

**VILLAGE OF TARRYTOWN
BOARD OF TRUSTEES
WORK SESSION 6:00 P.M.
WEDNESDAY, OCTOBER 16, 2013
Tarrytown Village Hall
One Depot Plaza, Tarrytown, New York**

Board of Trustees Concerns

Open Session

1. RiverWalk Extension
2. Bicycle Sharing Program
3. Request for Waiver of Building Permit Fee
4. Request for McKeel Parking Permits – Warner Library
5. Parking – Franklin Street
6. Parking – Church Street/MacArthur Lane
7. Request for Fence – Consolidated Engine
8. Fire Department Service Awards Program
9. Fire Department Membership (per Trustee Basher)
10. Day Camp Contract with Westchester County

Executive Session

- 1A. Tappan Zee Constructors

VILLAGE OF TARRYTOWN

INTERNAL MEMORANDUM

To: Mayor Fixell and the Board of Trustees

From: Michael Blau, Village Administrator

Date: September 16, 2013

Subject: RIVERWALK EXTENSION

As you may recall, the Village has received a grant from the Department of State to extend the RiverWalk from the Green Street South Parking Lot along the riverfront to the kayak launch at the southwest corner of Losee Park. Based upon the additional debt that would be incurred by the Village for this project, the Board of Trustees made the decision not to authorize the contract with the Department of State and in essence return the grant monies. I notified the Department of State of the intent of the Village and thereafter the Department of State requested a conference call to discuss the determination of the Board of Trustees. The Department of State understands the concerns of the Board but would like to see the Village move forward with this project. Based thereon, the Department of State has suggested that the Village authorize the contract and divide the project into Design and Construction. In this manner, the Village could actually see, after going through the design process, what the cost of the RiverWalk extension would be and then you could determine whether you want to pursue the construction of the project. I would issue an RFP for the RiverWalk extension so as to make that component of the project as competitive as possible. In addition, the Village could use my time and the time of all staff members involved in the design concept as a match of Village dollars to the Department of State dollars. The grant is a three-year grant so we have time for the Board to make a determination as to construction. I would like to discuss with the Board how you would like to proceed with this matter, and I am placing this on the upcoming work session agenda for discussion.



TOWN of GREENBURGH

OFFICE OF THE SUPERVISOR

177 Hillside Avenue Greenburgh, New York 10607
(914) 993-1540 Office (914) 993-1541 Fax (914) 478-1219 Home
Web Site - www.greenburghny.com
E-Mail - pfeiner@greenburghny.com

PAUL J. FEINER
Supervisor

September 30, 2013

RECEIVED

OCT - 3 2013

TARRYTOWN VILLAGE
ADMINISTRATOR

Dear Board of Trustees: Hastings, Dobbs Ferry, Irvington, Tarrytown:

This past weekend I attended a terrific event in Irvington, "Discover Irvington." The village did an amazing job promoting tourism in the village.

I continue to believe that a bicycle sharing program similar to the program in NYC would be a big success. Enclosed is an e-mail I sent to nycbicycleshare.com - the organization promoting bicycle sharing in NYC, and a response I received from them. I think it would be great if the bicycle sharing program would expand into the villages. If your Village Board likes the idea, I hope you will also reach out to NYC bicycle shares.

I think that a bicycle sharing program can help local businesses and also boost property values. The more young people who are introduced to the river villages - the better our chances of succeeding in encouraging more people from out of the area to want to purchase homes in our communities.

Sincerely,

Paul J. Feiner
Town Supervisor

PJF:ca
Encl

From: Dani Simons [mailto:danisimons@nycbicycleshare.com]

Sent: Monday, September 30, 2013 8:25 AM

To: Paul Feiner

Subject: Re: would NYCBICYCLES_SHARES consider expanding to the river villages in Westchester

Dear Mr. Feiner,

Thanks for writing, we are delighted to hear that you are interested in expanding bike sharing to Westchester. Right now we are operating under a contract from the City of New York and focused on making bike share here in NYC a success. We'd be happy to speak with you and your fellow administrators more about what it would take to create a successful bike sharing system along the riverfront towns in Westchester. But to be perfectly honest, it might be a rather slow process, since there would need to be adequate funding to start the program, and projected ridership would need to be determined to understand if the program's operations could be self-sustaining based on membership fees alone.

The City of New York began with doing a needs assessment which you can read here: http://www.nyc.gov/html/dcp/pdf/transportation/bike_share_complete.pdf

While yours might not need to be as comprehensive, a study like this would be a great place to start.

Best,

Dani

On Sat, Sep 28, 2013 at 8:45 PM, Paul Feiner <pfeiner@greenburghny.com> wrote:

My name is Paul Feiner. I'm the Greenburgh Town Supervisor. This past weekend I attended a "Discover Irvington, NY" event on Main Street in Irvington. The village is trying to encourage tourism and was promoting the charming, quaint downtown (just seconds from the Irvington train station), the historic buildings, beautiful parks, terrific restaurants and shops.

