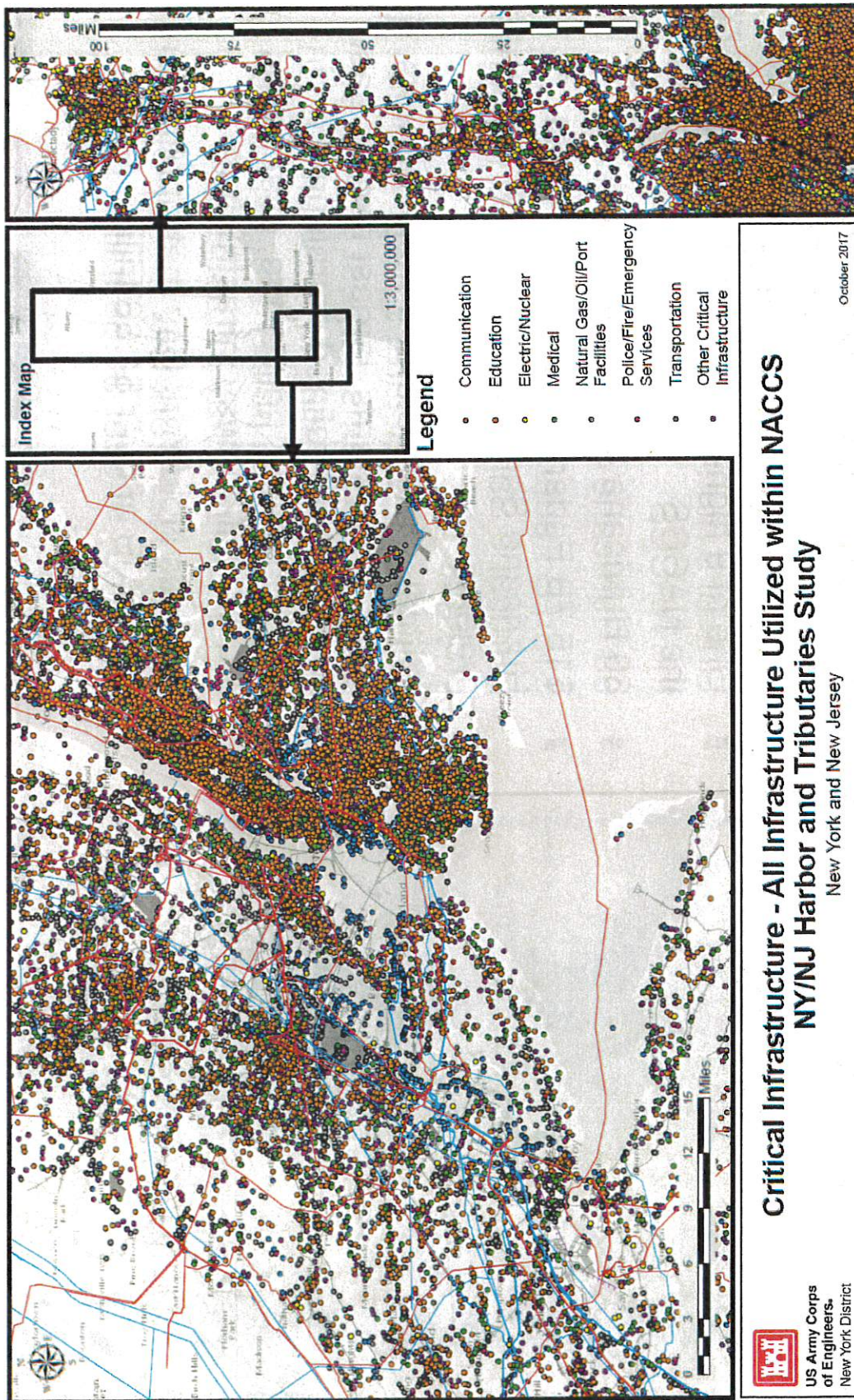
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6

FEDERAL INTEREST – CRITICAL INFRASTRUCTURE

6



**Department of
Environmental
Conservation**

NYC
Mayor's Office of
Recovery & Resiliency



**US Army Corps
of Engineers.**



EXISTING CONDITIONS

- Highest metropolitan area population density in the nation
- Includes many critical U.S. infrastructure systems, many of which cannot be relocated
- Includes Federal Navigation channels
- Almost 400 years of shoreline and wetland filling, dredging and hardening
- Area is subject to coastal storm damage from storm surge, wave attack, and erosion as well as intense rainfall-stormwater runoff events, which exacerbate coastal flooding.
- Projections for climate and sea level change indicate increased vulnerability of this area to more frequent and intense future tropical storms, hurricanes and nor'easters



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EXISTING CONDITIONS (CONTINUED)

- Intermittent, non-contiguous wetlands provide critical habitat for vulnerable species (aquatic and terrestrial)
- Small islands serve as breeding sites for bird species (ex. Harbor Herons Preserve)
- Talus slope of palisades creates important habitat for vulnerable reptiles
- Over 300 federal- or state-listed species occur (including piping plover, red knot, roseate tern, seabeach amaranth, and several species of sturgeon, sea turtle, bat, and marine mammals)
- Within the Atlantic Flyway for migratory birds
- Spawning area by, among others, winter flounder, one of the most important commercial and recreational fish species present
- New York - New Jersey Harbor and Long Island Sound are estuaries of national significance
- Includes National Historic Landmarks and Historic Districts and State and National Parks (ex. Statue of Liberty, Ellis Island, Sandy Hook Lighthouse and Fort Hancock)
- Shipwrecks dating from the 17th to the early 20th centuries and archaeological sites, including the earliest prehistoric Native American sites
- Includes Superfund and National Priorities List sites (ex. Newtown Creek, Gowanus Canal, Lower Passaic River, Diamond Alkali)



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PROBLEMS

- High risk of coastal storm flooding and threat to life safety
- Relative sea level change increases risk

OPPORTUNITIES

- Manage coastal storm flood risk
- Better communicate coastal storm risk to communities
- Restore natural systems in ways that may provide coastal storm risk management benefits
- Contribute to community rebuilding and resilience
- Improve port resilience and navigation maintenance requirements



*Flooding in Hoboken, NJ
October 2012*



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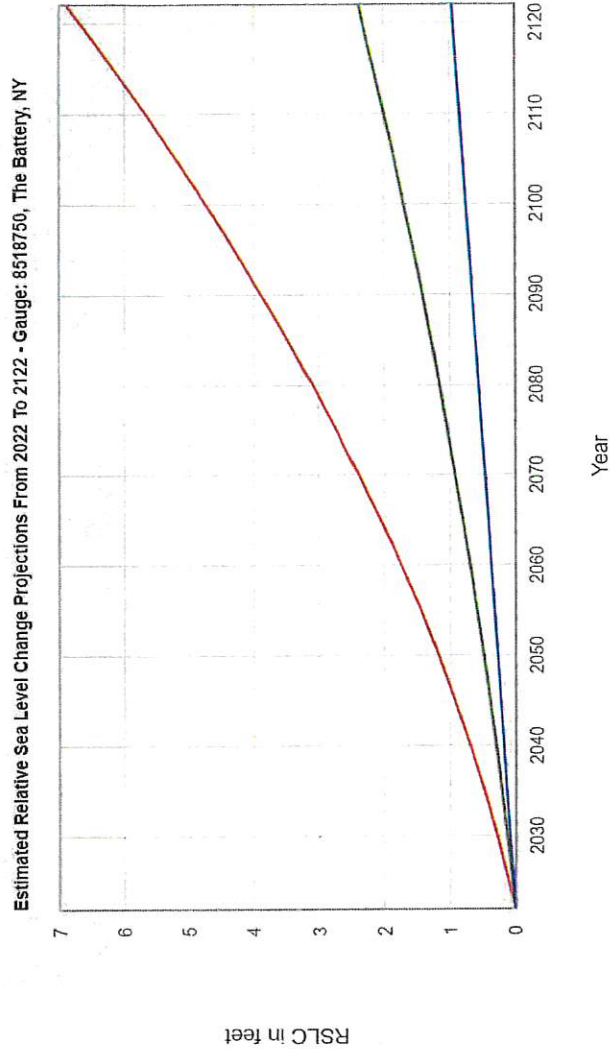


RELATIVE SEA LEVEL CHANGE (RSLC)

Estimated Relative Sea Level Change
from 2022 To 2122 New York - New Jersey Harbor and Tributaries
 8518750, The Battery, NY

NOAA's Regional Rate: 0.00958 feet/yr
 All values are expressed in feet

Year	USACE Low	USACE Int	USACE High
2022	0.00	0.00	0.00
2025	0.03	0.05	0.10
2030	0.08	0.13	0.28
2035	0.13	0.21	0.48
2040	0.17	0.30	0.69
2045	0.22	0.39	0.93
2050	0.27	0.49	1.18
2055	0.32	0.59	1.45
2060	0.36	0.70	1.75
2065	0.41	0.81	2.05
2070	0.46	0.92	2.38
2075	0.51	1.04	2.73
2080	0.56	1.16	3.09
2085	0.60	1.29	3.48
2090	0.65	1.43	3.88
2095	0.70	1.56	4.30
2100	0.75	1.70	4.74
2105	0.80	1.85	5.20
2110	0.84	2.00	5.67
2115	0.89	2.16	6.17
2120	0.94	2.32	6.68
2122	0.96	2.38	6.89



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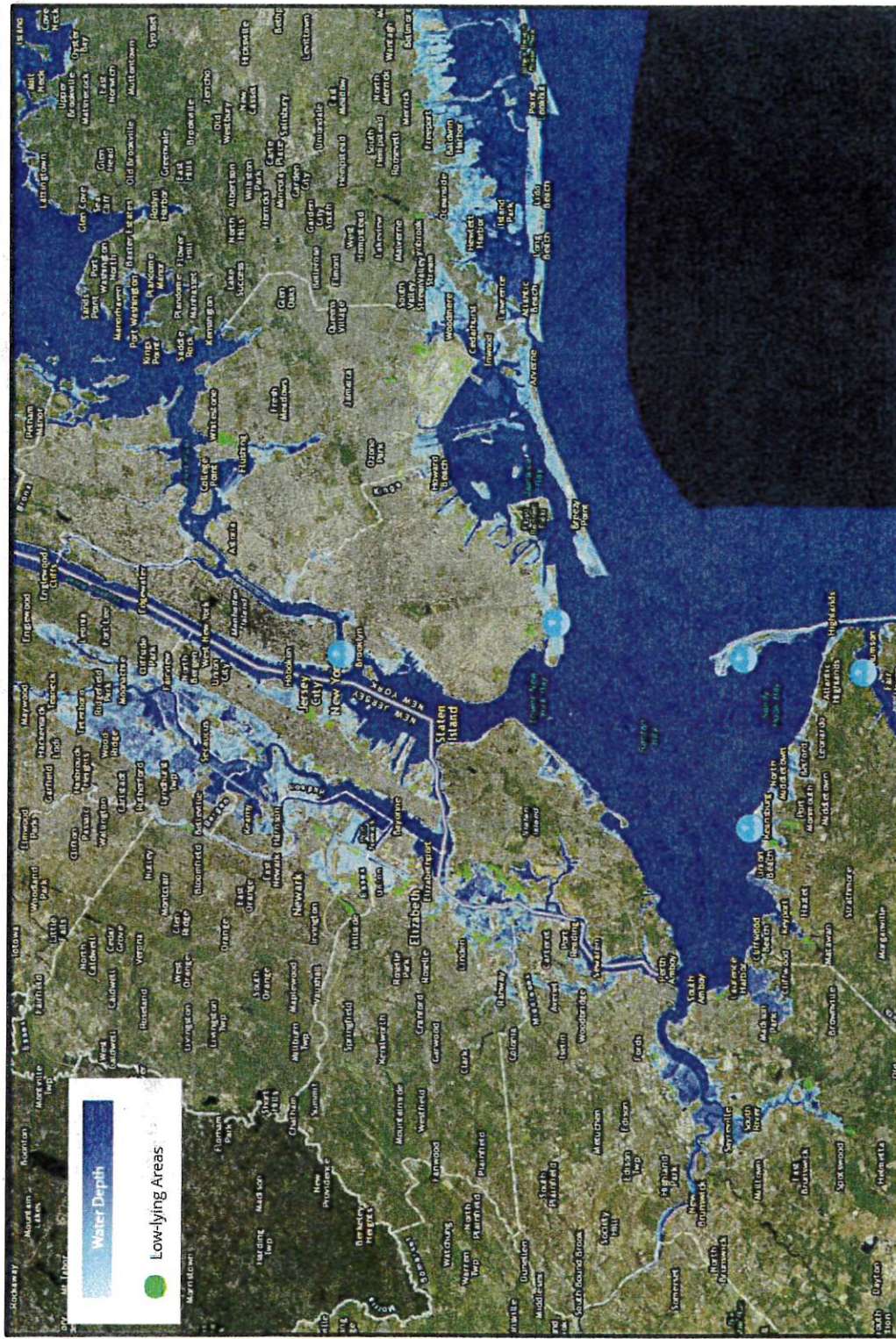
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RELATIVE SEA LEVEL CHANGE: 6 FEET OF INUNDATION¹¹



