

**VILLAGE OF TARRYTOWN  
BOARD OF TRUSTEES  
WORK SESSION 6:00 P.M.  
WEDNESDAY, JULY 10, 2013  
Tarrytown Village Hall  
One Depot Plaza, Tarrytown, New York**

---

Board of Trustees Concerns

Open Session

1. Photographer – Tappan Zee Bridge
2. Resolution – Taxes DPW
3. Resolution – Standard Work Days for Appointed and Elected Officials
4. The Uniform Notice of Claim Act
5. Multi-Modal #1 – Project ID S574
6. Code Change – West Main Street
7. Hitachi Property
8. Glenville Fire Protection District Agreement – 1/1/13 – 12/31/13
9. Utility Tracking
10. Water Rent Penalty
11. Fees – Restaurant Outdoor Dining
12. Energy Conservation Project for Village Hall
13. Fire Department Membership Changes
14. Historic Commons District

Executive Session

- 1A. Tarrytown Boat Club – Dredging
- 2A. Tarrytown Boat Club - Lease
- 3A. Fire Department Membership
- 4A. Litigation

WHEREAS, taxes have been levied on the property where the Tarrytown Department of Public Works is located with a street address of 4 Division Street and a Tax Identification Number of Section 001.040, Block 4, Lot 11; and

WHEREAS, the developer of said property has not paid said taxes, interest, penalties and fees pending its transfer to the Village of Tarrytown,

NOW, THEREFORE BE IT RESOLVED that the Village of Tarrytown Board of Trustees waives the interest, penalties and fees on the said property upon the transfer of title from the developer to the Village of Tarrytown of the Tarrytown Department of Public Works property.

---

## VILLAGE OF TARRYTOWN INTEROFFICE MEMORANDUM

---

TO: Village Administrator Blau

FROM: Carol A. Booth, Village Clerk *CB*

SUBJECT: Standard Work Day and Reporting Resolution

DATE: June 14, 2013

ESTABLISHING STANDARD WORK DAYS FOR APPOINTED AND ELECTED  
OFFICIALS

BE IT RESOLVED that the Board of Trustees of the Village of Tarrytown does hereby establish the following as standard work days for elected and appointed officials and will report the following days worked to the New York State and Local Employees' Retirement System based on the time keeping system records or the record of activities maintained and submitted by these officials to the Clerk of this body:

Title	Name	Registration Number	Standard Work Day Hrs/day	Term Begins/Ends	Participates In Employer's Time Keeping System (Y/N)	Days/Mo. (based on Record of Activities)
Elected Officials						
Village Assessor	Robert A. Wheatley	5005868-4	6	4/1/13- 4/1/14	N	5

BE IT FURTHER RESOLVED that the name/title listed in this resolution is not Tier 1 member of the New York State Retirement system; and

BE IT FURTHER RESOLVED that the Village Clerk has received a six-month record of activities from the name/title in this resolution who do not participate in the employer's time keeping system; and

BE IT FURTHER RESOLVED that the Village Clerk so file a copy of this resolution and an affidavit of posting with the New York State Comptroller's Office within 45 days of adoption.

BE IT FURTHER RESOLVED that the Village Clerk shall publicly post the resolution on the Village Website for at least 30 days after adoption.

## Kathy Deufemia

---

**From:** Mike Blau  
**Sent:** Monday, June 17, 2013 3:14 PM  
**To:** Kathy Deufemia  
**Cc:** Jeff Shumejda (external)  
**Subject:** FW: The Uniform Notice of Claim Act

Kathy – for next Work Session agenda. Jeff – there is a question at the end of paragraph 2 that we should pose to our Village Attorneys. Please review and advise.

---

**From:** Wade Beltramo [<mailto:Wade@nycom.org>]  
**Sent:** Monday, June 17, 2013 3:07 PM  
**To:** Wade Beltramo  
**Subject:** The Uniform Notice of Claim Act

To: City and Village Mayors, Managers, Administrators, Clerks, and Attorneys

From: NYCOM General Counsel Wade Beltramo

Re: The Uniform Notice of Claim Act

On December 17, 2012, Governor Cuomo signed the Uniform Notice of Claim Act into law. The Act, which became effective on June 15, 2013, amended New York's General Municipal Law to allow notices of claim against cities and villages\* to be served on the New York Secretary of State as agent for New York's public corporations. Pursuant to the Act, the New York Department of State will forward any notice of claim served on it to the individual the city or village designates to receive the notices of claim.

To effectuate this new method of serving notices of claim on public corporations, General Municipal Law § 53 was added and requires each city and village to file with the New York Department of State a certificate that (a) designates the New York Secretary of State as the local government's agent for service of notices of claim, (b) provides the name and address of an officer, person, or designee, nominee or other agent-in-fact to which the Secretary of State will forward any notices of claim, and (c) provides the applicable time limit for filing a notice of claim on the city or village. Note that General Municipal Law § 50-e imposes a general 90 day time limit for filing a notice of claim. City and village officials should check with their attorney to determine if a different time limit has been established by statute.

**Cities and villages should adopt a motion or resolution approving the designation and appointing the individual to whom the Secretary of State must mail notices of claim. City and village officials have until July 15, 2013 to file the certificate with the Secretary of State.**

Certificates of Designation of Notice of Claim may be filed online at [https://appext20.dos.ny.gov/noc\\_public/f?p=800:8](https://appext20.dos.ny.gov/noc_public/f?p=800:8). Online filing is available seven days a week from 7:00 a.m. to 11:30 p.m.

As an alternative to the online filing method, Certificates of Designation of Notice of Claim may be filed using a paper form delivered to the Department of State, Division of Corporations, State Records and Uniform Commercial Code, One Commerce Plaza, 99 Washington Avenue, Albany, NY 12231. Requests for copies of the paper filing form must be sent to [eDesignation@dos.ny.gov](mailto:eDesignation@dos.ny.gov).

Failing to file a Certificate of Designation of Notice of Claim will not invalidate any notice of claim served on the New York Secretary of State.

Individuals who serve a notice of claim on the New York Secretary of State will be charged a \$250 service fee. Half of the service fee will be retained by the New York Secretary of State and the other half provided to the public corporation named in the notice of claim. Public corporations that do not file a Certificate of Designation of Notice of Claim with the Department of State will not receive a share of the service fees.

Notices of Claim against cities and villages may be served on the Secretary of State beginning Monday, July 15, 2013.

Certificates of Designation of Notice of Claim may be amended online at [https://appext20.dos.ny.gov/noc\\_public/f?p=800:2](https://appext20.dos.ny.gov/noc_public/f?p=800:2) or by contacting the Department of State at [eDesignation@dos.ny.gov](mailto:eDesignation@dos.ny.gov) for a paper form.

Any questions regarding notices of claim may be sent to the Department of State at [eDesignation@dos.ny.gov](mailto:eDesignation@dos.ny.gov).

*\*The Uniform Notice of Claim Act applies to public corporations which is defined in General Construction Law § 66 as a municipal corporation, district corporations and public benefit corporations. Municipal corporation is defined to include cities, villages, towns, counties, and school districts.*



STATE OF NEW YORK  
DEPARTMENT OF TRANSPORTATION  
REGION EIGHT  
4 BURNETT BOULEVARD  
POUGHKEEPSIE, NEW YORK 12603  
www.dot.ny.gov

5  
**RECEIVED**

JUN 14 2013

**TARRYTOWN VILLAGE  
ADMINISTRATOR**

WILLIAM J. GORTON, P.E.  
ACTING REGIONAL DIRECTOR

JOAN McDONALD  
COMMISSIONER

June 11, 2013

Mr. Michael Blau, Village Administrator  
Village of Tarrytown  
One Depot Plaza  
Tarrytown, NY 10591

**RE: MULTI MODAL #1 - PROJECT ID S574  
VILLAGE OF TARRYTOWN, WESTCHESTER COUNTY**

Dear Mr. Blau:

This is to advise you that the Multi-Modal #1 Program project identified in Schedule A of the attached contract agreement is approved for State/Village agreement initiation. The next step in the approval process is the joint execution of this agreement between NYSDOT and the Village of Ardsley.

Reimbursement cannot occur before this contract is fully executed and approved by the State Comptroller. Enclosed are five (5) copies of the agreement which is comprised of a Master Agreement form and one Schedule A. Please return five (5) copies of the locally executed agreement to this office as soon as possible for execution by New York State. Each of the five (5) locally executed agreements must contain original signatures and notarizations, and *each Schedule A must be signed*.

After you have received your copy of the State Comptroller-executed Agreement, eligible reimbursements for this project can be requested by completing the quarterly reimbursement form which will be mailed to the Village. Submission of your completed form along with supporting documentation (invoices, vouchers, cancelled checks, dated digital photos) to the Local Projects Unit will enable you to obtain reimbursement for these expenditures.

All written correspondence, including the locally-executed agreements and completed reimbursement request forms, should be submitted to:

Wendy Cobb  
Region 8 Local Projects Unit  
New York State Department of Transportation  
4 Burnett Boulevard  
Poughkeepsie, New York 12603

If you have any questions regarding the Multi-Modal Program, please contact me at (845) 431-7910 or via email at [wendy.cobb@dot.ny.gov](mailto:wendy.cobb@dot.ny.gov).