I think that one way to successfully encourage even more tourism would be to expand the NYC Bicycle Shares program to the river villages in Westchester. My suggestion: You should consider placing bicycles/bike racks at the Hastings on Hudson, Dobbs Ferry, Irvington and Tarrytown train stations. People could take the train to one of the stations and spend the day enjoying a magnificent bike ride along the Hudson River. Each of the villages has amazing restaurants, shops and attractions that tourists would love. The Old Croton Aqueduct is a beautiful trail that cyclists and pedestrians enjoy every day.

If you would be interested in discussing this initiative, please contact me. I am sharing this e mail with the Village Boards of the River Villages.

Thanks for your consideration.

PAUL FEINER

Greenburgh Town Supervisor

914 993 1545 or 438 1343

Kathy Deufemia

From: Mike Blau
Sent: Friday, October 04, 2013 3:20 PM
To: Kathy Deufemia
Subject: FW: McKeel Parking Permits

To be included with her request on the Work Session agenda

From: Maureen Petry [<mailto:mpetry@wlsmail.org>]
Sent: Friday, October 04, 2013 3:28 PM
To: Mike Blau
Subject: Re: McKeel Parking Permits

Hi Mike-

The Board feels this should be presented to the staff as a requirement of their work the same as reporting to work on time. The only staff exempted will be those with a valid handicap sticker or plate. By this point we all know each others cars and I would have to follow up and remind people to park at McKeel or else be written up.

I don't know any other way to handle it. Open to suggestions if you have them.

Thanks,

Maureen

On Fri, Oct 4, 2013 at 3:06 PM, Mike Blau <MBlau@tarrytowngov.com> wrote:

Maureen – I will be placing this matter on an upcoming Work Session. I will need to explain to the Board of Trustees how you intend to make sure that your staff, both full time and part time, will be required to use the McKeel Avenue lot and how will it be enforced.

From: Maureen Petry [<mailto:mpetry@wlsmail.org>]
Sent: Friday, September 20, 2013 4:38 PM
To: Mike Blau; Jim Hart
Cc: mary McGee (external)
Subject: McKeel Parking Permits

Dear Mike and Jim-

The Warner Library Board of Trustees voted last night (September 19, 2013) to formally ask the Village of Tarrytown for parking permits that would allow Warner Library Employees to park in the McKeel Parking Lot.

This request comes as a result of the community survey conducted as part of creating our five year strategic plan. When asked what patrons would most like to see improved about the library, more parking spaces was the number one request by a wide margin.

While we anticipate no more than 6-9 cars would ever be parked in the McKeel lot at one time, we are requesting 25 permits. Because of the nature of scheduling staff for day, evening and weekend library hours, we have a number of employees who only work a few hours a week but will need permits.

Thank you for your assistance.

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Maureen Petry
Director
Warner Library
121 North Broadway
Tarrytown, NY 10591
914/631-7671
mpetry@wlsmail.org
www.warnerlibrary.org

--

Maureen Petry
Director
Warner Library
121 North Broadway
Tarrytown, NY 10591
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mpetry@wlsmail.org
www.warnerlibrary.org

Kathy Deufemia

From: Mike Blau
Sent: Thursday, October 03, 2013 4:04 PM
To: Kathy Deufemia
Subject: FW: Parking-Franklin Street
Attachments: FRANKLIN ST.pdf

Work Session

From: Chief Scott Brown [<mailto:sbrown@tarrytowngov.com>]
Sent: Wednesday, September 25, 2013 12:18 PM
To: Mike Blau
Subject: Parking-Franklin Street

Michael,

I was approached by TVAC requesting assistance with a parking problem on Franklin Street. Vehicles parking in the northern-most space adjacent to the driveway to the Resident Lot create a hardship for the ambulance when exiting the garage and when returning and backing into the bay. We attempted to address the issue last year by painting the curb yellow. This is unenforceable and proved ineffective. Attached is legislation necessary to create a posted NO PARKING space. I realize parking is limited but in the interest of public safety I would endorse this request.

Please bring this matter to the attention of the Mayor and Board for their consideration.

Thank you.

Scott W Brown
Chief
Tarrytown PD

TARRYTOWN POLICE DEPARTMENT
OFFICE MEMORANDUM

DATE: September 24, 2013
FROM: William G. Herguth, Lt. *WGH*
TO: Chief Brown
SUBJECT: Code Change: Parking- Franklin Street

Per your request the following wording may be used for legislation to amend the Village Code to allow for changes that will create a restriction in this area that will provide better maneuverability for TVAC vehicles.

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

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

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

Name of Street	Side	Location
FRANKLIN STREET	WEST	FROM A POINT 250 FEET NORTH OF WHITE STREET FOR A DISTANCE OF 30 FEET

Kathy Deufemia

From: Mike Blau
Sent: Thursday, October 03, 2013 4:02 PM
To: Kathy Deufemia
Subject: FW: Parking-Church Street/MacArthur Lane
Attachments: CHURCH ST.pdf

For next Work Session

From: Chief Scott Brown [<mailto:sbrown@tarrytowngov.com>]
Sent: Wednesday, September 25, 2013 12:50 PM
To: Mike Blau
Subject: Parking-Church Street/MacArthur Lane

Michael,

A resident of MacArthur Lane has contacted me in reference to a parking problem on Church Street. On the north side of Church Street at the intersection with MacArthur Lane tenants from area multi-family dwellings are parking in the unrestricted area opposite vehicles which are legally parked on the south side of Church Street. This causes the roadway to become impassable for emergency vehicles and creates a hazard for pedestrians. Deputy Fire Chief Logan is aware of this issue and agrees that in the interest of public safety corrective actions must be taken. I have inspected the location, observed the problem and concur.