Graphics from the NOAA SLC viewer: <https://coast.noaa.gov/slr>



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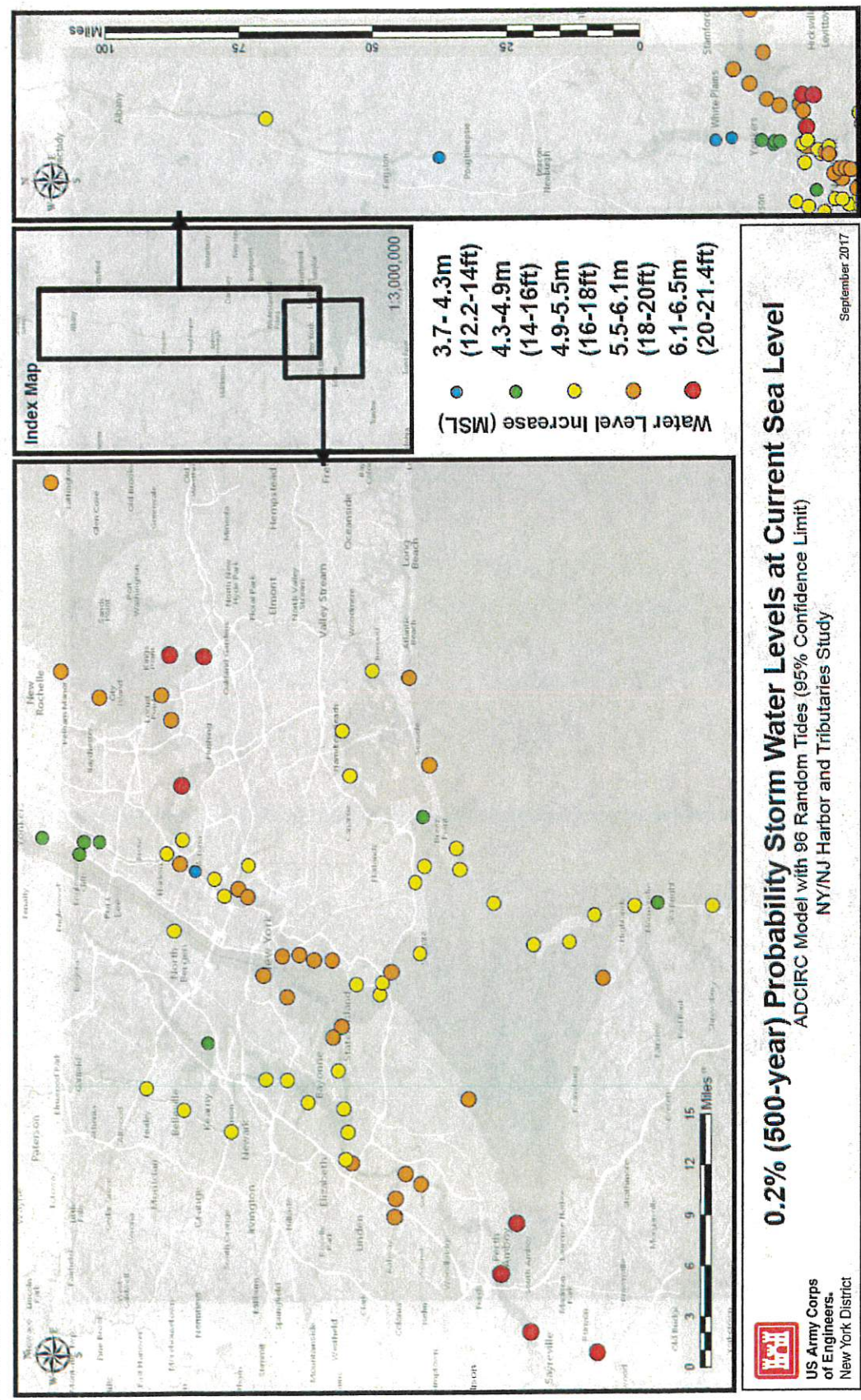
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EXISTING CONDITIONS: 0.2% FLOOD ELEVATIONS



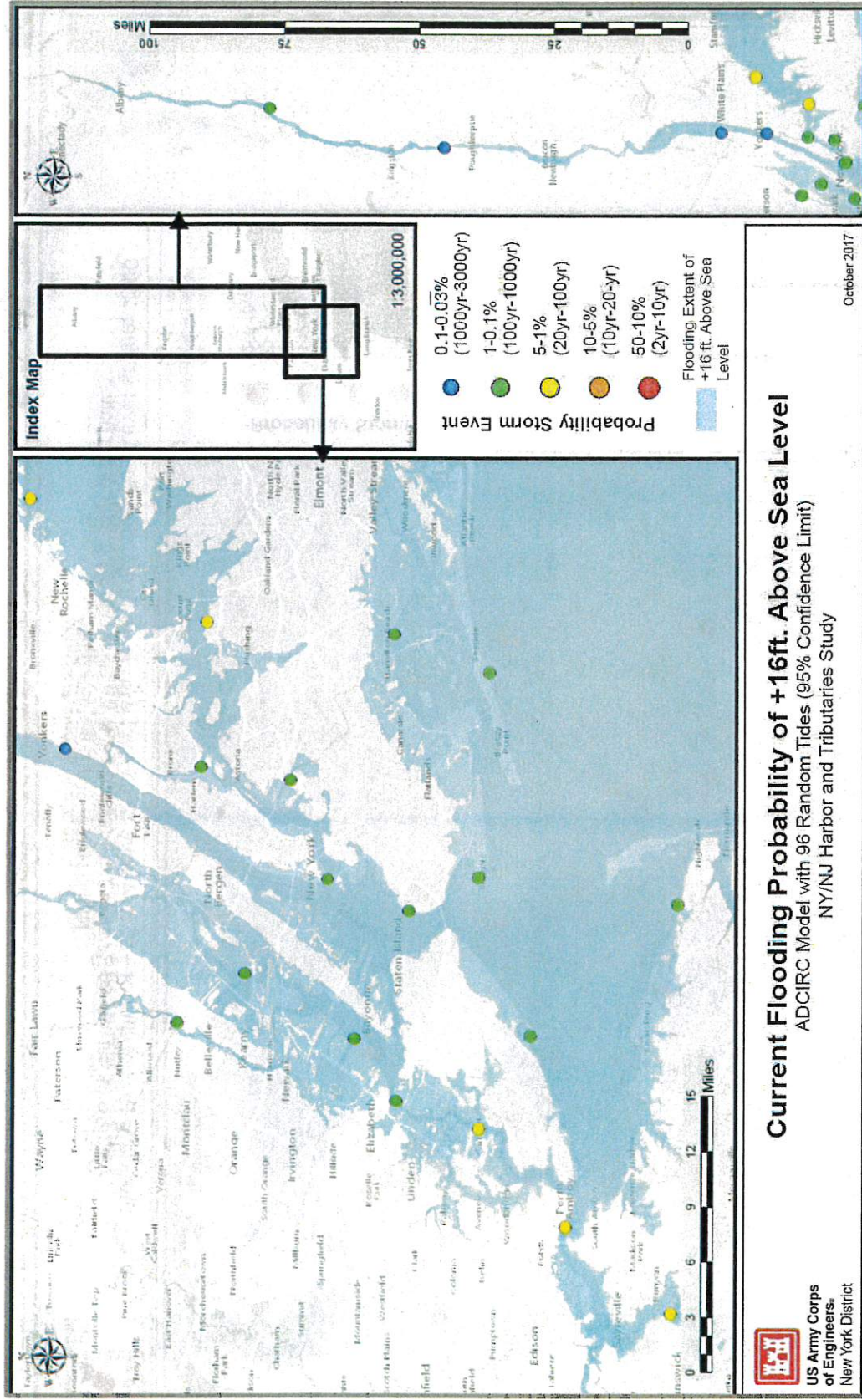
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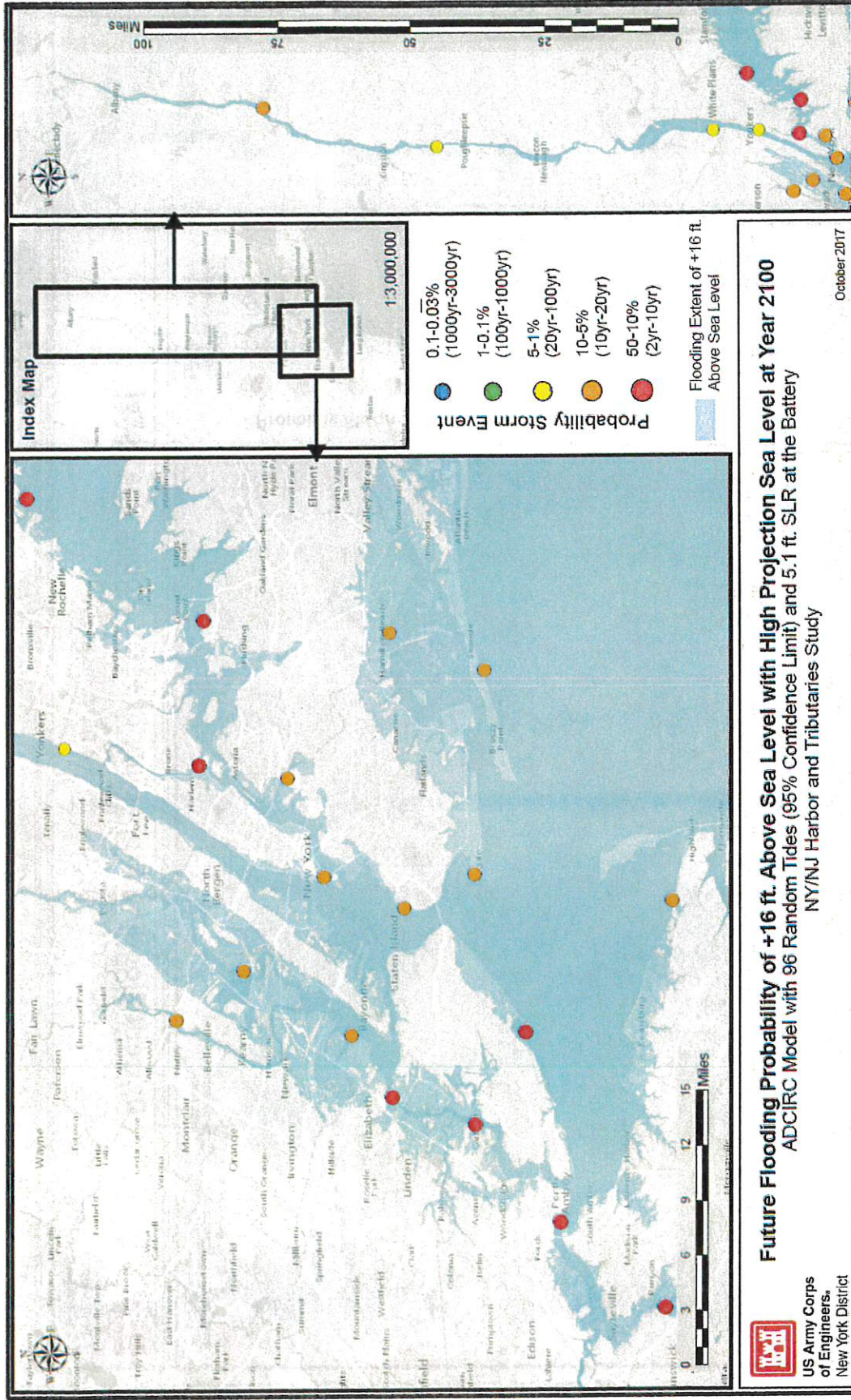


PROBABILITY AT EXISTING SEA LEVEL



PROBABILITY IN YEAR 2100

14



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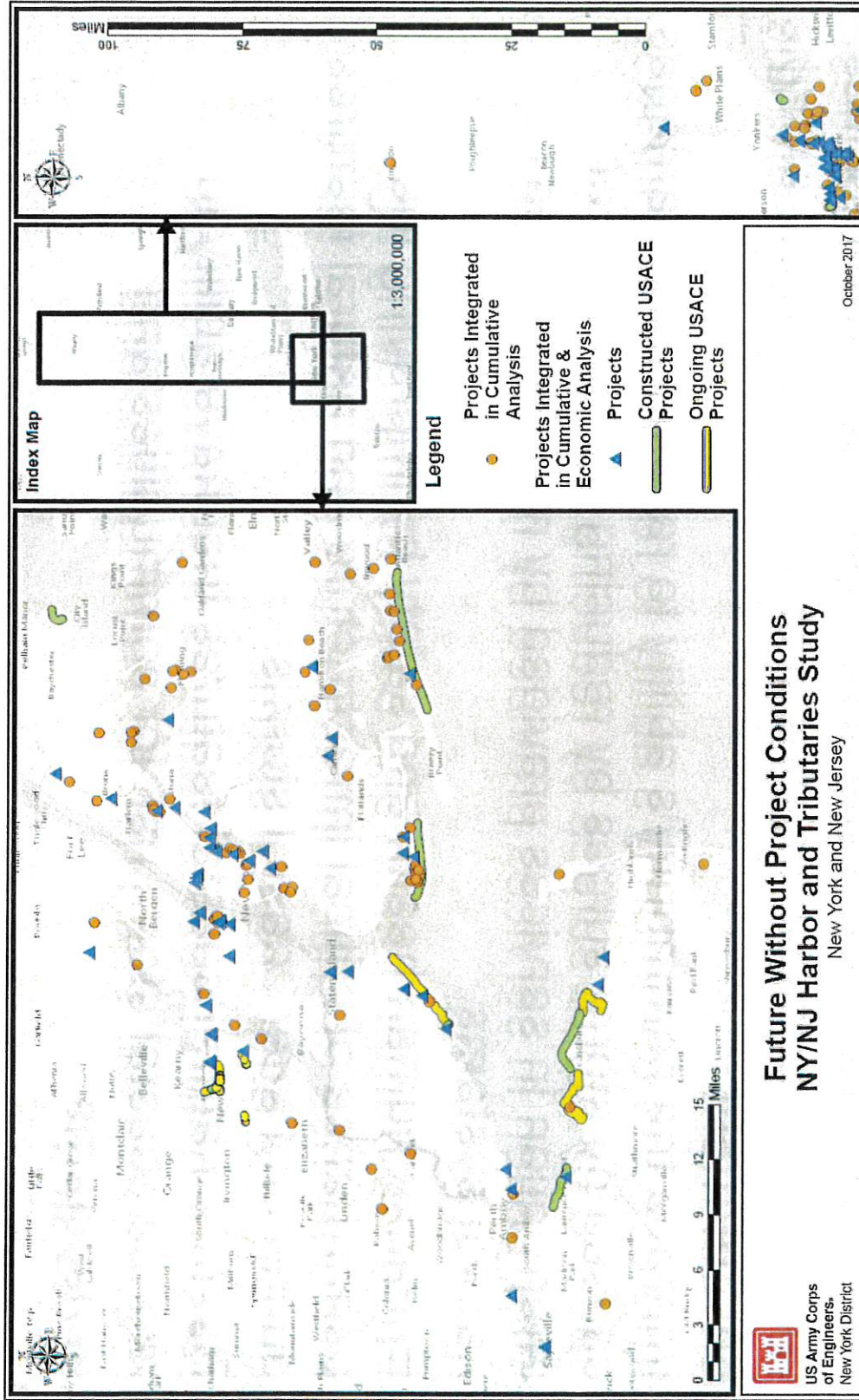
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EXISTING AND ASSUMED PROJECTS FOR FUTURE WITHOUT PROJECT CONDITION

15



Future Without Project Conditions NY/NJ Harbor and Tributaries Study New York and New Jersey

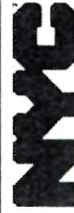


US Army Corps
of Engineers,
New York District

October 2017



Department of
Environmental
Conservation



Mayor's Office of
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US Army Corps
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6

PLANNING OBJECTIVES

- Reduce the risk of coastal storm damage to communities, critical infrastructure, important societal resources, and the environment
- Improve the community's ability to recover from damages caused by storm surges by reducing the duration of interruption in services provided by man-made and natural systems.
- Enhance human health and safety by improving the performance of critical infrastructure and natural features during and after coastal storms.
- Restore natural coastal features that have ability to reduce coastal storm risk for communities and ecosystems.