Sincerely,

Wendy Cobb  
Regional Multi-Modal Representative  
Local Projects Unit

Enclosures

**Master Municipal Multi-Modal (MM) Capital Project(s) Agreement**

For Use Only with Municipally-owned Highway, Bridge, or Aviation projects where  
a State Comptroller (OSC) approved contract is required

[Note: A separate contract is required for each individual Multi-Modal Program source]

**NYS COMPTROLLER'S CONTRACT NO. D033063**

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_, is between the New York State Department of Transportation ("NYSDOT"), having its principal office at 50 Wolf Road, Albany, New York 12232 and the **Village of Tarrytown** (the "Sponsor"), with offices at **One Depot Plaza, Tarrytown, New York 10591**, to provide for the reimbursement of costs incurred by the municipality for the construction, reconstruction, improvement, reconditioning and preservation of a project or projects included in Schedule A or Supplements to Schedule A within the Multi-Modal Programs, consisting of one or more County, Town, City, and Village road, highway, parkway, bridge or aviation capital project or projects, as described for the purposes of this agreement in Schedule A or Supplements to Schedule A hereof (the "Project"). The amount of NYSDOT's funding pursuant to this Agreement shall be limited to Project Eligible Costs actually incurred, in no event to exceed the amount(s) identified in Schedule A.

**WITNESSETH:**

WHEREAS, section 14-k of the Transportation Law establishes the Multi-Modal (MM) Programs 1, 2, 3, and 4 that may fund eligible project costs through the Thruway or Dormitory Authority (DASNY) bond funding (as applicable) for capital projects approved by the Commissioner of Transportation, and

WHEREAS, pursuant to Legislative appropriation or authorization for capital projects, that MM funding of the Project(s) herein is authorized and, the Sponsor certifies to NYSDOT that:

- (1) the service life of each individual Project is ten (10) or more years, regardless of mode; and
- (2) for highway and bridge mode projects, (a) MM program funding is not used for the mandated non-Federal matching share of a Federally funded project; (b) the amount of MM funds requested is and shall be no greater than prior unreimbursed municipal project expenditures for work completed or materials incorporated in a qualifying project(s); and (c) the amount of municipal funds appropriated for transportation capital projects is not and shall not be reduced because of the MM program funding; and
- (3) for any airport or aviation facility type, the sponsor must certify that Federal funding is not available to the project, but that the project is consistent with an approved Airport Layout Plan.

NOW THEREFORE, the parties agree as follows:

1. *Documents Forming this Agreement.* The agreement consists of the following:

Agreement Form - this document titled "Master Municipal Multi-Modal Capital Project(s) Agreement is for Use Only with Municipally-owned Highway, Bridge, or Aviation projects where a State Comptroller-approved contract is required";

Multi-Modal Program Schedule "A" - Detailed individual Project Description(s) and Funding; and

Appendix "A" - New York State Required Contract Provisions.

Appendix "A-1" – Supplemental Title VI Provisions (Civil Rights Act)

Appendix "2" – Iran Divestment Act

2. *Work, Maintenance & Operation.* Sponsor shall render all services and furnish all materials and equipment necessary to complete the Project or projects described in Schedule(s) A or Supplements to Schedule A and shall fund all costs attendant to such completion. The work of the Project or projects may consist generally of the categories of work described in Schedule A or one or more Supplemental Schedules A as may hereafter be executed by the parties hereto and approved as required for a State contract, and any additions or deletions made thereto by NYSDOT subsequent to the execution of such Schedules A or Supplements to Schedule A for the purposes of conforming to New York State requirements. Upon Project completion, Sponsor will operate and maintain the Project(s) at no expense to NYSDOT and Sponsor will not dispose of or encumber the Project(s) or cause the Project(s) to be withdrawn from public service during its useful service life without the prior approval of NYSDOT.

3. *Multi-Modal (MM) Funding Reimbursement of Eligible Project Costs.* Subject to compliance with this Agreement, NYSDOT agrees to authorize reimbursement of individual Project costs identified in the applicable Schedule A or Supplements to Schedule A attached hereto in an amount not to exceed the lesser of the indicated MM program funding amount or actual Eligible Project Costs, as defined below. MM program funding shall be used solely for the payment of Eligible Costs the Sponsor actually incurs in performing the Project. Only Eligible Project Costs, paid no more than 15 months prior to the date of execution of the Multi-Modal Program Reimbursement Request Form are reimbursable. To be eligible for MM aid, "Eligible Project Costs" must: (a) be eligible pursuant to § 3.1 below and such other MM program Policies and Criteria as are established by NYSDOT including but not limited to NYSDOT's MM Program Guidelines criteria; and, (b) be for work which, when completed, has a certifiable service life of at least 10 years.

3.1. *Eligible Costs.* Eligible Project costs include costs of acquisition, construction, repair, reconstruction, renovation, equipment and other related costs as set forth in the Project Description in Schedule A or Supplements to Schedule A. Eligible Project costs may also include the reimbursement of salaries and wages to employees of Sponsor for carrying out the Project(s); fees to consultants and professionals retained by Sponsor for planning and performing the Project, and such other costs and expenses directly related to such employees, consultants and professionals for the Project.

3.2. *Sponsor Debt Service.* Multi Modal program funds shall not be used to pay a Sponsor for interest (debt Service) or issuance (indirect costs) payments on Multi Modal projects for which the sponsor issued a local bond or note to finance the first instance local portion. Multi Modal funds can be used to reimburse a Sponsor for payments of the principal portion of a local bond or note which a Sponsor might issue to pay for the construction of a capital project.

4. *Payment.* Payments hereunder shall be as follows:

4.1. *Payment Upon Completion.* Except where §4.2 applies, payment to Sponsor shall be made upon the application of Sponsor to NYSDOT upon Project completion, on the basis of work accomplished, local expenditures made, and the submission of duly completed payment

**Universal Master Municipal MM Agreement**  
**Municipal Sponsor:** Village of Tarrytown

requests and certifications in a form approved by NYSDOT, including such information as NYSDOT deems necessary to assure compliance with the program requirements and this Agreement.

4.2. *Periodic Reimbursement.* If the Sponsor and NYSDOT find it desirable to have reimbursement made periodically in accordance with a payment cycle established by NYSDOT and the Sponsor, NYSDOT may authorize payments based on billings prepared by the Sponsor in accordance with NYSDOT requirements, based on costs incurred as disclosed by the records thereof, as required by the Project or projects, with applicable adjustments to be made after audit by NYSDOT. These payments shall be made as moneys become available therefor.

4.3. *Certifications.* In addition to the certifications on Page 1 of this contract, the Sponsor shall also certify in each payment request that individual Project work was performed in accordance with the design and contractual requirements of Sponsor and Sponsor's design professional, and that such request does not duplicate reimbursement of costs and services received from other sources. Such certification by the project sponsor shall include the responsibility to furnish the Commissioner with any written information as may be necessary to maintain, if applicable, the federal tax exempt status of bonds, notes, or other obligations issued by the New York State Thruway Authority or the Dormitory of the State of New York for such purposes.

4.4 *Electronic Contract Payments.* Municipality/Sponsor shall provide complete and accurate supporting documentation of eligible Local expenditures as required by this contract, NYSDOT and the State Comptroller. Following NYSDOT approval of such supporting documentation, payment for invoices submitted by the contracting Municipality/Sponsor shall only be rendered electronically unless payment by paper check is expressly authorized by the Commissioner, in the Commissioner's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary State procedures and practices. The contracting Sponsor shall comply with the State Comptroller (or applicable Public Authority) procedures to authorize electronic payments. Authorization forms are available at the State Comptroller's website at [www.osc.state.ny.us/epay/index.htm](http://www.osc.state.ny.us/epay/index.htm), by E-mail at [epunit@osc.ny.gov](mailto:epunit@osc.ny.gov), or by telephone at (518) 474-4032. For referral to applicable Public Authority electronic payment registration procedures for certain State funded payments, Local Sponsors should refer to the cover letter instruction included with this document or, otherwise, contact their Regional NYSDOT Local Programs Liaison. The contracting Municipality/Sponsor herein acknowledges that it will not receive payment on any invoices submitted under this Contract agreement if it does not comply with the State Comptroller (or applicable Public Authority) electronic payment procedures, except where the Commissioner has expressly authorized payment by paper check as set forth above.

5. *Ethics Considerations.* In addition to Sponsor's conforming with the applicable provisions of Public Officers Law §73 (Business or Professional Activities by State Officers and Employees and Party Officers) and General Municipal Law §806 (Code of Ethics) as related to the expenditure of the MM Funding made hereunder, no member of Sponsor's governing body, its officers or employees, nor any member of their families shall benefit financially either directly or indirectly from the MM Funding unless such action is otherwise in accordance with law and is necessary for the accomplishment of the Project. In such event, Sponsor shall disclose such relationship to NYSDOT and shall obtain prior written approval therefor from NYSDOT.

6. *NYSDOT Performance Review.* NYSDOT may review the Sponsor's performance of this agreement in such manner and at such times as NYSDOT shall determine, and such review may include field visits by NYSDOT representatives to the Project or projects and/or the offices of Sponsor. Sponsor shall at all times make available its employees, records and facilities to authorized NYSDOT representatives in connection with any such review. Such review shall be for the purpose, among other things, of ascertaining the quality and quantity of Sponsor's performance of the Project or projects, its use and operation.

7. *State Recovery of Ineligible Reimbursements.* NYSDOT shall be entitled to recover from the Sponsor any monies paid to the Sponsor pursuant to this Agreement which are subsequently determined to be ineligible for funding hereunder.