Attached is the legislation I feel necessary to address this matter.

Please bring this to the attention of the Mayor and Board for their consideration.

Thank you.

Scott W Brown
Chief
Tarrytown PD

TARRYTOWN POLICE DEPARTMENT
OFFICE MEMORANDUM

DATE: September 23, 2013
FROM: William G. Herguth, Lt. *Verd*
TO: Chief Brown
SUBJECT: Code Change: Parking- 1 - Church Street
2 - MacArthur Lane

Per your request the following wording may be used for legislation to amend the Village Code to allow for changes that will create a restriction in these areas.

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

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

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

Name of Street	Side	Location
CHURCH STREET	NORTH	FROM MACARTHUR LANE FOR 100 FEET IN AN EASTERLY DIRECTION
MACARTHUR LANE	EAST	FROM CHURCH STREET FOR 27 FEET IN A NORTHERLY DIRECTION

Consolidated Engine Co. No. 1, Inc.

org. April 20, 1925
(Irving Hose Co., No. 3—Jackson Engine Co., No. 1)
org. June 11, 1881 org. Sept. 18, 1881

Meets First Thursday
of Each Month

Tarrytown, N.Y., September 17, .. 20¹³...

RECEIVED

SEP 20 2013

**TARRYTOWN VILLAGE
ADMINISTRATOR**

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

Dear Mr. Blau:

Consolidated Engine would like to install a fence on the Meadow Street side of firehouse property. Given that this is village property, we request Board approval to proceed with permit process.

We are attaching a diagram of firehouse property. Please note that this is not drawn to scale. The proposed location of the fence is indicated by the dotted line.

We look forward to hearing of Board approval. Of course, please let us know if you require any additional information.

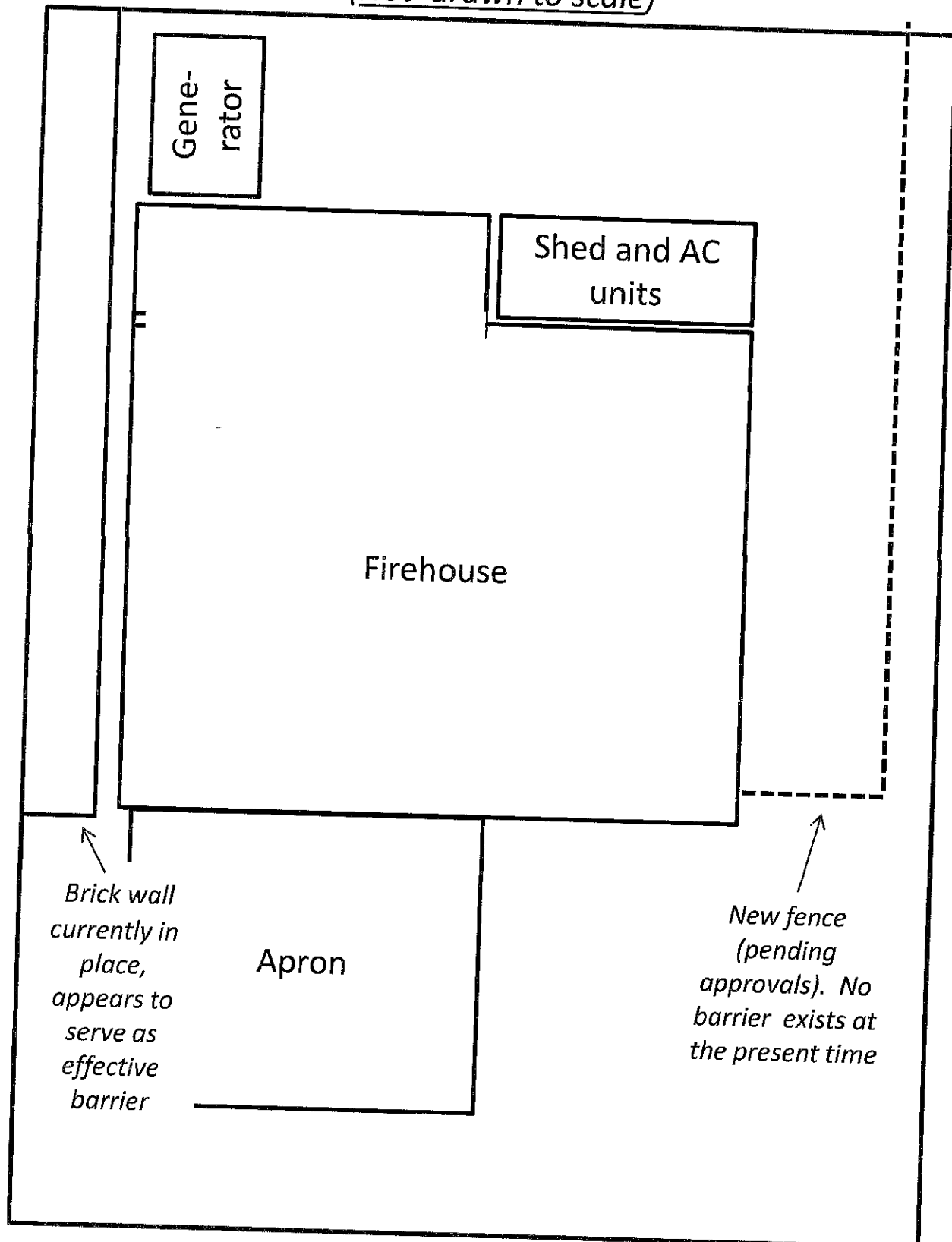
Thank you for your help in this matter.