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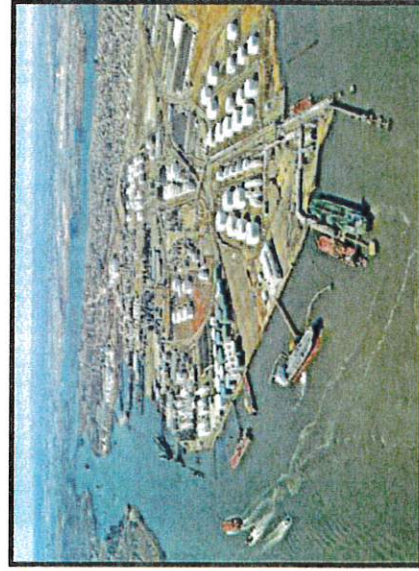
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CONSTRAINTS

17

- Avoid impact to navigation & waterborne commerce
- Avoid impact to constructed and planned resilience projects
- Avoid induced coastal flooding in adjacent communities, and flooding from rainfall or overwhelming of existing interior drainage systems
- Avoid impacts to critical infrastructure (emergency vehicle access, evacuation routes, etc.)
- Avoid impacts to the environment, historic properties, HTRW sites and public access



Refinery and storage infrastructure, Arthur Kill, NY and Newark, NJ



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CONSIDERATIONS

- Local sensitivity to certain measures (e.g., acquisition, unintended adverse impacts to communities or the environment)
- Enhancing sustainability by incorporating resilient features
- Complement other post-Hurricane Sandy resilience projects and planning efforts



*"The Big U" – Initial Rebuild by Design Concept
Lower Manhattan*



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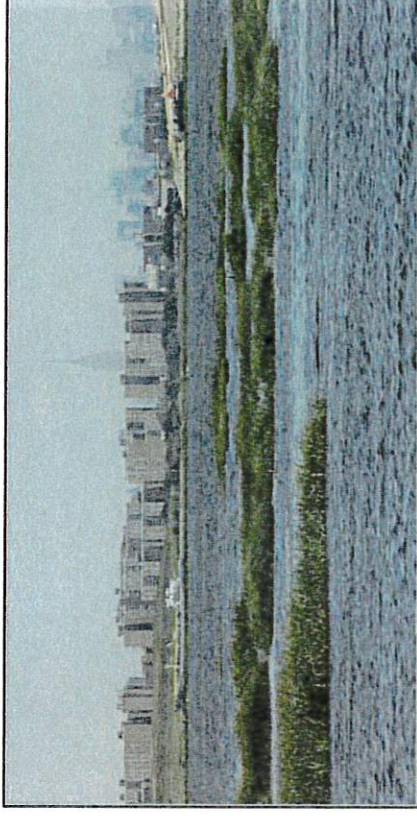


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PRELIMINARY ENVIRONMENTAL CONSIDERATIONS

- Changes to tidal range/regime, flow velocity, salinity concentrations, sedimentation rates, scour, and elevation
- Water quality, dissolved oxygen, nutrients, and phytoplankton biomass (i.e. eutrophication) and pathogenic bacteria
- Anadromous/catadromous fish migration and aquatic species
- Marsh inundation
- Air quality
- Transportation (marine vessels, etc.)
- Aesthetics and recreation
- Historic Properties
- Listed species and critical habitat
- Noise and vibration
- Bay bottom impacts, as well as landside impacts
- Location of Superfund, National Priority List and other contaminated sites



Jamaica Bay, New York City



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6

PLAN FORMULATION STRATEGY

- Guided by overarching values:
 - Reduce flood damage to property and infrastructure
 - Contribute to the resilience of critical infrastructure systems, communities, and ecosystems
 - Systems approach
- Use existing data and tools: NACCS Integrated Strategy Document, CHS, state and local datasets, results of public outreach
- Complement other Federal, state, and local resilience projects



H. L. Carey Tunnel between Manhattan and Brooklyn flooded during Hurricane Sandy, October 2012



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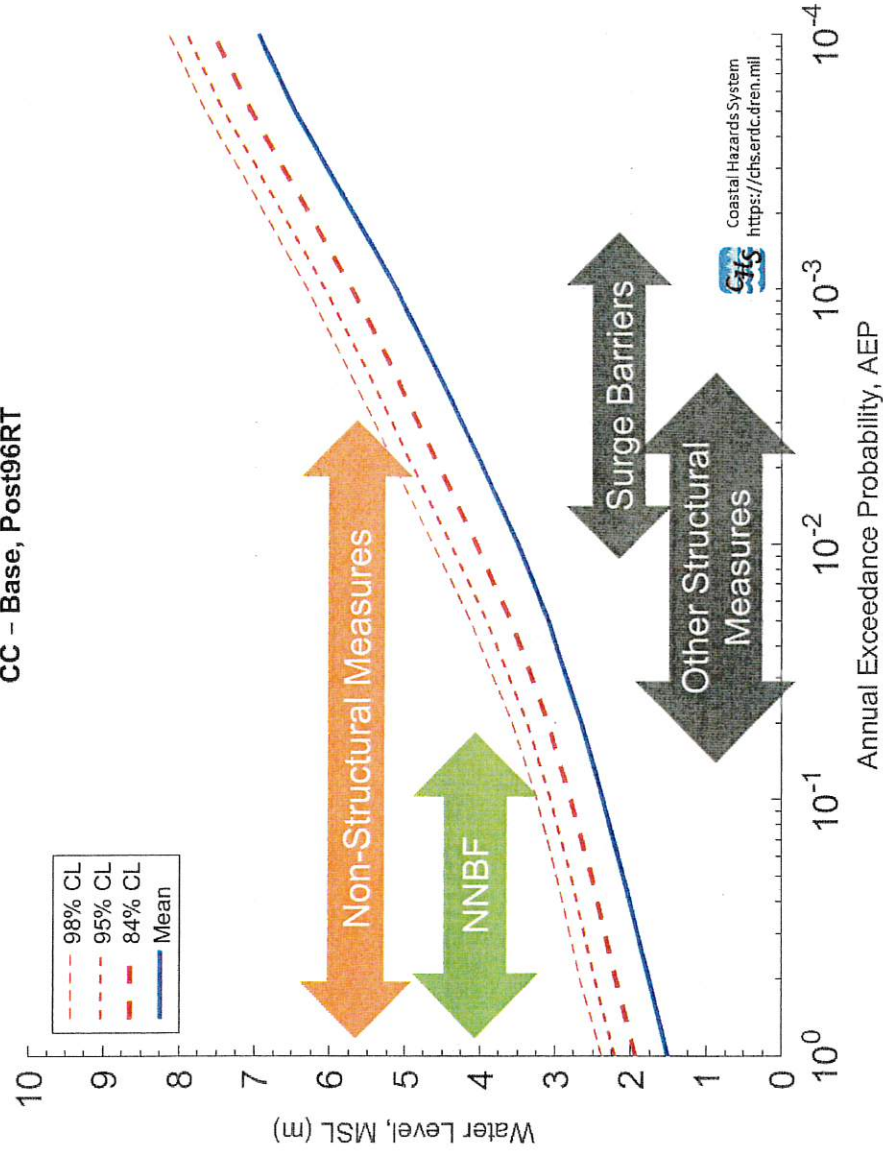


U.S. ARMY

TAILORING MEASURES TO LOCATION & LEVEL OF PERFORMANCE

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StormSim JPA - USACE NACCS
 Save Point 7673 (40.7°N, 74.015°W)
 CC - Base, Post96RT



Location: the Battery



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SCREENING OF MEASURES

- Screening of measures based on shoreline type
- Offshore barriers, nonstructural actions, NNBs apply to entire study area
- Beach fill limited by shoreline type to Raritan Bay and Sandy Hook Bay, Lower Bay, and Jamaica Bay
- Focus on systems approach



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ARRAY OF ALTERNATIVES

All alternatives will be combinations of structural and nonstructural measures, and natural and nature-based features. Names refer to key features.

- Alternative 1: No Action
- Alternative 2: NY/NJ Outer Harbor Barrier
- Alternative 3A/3B: Multiple Barriers and Floodwalls & Levee Systems
- Alternative 4: Solitary Bay and River Basin Barriers, Floodwalls & Levees
- Alternative 5: Perimeter Only



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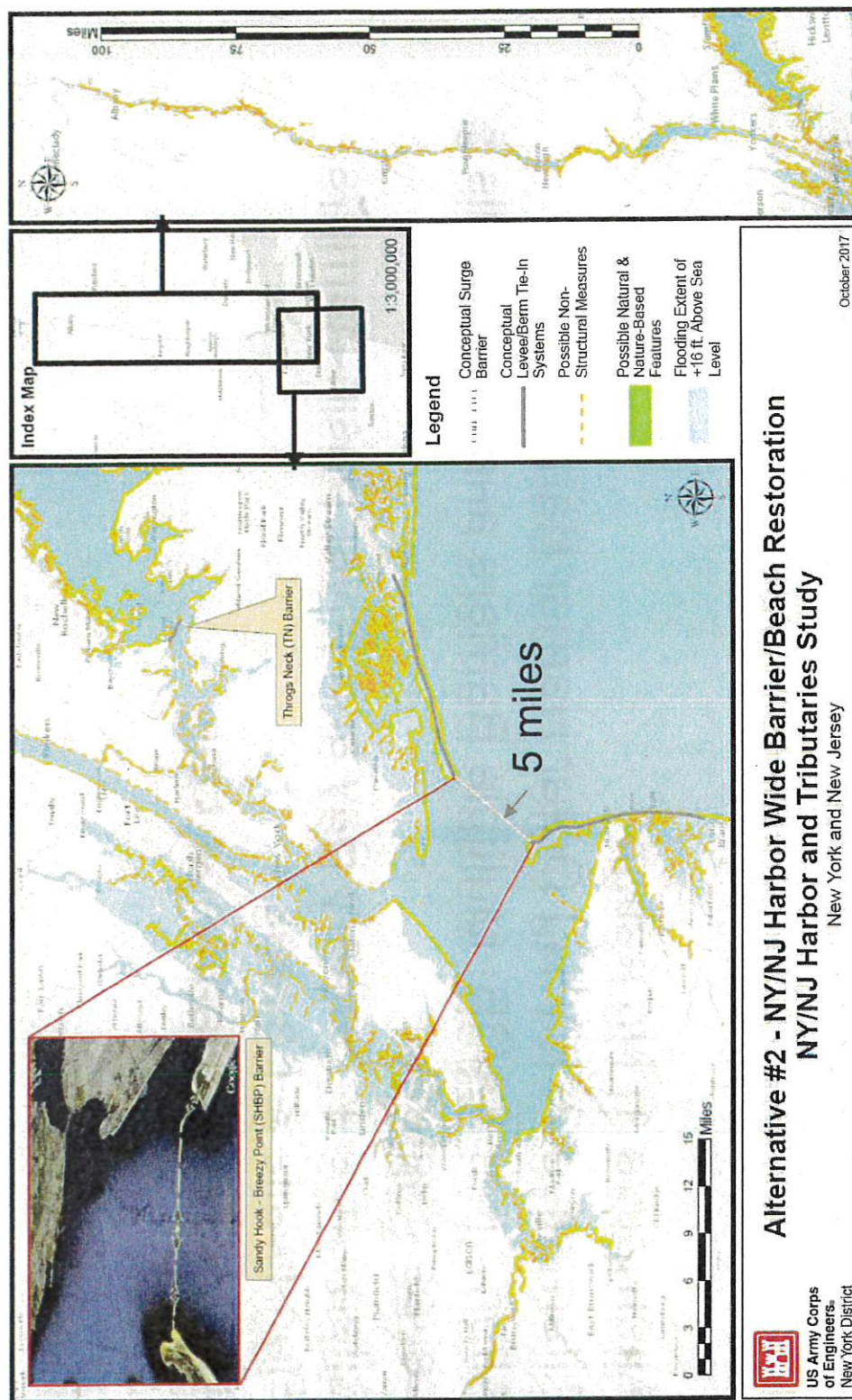


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6

ALT 2: NY/NJ OUTER HARBOR BARRIER



Alternative #2 - NY/NJ Harbor Wide Barrier/Beach Restoration NY/NJ Harbor and Tributaries Study

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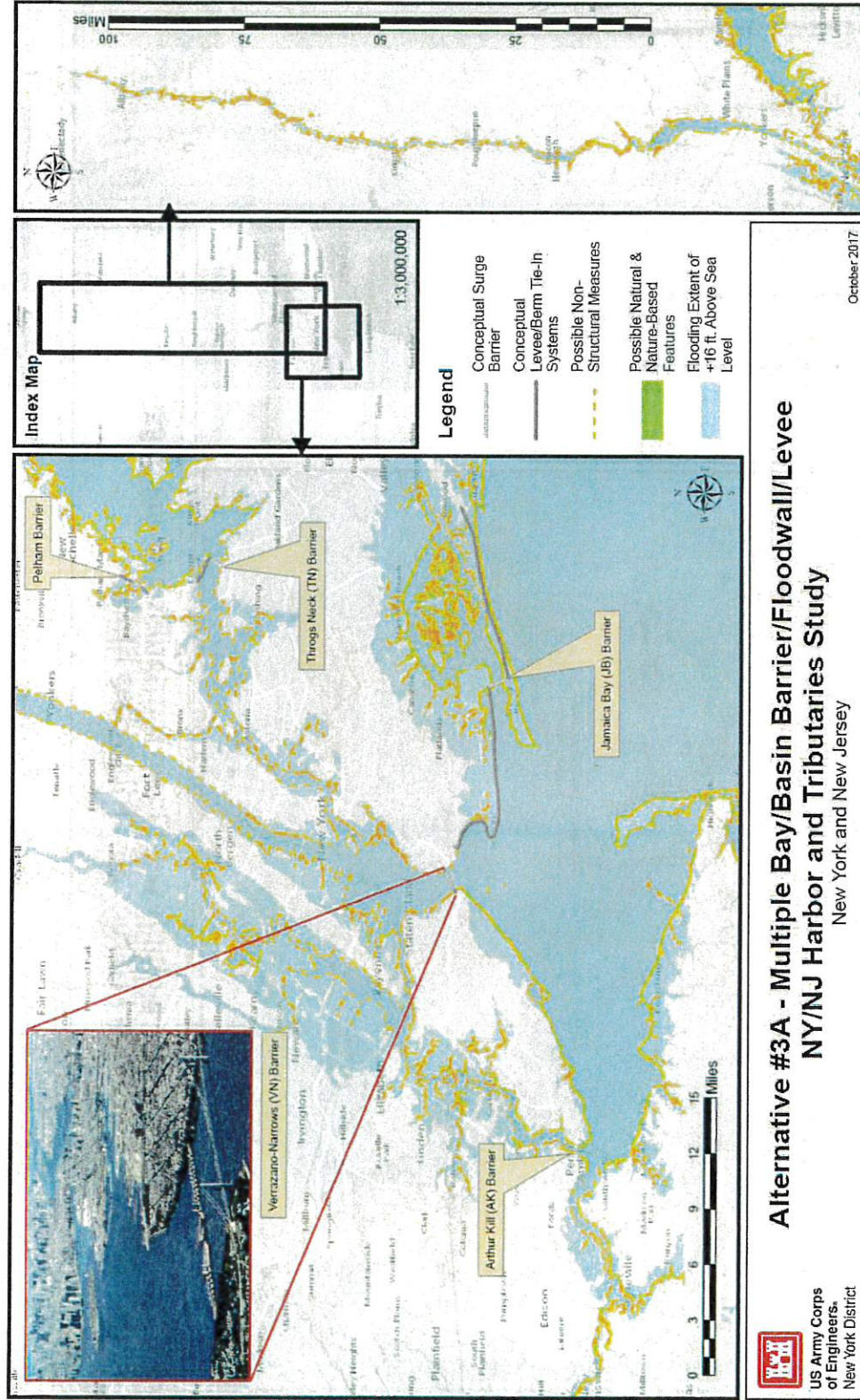