8. *Contract Executory.*

8.1. This Agreement shall be deemed executory only to the extent of money available to the State for its performance and no liability on account thereof shall be incurred by the State beyond money available therefor.

8.2. This agreement shall remain in effect so long as State funding authorizations are in effect and funds are made available pursuant to the laws controlling such authorizations and availabilities. However, if such authorizations or availabilities lapse and are not renewed, continued or reenacted, as to funds encumbered or available and to the extent of such encumbrances or availabilities, this agreement shall remain in effect for the duration of such encumbrances or availabilities. Although the liquidity of encumbrances or the availability of funds may be affected by budgetary hiatuses, a State budgetary hiatus will not by itself be construed to lapse this agreement, provided any necessary State appropriations or other funding authorizations therefor are eventually enacted. Sponsor's continued performance during such a budgetary hiatus cannot, by itself, obligate the State to making expenditures without appropriations.

9. *Sponsor Liability.*

9.1. Sponsor shall be responsible for all damage to person or property arising from any act or negligence performed by or on behalf of the Sponsor, its officers, agents, servants or employees, contractors, subcontractors or others in connection with this Agreement. The Sponsor specifically agrees that its agents or employees shall possess the experience, knowledge and character necessary to qualify them individually for the particular duties they perform.

9.2. The Sponsor shall indemnify and save harmless NYSDOT & the State for all damages & costs arising out of any claims, suits, actions, or proceedings resulting from the negligent performance of work by or on behalf of the Sponsor, its officers, agents, servants, employees, contractors, subcontractors or others under this agreement. Negligent performance of service, within the meaning of this section shall include, in addition to negligence founded upon tort, negligence based upon the Sponsor's failure to meet professional standards & resulting in obvious or patent errors in the progression of its work.

9.3 The Sponsor shall at all times during the Contract term remain responsible. The Sponsor agrees, if requested by the Commissioner of Transportation or his or her designee,

**Universal Master Municipal MM Agreement  
Municipal Sponsor: Village of Tarrytown**

to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity.

9.4 The Commissioner of Transportation or his or her designee, in his or her sole discretion, reserves the right to suspend any or all activities under this Contract, at any time, when he or she discovers information that calls into question the responsibility of the Sponsor. In the event of such suspension, the Sponsor will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Sponsor must comply with the terms of the suspension order. Contract activity may resume at such time as the Commissioner of Transportation or his or her designee issues a written notice authorizing a resumption of performance under the Contract.

9.5 Upon written notice to the Sponsor, and a reasonable opportunity to be heard with appropriate Department of Transportation officials or staff, the Contract may be terminated by the Commissioner of Transportation or his or her designee at the Sponsor's expense where the Sponsor is determined by the Commissioner of Transportation or his or her designee to be non-responsible. In such event, the Commissioner of Transportation or his or her designee may complete the contractual requirements in any manner he or she may deem advisable and pursue available legal or equitable remedies for breach

10. *No Assignment or Transfer of Contract.* Sponsor agrees not to assign, transfer, convey, sublet or otherwise dispose of this contract or any part thereof, or of its right, title or interest therein, of its power to execute such contract to any entity, public or private, without the previous written consent of NYSDOT first having been obtained.

11. *Independent Contractor.* The officers and employees of the Sponsor, in accordance with the status of the Sponsor as an independent contractor, covenant and agree that they will conduct themselves consistent with such status, that they will neither hold themselves out as nor claim to be an officer or employee of the State by reason hereof, and that they will not by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the State, including, but not limited to, Workers' Compensation coverage, Unemployment Insurance benefits, Social Security or Retirement membership or credit.

12. *Disqualification and Damages.* If the Sponsor fails to comply completely with any of the terms and conditions contained within this agreement, including, but not limited to paragraphs 2 and 10, in their entirety at any time, the project shall be disqualified. If the project is disqualified the Sponsor must refund all funds received under this agreement to NYSDOT, and also pay to NYSDOT a liquidated damage fee of 5% of the total funds received under this agreement.

13. *Term of Agreement.* As to the Project or projects described in Schedule(s) A, this agreement takes effect as of the date of this Master Agreement as first above written. This agreement takes effect consistent with the date of Project work established and described in any duly executed and approved Schedule A or Supplements to Schedule A. Failing Project completion within the period set forth in Schedule A or Supplements to Schedule A, or agreement by NYSDOT to extend a Project completion date for good cause, this Agreement will expire and be of no further force or effect. This agreement shall only remain in effect so long as Multi-Modal funding authorizations are in effect and funds are made available pursuant to the laws controlling such authorizations and availabilities. However, if such authorizations or availabilities lapse and are not renewed, continued or reenacted, as to funds encumbered or available and to the extent of such encumbrances or availabilities, this agreement shall remain in effect for the duration of such encumbrances or availabilities. Although the liquidity of

encumbrances or the availability of funds may be affected by budgetary hiatuses, a State budgetary hiatus will not by itself be construed to lapse this agreement, provided any necessary State appropriations or other funding authorizations therefor are eventually enacted.

14 *Reporting Requirements.* The Municipality/Sponsor agrees to comply with and submit to NYSDOT in a timely manner all applicable reports required under the provisions of this Agreement and the Multi-Modal guidelines and in accordance with current Federal and State laws, rules, and regulations.

15 Appendix A, standard provisions for all New York State Contracts, is attached hereto and is hereby made a part of this agreement as if set forth fully herein.

16. *Compliance with legal requirements.* Sponsor must comply with all applicable federal, state and local, laws, rules and regulations, including but not limited to the following:

16.1 *New York State Executive Law Article 15-A, Participation by Minority Group members and Women with Respect to State Contracts,* including the requirements thereunder related to equal employment opportunity and utilization goals for contracting opportunities for minority and women-owned business enterprises. Sponsor's failure, to comply with Article 15-A requirements in any of its contracts and sub-contracts funded in whole or in part by this agreement, without prior written approval from NYSDOT approval, violates the contract and the Department may, at its discretion: (1) cancel, terminate or suspend this agreement or such portion of this agreement or (2) assess liquidated damages in the amount of up to 20% of the portion of any of the Sponsor's contracts and sub-contracts funded in whole or in part by this agreement, to which contract goals are established.

16.2 *New York Environmental Law, Article 6, the State Smart Growth Public Infrastructure Policy Act,* including providing true, timely and accurate application information related to the project to ensure compliance with the Act.

16.3 *New York Transportation Law, Section 427, Equal employment opportunity program,* including the requirements thereunder related to equal employment opportunity and required contract provisions for inclusion in any of the Sponsor's contracts and sub-contracts funded in whole or in part by this agreement

17. *Compliance with procedural requirements.* Sponsor understands that funding is contingent upon the Sponsor's compliance with the applicable requirements.

18. *Notice Requirements.*

18.1 All notices permitted or required hereunder shall be in writing and shall be transmitted either (1) Via certified or registered United States mail, return receipt requested; (2) By facsimile transmission; (3) By personal delivery; (4) By expedited delivery service; or (5) By e-mail.

18.2 For all Multi-Modal Local Agreement purposes, such notices shall be addressed by the Sponsor to the officially designated Regional Local Program Liaison (RLPL) named in NYSDOT's initial request for a detailed Project "PIS" Application and, by NYSDOT, to the officially designated Primary Sponsor's Contact designated by formal Legislative Project Nomination, or to such different parties and addresses as the parties may from time-to-time mutually agree to designate. The parties herein agree to exchange such contact information above which shall include Organization Name, Individual Name & Title, Mailing Address, Telephone number, Facsimile number, & E-mail address.

**Universal Master Municipal MM Agreement  
Municipal Sponsor: Village of Tarrytown**

- 18.3 Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States Mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or email, upon receipt.
- 18.4 The parties may, from time to time, specify any new or different address in the United States as their address for purpose of receiving notice under this Agreement by giving fifteen (15) days written notice to the other party sent in accordance herewith. The parties agree to mutually designate individuals as their respective representatives for the purposes of receiving notices under this Agreement. Additional individuals may be designated in writing by the parties for purposes of implementation and administration/billing, resolving issues and problems and/or for dispute resolution.

TARRYTOWN POLICE DEPARTMENT  
OFFICE MEMORANDUM

DATE: June 20, 2013  
TO: Chief Brown  
FROM: William G. Herguth, Lt.  
SUBJECT: Code Change: Parking- West Main Street

Per your request the following wording may be used for legislation to amend the Village Code to allow for parking restriction changes in that area. A No Standing restriction will be added to an area at the western end of the street that is already legislated as No Parking.

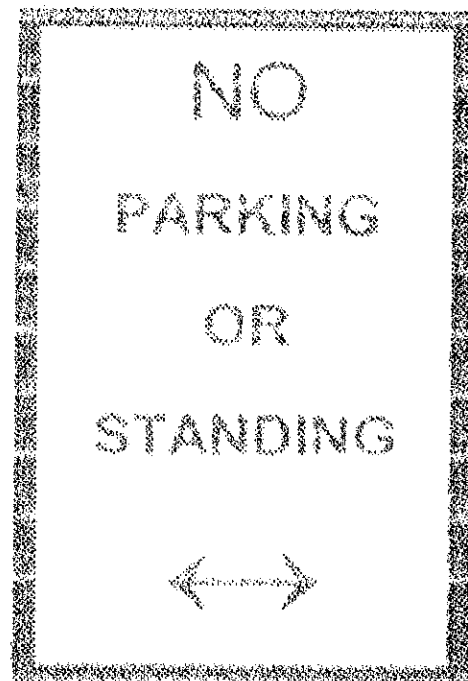
No material to be deleted. New material is set forth in capital letters.