Sincerely,



Steven Mustacchi
Secretary
Consolidated Engine Company No. 1
Tarrytown Fire Department

Consolidated Engine - firehouse diagram for
proposed new fence
(*Not drawn to scale*)



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

TO: Mayor Fixell and the Board of Trustees
FROM: Michael Blau, Village Administrator
RE: Fire Department Service Awards Program
DATE: October 7, 2013

The Village Attorney informed me that the Board of Trustees, at your Work Session of October 2, requested information regarding the following two questions and that the information was to be provided at the next Work Session.

1. Did the Referendum state that non-residents could participate in the program?
2. Did the Village allow non-residents to join the Fire Department when LOSAP was adopted?

1. I have reviewed the proposition approved by referendum in March of 2003 as well as the resolution adopted by the Board of Trustees on February 3, 2003 which served as the basis for the program.

The resolution adopted by the Board of Trustees on February 3, 2003 states in Section 2:

Section 2. The type of program shall be a Defined Benefit Plan as described in Section 219 of Article 11-A. All active volunteer firefighters who are at least 18 years old and who are active members of the Village of Tarrytown Volunteer Fire Department, in accordance with such Department's by-laws, shall be eligible to become Service Award Program participants. Unless they waive participation, an eligible person age 18 or older, shall become a participant on December 31 of the first calendar year after calendar year 2002 during which he or she earns a year of Service Award Program service credit.

The specific language of the referendum refers to "Tarrytown Volunteer Fire Department active volunteer firefighters". Neither document distinguishes between resident and non-resident and only refers to active firefighters. Based thereon, it is my conclusion that regardless of the residency of the firefighter, should the firefighter meet the point requirements for qualifying for the Service Award Program, the firefighter may participate in the Service Award Program.

2. I have reviewed the Fire Department Constitution and By-Laws with a date of May 16, 2000. Article 1., Membership, Section 1. states:

To be eligible for membership in the Tarrytown Fire Department a candidate must be a minimum of eighteen (18) years of age, a resident of Tarrytown or a fire district protected by the Village of Tarrytown for at least thirty (30) days.

Article 1., Section 6 addresses "Out-of-Town" status within the department and states:

To apply for Out-of-Town status, a member: 1) must be a member of the fire department for one (1) year, and (2) work in the village or fire district and be available to respond to alarms during working hours, or (3) live in the villages of Sleepy Hollow, Irvington or Elmsford.

Based upon the foregoing, it is my conclusion that non-residents were permitted to be members of the Fire Department prior to the approval of the Service Awards Program.

Kathy Deufemia

From: Mike Blau
Sent: Tuesday, October 08, 2013 4:46 PM
To: Kathy Deufemia
Subject: FW: V. of Tarrytown Day Camp Contract
Attachments: DOC.PDF

Work Session. Also add "Fire Department Membership (per Trustee Basher).

-----Original Message-----

From: Cabaleiro, Mary Kate [<mailto:mkd3@westchestergov.com>]
Sent: Tuesday, October 08, 2013 2:37 PM
To: Joe Arduino; Mike Blau
Subject: FW: V. of Tarrytown Day Camp Contract

Hi - attached please find the contract between Westchester County and the Village of Tarrytown for the day camp which operated over the summer.

Please sign, notarize and return with the necessary insurance papers. If you have any questions please let me know.
Thank you.

Mary Kate Cabaleiro
Westchester County Youth Bureau
112 E. Post Road, 3rd floor
White Plains, NY 10601
(914) 995-2753 (p)
(914) 995-3871 (f)
<http://youth.westchestergov.com/>

INTERMUNICIPAL AGREEMENT

THIS AGREEMENT, made the day of , 2013 by and between

THE COUNTY OF WESTCHESTER, a municipal corporation of the State of New York, having an office and place of business in the Michaelian Office Building, 148 Martine Avenue, White Plains, New York 10601, (hereinafter referred to as the "County"),

and

THE VILLAGE OF TARRYTOWN, a municipal corporation of the State of New York, having an office and place of business at One Depot Plaza, Tarrytown, New York 10591, (hereinafter referred to as the "Village" or the "Municipality").

WHEREAS, the County desires that the Village provide the Tarrytown/Sleepy Hollow Summer Day Camp on behalf of the County; and

WHEREAS, the Village desires to provide the Tarrytown/Sleepy Hollow Summer Day Camp on behalf of the County.