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ALT. 3A: MULTIPLE BARRIERS & FLOODWALLS/LEVEES

25



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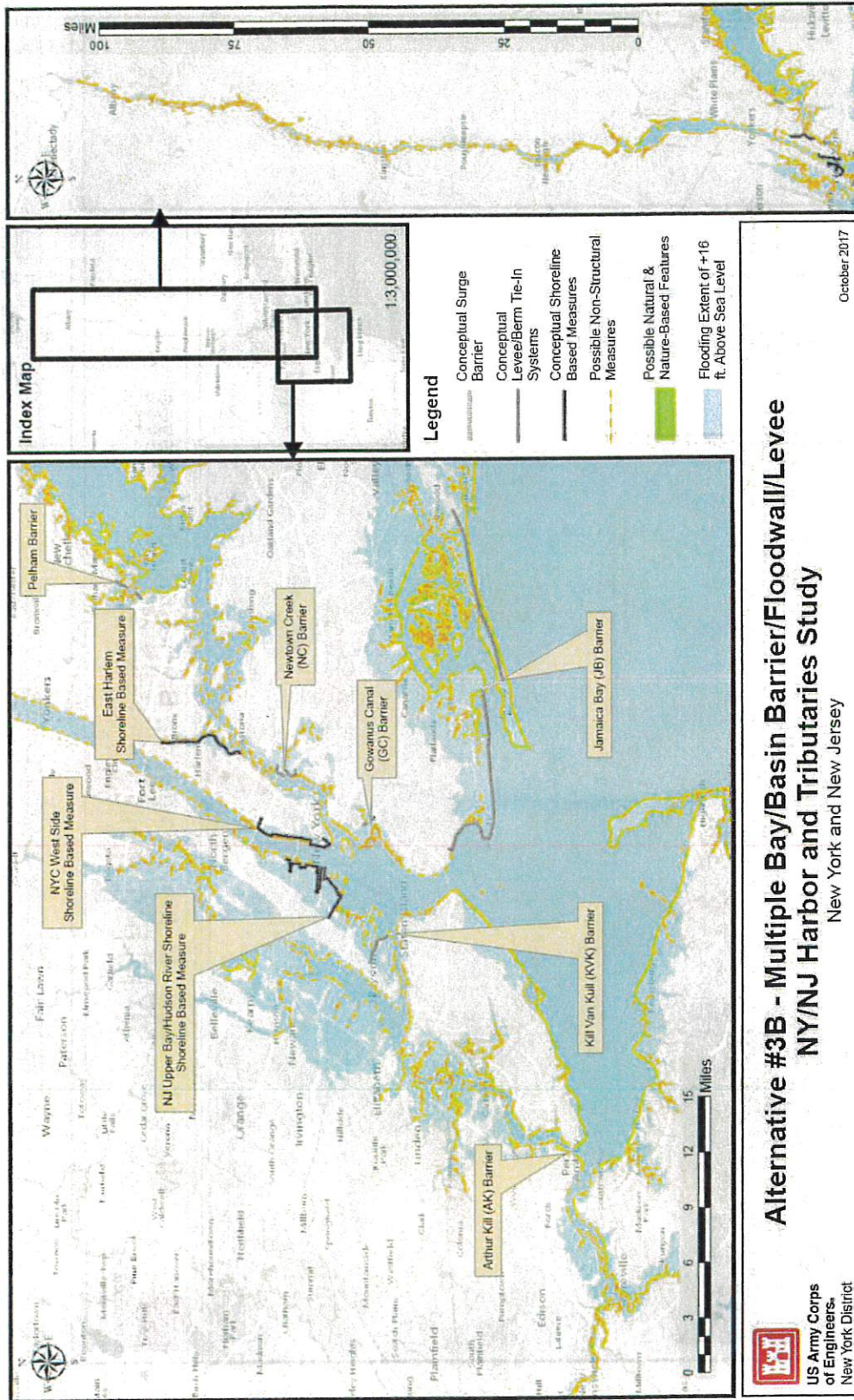


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ALT. 3B: MULTIPLE BARRIERS & FLOODWALLS/LEVEES

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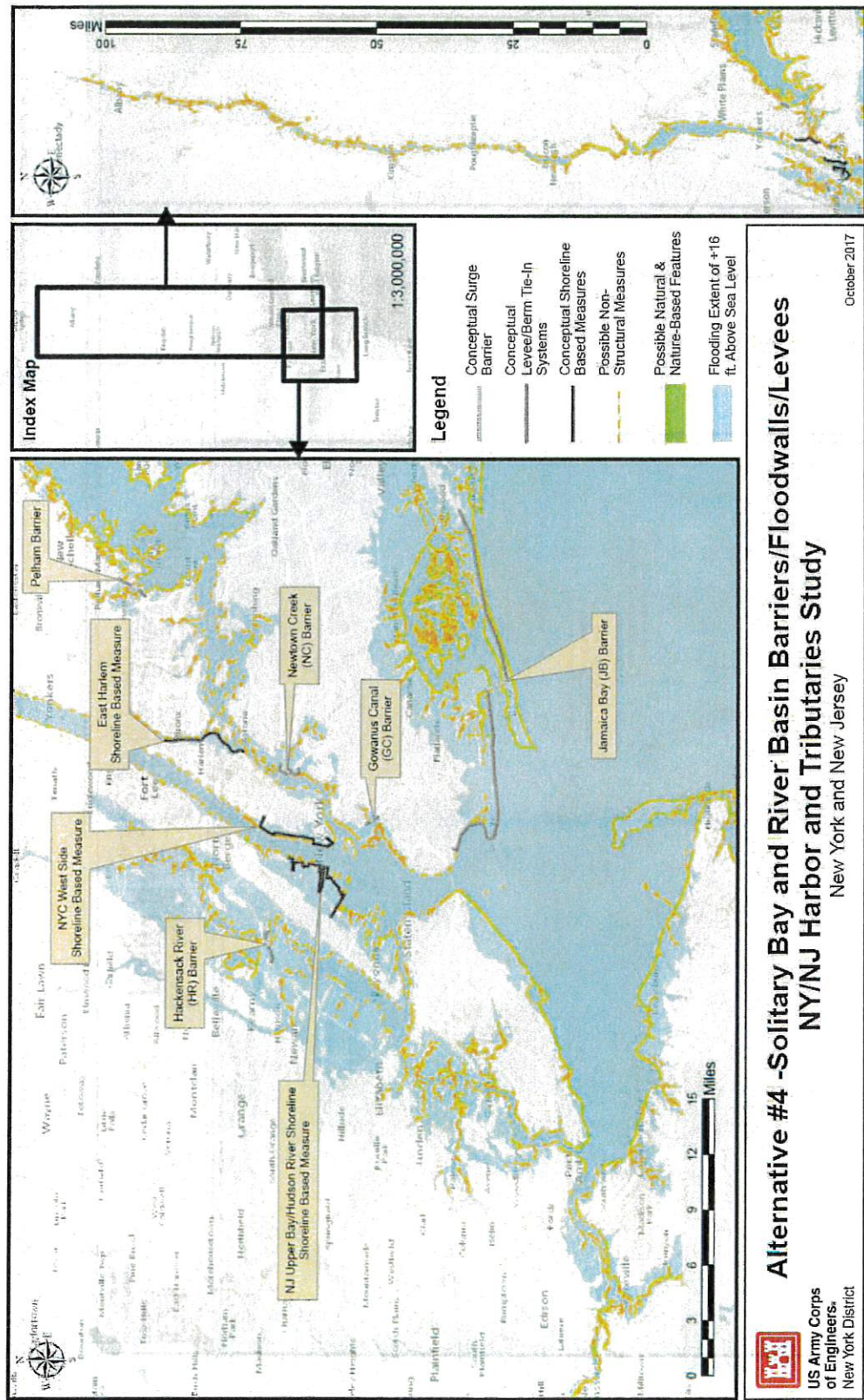
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ALT. 4: SOLITARY BARRIER & FLOODWALLS/LEVEES

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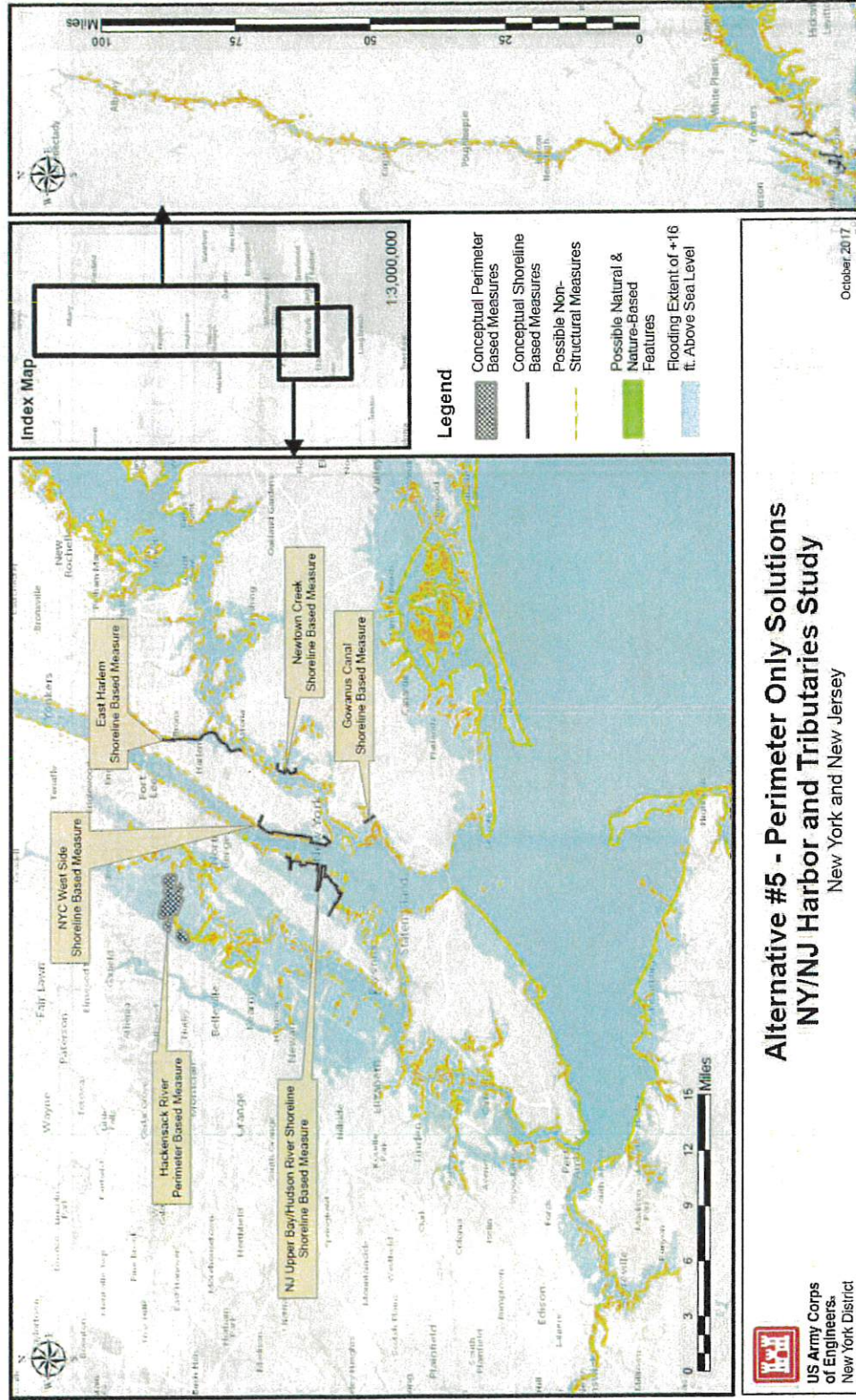


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ALT. 5: PERIMETER ONLY

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Alternative #5 - Perimeter Only Solutions NY/NJ Harbor and Tributaries Study New York and New Jersey

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ALTERNATIVES SCREENING CRITERIA

- Does the alternative meet the planning objectives?
- Does the alternative avoid planning constraints?
- Does the alternative avoid impacts to the environment to the extent practicable?
- Does the alternative contribute to the P&G criteria of completeness, effectiveness, efficiency, and acceptability?
- Does the alternative contribute to the P&G accounts of NED, EQ, RED, and OSE?
- Does the alternative function well in a systems context?