§ 291-79 Schedule XIV: No Standing.

In accordance with the provisions of § 291-18, no person shall stand a vehicle upon any of the following described streets or parts of streets:

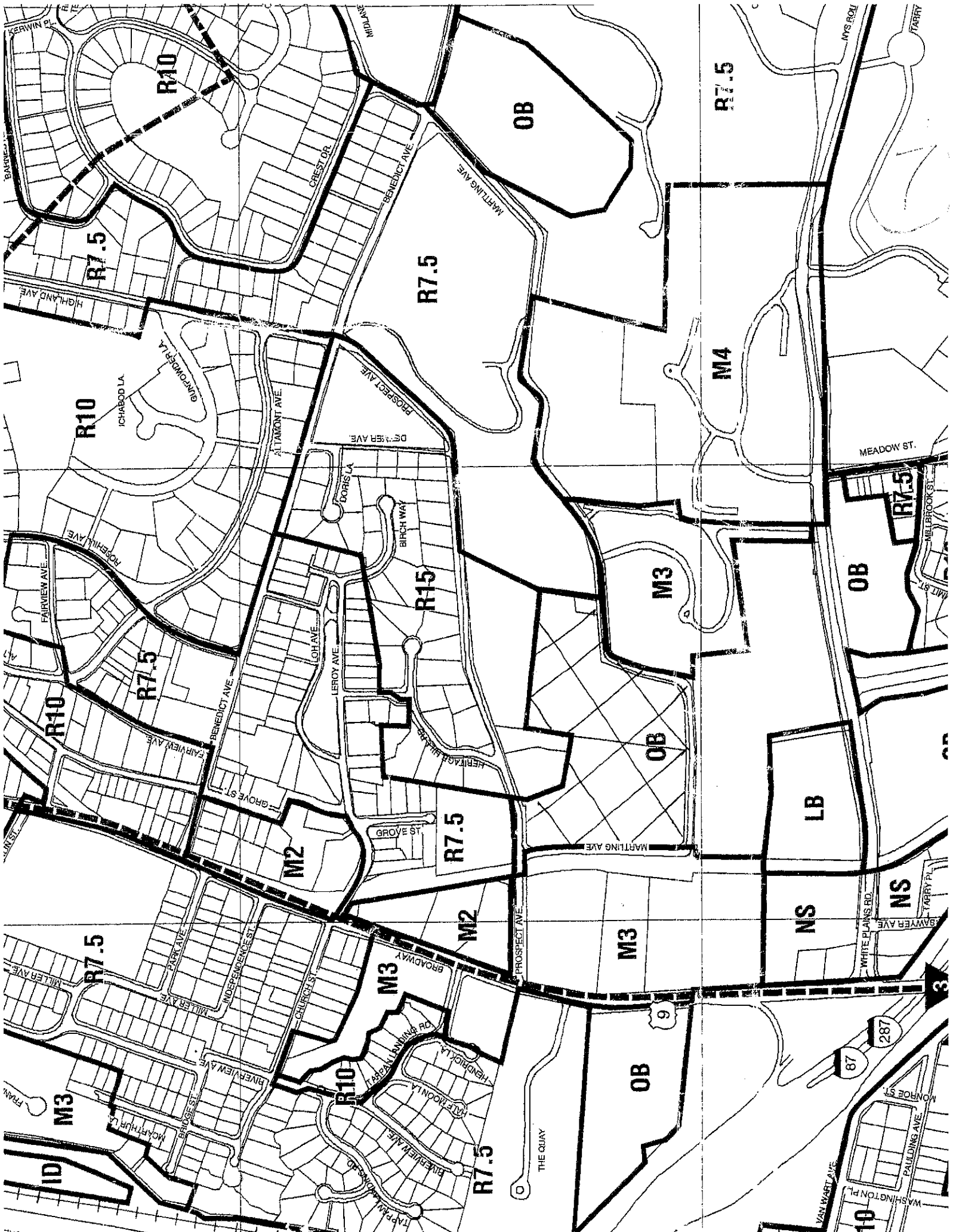
Name of Street	Side	Location
MAIN STREET, WEST	ALL	WITHIN THE CIRCLE AT THE WESTERN END OF THE STREET

← 12" →



18'





- (e) Other accessory structures, such as toolhouses, a child's playhouse, swimming or wading pools, outdoor fireplaces or drying yards, not to be located in any front yard or to be nearer to any side or rear lot line than the distance specified by the yard requirements, provided that they shall not exceed 1% of the lot area in ground coverage.
- (3) Accessory uses permitted for multifamily dwellings.
  - (a) The keeping of not more than one dog or cat above the age of six months as a household pet.
  - (b) Accessory garages.
- (4) Additional provisions.
  - (a) In M-2, M-1.5 and M-1 Districts, a barbershop, beauty shop or newsstand is permitted in an apartment building, provided that access is from the lobby only.
  - (b) In all M Districts, any accessory garage outside the principal building shall be attached to the principal structure; and if recreation facilities are provided on the roofs, they shall have flat roofs and safety fences to provide terraces for outdoor recreation.
- C. Uses requiring compatible use permits.
  - (1) A public, sectarian or private elementary or secondary school, college, university, theological or trade or industrial school with or without assembly and residence halls with customary incidental facilities, whether or not operated for gain or profit. (See § 305-128.)
  - (2) Institutional housing. (See § 305-127.)
  - (3) Nursing homes, provided that said use is located on a lot which is at least 120,000 square feet in size, that there is at least 750 square feet of lot area per bed, and that each bedroom contains at least 100 square feet of floor area per bed.
- D. Minimum lot area: 5,000 square feet.

## ARTICLE VII Commercial Zones

### § 305-34. Office Building OB Zone.

In the Office Building OB Zone, all uses shall be subject to site plan approval by the Planning Board. All permitted buildings, structures and paved areas shall be at least 100 feet from the right-of-way of any public street or any residential zoning district. All permitted buildings, structures and paved areas shall be set back 50 feet from any nonresidential zoning district and from other property boundaries. No wall of any building shall exceed 40% in height of the distance between it and its closest point to any street or property line.

## A. Permitted principal uses.

- (1) Churches, synagogues, parish houses or buildings for Sunday school or for religious education.
- (2) Municipal uses.
- (3) Private or cooperative limited-membership community centers, recreation centers or clubhouses.
- (4) Executive business, sales, accounting and general offices and research laboratories, subject to the following conditions:
  - (a) Except as related to permitted accessory uses, there shall be no display or sale of goods at retail.
  - (b) No machinery or equipment shall be installed and no labor engaged for manufacturing purposes except as provided under accessory uses, and all mechanical and other apparatus and manual services employed in such use shall be devoted to scientific research, experimentation and development.
  - (c) Except as related to permitted accessory uses, there shall be no commercial manufacture on the premises of articles for sale, except with respect to small quantities of test, experimental or trial products, models or prototypes which may be produced in accordance with the provisions of this chapter related to accessory uses and except prototype items which may be called for specifically in development contracts undertaken for government or commercial agencies where such development contracts call for the delivery of such prototypes to confirm or exhibit the development work conducted.
  - (d) No offensive noises, gases, fumes, odors, vibrations or radio, electric or electronic emanations shall emanate from such use and no waste products shall be discharged therefrom of a character to create a nuisance.
  - (e) No radioactive materials shall be kept or used on the premises except experimental quantities, the keeping and use of which shall be licensed by and shall conform to all applicable governmental regulations.
- (5) Training schools for the training of management, sales, research, financial or other executive office personnel and for the performance of historical, economic and other research not of a biological or technological character.
- (6) Telephone exchanges.
- (7) Conferences centers. No conference center will be permitted within the OB Zone unless a compatible use permit is obtained from the Village of Tarrytown Board of Trustees. A "conference center" for the purposes of this section shall mean a hotel, motel or inn which provides meeting rooms, recreation facilities and/or dining facilities which may be open to the general public for catering activities. Furthermore, any compatible use permit for a conference center will have the following conditions: [Added 11-2-2009 by L.L. No. 9-2009]

- (a) At least 60% of the meeting space shall be dedicated as "single purpose conference space" to be used exclusively for meetings, retreats and conferences. This space is not to be used for ancillary food and beverage functions of a social or public nature;
- (b) At least 60% of the total revenue from guest rooms, meeting space, food and beverage, conference technology (audio and video) and conference services shall be derived from corporate conferences, retreats, association and other group activities;
- (c) The average conference group shall be 75 or less participants;
- (d) The conference center shall offer and actively promote package plans which includes conference rooms, guest rooms, three meals, continuous refreshment services, conference services and conference technology;
- (e) The conference center shall have dedicated conference rooms which are separate from the living (guest room), dining and leisure areas, and said conference rooms shall contain unobstructed interior views;
- (f) The conference center shall have at least one dedicated conference room which contains a minimum of 1,000 square feet and three additional dedicated conference rooms which do not have movable walls;
- (g) The conference center shall have a staffed business services desk and shall host upper-level management meetings and educational and training seminars;
- (h) All guest rooms shall be separate from the conference and leisure areas;
- (i) The conference center shall maintain central refreshment break stations separate from traditional dining rooms and/or restaurants for all conference attendees and these are to be located in fixed general access areas for multiple/different conference events;
- (j) The conference center shall maintain at least 1,000 square feet of natural features per guest room. Natural features shall include but shall not be limited to landscaping, gardens, lawns, trees, shrubbery, plantings and/or such items of a natural quality. These areas should be readily accessible for guests of the conference center.