NOW, THEREFORE, in consideration of the promises and the covenants and agreements herein contained, the parties hereto agree as follows:

FIRST: The County shall pay to the Village an amount not to exceed Forty Two Thousand Six Hundred (\$42,600) Dollars, which the Village shall use to provide the Tarrytown/Sleepy Hollow Summer Day Camp for youth aged 3 through 12 years, as more particularly described in Schedule "A" which is attached hereto and made a part hereof, payable upon full contract execution and approval of the same by the Office of the Westchester County Attorney.

Except as otherwise expressly stated in this Agreement, no payment shall be made by the County to the Village for out of pocket expenses or disbursements made in connection with the services rendered or the work to be performed hereunder.

The Village shall provide the County with a report to be submitted within thirty (30) days of the expiration of this Agreement which shall set forth in detail the services performed under the Agreement, the activities, progress and accomplishments under the Agreement, the amount of funds expended for each task performed and the extent and manner in which the goals, objectives and standards established

for the Agreement have been met by the Town. The above report shall be certified by an officer or director of the Town.

The County shall have the right, at its option and at its sole cost and expense, to audit such books and records of the Village as are reasonably pertinent to this Agreement to substantiate the basis for payment. The County may withhold payment of funds hereunder for cause found in the course of an audit or because of failure of the Village to cooperate with an audit. The County shall, in addition, have the right to audit such books and records subsequent to payment, if such audit is commenced within one (1) year following termination of this Agreement, and to perform random audits during the term of this Agreement. In the event an audit performed by the County reflects overpayment by the County or that monies were not fully expended or that monies were improperly expended, then the Village shall reimburse to the County the cost of such audit (if the audit was done by the County or on the County's behalf) and the amount of such overpayment, underpayment or improper payment, within thirty (30) days of notice from the County.

The Village further agrees to permit designated employees or agents of the County reasonable on-site inspection of the work being performed by the Consultant under this Agreement, its books, accounts, financial audits and records and agrees to keep records necessary to disclose fully the receipt and disposition of funds received under this agreement. Unless the County shall, in writing, advise the Village to the contrary, the Village shall retain all financial records related to this Agreement for a period of ten years after the expiration or termination of this Agreement.

In no event shall final payment be made to the Village prior to completion of all services, the submission of reports and the approval of same by the County Executive or his duly authorized designee.

SECOND: The Village agrees:

(i) that except for the amount, if any, of damage contributed to, caused by or resulting from the negligence of the County, the Village shall indemnify and hold harmless the County, its officers, employees and agents from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorney's fees or loss arising directly or indirectly out of this Agreement; and

(ii) to provide defense for and defend, at its sole expense, any and all claims, demands or causes of action directly or indirectly arising out of this Agreement and to bear all other costs and expenses related thereto.

THIRD: The term of this Agreement will commence July 1, 2013 and terminate August 9, 2013, unless terminated earlier as provided herein.

FOURTH: (a) The County reserves the right to cancel this Agreement on Thirty (30) days prior written notice to the Village when it deems it to be in its best interests to do so. In such event, the Village shall be compensated and the County shall be liable only for payment for services already rendered under this Agreement prior to the effective date of termination.

In the event of a dispute as to the value of the services rendered by the Village prior to the date of termination, it is understood and agreed that the County shall determine the value of such services rendered by the Town. Such reasonable and good faith determination shall be accepted by the Village as final.

(b) In the event the County determines that there has been a material breach by the Village of any of the terms of the Agreement and such breach remains uncured for ten (10) days after service on the Village of written notice thereof, the County, in addition to any other right or remedy it might have, may terminate this Agreement and the County shall have the right, power and authority to complete the services provided for in this Agreement, or contract for their completion, and any additional expense or cost of such completion shall be charged to and paid by the Town. Notice hereunder shall be effective on the date of receipt.

FIFTH: The Agreement shall not be enforceable unless signed by the parties and approved by the Office of the County Attorney.

SIXTH: All notices given pursuant to this agreement shall be in writing and effective on mailing. All notices shall be sent by registered or certified mail, return receipt requested and mailed to the following addresses:

Executive Director -- Youth Bureau
112 E. Post Road, 3rd floor

White Plains, New York 10601

With a copy to:

Hon. Kenneth W. Jenkins, Chairman
Westchester County Board of Legislators
Michaelian Office Building
148 Martine Avenue, 8th Floor
White Plains, NY 10601

with a copy to:

County Attorney
Michaelian Office Building, Room 600
148 Martine Avenue
White Plains, New York 10601

to the Town:

Village Administrator
Village of Tarrytown
One Depot Plaza
Tarrytown, New York 10591

or to such other addresses as may be specified by the parties hereto in writing.

SEVENTH: This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and shall supersede all previous negotiations, comments and writings. It shall not be released, discharged, changed or modified except by an instrument in writing signed by a duly authorized representative of each of the parties.

EIGHTH: This Agreement is entered into solely between, and may be enforced only by, the County and the Village and shall not be deemed to create any rights in third parties, or to create any obligations of a party to any such third parties.