*Rockaway Beach,
New York City*



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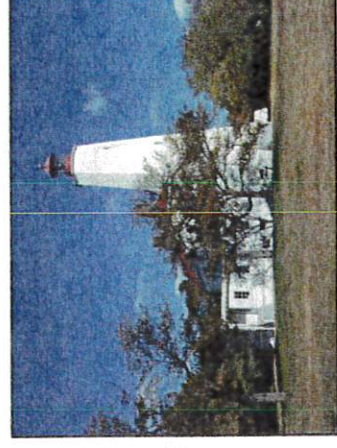
ENVIRONMENTAL COMPLIANCE & RESOURCE AGENCY COORDINATION

30

- Invited Cooperating Agencies (22 September 2017)
 - Coast Guard
 - Environmental Protection Agency
 - Federal Emergency Management Agency
 - Fish and Wildlife Service
 - National Park Service
 - National Marine Fisheries Service
- Collecting existing project data for USACE, state, and local projects
- Project webpage established



Gateway National
Recreation Area, NY and
NJ (National Park Service)



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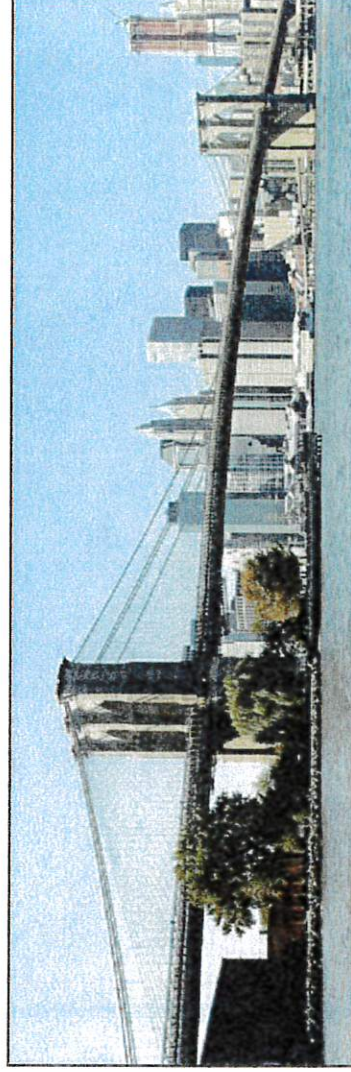


SUMMARY OF NEXT STEPS

- Path to the Tentatively Selected Plan Milestone (summer 2018)
- Screening-level evaluation of alternative benefits, costs, uncertainties and risks
- NEPA scoping & compliance
- Agency coordination
- Public outreach



East River kayaker approaching the Brooklyn Bridge



Brooklyn Bridge and East River (looking west to Manhattan)



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6

7 ACTION PLAN

The primary goal of the Village Consortium is to create a continuous Active Transportation corridor that makes Route 9 safer and is accessible and welcoming for people of all ages and bicycling abilities. Building the entire corridor will require a sustained commitment over the coming years. This section includes specific recommendations categorized as follows:

- Making new connections for biking
- Making it easier to walk along Route 9
- Making Route 9 easier to cross
- Supporting Transit
- Road configuration improvement and parking supply changes

These design concepts, and their corresponding projects, are suitable for securing future funding for engineering design and construction.

PROJECT LIST AND KEY ACTIONS

The following tables describes the facilities improvement by category, road segment and Village, and specifies the Implementation Term (IT) as Short = 1-2 years and/or Medium = 3-9 years. Note that some of the improvements are interrelated, in particular in road segments where a protected bike lane has been proposed, which requires restriping and specific intersection design where the bike lane crosses the pedestrian crossings. As a result, the IT considered for both improvements is the same.

Segment	Making new connections for biking	Make it easier to walk along Route 9	Make it easier to cross Route 9	Supporting Transit	Improvements in the roadway configuration and changes in the parking supply
South of New Broadway	2-way protected bike lane on the east side of the street Transition point in a new crosswalk south of New Broadway	New sidewalk on the east side of Route 9 from the Korean Church to the Village south border	New crosswalks in all legs of the intersections and curb extensions on Route 9 to narrow the crossings Intersection improvements with curb extensions and pedestrian islands in Beekman Ave		Remove 5 on-street parking spaces on the west side from Beekman Ave to the Korean Church new crossing Remove 23 on-street parking spaces on the east side from Hudson Terrace to the High School entrance on the east side Restripe to two 11' lanes NB and one 11' lane SB from Beekman Ave to the new crossing at the Korean Church
IT	Medium	Short	Short		Short-Medium

Figure 111 Active Transportation Facilities Improvements – Tarrytown

Segment	Making new connections for biking	Make it easier to walk along Route 9	Make it easier to cross Route 9	Supporting Transit	Improvements in the roadway configuration and changes in the parking supply
North border to Benedict Ave	Sharrows		New crosswalks at Central Ave and Elizabeth St Intersection improvements with curb extensions and additional crosswalks	Extend the bus bay for NB routes at the stop north of Neperan St intersection	Remove 3 on-street car spaces on the east side south of the Neperan St crossing
IT	Short		Short	Short	Short

Segment	Making new connections for biking	Make it easier to walk along Route 9	Make it easier to cross Route 9	Supporting Transit	Improvements in the roadway configuration and changes in the parking supply
Benedict Ave to Prospect Ave	Separated protected bike lane on each side of Route 9 Transition point at Prospect Ave intersection		New crosswalk at Leroy Ave		Restripe to 11' lane, one in each direction, with 10' right turn lane on Benedict Ave, from Benedict Ave to Tappan Landing Rd Restripe to 11' lane, one in each direction, with 10' center turn lane, from Tappan Landing Rd to Prospect Ave
IT	Short-Medium		Short		Short-Medium
Prospect Ave to SUP landing (New New York Bridge Planned Shared-Use Path)	2-way protected bike lane on the west side of the street	Crosswalks connecting sidewalks in adjacent access points	New sidewalk to access the bus stop NB south of Pierson Ave intersection Intersection improvements with curb extensions and new crosswalks	New sidewalk and crosswalk to access the bus stop NB south of Pierson Ave intersection	Restripe to 11' lane, one in each direction, and 10' turning lane NB left on Quay of Tarrytown and both ways on 303 entrance
IT	Medium	Short	Short	Short-Medium	Short-Medium
SUP landing to I-287 intersection	2-way side path west of the sidewalk	Crosswalks connecting sidewalks in adjacent access points	New crosswalk at the shopping plaza traffic light, between the SUP landing and White Plain Rd EB entrance	Move NB bus stop at the shopping plaza south of the entrance	NYS DOT design
IT	Short-Medium	Short-Medium	Short-Medium	Short	Short-Medium
I-287 intersection to Lyndhurst Museum Ln	2-way protected bike lane on the west side on Route 9 Transition point at Lyndhurst Museum Ln	New sidewalk at the NB bus stop at Lyndhurst Museum	New crosswalk on Route 9 to access the NB bus stop at Lyndhurst Museum	Accessibility improvements to the NB bus stop at Lyndhurst Museum	Restripe to 11' lane, one in each direction, and 10' painted median/turning lane

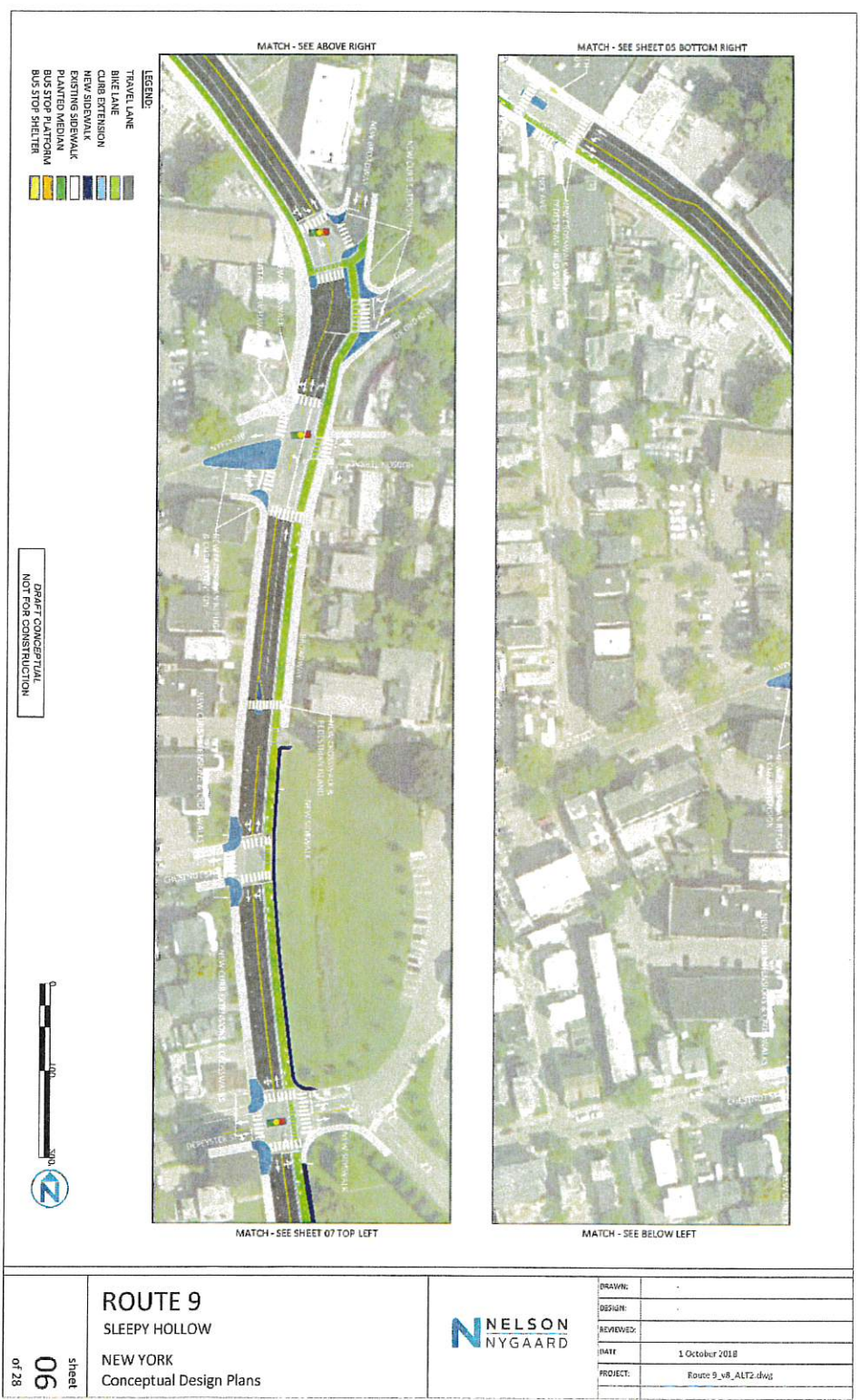
Segment	Making new connections for biking	Make it easier to walk along Route 9	Make it easier to cross Route 9	Supporting Transit	Improvements in the roadway configuration and changes in the parking supply
			New crosswalks, islands and HAWK signal at the OCA crossing Crosswalks at all legs of the intersections		
IT	Short-Medium	Short	Short	Short	Short-Medium
Lyndhurst Museum Ln to Sunnyside Ln	Separated protected bike lane on each side of Route 9		Pedestrian island and new crossing at East Belvedere		Restripe to 11' lane, one in each direction, and 10' painted median/turning lane
IT	Short-Medium		Short		Short-Medium

Figure 112 Active Transportation Facilities Improvements – Irvington

Segment	Making new connections for biking	Make it easier to walk along Route 9	Make it easier to cross Route 9	Supporting Transit	Improvements in the roadway configuration and changes in the parking supply
Sunnyside Ln to Langdon Ave	Separated protected bike lane on each side of Route 9	New sidewalk on the east side from Sunnyside Ln to the Immaculate Conception Church, from Sycamore Ln to Harriman Rd, and from Clinton Ave to Langdon Ave	New crosswalks along Route 9 at all the intersections Intersection improvements with curb extensions	Remove bus stops at Irvington Gardens due to its proximity to Sunnyside Ln bus stops New bus stop north of the crossing at Circle Dr	Road diet to 11' lane, one in each direction, and 10' painted median/turning lane Remove on-street parking on Route 9 (25 spaces)
	Short-Medium	Short	Short	Short-Medium	Short-Medium

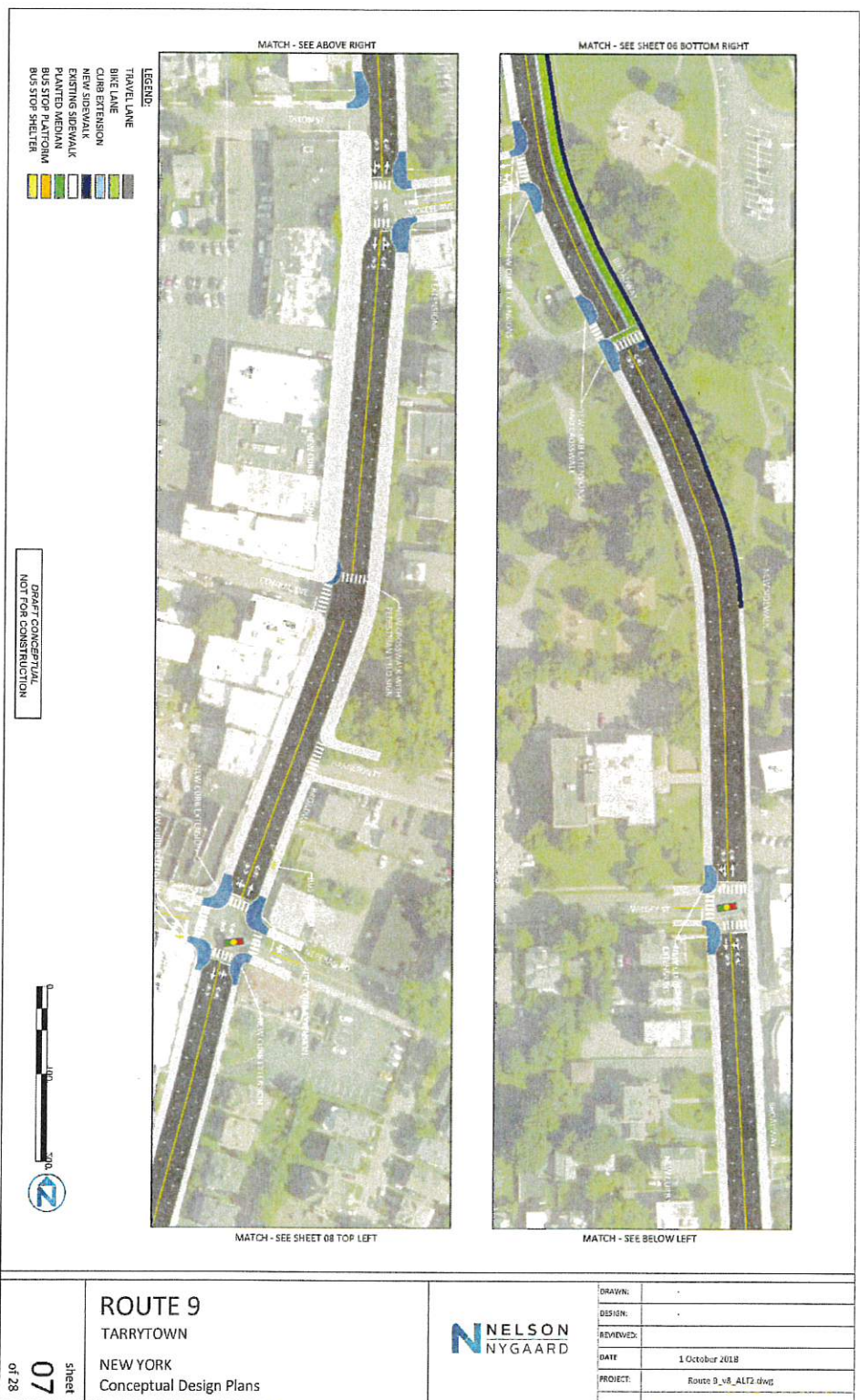
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Figure 84 Conceptual Design – Sleepy Hollow – 7