B. Accessory uses.

(1) Permitted accessory uses.

- (a) The raising of ornamental and food crops for use only by occupants of such property.
- (b) Noncommercial greenhouses for personal use only, on any lot in excess of 6,000 square feet in the rear yard only, provided that they do not exceed 2% of the lot area in ground coverage.

- (c) The keeping of dogs and cats as household pets, provided that the total number of such pets shall not exceed five animals over the age of six months.
- (d) The keeping of not more than two boarders or lodgers by a resident family or person.
- (e) Customary incidental home occupations conducted solely by persons residing on the premises.
- (f) Professional offices or studios of artists, architects, dentists, doctors or engineers residing on the premises.
- (g) Accessory private garage space.
- (h) Organized child-care facilities, including but not limited to nursery schools and day-care centers, designed and licensed by the State of New York to conduct the care and feeding of children of preschool and elementary school age, subject to site plan approval by the Planning Board.
- (i) Swimming pools. (See § 305-54.)
- (j) Tents, trailers, boats, recreation vehicles and mobile homes. (See § 305-55.)
- (k) Solar heating devices. (See § 305-56.)
- (l) Wind-energy devices. (See § 305-57.)
- (m) Tennis courts. (See § 305-58.)
- (n) Other accessory structures, such as toolhouses, a child's playhouse, wading pools, outdoor fireplaces or drying yards, not to be located in any front yard or to be nearer to any side or rear lot line than the distance specified by the yard requirements, provided that they shall not exceed 1% of the total lot area in ground coverage.
- (o) Within the principal structure, restaurants, barbershops, beauty parlors, newsstands, vehicle parking and private garage space, as further regulated herein, for the use of executives, employees, visitors and invitees to the principal structure or use. Parking shall be permitted in the basement levels and in the lower two levels or stories of any permitted principal use. All such parking shall be completely indoors and substantially enclosed other than for ventilation purposes, and no unenclosed parking shall be permitted on rooftops.
- (p) Overnight lodging for visitors. Where lodging is provided, not more than two persons shall be accommodated in any bedroom.

- (q) Recreation facilities for the exclusive use of employees and their families, provided that all facilities are at least 200 feet from any property line.
- (r) Parking lots and garage spaces for executives, employees and visitors and invitees thereto, provided that none shall be closer than 50 feet to any street or property line.
- (s) In-service training schools for employees.
- (t) On lots of 10 or more acres having thereon three or more principal buildings, a central heating and power plant accessory to the principal use and service of all structures on the premises, provided that the chimney thereof shall be of such height and design as may be certified by a qualified engineer as in accord with accepted engineering practices.
- (u) Maintenance and utility shops and storage facilities incidental to the principal use.
- (v) Assembly halls for meetings incidental to the business of the principal use or for civic meetings, provided that no rental charge is made therefor, and provided further that at the time of such use for any meeting there shall be available parking space for all persons in attendance at any such meeting.
- (w) Accessory single-family dwellings, provided that each such dwelling shall be situated on a clearly defined portion of the principal lot shown on the site plan and shall have an area of not less than 10,000 square feet and shall front on an access driveway having a width of not less than 20 feet which shall provide access to a public street, and provided further that the space between any two such dwellings shall be not less than 40 feet at any point and that no accessory profession or home occupation shall be permitted therein, and provided further that at least two off-street parking spaces or parking bays shall be provided convenient to each such dwelling and that no parking of any vehicles on any access drive shall be permitted at any time unless such drive has a width of 30 feet, and then only on one side thereof.
- (x) On lots of 10 or more acres under a single use, residential facilities for training purposes.
- (y) Restaurants and cafeterias for supplying meals only to employees and guests of the principal use.
- (2) Additional provisions.
  - (a) All accessory uses shall be at least 150 feet away from any street or property line, except as noted elsewhere in this section.
  - (b) The total gross square feet of floor area allowed for any and all purposes shall not exceed that area arrived at by multiplying the percentage of building coverage by the lot area and multiplying the results by the permitted number of stories. This shall be known as the "gross floor area." The sole exception shall be for parking within the structure, which shall be unlimited except as

set forth in the provisions of this chapter. The maximum coverage of all buildings, structures and paved areas shall be 45% of the buildable site area. Buildable site area shall be determined by subtracting from the total lot area 50% of the area of the wetlands and steep slopes (25% or greater) on the site. The maximum total coverage of all buildings and structures shall be 12% of the buildable site area, as defined above. Building coverage may be increased up to 17%, at a ratio of an additional 1% of building coverage for each additional 5% of parking enclosed in garages exceeding the minimum of 20% as shown below:

Percentage of Parking Enclosed	Permitted Building Coverage
20%	12%
25%	13%
30%	14%
35%	15%
40%	16%
45%	17%

- (c) In connection with the principal use of any lot for a research laboratory, the operation of what are customarily known as "pilot experimental facilities" for processing or assembling units or products resulting from research, experimental and developmental work on one premises of such laboratory or for the assembly of other related units or tools incidental thereto shall be permitted, provided that:

- [1] The processing or assembling thereof requires the participation primarily of the technical staff of such laboratory.
- [2] Such assembled or processed experimental units shall consist only of small quantities of test or trial products, models or prototypes of newly developed or redesigned products for the purposes of testing the characteristics and qualities of such products and/or their consumer acceptance or of determining the technical feasibility of using the product design or assembly process on a full-scale repetitive production basis.
- [3] Such pilot assembly or processing facilities shall not occupy an area greater than 10% of the total area of the lot.

C. Uses requiring compatible use permits.

- (1) A public, sectarian or private elementary or secondary school, college, university, theological or trade or industrial school with or without assembly and residence halls with customary incidental facilities, whether or not operated for gain or profit. (See § 305-128.)
- (2) Institutional housing. (See § 305-127.)

D. Minimum lot area: 435,600 square feet.

**§ 305-35. Mixed Use MU Zone.**

The following requirements, standards and conditions apply to the Mixed Use MU Zone:

A. Permitted principal uses.

- (1) Municipal uses.
- (2) Private or cooperative limited-membership community centers, recreation centers or clubhouses.
- (3) Executive business sales, accounting and general offices and research laboratories, provided that:
  - (a) They shall be subject to site plan approval by the Planning Board and the concurrence of the Board of Trustees as set forth in Article XVI.
  - (b) There shall be no display or sale of goods at retail except as related to permitted accessory uses.
  - (c) Machinery or equipment shall be installed and labor engaged for manufacturing purposes only as provided under permitted accessory uses. All mechanical and other apparatus and manual services employed in such use shall be devoted to scientific research, experimentation and development.
  - (d) Commercial manufacture on the premises of articles for sale shall only be permitted as follows:
    - [1] Small quantities of test, experimental or trial products, models or prototypes may be produced in accordance with the provisions of this chapter related to accessory uses.
    - [2] Prototype items which are called for specifically in development contracts undertaken for government or commercial agencies to confirm or exhibit the development work conducted may be produced.
    - [3] No offensive noises, gases, fumes, odors, vibrations or radio, electric or electronic emanations shall emanate from such use.
    - [4] No waste products of a character which would create a nuisance shall be discharged from the site.
    - [5] Only experimental quantities of radioactive materials shall be kept or used on the premises, the keeping and use of which shall be licensed by and shall conform to all applicable governmental regulations.
    - [6] The treatment of animals or the business of embalming and interring or cremating the dead is prohibited.
- (4) Multifamily residential facilities.

- (5) Television and radio stations, commercial athletic recreation facilities, clubs, fraternal societies, banks and motion-picture theaters.
  - (6) Restaurants.
- B. Permitted accessory uses. The following accessory uses are permitted, provided that they shall be in the principal buildings only, except that parking and utilities serving the principal uses may be housed in separate accessory buildings. All accessory uses may serve the public at large.
- (1) Restaurants, barbershops, beauty parlors and newsstands.
  - (2) Overnight lodgings. Where provided, not more than two persons shall be accommodated in any bedroom.
  - (3) Recreation facilities.
  - (4) Garage space.
  - (5) Maintenance and utility shops and storage facilities incidental to the principal use.
  - (6) Parking lots.
  - (7) Assembly halls for meetings incidental to the business of the principal use or for civic meetings, provided that:
    - (a) No rental charge is made.
    - (b) At the time of such use for any meeting, there shall be parking spaces available for all persons in attendance.
  - (8) Restaurants and cafeterias.
  - (9) Research laboratories and pilot experimental facilities for processing or assembling units or products resulting from research, experimental and developmental work on one premises of such laboratory and for the assembly of other related units, equipment or tools incidental thereto, provided that:
    - (a) The processing or assembling requires the participation primarily of the technical staff of such laboratory.
    - (b) Such assembled or processed experimental units shall consist only of small quantities of test or trial products, models or prototypes of newly developed or redesigned products for the following purposes:
      - [1] Testing the characteristics and qualities of such products and/or their consumer acceptance.
      - [2] Determining the technical feasibility of using the product design or assembly process on a full-scale repetitive production basis.
    - (c) Such pilot assembly or processing facilities shall not occupy an area greater than 10% of the total area of the lot.