NINTH: The Village shall not delegate any duties or assign any of its rights under this Agreement without the prior express written consent of the County. The Village shall not subcontract any part of the Work without the written consent of the County, subject to any necessary legal approvals. Any purported delegation of duties, assignment of rights or subcontracting of Work under this Agreement without the prior express written consent of the County is void. All subcontracts that have received such prior written consent shall provide that subcontractors are subject to all terms and conditions set forth in this Agreement. It is recognized and understood by the Village that for the purposes of this Agreement, all Work performed by a County-approved subcontractor shall be deemed

Work performed by the Village and the Village shall insure that such subcontracted work is subject to the material terms and conditions of this Agreement. All subcontracts for the Work shall expressly reference the subcontractor's duty to comply with the material terms and conditions of this Agreement and shall attach a copy of the County's contract with the Town. The Village shall obtain a written acknowledgement from the owner and/or chief executive of subcontractor or his/her duly authorized representative that the subcontractor has received a copy of the County's contract, read it and is familiar with the material terms and conditions thereof. The Village shall include provisions in its subcontracts designed to ensure that the Village and/or its auditor has the right to examine all relevant books, records, documents or electronic data of the subcontractor necessary to review the subcontractor's compliance with the material terms and conditions of this Agreement.

EIGHTH: The Village agrees to procure and maintain insurance naming the County as additional insured, as provided and described in Schedule "C," entitled "Standard Insurance Provisions", which is attached hereto and made a part hereof. In addition to, and not in limitation of the insurance provisions contained in Schedule "C," the Village agrees:

(a) that except for the amount, if any, of damage contributed to, caused by, or resulting from the negligence of the County, the Village shall indemnify and hold harmless the County, its officers, employees and agents from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorney's fees or loss arising directly or indirectly out of the performance or failure to perform hereunder by the Village or third parties under the direction or control of the Village; and

(b) to provide defense for and defend, at its sole expense, any and all claims, demands or causes of action directly or indirectly arising out of this Agreement and to bear all other costs and expenses related thereto.

[NO FURTHER TEXT ON THIS PAGE].

IN WITNESS WHEREOF, the County and the Village have caused this Agreement to be executed:

COUNTY OF WESTCHESTER

By: _____
Kevin Plunkett
Acting County Executive

THE VILLAGE OF TARRYTOWN

By: _____
(Name and Title)

Approved by the Westchester County Board of Legislators of the County of Westchester by Act No. - 141-2013

Approved by the Westchester County Board of Acquisition & Contract at a meeting duly held on the 22nd day of August, 2013

Approved as to form and manner of execution:

Assistant County Attorney
The County of Westchester

MUNICIPAL ACKNOWLEDGMENT
(Municipal Corporation)

STATE OF NEW YORK)
)
COUNTY OF WESTCHESTER) ss.:

On this _____ day of _____, 2013, before me personally came
_____ to me known, and known to me to be the
_____ of _____, the corporation described in
and which executed the within instrument, who being by me duly sworn did depose and say that he/she,
the said _____ resides at _____ and
that he/she is _____ and
of said corporation and knows the corporate seal of the said corporation; that the seal affixed to the
within instrument is such corporate seal and that it was so affixed by order of the Board of Directors of
said corporation, and that he/she signed his name thereto by like order.

Notary Public

CERTIFICATE OF AUTHORITY
(Municipality)

I, _____, certify that I am the
(Officer other than officer signing contract)

_____ of the _____
(Title) (Name of Municipality)

(the "Municipality") a corporation duly organized in good standing under the _____

(Law under which organized, e.g., the New York Village Law, Town Law, General Municipal Law)

named in the foregoing agreement that _____
(Person executing agreement)

who signed said agreement on behalf of the Municipality was, at the time of execution

_____ of the Municipality,
(Title of such person),

that said agreement was duly signed for on behalf of said Municipality by authority of its

_____ thereunto duly authorized,
(Town Board, Village Board, City Council)

and that such authority is in full force and effect at the date hereof.

(Signature)

STATE OF NEW YORK)

COUNTY OF WESTCHESTER)

ss.:

On this ___ day of _____, 2013, before me personally came _____
_____ whose signature appears above, to me known, and know to be the

_____ of _____
(Title)

the municipal corporation described in and which executed the above certificate, who being by me duly sworn did depose and say that he, the said _____
resides at _____, and that he/she is
the _____ of said municipal corporation.
(Title)

Notary Public County

WESTCHESTER COUNTY YOUTH BUREAU AGENCY - PROGRAM PROFILE

PROGRAM TITLE: Tarrytown/Sleepy Hollow Summer Camp

PROJECTED TOTAL PROGRAM ENROLLMENT 255	PROJECTED QUARTERLY ATTENDANCE
PROGRAM SUMMARY: The Recreation Department in the Village of Tarrytown Summer Day Camp will provide 6 weeks of summer time activities for 255 youth ages 5-13. Activities include arts and crafts, theatre and outdoor swimming along with other summer activities.	