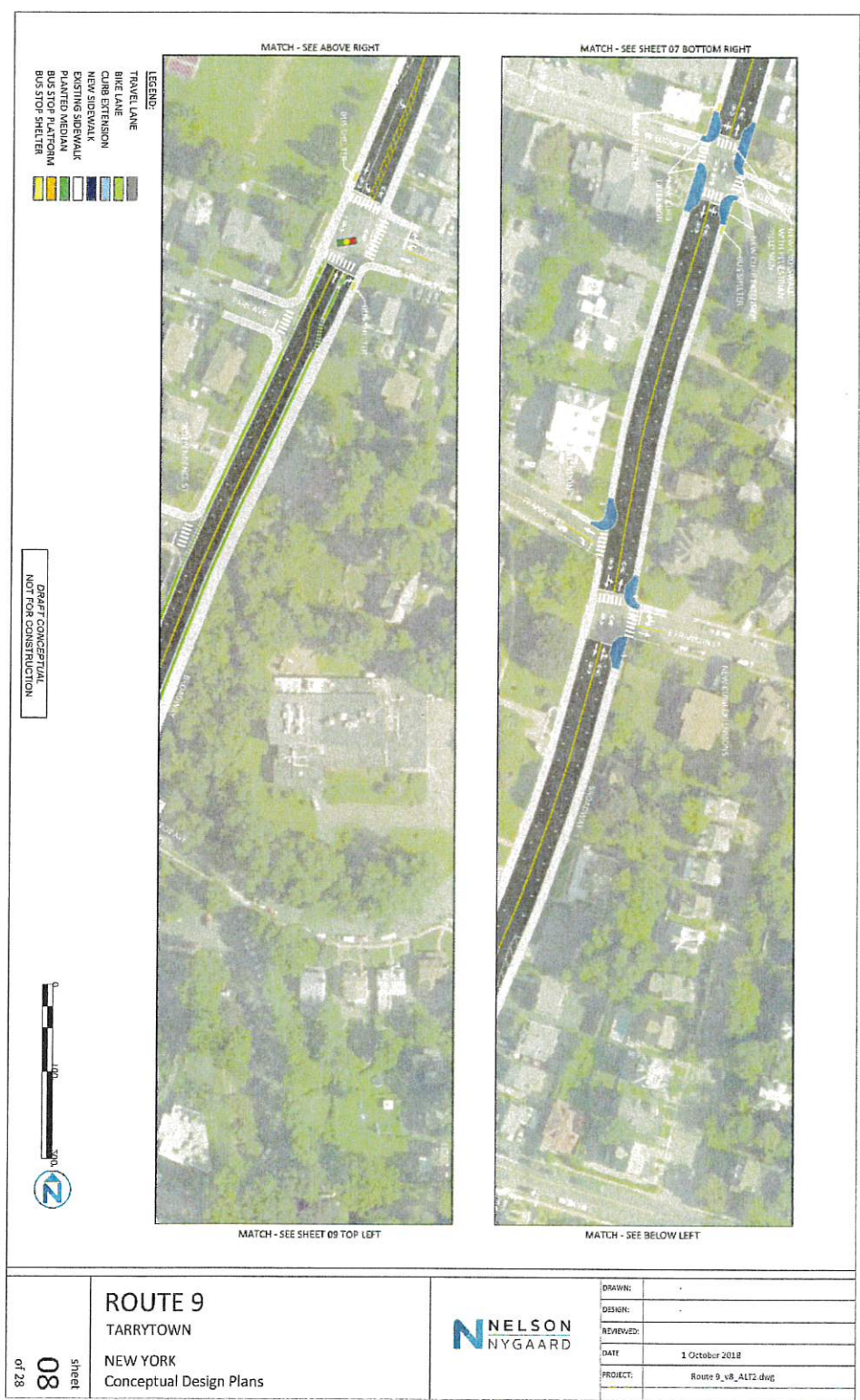
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Figure 85 Conceptual Design – Tarrytown – 8



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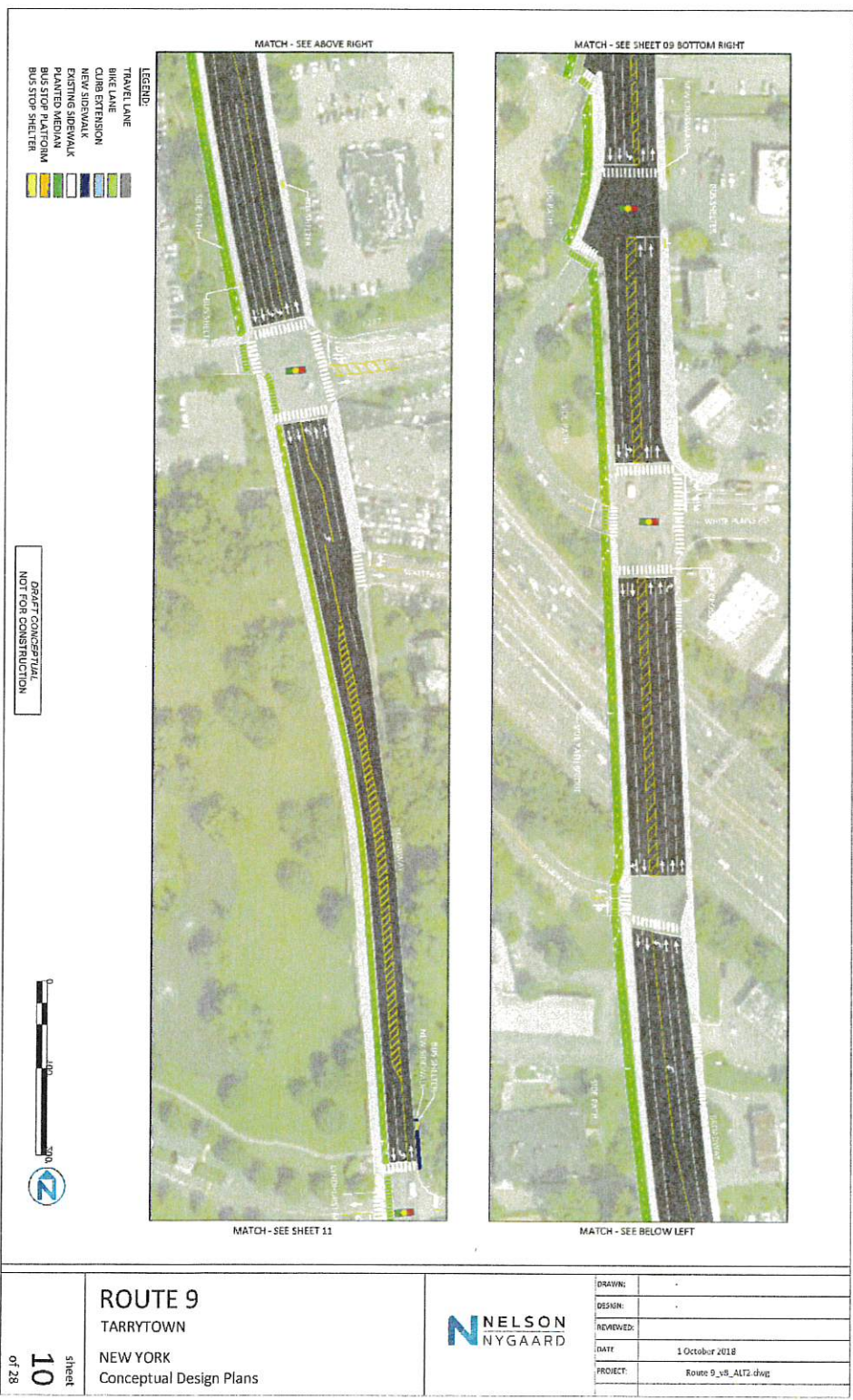
Figure 86 Conceptual Design – Tarrytown – 9





7

Figure 88 Conceptual Design – Tarrytown – 11



7

Figure 89 Conceptual Design – Tarrytown – 12



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Figure 90 Conceptual Design – Tarrytown – 13



8

**Tarrytown Police Department
Memorandum**

DATE: May 2, 2018
FROM: Lt. Budnar
TO: Chief Barbelet
RE: Village Code Change - Chapter 273 (Taxicabs and Liveries), specifically sections 273-5 (Application for a taxicab license or livery license; transfers) and 273-8 (Penalties for offenses; suspension or revocation of license).

Currently section 273-5 of the Village Code regulates taxi licensing. The proposed changes to section (273-5) of the code would read as follows: (Changes marked in yellow bold underlined print. Language to be removed in italic single struck print).

Chapter 273. Taxicabs and Liveries

273-5. Application for a taxicab license or livery license; transfers. [Amended 9-15-1997 by L.L. No. 9-1997; 6-18-2001 by L.L. No. 5-2001; 1-22-2002 by L.L. No. 2-2002; 10-3-2011 by L.L. No. 10-2011]

A. An application for a taxicab license or livery license shall be made by the owner of the vehicle upon blank forms furnished by the licensing official.

1. Such application shall contain:

- a. The owner's full name and present residence.
- b. If the vehicle is owned by other than an individual person, the name and address of the firm, partnership, corporation or other. If a corporation, indicate the state in which incorporated or chartered and the date of such official recognition.
- c. The full names, addresses, *and* social security numbers and dates of birth of all owners, officers, partners, managers, **and** members of the Board of Directors *and holders of 10% or more of the outstanding stock or indebtedness* of such firm.

- i. **If the vehicle is owned by an individual person the application shall contain the full name, address, social security number and date of birth of the individual owner.**

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Tarrytown Police Department Memorandum

ii. **Individual vehicle owners shall also submit a notarized letter from the firm, partnership, corporation or other, in which they will be operating under, acknowledging and permitting the individual to operate under the firm, partnership, corporation or others name.**

- d. Whether the applicant or any of the above named have ever been arrested for any crime or offense other than a traffic violation and, if so, that person's name and the charge, jurisdiction, date and disposition of each offense.
 - e. All individual **vehicle owners, company** owners, officers, partners, managers, **and** members of the Board of Directors ~~or holders of 10% or more of the outstanding stock or indebtedness as identified in § 273-5A(l)(e) of this chapter~~ shall be fingerprinted by an outside agency recommended by the Tarrytown Police Department, which fingerprints shall be forwarded to the New York State Division of Criminal Justice Services for identification processing. The applicant(s) will tender the fees as established by the New York State Department of Criminal Justice Services for the taking of such fingerprints. Said fingerprints to be taken every two years upon renewal. Should additional persons be added during the license year, those person(s) shall be immediately subject to the fingerprints requirements of this section.
 - f. Model and year of taxicab or livery.
 - g. Vehicle identification number of taxicab or livery.
 - h. Vehicle registration number and a copy of the current New York State vehicle registration for taxicab or livery.
 - i. Date of current New York State motor vehicle inspection of taxicab or livery.
 - j. Places and dates of previous taxicab licenses or livery licenses.
 - k. Whether owner's license to operate a taxicab or livery has ever been revoked in the Village or elsewhere and, if so, for what cause.
2. Such statement shall be signed and sworn to by the owner and filed with licensing official as a permanent record.
- l. **In addition to the application, all applicants must submit a Certificate of Insurance to the Village Clerk naming the Village of Tarrytown as the certificate holder.**

8

**Tarrytown Police Department
Memorandum**

B. False Statements.

- 1) Each application shall contain the following statement: "It is a crime punishable as a Class A misdemeanor to knowingly make a false statement herein."
- 2) Any false statements by the owner for a taxicab license or a livery license shall be promptly reported by the licensing official to the Village Attorney. The licensing official is hereby authorized and empowered to require such additional information as he may deem necessary.

C. All applications shall be reviewed by the Police Department to determine the veracity of the information included in the application and compliance with the requirements of this chapter.

D. Applications for renewal of a taxicab license or a livery license shall be filed in the office of the Village Clerk at least 45 days prior to the expiration of said license. Anyone failing to submit said renewal application within the time frame stated herein shall forfeit said license to the Village.

E. An application to transfer a taxicab license or a livery license from one vehicle to another vehicle owned by and registered to the same person, firm, corporation or partnership during a licensing year shall be considered a new application, and all provisions of this chapter shall apply except that an administration fee of \$25 and not an application fee would apply.

F. Any individual vehicle owner operating under a firm, partnership, corporation or other entity who begins operating under a different firm, partnership, corporation or other entity during a licensing year shall be considered a new application, and all provisions of this chapter shall apply except that an administration fee of \$25 and not an application fee would apply.

G. A taxicab license or a livery license may not be transferred or sold by the person, firm, corporation, partnership or entity that holds the license to any other person, firm, corporation, partnership or entity. Any attempt to sell or transfer a taxicab license or livery license as defined herein will result in the forfeiture of said license to the Village.

8

Tarrytown Police Department Memorandum

Currently section 273-8 of the Village Code regulates penalties for offense as well as suspension and revocation of licenses. The proposed changes to section (273-5) of the code would read as follows: (Changes marked in yellow bold underlined print. Language to be removed in italic single struck print).

273.8 Penalties for offenses; suspension or revocation of license

- A. Any owner of a taxicab or livery not licensed, inspected or equipped in accordance with the provisions of this chapter, or of a taxicab or livery, the license of which has been suspended or revoked, who engages in the business of a taxicab or livery as defined herein or attempts to engage in such business or solicits passengers for hire, or any owner of a taxicab or livery who permits a taxicab or livery driver not licensed under this chapter to drive a taxicab or livery shall, upon conviction, be punished by a fine of not less than \$100 and of not more than \$250 or imprisonment for a term not exceeding 15 days, or by both such fine and imprisonment.
- B. Upon conviction of any person for any violation of a provision of this chapter for which no punishment is specifically provided, the punishment, upon conviction for such violation, shall be a fine of not less than \$100 and of not more than \$250 or imprisonment for a term not exceeding 15 days, or by both such fine and imprisonment.
- C. Each and every day that a violation of this chapter continues shall constitute a separate and distinct violation of this chapter.
- D. Suspension and revocation of license. In addition to the fine or imprisonment, or both, authorized by this chapter, any licensee shall be subject to the suspension or revocation of his/her license upon conviction for any violation of this chapter. The Village Administrator may suspend or revoke a license granted under any provision of this chapter, pending or in advance of criminal prosecution of the license.
- E. Forfeiture of license. In addition to any penalty authorized by this chapter, any owner of a taxicab and/or livery license, **or any firm, partnership, corporation or other entity permitting operation under their business name,** shall be subject to the forfeiture of ~~that~~ **their taxicab, livery or business** license, with the license reverting back to the Village, upon conviction for any violation of this chapter.