- C. Uses requiring compatible use permits. All uses in the MU District require a compatible use permit. (See § 305-129.)
- D. Additional provisions.
- (1) The provisions of this district shall be applicable to such parcels as may be so designated by the Board of Trustees on the Official Zoning Map of the Village and in addition that:
    - (a) Were zoned OB on the Official Zoning Map of the Village on June 1, 1979.
    - (b) Are at least 50 acres in total size, all such acres being contiguous and sited entirely in the Village.
    - (c) Have no less than 20% of their perimeter fronting on a state highway and no less than 20% of their perimeter bordering on the New York State Thruway.
  - (2) No buildings, structures or impervious materials of any sort shall be placed within or upon or within 75 feet of areas designated as wetlands by Village and other governmental regulations.

**§ 305-36. Limited Business LB Zone.**

The following requirements, standards and conditions apply to the Limited Business LB Zone:

- A. Permitted principal uses.
- (1) One-family detached dwellings.
  - (2) Churches, synagogues, parish houses or buildings for Sunday school or for religious education.
  - (3) Municipal uses.
  - (4) Private or cooperative limited-membership community centers, recreation centers or clubhouses.
  - (5) Two-family dwellings.
- B. Permitted accessory uses.
- (1) Restaurants, classrooms, assembly halls and shops with necessary equipment and facilities for use in connection with and accessory to technical training centers.
- C. Uses requiring compatible use permits.
- (1) A public, sectarian or private elementary or secondary school, college, university, theological or trade or industrial school with or without assembly and residence halls with customary incidental facilities, whether or not operated for gain or profit. (See § 305-128.)
  - (2) Institutional housing. (See § 305-127.)



**SIMPLE, AFFORDABLE  
ONLINE TOOLS TO MANAGE  
YOUR FACILITIES.**



## **Executive Summary Village of Tarrytown, NY**

**FacilityDude** provides online software for facility maintenance, energy management, and business operations. Our applications provide the tools necessary to manage work orders, preventive maintenance scheduling, utility & energy analysis, inventory control and more. FacilityDude delivers solutions that are scalable to meet the needs of any size organization, and backs them up with a high level of personalized client service and support. Everyone at FacilityDude is dedicated to helping organizations increase efficiency, improve services, and reduce costs.

---

### **CHALLENGES IN LOCAL GOVERNMENT – Trying to do more with less**

- **Transparency:** Access to all of your records in one place
- **Accountability:** Solve communication issues before they start
- **Proactive vs. Reactive:** Schedule and manage recurring maintenance tasks
- **Performance Measures:** Accurately report on completed work and operating expenses

---

### **OUR APPROACH – Help you serve your community with efficient, sustainable buildings**

- **Organize:** Compile daily work requests and routine maintenance schedules in a centralized location to improve efficiency, saving up to 30 minutes on every work order
- **Communicate:** Easily collect and share pertinent information, creating a more collaborative work environment
- **Perform:** Streamline work flow process to provide a high level of service and ensure no issues are overlooked, extending the life of your buildings and equipment up to 35%
- **Report:** Demonstrate performance to justify staff and resources needed to complete work, and have the necessary data to make well-informed decisions

---

### **INDUSTRY KNOWLEDGE – 8,000+ clients in local government, healthcare, clubs, and education**

- **International City/County Management Association (ICMA)** Executive Level Strategic Partner
- **National Association of Counties (NACo)** Green Government Initiative Partner
- **Southern Westchester County Clients:** Village of Irvington, Town of Greenburgh, Village of Dobbs Ferry, Village of Mamaroneck

---

### **THE DUDE DIFFERENCE – A unique approach to superior client care**

- **98% Customer Satisfaction Ratings:** We believe in creating long-term relationships
- **Unlimited Support and Training:** Ongoing technical support via phone, email, or live chat
- **FacilityDude University:** Annual education, training, and development conference for our clients



**SIMPLE, AFFORDABLE  
ONLINE TOOLS TO MANAGE  
YOUR FACILITIES.**

# **FACILITY DUDE®**

---

**WEB-BASED SOFTWARE** – Our solutions offer significant advantages over installed desktop software models

- **Unlimited Users:** Role-based system allows different amounts of access to different users
- **24/7 Accessibility:** Access anytime through your computer or mobile phone
- **Instant Updates:** No software to install, maintain, or back-up

---

**TESTIMONIALS** – What our clients say about our services

- **York County, VA:** “The combined savings of the lower software maintenance fees and not having to dedicate a server, amount to an annual savings of nearly \$20,000.” *Joe Ssler, PE, Chief Engineer*
- **Town of Apex, NC:** Reduced their reactionary work by 60% over the course of five years by implementing a preventative maintenance plan through MaintenanceEdge – “We use FacilityDude as a quality assurance measure to know we’re serving our customers well.” *Marty Mitchell, Facility & Fleet Services Director*
- **Warren County, VA:** “It’s so easy to implement MaintenanceEdge and the return on investment is major.” *Doug Stanley, County Administrator*
- **Caddo Parrish, LA:** “The support staff is phenomenal! When I call or email, I get a response within thirty minutes.” *Miche’al Holdsworth, Administrative Clerk*

---

**FINANCIAL INVESTMENT** – Save up to 80% on your total cost of ownership compared to other CMMStools

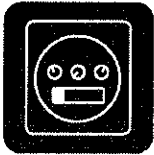
- **Affordable:** Low annual fee with no licensing limitations
- **Quick and easy implementation:** Install time is days or weeks, not months or years
- **Return on Investment:** Most of our clients see a return on investment within the first few months, often up to 10x ROI

## **Village of Tarrytown, NY**

(Price quote based on number of utility meters)

*Through our partnership with Johnson Controls and the Southern Westchester Energy Action Consortium (SWEAC), your village is able to take advantage of our Local Government Program, which allows you to use the UtilityTrac Plus tool at no cost for the first year, and at a subsidized annual renewal rate.*

**UtilityTrac Plus Quick Start & First Year Investment - \$0**  
**Annual Renewal for the Second and Subsequent Years - \$1,065**



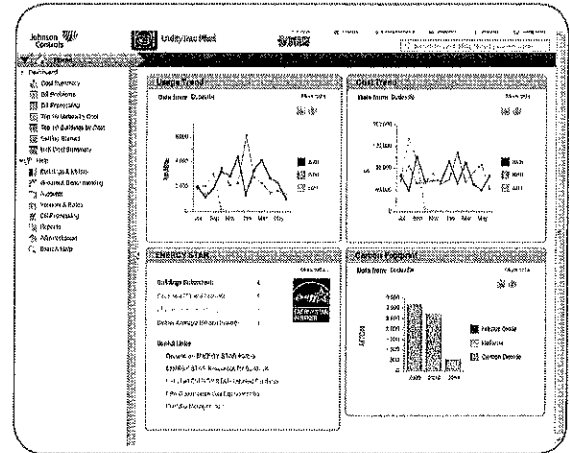
## UtilityTrac Plus™

### ONLINE UTILITY TRACKING, ANALYSIS AND REPORTING

UtilityTrac Plus is an affordable application that enables building owners to track, analyze, and report on utility consumption and cost — an essential step in energy management.

## FEATURES

- Tracks and monitors bills for electric, fuel oil, propane, water, natural gas, sewer, trash/waste, telephone and more
- Tracks any utility information, along with billing periods, total consumption, demand (for electric) and cost
- Provides very intuitive and quick access to data
- Presents analysis of utility use and billing data in multiple formats
- Fast and easy manual bill entry as well as ability to import bill data
- Audits provide notification of bill anomalies
- Over 200 available reports
- Allows export of data to multiple formats, including MS Excel
- Benchmarks buildings against each other to identify potential trouble spots
- Includes powerful search functionality for finding bill data quickly and easily
- Unlimited users with definable access and permission levels
- Automated interface with the Energy STAR™ system
- Provision for deregulated accounts with multiple vendors
- Configurable dashboard as the home page
- Weather normalization using degree day statistical techniques
- Software as a service via cloud technology
- Online help videos and documentation



The UtilityTrac Plus home page is customizable and delivers valuable utility information upon log in.

## BENEFITS

- Identify billing errors
- Identify building control problems, inefficient facilities and spot leaks
- Determine what projects require attention first
- Make wise energy purchasing decisions
- Easily apply for ENERGY STAR Certification
- Track Greenhouse Gas emissions
- Measure and verify the success of conservation projects
- Build awareness and motivate occupants to conserve
- Access to your utility data anytime, anywhere from any computer with just a web browser
- Track impact of projects to energy use over time
- Simple – no software to install, maintain or upgrade
- Innovative – receive software updates instantly
- Affordable – low annual fee with no user licensing limitations
- Reliable – maintained in a 24x7 secure data center, ensuring maximum system uptime
- Easy to learn – unlimited training and support
- Backed by an award-winning client success support team
- Ongoing product evolution by experts in facility and energy management software

Fast and easy bill entry for any utility while also quickly and easily identifying utility usage and cost problems.