PROGRAM SITES- Most significant (3 Maximum)					
Type	Address (Street, City, State, Zip)	Assembly District #	NYS Senate District #	Local Planning Board	City Council District
Center	238 W. Main Street Tarrytown, NY 10591	92	35		

Use whole numbers when entering information for Gender, Ethnicity, Age, Target Population, NOT percentages.

GENDER OF PROGRAM PARTICIPANTS (enter number of participants per gender)	# Male 120	# Female 135
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ETHNICITY (Enter number of participants per ethnic group)			
White 90	Black or African American 5	Two or more races 0	Hispanic or Latino 154
American Indian or Alaskan Native 0	Asian 6	Native Hawaiian or other Pacific Islander 0	

IS TARGET POPULATION SERVING DISCONNECTED YOUTH? (check no or yes)						No <input checked="" type="checkbox"/>	Yes <input type="checkbox"/>
Ages: (enter # of participants in population described)	0-6	7-9	10-13	14-17	18-20	21+	
If "Yes," indicate number of youth:		Youth aging out of foster care:			Children of incarcerated parents:		
Youth in the juvenile justice system who re-enter the community				Runaway and homeless youth			

PLEASE DESCRIBE, ON THE NEXT 2 PAGES, HOW THE PROGRAM FOR WHICH YOU ARE APPLYING FOR FUNDING, ADDRESSES EACH OF THE FOLLOWING 10 FEATURES OF POSITIVE YOUTH DEVELOPMENT SETTINGS:
(SCHOOL, HOME, AND COMMUNITY)

WESTCHESTER COUNTY YOUTH BUREAU INDIVIDUAL PROGRAM APPLICATION

PROGRAM SUMMARY – PROGRAM COMPONENTS

IN ORDER TO COMPLETE THIS SECTION, PLEASE REFER TO THE FUNDING PRIORITIES WHICH FOLLOW THIS SECTION.
YOU NEED TO OBTAIN THIS INFORMATION FROM THE FUNDING PRIORITIES SECTION (pgs 21-23) TO COMPLETE THIS SECTION.

Implementing Agency: Village of Tarrytown	Program Title: Tarrytown/Sleepy Hollow Summer Camp
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LIFE AREA 1: (enter code)	4CVC
OBJECTIVE 1: (enter code)	416
GOAL 1: (enter code)	41

OUTCOME:

255 youth enrolled in the summer camp will have constructive use of leisure time as measured by daily program log.

SOS 1: (enter code)	415
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Use whole numbers when entering information for: Gender, Ethnicity, Ages, Target Population areas, NOT percentages.

GENDER OF PROGRAM PARTICIPANTS: (enter number of participants per gender)	Male: 120	Female: 135
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ETHNICITY: (enter number of participants per ethnic group)			
White: 90	Black or African American: 5	Hispanic or Latino:	American Indian or Alaskan: 154
Asian: 6	Native Hawaiian or other Pacific Islander:	Two or More Races:	

AGES:	0-4:	5-9:	10-14:	15-17:	18-20:	21+:
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IS TARGET POPULATION SERVING DISCONNECTED YOUTH?	No: <input checked="" type="checkbox"/>	Yes: <input type="checkbox"/>
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IF "YES" enter number of participants in population described:	
Youth aging out of foster care:	Children of incarcerated parents:
Youth in the juvenile justice system who re-enter the community:	Runaway and homeless youth:

SCHEDULE B
WESTCHESTER COUNTY YOUTH BUREAU
PROGRAM BUDGET

Reimbursement Percentages: IIK - 35/65% YDDP/YI - 50/50% SDPP - 100%

K18 1367

For the Period of Operation: January 1, 2012 - December 31, 2014				Contract Number: "To Be Assigned"			
Agency Name: Village of Tarrytown				Program Title: Tarrytown/Sleepy Hollow Summer Camps			
1. PERSONNEL SERVICES			TOTAL SALARY ALLOCATED TO THIS PROGRAM				
Position/Title	Rate of Pay	Basis: (H,W,BW, SM)	Year 1 (2012)	Year 2 (2013)	Year 3 (2014)	Total Program Amount	Total WCYB Funds Requested
Camp Director	Salary			3,500			
Day Camp Site Director	17.50	H		2,000			
Tot Camp Site Director	17.50	H		2,000			
Day Camp Counselors	varies	H		23,340			
Tot Camp Counselors	varies	H		11,760			
TOTAL SALARIES AND WAGES:							
TOTAL FRINGE BENEFITS:							
TOTAL PERSONNEL SERVICES (1)			\$ -	\$ 42,600	\$ -	\$ -	
2. CONTRACT / CONSULTANT SERVICES AND STIPENDS							
Type of Service or Contractor (Consultant Title)	Contract Amount or Rate of Pay	Basis: (H,W, BW, SM)	Year 1 (2012)	Year 2 (2013)	Year 3 (2014)	Total Contract or Consultant and Stipends	Total WCYB Funds Requested
TOTAL CONTRACTED SERVICES AND STIPENDS (2)			\$ -	\$ -	\$ -	\$ -	\$ -
3. TOTAL MAINTENANCE & OPERATION							
Complete Attachment "E"			Year 1 (2012)	Year 2 (2013)	Year 3 (2014)	Total Maintenance and Operation	Total WCYB Funds Requested
TOTAL MAINTENANCE AND OPERATION (3)			\$ -	\$ -	\$ -		\$ -