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Kathy Deufemia

From: Richard Slingerland
Sent: Monday, October 22, 2018 4:33 PM
To: Kathy Deufemia
Cc: Anthony Ross
Subject: FW: ABI Force Machine -- next Work Session
Attachments: Estimate1144820 (3).pdf

This may have to wait until the next Capital Budget, but I would like to discuss with the Board at the October 30th 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

From: Anthony Ross
Sent: Monday, October 22, 2018 3:44 PM
To: Richard Slingerland <rslingerland@tarrytowngov.com>
Cc: Kathy Deufemia <KDeufemia@tarrytowngov.com>; Carol Booth <CBooth@tarrytowngov.com>
Subject: FW: ABI Force Machine

Rich,

Here is the quote for the ABI Force machine for the ballfields. I am getting a quote for the new shed which will house the machine. That shed quote will be forwarded to Lara from the Riverwalk project. Let me know if you need more information. Thanks.

Anthony

From: Casey Weaver [<mailto:cweaver@abiattachments.com>]
Sent: Thursday, October 18, 2018 3:47 PM
To: Anthony Ross <aross@tarrytowngov.com>
Cc: Tyler Ormsby <TOrmsby@abiattachments.com>
Subject: Re: ABI Force Machine

I attached the updated quote. Please let me know if you'd like to lock this in place.

Thank you, Anthony!

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Casey Weaver

Senior Product Specialist

Work: 574-679-7832

Cell: 574-274-2241



ABI Attachments

520 S Byrkit Ave.

Mishawaka, IN 46544

Website: www.abiattachments.com

Facebook: <https://www.facebook.com/ABIattachments>

From: Anthony Ross <aross@tarrytowngov.com>

Date: Thursday, October 18, 2018 at 3:36 PM

To: Casey Weaver <cweaver@abiattachments.com>

Subject: RE: ABI Force Machine

Casey,

This looks good. Can you remove the aerator attachment from the quote and re-send. Thanks.

Anthony

From: Casey Weaver [<mailto:cweaver@abiattachments.com>]

Sent: Thursday, October 18, 2018 3:26 PM

To: Anthony Ross <aross@tarrytowngov.com>

Cc: Tyler Ormsby <TOrmsby@abiattachments.com>

Subject: ABI Force Machine

Thank you for considering the ABI Force for your infield grooming needs. No other tool can renovate, prepare and groom an infield like the Force. With patented spring action mounted attachments, it outperforms traditional drop and drag units. A spec sheet is attached for your reference.

ABI Force Base Package: (pricing attached)

(Includes: Zero Turn Chassis, VibraFlex, Ripping Teeth, Profile Blades, mini box blade, Steel Finish Rake, Rigid drag mat w/ leveling bar, rear hydraulic lift system)

<http://www.abiattachments.com/infield-groomer/abi-force/>

Options: (most included –itemized in quote)

Hydraulic Spreader: \$1395

Pro Edger: \$799

Coco Mat: \$425

XD Flex Mat: \$429

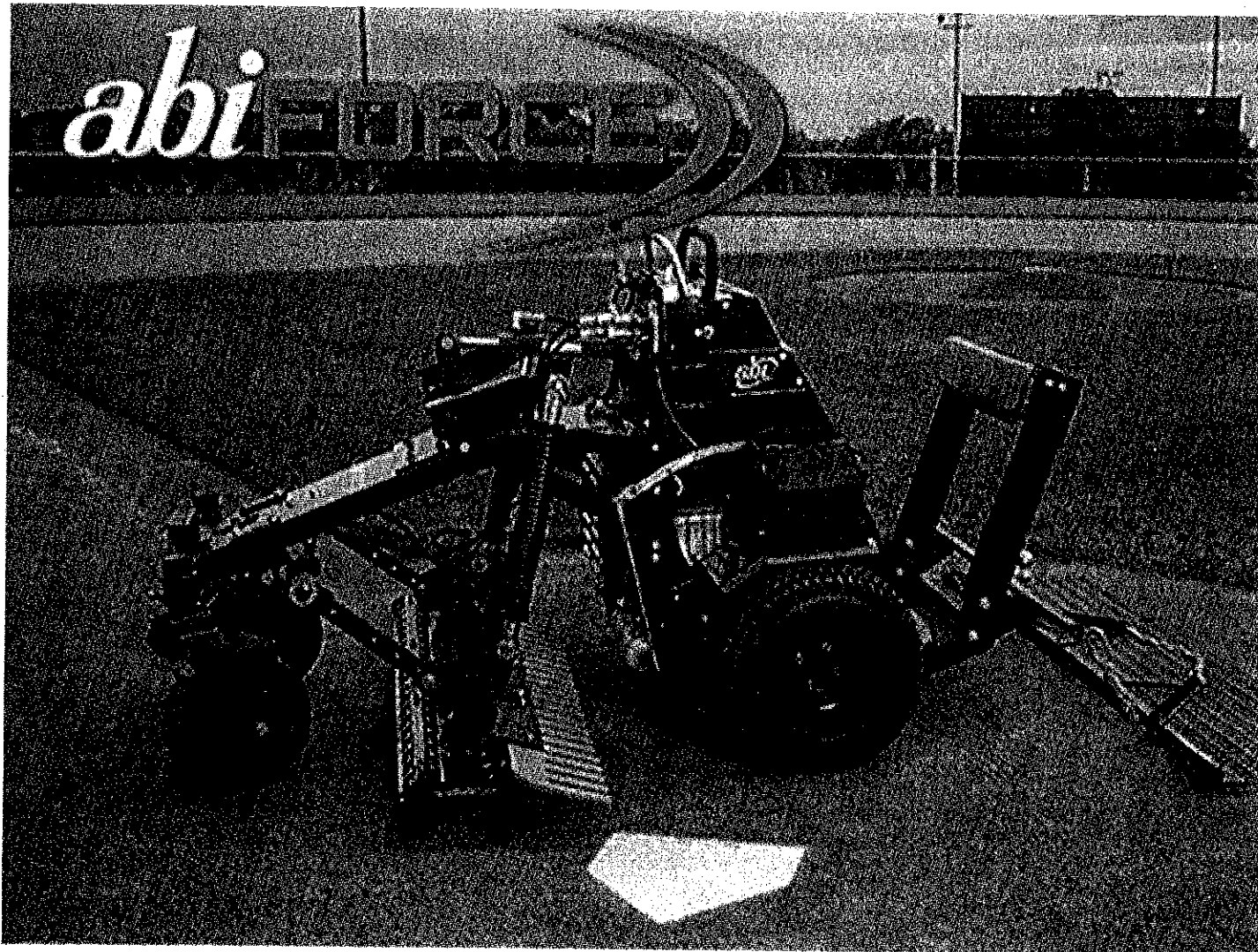
Pro Diamond Finish Mat: \$449

Laser System: <https://www.youtube.com/watch?v=A8pzyf-THB0>

Complete Dual Slope Laser System with receiver, hydraulics, transmitter, tripods and grade rod: \$8963

How the Force Stacks Up to the Competition: <http://www.abiattachments.com/infield-groomer/abi-force/advantages.html>

Here is a video outlining all of the features and options available on the ABI Force:
https://www.youtube.com/watch?v=qzGeJvFD_6E&feature=youtu.be



Here are a few key highlights on the most innovative infield groomer on the market.

- The ABI Force's greatest advantage is that it is totally unique from other self-propelled machines is the downward "Force" that can be applied. This patented feature allows the operator to apply whatever downward pressure is required to get the job done, regardless of the soil conditions.
- The Force comes equipped with a powerful 18 hp Vanguard motor – Commercial grade for high performance in dusty environments.
- With a clean forward line of sight, the Force acts as an extension of the human body. Making it extremely user friendly and effective. Because of the forward design, it means never having to look back.
- The ABI Force is priced competitively, several thousand dollars less than our competitors. In addition, it is adaptable with options that makes the ABI Force perfect for seeding, fertilization and aerating your turf.

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<http://www.abiattachments.com/infield-groomer/abi-force/>



The ABI Force is an outstanding piece of equipment that I am confident will meet and exceed your expectations both in quality and performance. ABI is honored to have received the full faith and endorsement of, DuraEdge & renowned engineered soils industry expert Grant McKnight, for the Infield Rascal® line and ABI Force. DuraEdge manufactures infield surfaces blends that are relied upon by many major league, minor league and collegiate baseball facilities.

If you have any additional questions, please let me know. Have a great day!

Casey Weaver
Associate Sales Manager
www.abiattachments.com

Work: 877-788-7253 x: 222
Cell: 574-274-2241



520 S Byrkit Ave.
Mishawaka, IN 46544



ABI Attachments, Inc.
520 S Byrkit Ave
Mishawaka IN 46544
United States
877-788-7253
www.ABIattachments.com

Quote #QO306319

ID #: 352861 Anthony J Ross

Quote Date: 10/18/2018

Bill To

Anthony J Ross
238 W Main st
Tarrytown NY 10591

Ship To

Anthony J Ross
238 W Main st
Tarrytown NY 10591

Quote Details

Expires - End Of Month Quoted
Terms -
Quoted By - Tyler Ormsby

Quantity	Items	Weight	Price	Amount
1	10-90229 ABI Force - Zero-Turn Machine (Sports Turf) Base Unit: The patented ABI Force (V1) zero-turn chassis includes a commercial 18 hp V-Twin OHV (570cc) Vanguard engine, commercial hydrostatic drive system, patented hydraulic spring mid-mount system, attachment tool bar, Speed-Lock, Depth-Lock, removable scarifiers, and a Multi-function rake. Commercial 24-Month (or 1,500 operational Hours) Chassis Warranty and 36-Month Engine Warranty (Some Customer Assembly & Uncrating Required) Required Attachments Sold Separately	1,400	\$15,899.00	\$15,899.00
1	10-90231 Rear Hydraulic Lift System for ABI Force For ultimate efficiency and finesse the rear hydraulic lift system allows fingertip control of rear-mount attachments. (Customer Assembly Required)	50	\$529.00	\$529.00
1	10-90165 VibraFlex 5' Infield Drag (Model 3800) ABI's patent-pending VibraFlex attachment prepares infield surfaces with unmatched control and precision. The easily replaced u-pins are arranged in 4 staggered rows with 1" spacing between each. A complete set of 1" and 1/2" u-pins are provided. 1/2" pins are preinstalled. Change out pins based upon application and desired results. MODEL 3800 (60" wide mid-mount attachment)	75	\$549.00	\$549.00
1	10-90253 Profile Blades For Rascal MVP & Force (Set of 2) Profile Blades de-compact the infield and warning track surfaces and eliminate vegetation at the root level without up-ending the infield's profile during light renovation work. (5.5' Wide)	36	\$229.00	\$229.00
1	10-98029 Mini-Box Blade for ABI Force (Solid Edge) The solid edge Mini-Box Blade attaches to the multi-function rake at the mid-point of the ABI Force. With fingertip control of height and pitch from the powerful hydraulic and spring-loaded arms, users can quickly and effectively level the infield, remove loosened debris and rocks, and distribute conditioner around the field. (Solid Edge / 60" Mid-mount Attachment / Customer Assembly Required)	60	\$329.00	\$329.00
1	10-90167 6' Rigid Drag Mat w/Leveling Bar The Rigid Drag Mat with leveling bar is an all-purpose attachment to level, smooth, and finish. This drag mat is 6' wide and 1.5' long and is designed to float material from high areas into low areas WITHOUT following small contours of the ground. (Customer Assembly Required)	70	\$379.00	\$379.00
1	10-90184 7' Fine Finish Broom (For Hydraulic Lift) ABI Force The Fine Finish Broom creates the perfect finish in both high and low moisture conditions on well-maintained surfaces. This broom is 7' wide and offers 3 rows of replaceable bristles. FOR ABI Force WITH HYDRAULIC LIFT. (Customer Assembly Required)	50	\$379.00	\$379.00

Subtotal	\$18,293.00
Shipping Cost	\$749.05
Freight Discount (-)	(\$200.00)
Shipping Due	\$549.05
Tax Total (%)	\$0.00
Total	\$18,842.05

Shipping Method:

Freight Carrier: N/A - please select freight company - Confirmation #: BSQE3shN7hu (Not A Tracking - Residential with Notify - - Liftgate - #)

Freight Accessories Ordered:

Notes:

Customer Support: Phone Support 877-788-7253, Mon-Fri, 8am-5pm EST or ABIsupport.com for product manuals, parts, and self-help.

Return Policy: Product(s) sold with limited warranty, standard return policy, and (when applicable) conditional money back guarantee. Review Details: abiattachments.com/policy/return/

Critical Delivery Responsibilities:

If your order is not a parcel being shipped via UPS or FedEx, please consider the following to avoid additional charges. **Critical Inspection Process:** Upon delivery, you will need to thoroughly inspect your purchase for any damages or shortages. ABI nor the carrier will be responsible for damages or shortages if they are not indicated on the delivery document the driver asks you to sign. **Unloading The Truck:** Most ABI equipment requires the assistance of a forklift, tractor with front-end loader, or a lift gate to offload. We have already discussed an offloading plan with you and ordered the freight accessories listed above at your direction. If this offloading plan is not clear to you, please contact us immediately. **Terminal Or Customer Pick Up:** If selected, the carrier or ABI will contact you with additional instructions when the unit is available for pickup.

Thank you for your interest. All payments must be received in US dollars. Payment in full before shipment is required, unless approved for Net terms or financing through our partners. If sales or use taxes are not included on this quote, you may still be responsible to pay these taxes. Please consult with your tax advisor for any tax liabilities. Quote subject to management approval. This quote expires at the end of the month it was created.



QO306319

GovDeals Vehicle Inspection Form

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Inventory ID:	Asset Number:	Fair Market Value:
Short Description: Year <u>2012</u> Make <u>John Deere</u> Model <u>1290A - Intfield Rake</u>		
VIN: <u>1TTC1200ATDT200208</u> Title Restriction: <input type="checkbox"/> Y <input type="checkbox"/> N		
Odometer: <u> </u> <input type="checkbox"/> Miles <input type="checkbox"/> Kilometers Odometer Accurate <input type="checkbox"/> Y <input type="checkbox"/> N:		
Long Description: This Vehicle: <input checked="" type="checkbox"/> Starts <input type="checkbox"/> Starts with a Boost & <input type="checkbox"/> Runs/Driveable <input type="checkbox"/> Engine Runs <input type="checkbox"/> Does Not Run <input type="checkbox"/> For Parts Only Engine- Type: <u>L, V</u> <input checked="" type="checkbox"/> Gas <input type="checkbox"/> Diesel Engine <input type="checkbox"/> Propane/Natural Gas <input type="checkbox"/> Gas/Electric Hybrid Engine Condition: <input checked="" type="checkbox"/> Runs <input type="checkbox"/> Needs repair <input type="checkbox"/> is in unknown condition Repairs needed: _____ This vehicle was maintained every _____ <input type="checkbox"/> Days <input type="checkbox"/> Hours <input type="checkbox"/> Miles Date Removed From Service: <u>5/1/18</u> Maintenance Records: <input type="checkbox"/> Available <input type="checkbox"/> Not Available For Inspection Transmission: <input checked="" type="checkbox"/> Automatic <input type="checkbox"/> Manual Speed Condition: <input type="checkbox"/> Operable <input type="checkbox"/> Needs repair <input type="checkbox"/> Is Unknown Condition Repairs Needed: _____ Drivetrain: <input checked="" type="checkbox"/> 2 Wheel Drive <input type="checkbox"/> 4 Wheel Drive Condition: _____		
Exterior: Color: <u>Green</u> Windows: <input type="checkbox"/> No Cracked Glass <input type="checkbox"/> Cracked Minor: <input type="checkbox"/> Dents <input checked="" type="checkbox"/> Scratches <input type="checkbox"/> Dings Tire Condition: <u>Good</u> Tread: _____ #Flat _____ Hubcaps # _____ Major Damage to: _____ Additional Damage: _____ Decals: <input type="checkbox"/> None <input type="checkbox"/> Have Been Sprayed or <input type="checkbox"/> Have been Removed & <input type="checkbox"/> Impressions Remain <input type="checkbox"/> No Impressions Emergency equip: <input type="checkbox"/> None <input type="checkbox"/> Has been removed & <input type="checkbox"/> There are holes in the exterior <input type="checkbox"/> There are no holes		
Interior: Color: <u>Yellow</u> <input type="checkbox"/> Cloth <input checked="" type="checkbox"/> Vinyl <input type="checkbox"/> Leather Damage to Seats: _____ Damage to Dash/Floor: _____ Radio: <input type="checkbox"/> Stock or <input type="checkbox"/> Brand & Model: _____ <input type="checkbox"/> AM <input type="checkbox"/> AM/FM <input type="checkbox"/> AM/FM Cassette <input type="checkbox"/> AM/FM CD <input type="checkbox"/> AC (Condition: <input type="checkbox"/> Cold <input type="checkbox"/> Unknown) <input type="checkbox"/> No AC Air Bags: <input type="checkbox"/> Driver's Side <input type="checkbox"/> Dual <input type="checkbox"/> Cruise Control <input type="checkbox"/> Tilt Steering <input type="checkbox"/> Remote Mirrors <input type="checkbox"/> Climate Control Power: <input type="checkbox"/> Steering <input type="checkbox"/> Windows <input type="checkbox"/> Door Locks <input type="checkbox"/> Seats		
Additional Equipment: _____ Manufacturer _____ Model _____ Serial # _____ <input type="checkbox"/> Tool Box <input type="checkbox"/> Light Bar <input type="checkbox"/> Ladder Rack <input type="checkbox"/> Utility Body: Brand _____ <input type="checkbox"/> Hitch: Type _____		
Location of Asset: <u>Tarrytown Parks Department</u> For more information contact: <u>Anthony Ross 914-598-7115</u> Reminder: Do not close items on or surrounding a Holiday, on Friday nights, or Weekends. Stagger closing times by 10 minutes.		

GovDeals Vehicle Inspection Form

Inventory ID:	Asset Number:	Fair Market Value:
Short Description: Year <u>2002</u> Make <u>Club Car</u> Model <u>DS</u>		
VIN: <u>A1Q0234-1188713</u>		Title Restriction: <input type="checkbox"/> Y <input type="checkbox"/> N
Odometer: <u> </u>		<input type="checkbox"/> Miles <input type="checkbox"/> Kilometers Odometer Accurate <input type="checkbox"/> Y <input type="checkbox"/> N:
Long Description: This Vehicle: <input type="checkbox"/> Starts <input type="checkbox"/> Starts with a Boost & <input checked="" type="checkbox"/> Runs/Driveable <input type="checkbox"/> Engine Runs <input type="checkbox"/> Does Not Run <input type="checkbox"/> For Parts Only Engine- Type: <u> L, V </u> <input type="checkbox"/> Gas <input type="checkbox"/> Diesel Engine <input type="checkbox"/> Propane/Natural Gas <input checked="" type="checkbox"/> Gas/Electric Hybrid Engine Condition: <input type="checkbox"/> Runs <input type="checkbox"/> Needs repair <input type="checkbox"/> Is in unknown condition Repairs needed: _____ This vehicle was maintained every <u> </u> <input type="checkbox"/> Days <input type="checkbox"/> Hours <input type="checkbox"/> Miles Date Removed From Service: <u>5/1/18</u> Maintenance Records: <input type="checkbox"/> Available <input type="checkbox"/> Not Available For Inspection Transmission: <input checked="" type="checkbox"/> Automatic <input type="checkbox"/> Manual Speed Condition: <input checked="" type="checkbox"/> Operable <input type="checkbox"/> Needs repair <input type="checkbox"/> Is Unknown Condition Repairs Needed: _____ Drivetrain: <input checked="" type="checkbox"/> 2 Wheel Drive <input type="checkbox"/> 4 Wheel Drive Condition: _____ Exterior: Color: <u>Off white</u> Windows: <input type="checkbox"/> No Cracked Glass <input type="checkbox"/> Cracked Minor: <input type="checkbox"/> Dents <input checked="" type="checkbox"/> Scratches <input checked="" type="checkbox"/> Dings Tire Condition: <u>Fair</u> Tread: <u> </u> #Flat <u> </u> Hubcaps # <u> </u> Major Damage to: <u>Cargo Bed was replaced w/ flat wooden plywood</u> Additional Damage: _____ Decals: <input type="checkbox"/> None <input type="checkbox"/> Have Been Sprayed or <input type="checkbox"/> Have been Removed & <input type="checkbox"/> Impressions Remain: <input type="checkbox"/> No Impressions Emergency equip: <input type="checkbox"/> None <input type="checkbox"/> Has been removed & <input type="checkbox"/> There are holes in the exterior <input type="checkbox"/> There are no holes Interior: Color <u>White</u> <input type="checkbox"/> Cloth <input checked="" type="checkbox"/> Vinyl <input type="checkbox"/> Leather Damage to Seats: _____ Damage to Dash/Floor: _____ Radio: <input type="checkbox"/> Stock or <input type="checkbox"/> Brand & Model: _____ <input type="checkbox"/> AM <input type="checkbox"/> AM/FM <input type="checkbox"/> AM/FM Cassette <input type="checkbox"/> AM/FM CD <input type="checkbox"/> AC (Condition: <input type="checkbox"/> Cold <input type="checkbox"/> Unknown) <input type="checkbox"/> No AC Air Bags: <input type="checkbox"/> Driver's Side <input type="checkbox"/> Dual <input type="checkbox"/> Cruise Control <input type="checkbox"/> Tilt Steering <input type="checkbox"/> Remote Mirrors <input type="checkbox"/> Climate Control Power: <input type="checkbox"/> Steering <input type="checkbox"/> Windows <input type="checkbox"/> Door Locks <input type="checkbox"/> Seats Additional Equipment: <u>Power drive 3 battery charger</u> Manufacturer _____ Model _____ Serial # _____ <input type="checkbox"/> Tool Box <input type="checkbox"/> Light Bar <input type="checkbox"/> Ladder Rack <input type="checkbox"/> Utility Body: Brand _____ <input type="checkbox"/> Hitch: Type _____ Location of Asset: <u>Tarrytown Parks Department</u> For more information contact: <u>Anthony Ross Aross@tarrytowngov.com</u> Reminder: Do not close items on or surrounding a Holiday, on Friday nights, or Weekends. Stagger closing times by 10 minutes.		

GovDeals Vehicle Inspection Form

Inventory ID:

Asset Number:

Fair Market Value:

Short Description:

Year 1994

Make John Deere

Model 455

VIN:

Title Restriction: ☐ Y ☐ N

Odometer:

☐ Miles

☐ Kilometers

Odometer Accurate ☐ Y ☐ N

Long Description:

This Vehicle: ☐ Starts ☒ Starts with a Boost & ☐ Runs/Driveable ☐ Engine Runs ☐ Does Not Run ☐ For Parts Only

Engine-Type: L. V. ☐ Gas ☒ Diesel Engine ☐ Propane/Natural Gas ☐ Gas/Electric Hybrid

Engine Condition: ☒ Runs ☐ Needs repair ☐ is in unknown condition

Repairs needed:

This vehicle was maintained every ☐ Days ☐ Hours ☐ Miles

Date Removed From Service: 5/1/18 Maintenance Records: ☐ Available ☐ Not Available For Inspection

Transmission: ☒ Automatic ☐ Manual Speed Condition: ☐ Operable ☐ Needs repair ☐ Is Unknown Condition

Repairs Needed:

Drivetrain: ☐ 2 Wheel Drive ☒ 4 Wheel Drive Condition:

Exterior:

Color: Green

Windows: ☒ No Cracked Glass ☐ Cracked

Minor: ☒ Dents ☒ Scratches ☒ Dings

Tire Condition: Fair

Tread:

#Flat

Hubcaps #

Major Damage to:

Additional Damage:

Decals: ☐ None ☐ Have Been Sprayed or ☐ Have been Removed & ☐ Impressions Remain ☐ No Impressions

Emergency equip: ☐ None ☐ Has been removed & ☐ There are holes in the exterior ☐ There are no holes

Interior:

Color: Yellow

☐ Cloth ☒ Vinyl ☐ Leather

Damage to Seats:

Damage to Dash/Floor:

Radio: ☐ Stock or ☐ Brand & Model: ☐ AM ☐ AM/FM ☐ AM/FM Cassette ☐ AM/FM CD

☐ AC (Condition: ☐ Cold ☐ Unknown) ☐ No AC

Air Bags: ☐ Driver's Side ☐ Dual

☐ Cruise Control ☐ Tilt Steering ☐ Remote Mirrors ☐ Climate Control

Power: ☐ Steering ☐ Windows ☐ Door Locks ☐ Seats

Additional Equipment:

Snowblower & salt spreader

Manufacturer

Model

Serial #

☐ Tool Box ☐ Light Bar ☐ Ladder Rack ☐ Utility Body: Brand

☐ Hitch: Type

Location of Asset: Township Parks Dept

For more information contact: Anthony Pato

914-598-7115

Reminder: Do not close items on or surrounding a Holiday, on Friday nights, or Weekends. Stagger closing times by 10 minutes.

GovDeals Vehicle Inspection Form

Inventory ID:	Asset Number:	Fair Market Value:
Short Description: Year <u>1994</u> Make <u>John Deere</u> Model <u>755</u>		
VIN: L V 0 7 5 5 E 1 9 0 4 6 1		Title Restriction: <input type="checkbox"/> Y <input type="checkbox"/> N
Odometer: 		<input type="checkbox"/> Miles <input type="checkbox"/> Kilometers Odometer Accurate <input type="checkbox"/> Y <input type="checkbox"/> N:
Long Description: This Vehicle: <input type="checkbox"/> Starts <input checked="" type="checkbox"/> Starts with a Boost & <input type="checkbox"/> Runs/Driveable <input type="checkbox"/> Engine Runs <input type="checkbox"/> Does Not Run <input type="checkbox"/> For Parts Only Engine Type: <u>0.9 L V</u> <input type="checkbox"/> Gas <input checked="" type="checkbox"/> Diesel Engine <input type="checkbox"/> Propane/Natural Gas <input type="checkbox"/> Gas/Electric Hybrid Engine Condition: <input checked="" type="checkbox"/> Runs <input type="checkbox"/> Needs repair <input type="checkbox"/> is in unknown condition Repairs needed: _____ This vehicle was maintained every _____ <input type="checkbox"/> Days <input type="checkbox"/> Hours <input type="checkbox"/> Miles Date Removed From Service: _____ Maintenance Records: <input type="checkbox"/> Available <input type="checkbox"/> Not Available For Inspection Transmission: <input checked="" type="checkbox"/> Automatic <input type="checkbox"/> Manual Speed Condition: <input type="checkbox"/> Operable <input type="checkbox"/> Needs repair <input type="checkbox"/> Is Unknown Condition Repairs Needed: _____ Drivetrain: <input type="checkbox"/> 2 Wheel Drive <input checked="" type="checkbox"/> 4 Wheel Drive Condition: _____ Exterior: Color: <u>Green</u> Windows: <input type="checkbox"/> No Cracked Glass <input type="checkbox"/> Cracked Minor: <input checked="" type="checkbox"/> Dents <input checked="" type="checkbox"/> Scratches <input checked="" type="checkbox"/> Dings Tire Condition: <u>Fair</u> Tread: _____ #Flat _____ Hubcaps # _____ Major Damage to: _____ Additional Damage: _____ Decals: <input type="checkbox"/> None <input type="checkbox"/> Have Been Sprayed or <input type="checkbox"/> Have been Removed & <input type="checkbox"/> Impressions Remain <input type="checkbox"/> No Impressions Emergency equip: <input type="checkbox"/> None <input type="checkbox"/> Has been removed & <input type="checkbox"/> There are holes in the exterior <input type="checkbox"/> There are no holes Interior: Color <u>Black</u> <input type="checkbox"/> Cloth <input checked="" type="checkbox"/> Vinyl <input type="checkbox"/> Leather Damage to Seats: _____ Damage to Dash/Floor: _____ Radio: <input type="checkbox"/> Stock or <input type="checkbox"/> Brand & Model: _____ <input type="checkbox"/> AM <input type="checkbox"/> AM/FM <input type="checkbox"/> AM/FM Cassette <input type="checkbox"/> AM/FM CD <input type="checkbox"/> AC (Condition: <input type="checkbox"/> Cold <input type="checkbox"/> Unknown) <input type="checkbox"/> No AC Air Bags: <input type="checkbox"/> Driver's Side <input type="checkbox"/> Dual <input type="checkbox"/> Cruise Control <input type="checkbox"/> Tilt Steering <input type="checkbox"/> Remote Mirrors <input type="checkbox"/> Climate Control Power: <input type="checkbox"/> Steering <input type="checkbox"/> Windows <input type="checkbox"/> Door Locks <input type="checkbox"/> Seats Additional Equipment: <u>Front Bucket</u> Manufacturer _____ Model _____ Serial # _____ <input type="checkbox"/> Tool Box <input type="checkbox"/> Light Bar <input type="checkbox"/> Ladder Rack <input type="checkbox"/> Utility Body: Brand _____ <input type="checkbox"/> Hitch: Type _____ Location of Asset: <u>Tamworth Parks Dept</u> For more information contact: <u>Anthony Rees 914-598-7118</u> Reminder: Do not close items on or surrounding a Holiday, on Friday nights, or Weekends. Stagger closing times by 10 minutes.		