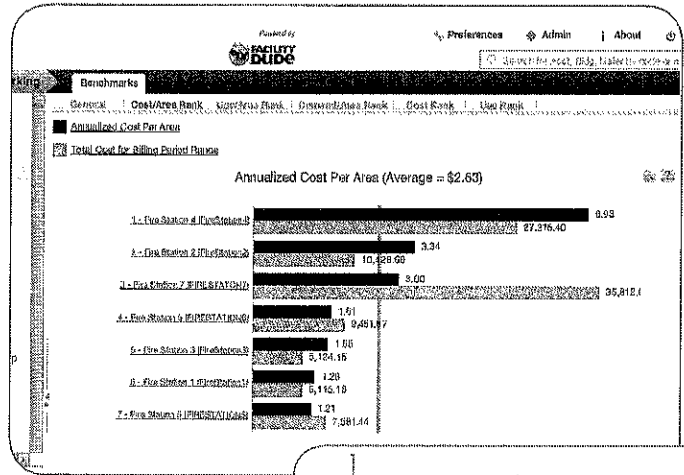


UtilityTrac Plus™

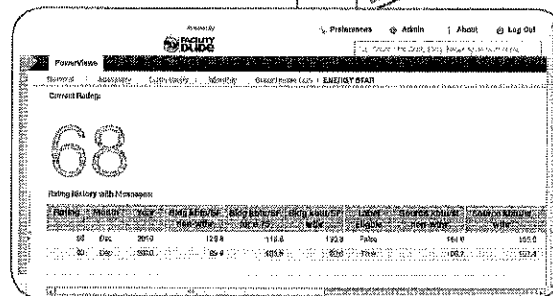
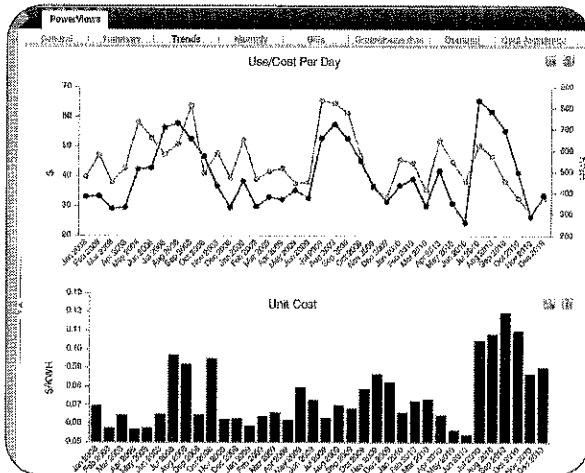
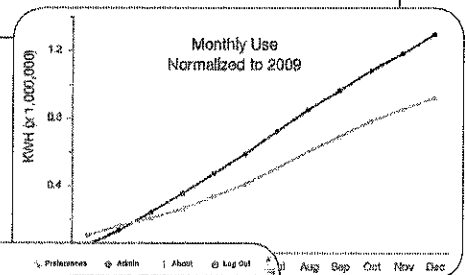
VBAWF

Egg dujw zlt psuti spvhi ln pvoubjot lpglvujrzt lebulupá

- Identify incorrect bills – misread meters, wrong ! sbuf t-lcijnjohlf sspst
- Find faulty meters – wrong multiplier, old/! inefficient meters
- Find faulty equipment – open dampers, free ! svoojohlvjot
- Shop for better rates – better match rate to use ! boelef n boe
- Shop for better purchasing options – shop ! x ju lbdvbsuf li jt upsjdntub
- Find leaks – water leak = high humidity = high air conditioning = high cost
- Identify bad occupant habits – educate with data
- Prioritize projects – what will give best ROI
- Show success – report on your conservation initiatives
- Use normalized data for more accurate comparisons



Gfyjcrhlsf qpsjoh!  
bmx t lzpvlupslf wif x !  
x f bu fsljn qbdut-l  
dnp qbsf lcvjrajohlvbhf !  
boeli jt upsjdntub u lcz!  
ebz-lqmt ln vdi ln psf /



Fbt jzrlpcubjo!boelusbdl !FOFSHZITUBS!sbujot!  
gpslzpvs!cvjrajohlt/

DPTU0CF0GJUB0BNZTJT

- Save at least 5% of your annual utility expenditures
- A 30% reduction in energy use can yield the equivalent of a 5% increase in Net Operating Income (NOI) and overall asset value

- Average subscription payback in 1-month or less
- Reduce your total cost of ownership by up to 70% compared uplef tl upq!t pgx bsf ltzt u n t

Ask me for  
a live demd



**FACILITY  
DUDE**

11000 Regency Parkway, # 200  
Cary, North Carolina 27518  
info@facilitydude.com  
or call: 1-866-455-DUDE (3833)  
www.facilitydude.com



UTP Datasheet: 7.26.12



# ***Government***

*Serve Your Community With Efficient, Sustainable Buildings*



*Simple, affordable online tools to manage your facilities.*

## We Can Help You Increase Efficiency, Improve Service & Reduce Costs

- ☒ **Organize**  
Compile daily work requests and routine maintenance schedules in a centralized location to improve efficiency and create a more collaborative work environment.
- ☒ **Communicate**  
Improve interactions to optimize daily work flow procedures and increase productivity, accountability and transparency.
- ☒ **Perform**  
Streamline work flow process so that thorough information is collected, work can be completed efficiently, and no issues are overlooked.
- ☒ **Report**  
Demonstrate performance to justify staff, budgets and resources needed to complete work and provide a high level of service, as well as have necessary data to make well-informed decisions.

Government clients of all types and sizes come to FacilityDude with a simple goal: to become more efficient. If they can improve efficiency, then they can increase productivity. If they can increase productivity, they can easily demonstrate the performance of their teams and justify the staff, budgets, and resources needed to complete work and provide a high level of service.

Our suite of online tools gives you the data necessary to make well-informed decisions. Improved interactions and streamlined work flow mean that requests don't fall through cracks. All your information will be centralized. That extra level of transparency will help you solve communication issues before they even start!

### THE NUMBERS DON'T LIE

80%

Save up to 80% on your total cost of ownership compared to other CMMS.

35%

Extend the life of your building and equipment up to 35%.

98%

98% Customer Satisfaction. We love our customers and it shows.

30min

Save up to 30 minutes on every work order. That adds up big.

*FacilityDude has brought a user-friendly, web-based tool to our department that has made such a positive difference in how we do our work. It is easy to use, easy to track and supports all the functions our department needs.*

— David Oxendale, Contracts Technician — City of Cocoa, FL (Population: 16,538)

# The Dude Makes it Easy

FacilityDude believes in making facility management simpler and more cost effective without sacrificing power and flexibility. Don't worry - you're in good hands with the Dude.

*Access all your records in one place*

*Create automated & custom reports*

*Unlimited training & support*

*Instant updates*

*24/7 accessibility*

*Unlimited users*



Manage your facility with centralized requests, automated maintenance workflow, and simple reporting, to protect your assets, reduce operating expenses and liability exposure.

## MaintenanceEDGE



Work Order™



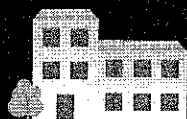
Planned Maintenance™



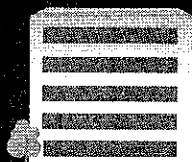
Work Order Wireless™

**FACILITYDUDE SOLUTIONS**

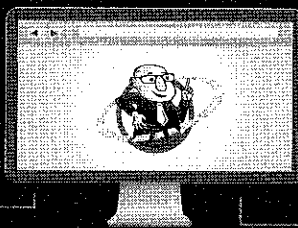
On-Demand Access  
Any Web Browser



Police Station



Court House



Parks & Recreation



Town Hall



Library



Cultural Center

**INVENTORY**

**ENERGY**



Simplify inventory management with better record keeping and automated reporting.

## InventoryEDGE



Inventory™



Inventory Wireless™

## UtilityTRAC



UtilityTrac Plus™

Use accurate data and reports about your utility consumption to identify trends and track conservation efforts, track costs, organize bills, and move forward with green and LEED initiatives.




ENERGY  
STAR  
PARTNER

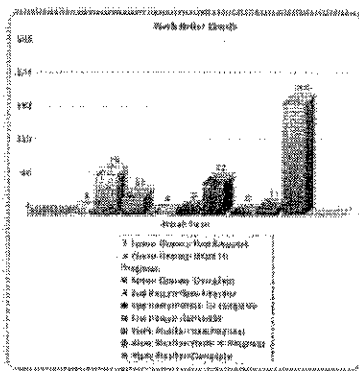
LEARN MORE [www.facilitydude.com](http://www.facilitydude.com)




# EXPERIENCE THE BENEFITS

## MaintenanceEdge




### Administration



-  Capture the total impact of facilities department with management dashboards to increase transparency and accountability






-  Reduce operating expenses and achieve capital budget savings
-  Better calculate staff and budget needs with detailed reports
-  Manage users and access; unlimited users allowed with a variety of permission levels and definable access

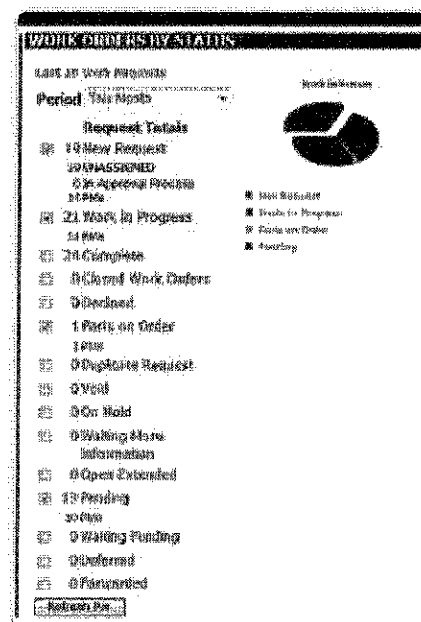
### Facilities Department

-  Streamline the work order process to be more efficient and improve customer service with automatic notifications
-  Create a more collaborative work environment by centralizing work requests and work order information
-  Demonstrate performance with simple reporting on a variety of items: costs, labor hours, work order by status and more