TOTAL PROGRAM AMOUNT

\$ 42,600

TOTAL WCYB FUNDS REQUESTED

\$ 42,600

List Other Funding Sources

	\$ -	Reimbursable Total
	\$ -	Municipal Funding
	\$ -	Other Sources

ok 10/7/13

* Employees with varied or seasonal schedules must be identified as such and a clear explanation provided for the total number of hours paid with WCYB funds, the hourly rate of pay, and the total salary. *Each title must be EXACTLY the same as on the preceding attachment, **PERSONNEL-PAID STAFF-QUALIFICATIONS AND DUTIES - ATTACHMENT A)**

SCHEDULE "C"
STANDARD INSURANCE PROVISIONS
(Village)

1. Prior to commencing work, the Village shall obtain at its own cost and expense the required insurance from insurance companies licensed in the State of New York, carrying a Best's financial rating of A or better, and shall provide evidence of such insurance to the County of Westchester, as may be required and approved by the Director of Risk Management of the County. The policies or certificates thereof shall provide that thirty days prior to cancellation or material change in the policy, notices of same shall be given to the Director of Risk Management of the County of Westchester by registered mail, return receipt requested, for all of the following stated insurance policies. All notices shall name the Village and identify the Agreement.

If at any time any of the policies required herein shall be or become unsatisfactory to the County, as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to the County, the Village shall upon notice to that effect from the County, promptly obtain a new policy, submit the same to the Department of Risk Management of the County of Westchester for approval and submit a certificate thereof. Upon failure of the Village to furnish, deliver and maintain such insurance, the Agreement, at the election of the County, may be declared suspended, discontinued or terminated. Failure of the Village to take out, maintain, or the taking out or maintenance of any required insurance, shall not relieve the Village from any liability under the Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the contractual obligations of the Village concerning indemnification. All property losses shall be made payable to and adjusted with the County.

In the event that claims, for which the County may be liable, in excess of the insured amounts provided herein are filed by reason of Village's negligent acts or omissions under the Agreement or by virtue of the provisions of the labor law or other statute or any other reason, the amount of excess of such claims or any portion thereof, may be withheld from payment due or to become due the Lessee until such time as the Village shall furnish such additional security covering such claims in form satisfactory to the County of Westchester.

2. The Village shall provide proof of the following coverage (if additional coverage is required for a specific agreement, those requirements will be described in the "Special Conditions" of the contract specifications):

(a) Workers' Compensation. Certificate form C-105.2 or State Fund Insurance Company form U-26.3 is required for proof of compliance with the New York State Workers' Compensation Law. State Workers' Compensation Board form DB-120.1 is required for proof of compliance with the New York State Disability Benefits Law. Location of operation shall be "All locations in Westchester County, New York."

Where an applicant claims to not be required to carry either a Workers' Compensation Policy or Disability Benefits Policy, or both, the employer must complete NYS form CE-200, available to download at: <http://www.wcb.ny.gov/>

If the employer is self-insured for Worker's Compensation, he/she should present a certificate from the New York State Worker's Compensation Board evidencing that fact (Either SI-12, Certificate of Workers' Compensation Self-Insurance, or GSI-105.2, Certificate of Participation in Workers' Compensation Group Self-Insurance).

(b) Employer's Liability with minimum limit of \$100,000.

(c) Commercial General Liability Insurance with a minimum limit of liability per occurrence of \$1,000,000 for bodily injury and \$100,000 for property damage or a combined single limit of \$1,000,000 (c.s.1), naming the County of Westchester as an additional insured. This insurance shall include the following coverages:

- (i) Premises - Operations.
- (ii) Broad Form Contractual.
- (iii) Independent Contractor and Sub-Contractor
- (iv) Products and Completed Operations.

All Contracts involving the use of explosives and demolition shall provide the above coverage with elimination of the XCU exclusion from the policy, or proof that XCU is covered.

(d) Automobile Liability Insurance with a minimum limit of liability per occurrence of \$1,000,000 for bodily injury and a minimum limit of \$100,000 per occurrence for property damage or a combined single limit of \$1,000,000 unless otherwise indicated in the contract specifications. This insurance shall include for bodily injury and property damage the following coverages:

- (i) Owned automobiles.
- (ii) Hired automobiles.
- (iii) Non-owned automobiles.

3. All policies of the Village shall be endorsed to contain the following clauses:

(a) Insurers shall have no right to recovery or subrogation against the County of Westchester (including its employees and other agents and agencies), it being the intention of the parties that the insurance policies so effected shall protect both parties and be primary coverage for any and all losses covered by the above-described insurance.

(b) The clause "other insurance provisions" in a policy in which the County of Westchester is named as an insured, shall not apply to the County of Westchester.

(c) The insurance companies issuing the policy or policies shall have no recourse against the County of Westchester (including its agents and agencies as aforesaid) for payment of any premiums or for assessments under any form of policy.

(d) Any and all deductibles in the above described insurance policies shall be assumed by and be for the account of, and at the sole risk of, the Village.