-  Track all asset information in a searchable system with easy data retrieval
-  Take a proactive approach to maintenance to extend asset life and avoid critical failures




### Work Requestor

-  Improved service, communication and response time from facilities department
-  Work requests can be submitted quickly and easily from anywhere via the Internet
-  Stay informed of work order status through automatic updates






## UtilityTrac Plus


### Administration

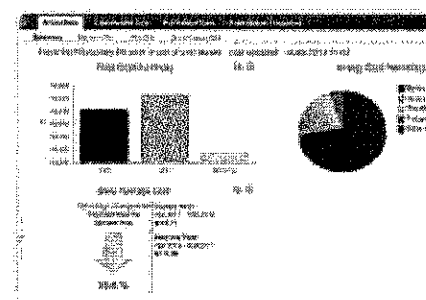
-  Save at least 5% of annual utility expenses by identifying inefficient facilities and billing errors
-  Better understand utility consumption to reduce operating expenses, increase building efficiency and create a more sustainable facility
-  Track and verify the success of conservation efforts with detailed reports

### Sustainability Department

-  Reduce costs by identifying errors, building control problems, inefficient facilities and spot leaks
-  Historical energy data is tracked and searchable all in one place to easily analyze trends
-  Save time through automatic interface with ENERGY STAR system and easily apply for certification

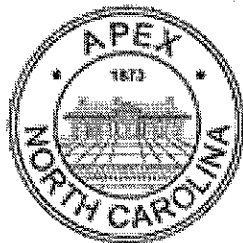
### Building Occupant

-  Generate energy consumption awareness among other building occupants and motivate them to conserve



### **CHALLENGE:**

*Streamline operations to improve departmental efficiency.*



Population: 38,022

*The main thing FacilityDude helps us with is better managing our work flow. We have a weekly work order report which is automatically generated and emailed to me and my two technicians. This enables us to double check that nothing is falling through the cracks. It reminds the technicians of things that they need to do or go back to. FacilityDude is our quality assurance measure so we know we're serving our customers well.*

— Marty Mitchell, Facility and Fleet Services Director | Town of Apex, NC

### **CHALLENGE:**

*Make work order management more efficient and paperless; be able to accurately report on work.*



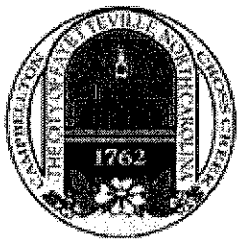
Population: 65,655

*Everything is much more efficient because requestors enter work orders online and we don't waste all that paper on our tickets. We can easily submit our annual report on the work we've done. Before FacilityDude, we guessed at how many work orders we did, and we estimated 2,500 a year. After a year of using FacilityDude, we found out we were doing over 5,000 work orders a year! We were grossly under reporting on how much work we did; we are much more accurate now.*

— Doug Wood, Facilities Director | City of Saint Charles, MO

### **CHALLENGE:**

*Using spreadsheets to track utility consumption was cumbersome, with no way to easily benchmark or examine trends.*



Population: 200,564

*UtilityTrac Plus has been a significant help in our ability to identify and investigate anomalies in our utility use and cost. In the past year, we have saved \$67,000 by finding metering and billing problems, improper rate assignments and problematic usage patterns. Also, as we complete EECCB projects, we use UtilityTrac Plus to monitor the success and measure and verify the energy savings. I'm very satisfied with UtilityTrac Plus as it's been a very useful tool for us.*

— Les Hewlett, Energy Efficiency & Sustainability Engineer | City of Fayetteville, NC

## Why Web-Based Software?



Unlimited Users



24/7 Accessibility



Instant Updates

*Easy to implement and use; you can manage your assets, communicate, and collaborate from anywhere.*

## Web-Based Solutions Just Make Sense

On-demand solutions offer significant advantages over installed desktop software models. As in-house resources become stretched and strained, the advantage of the web is like a lifeboat in the storm. Ownership costs are reduced, while install time is days or weeks — not months or years. And these user-friendly applications save IT resources long-term. Our products cover maintenance, energy and inventory:

### KEY BENEFITS

**Cost-Effective** — reduce cost of ownership 80% and increase productivity 15% or more

**Maintenance-Free** — no software to install, maintain or back up

**Innovative** — receive software updates instantly online at no cost

**Affordable** — low annual fee for on-demand applications with no licensing limitations

**Reliable** — maintained in a 24x7 secure data center, ensuring maximum system uptime

**Simple** — quick and easy to implement

**Easy to Learn** — unlimited training and customer support

### MaintenanceEDGE



Work Order™



Planned Maintenance™



Work Order Wireless™

### UtilityTRAC



UtilityTrac Plus™

### InventoryEDGE



Inventory™



Inventory Wireless™

FacilityDude is a proud Executive Level Strategic Partner of ICMA



FacilityDude is a proud partner of NACo's Green Government Initiative



11000 Regency Parkway, Suite 200, Cary, NC 27518  
info@facilitydude.com  
or call: 1-866-455-DUDE (3833)

LEARN MORE [www.facilitydude.com](http://www.facilitydude.com)



# UtilityTrac PLUS

## FACILITY DUDE®

6/10/2013

Michael Blau  
Village of Tarrytown  
One Depot Plaza  
Tarrytown, NY 10591

Dear Michael,

Thank you for your interest in UtilityTrac Plus, a simple, affordable online tool that enables facilities across the country to track, analyze and report on utility consumption. FacilityDude is dedicated to providing you with online tools that will help you save money, increase efficiency and improve services. Through our partnership with Johnson Controls we look forward to providing you with new, innovative ways to conserve resources, reduce operating costs and go green.

Pricing for UtilityTrac Plus is based on the total number of meters:

**Estimated Meters\*: 36**

*\*Totals added above those documented will be charged accordingly.*

	Frequency	Total
UtilityTrac Plus Quick Start & First Year Annual Investment	now – August 31 <sup>st</sup> , 2014	Waived = \$0
Annual Renewal	Starting September 1 <sup>st</sup> , 2014	\$1,065.00
<b>*Subscription includes unlimited users, training and support*</b>		

In return for taking part in the Johnson Controls program you agree to:

1. Work with FacilityDude to get your organizational information and 24 months of billing history populated in your account within the first 120 days of signing this agreement.
2. Allow FacilityDude to provide Johnson Controls:
  - a. Use of your data for presenting new, innovative ways to achieve optimal building performance, occupant comfort, sustainable results and energy savings ideas that are specific to your operations.
  - b. Use of your data for anonymous use in their research.

## UtilityTrac Plus Import Services

UtilityTrac Plus includes account set up and data imports. This service is comprised of two main components.

1. **Account Set Up** – In your initial training FacilityDude will work with you to setup your UtilityTrac account with your building, vendor, account, and meter information. The following basic information is what is needed at set up:
  - Building name
  - Building square footage
  - Service address
  - Building primary use
  - Vendor name
  - Account number
  - Meter number
  - Commodity type
  - Unit of measure
2. **Historical Data Import** - FacilityDude will populate your account with 24 months of historical data. You will need to provide 24 months of utility information (**electric, water/sewer, and natural gas**) to FacilityDude in Excel format, within 45 days of signing the agreement. The data required in the billing history should include: account number, meter number, start date, end date, usage by meter, and cost by meter. This can be provided in a few different ways:
  - **Data from utility companies** - You can request 2 years of historical summary data from the utility companies (please note summary data is needed, not billing data). Be sure to request summary data not billing data. Upon receiving that information we will import that data into your account. Please note that not all utility companies can provide this data and when it is available it may take a few months to receive.
  - **Data in spreadsheets** -If you have been tracking your utilities in spreadsheets, we will accept those for importing. Please remember that not all Excel spreadsheets are created equal; if you have your data in an Excel Spreadsheet, we will need to review your layout to determine if it is in a format that will allow us to import the data. If we are unable to use your data to provide an import, please use one of the other methods listed.
  - **Copies of bills** - If the first two options are not available we will accept hard copies of bills for the 24 month history at an additional charge of \$1.30 per bill. Please note that this option takes longer to process.

Please provide FacilityDude with a main contact, should any questions about the account set up arise.

## General Conditions

- Proposal has been prepared for Village of Tarrytown.
- Proposal is valid for 30 days.
- Agreement is effective per the date listed on page one.
- Initial term: year to year.
- Automatic invoicing of annual fee will occur at the end of each term unless request for non-renewal is received in writing 30 days prior to renewal date.
- Payment: Terms are net 30 days.
- Applicable sales taxes are in addition to the quoted price.
- Subscription begins upon written acceptance of terms and conditions of the proposal.
- All required data is to be provided by you prior to setup.
- Technical support is available from 8am to 6pm Eastern Standard Time at 877-655-3833 or [support@facilitydude.com](mailto:support@facilitydude.com).
- A quote will be provided for any assistance outside the scope of this proposal.
- Although the terms of this document control, all other conditions of use can be found at <http://facilitydude.com/privacy-terms-of-use/>.

The undersigned accepts the above detail and agrees to the terms herein.

SUBMITTED BY:

Jimmy Forbes

*Representative Name*

6/10/2013

*Date*

ACCEPTED BY:

*Customer Signature*

*Date*

*Print Name*

*Position*

Please address the purchase order to:

FacilityDude.com

11000 Regency Parkway, Suite 200

Cary, NC 27518

\*\*\* Please mail the original and fax or email a copy of the signed proposal and purchase order to 919-674-8515 or [sales@facilitydude.com](mailto:sales@facilitydude.com).

In partnership with:

