

**VILLAGE OF TARRYTOWN
BOARD OF TRUSTEES
WORK SESSION 6:00 P.M.
WEDNESDAY, DECEMBER 11, 2013
Tarrytown Village Hall
One Depot Plaza, Tarrytown, New York**

Board of Trustees Concerns

Open Session

1. Prisoner Transportation Agreement with Westchester County
2. Extension of Old Croton Aqueduct Trail at Greystone
3. Vacation Parking Permits
4. Local Waterfront Revitalization Program
5. Westchester County Fire Mutual Aid Plan
6. Fire Department Membership Changes
7. Recreation Programming with Sleepy Hollow
8. Climate Smart Community Strategy
9. Street and Sidewalk Opening Permits
10. Bus Stop – South Broadway

Executive Session

- 1A. PBA Negotiations



Robert P. Astorino
County Executive

Department of Correction

Kevin M. Cheverko
Commissioner

RECEIVED

JUL 30 2013

TARRYTOWN VILLAGE
ADMINISTRATOR

July 29, 2013

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

Dear Mr. Blau,

Please find enclosed an original agreement between the Department of Correction and the Village of Tarrytown to provide prisoner transportation between the Village of Tarrytown and the Westchester County Jail for the term commencing January 1, 2013 and terminating December 31, 2014. Please remember to include a Certificate of Insurance (general liability and auto liability) naming Westchester County as additional insured. If you are self insured, please provide a Self Insured Employers Workers' Compensation Form (SI12) which certifies that compensation has been secured.

After filling out and signing all pertinent sections and returning the original copy to this office, a fully executed copy will be returned to you.

If you have any questions or comments, please do not hesitate to me at (914) 231-1336.

Sincerely,

William P. Fallon
Assistant Director of Administrative Services

WPF/ms
Encl.

PRISONER TRANSPORTATION--ZONE RATE

THIS AGREEMENT, made this _____ 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 municipality of the State of New York having its office and place of business at One Depot Plaza, Tarrytown, New York 10591

(hereinafter referred to as the "Municipality")

WHEREAS, pursuant to Sections 500-c and 500-d of the Corrections law prisoners are required to be transported from local municipalities to the Westchester County Jail in Valhalla, New York; and

WHEREAS, the County and the Municipality agree to cooperate in providing such prisoner transportation.

NOW, THEREFORE, in consideration of the terms and conditions herein contained, the County and the Municipality agree as follows:

1. **PRISONER TRANSPORTATION**: Except for prisoners arrested by the Westchester County Department of Public Safety, the Municipality shall provide round trip prisoner transportation using its own police department personnel and vehicles between the Municipality and the Westchester County Department of Correction for all prisoners remanded to the Westchester County Jail by court order or required to appear before the local

court within the Municipality. The County will reimburse the Municipality for the actual number of round trips. All municipalities, where possible, shall hold prisoners for one daily trip to the Department of Correction.

2. **REIMBURSEMENT**: The Municipality shall be reimbursed by the County for prisoner transportation services at the rate plus mileage per round trip indicated in the Zone Rate Plan attached hereto as Appendix "A" and made a part hereof. The rate will be paid as follows:

For transportation to County Jail subsequent to arrest - 1 round trip plus mileage;

For Transportation from County Jail to local court; no return - 1 round trip plus mileage;

For Transportation from County Jail to local court; remand to County Jail, where the time expended does not exceed three (3) hours - 2 round trips plus mileage;

Only in the following circumstances will an hourly rate and mileage fee be paid, as an alternative to the zone rate set forth above:

- a. Transportation of female prisoners (1 officer and 1 matron). A minimum of four (4) hours will be reimbursed for a matron; or
- b. Transportation of seven (7) or more prisoners (requiring an additional officer); or
- c. Transportation of prisoners charged with Class A felonies OR classified by Department of Correction as an "A" or "AA" prisoner considered to present danger may warrant (requiring an additional officer); or
- d. Transportation from County Jail to local court and remand to County Jail where time expended exceeds three (3) hours.

In the event that any one of conditions "a" through "d" above are met, then the actual per hour personnel costs incurred by the Municipality will be paid at the hourly wage

and fringe benefit cost as determined in the applicable collective bargaining agreement between the Municipality and the Municipal Police Association for police officers and/or matrons plus a mileage.

Reimbursement for mileage shall be at the rate of fifty-five and one-half cents (\$.565) per mile, or at the then current Internal Revenue Service mileage rate, multiplied by the mileage indicated in Appendix "A".

3. **MEALS**: The County shall reimburse the Municipality for meals provided to post-arraignment prisoners for the actual and reasonable costs incurred and receipts submitted as part of the municipality's monthly voucher submitted to the Department of Correction.

4. **TERM**: This Agreement shall commence on January 1, 2013 and shall terminate on December 31, 2014. The County may, upon thirty (30) days written notice to the Municipality, terminate this Agreement in whole or in part when it deems it to be in its best interest. In such event, the Municipality shall be compensated and the County shall be liable only for payment for services rendered prior to the effective date of termination.

5. **PAYMENT**: Requests for reimbursement shall be submitted by the Municipality on a monthly basis on properly executed County claim forms and paid after approval by the Commissioner of Correction. The number of round trips made, prisoners transported and dates should be listed on the claim forms submitted to the Department of Correction. Reimbursement request shall be subject to audit by the County, and the Municipality shall keep and make available to the County such detailed books and records as are reasonably necessary to substantiate the basis for reimbursement. The Municipality shall not be entitled to reimbursement for any prisoner transportation expense not specifically provided for herein.

The total aggregate cost to the County under this Agreement and the agreements with the other municipalities for zone rate prisoner transportation pursuant to the Resolution approved by the Board of Acquisition and Contract on May 20, 2013, shall not

exceed \$1,176,335. This Agreement shall be deemed executory only to the extent of the monies appropriated and available for the purpose of this Agreement and no liability on account hereof shall be incurred by the County beyond the amount of such monies.

6. **INSURANCE AND INDEMNIFICATION**: All personnel and vehicles engaged in prisoner transportation duties shall at all times remain and be deemed the employees and property of the Municipality. In addition to, and not in limitation of the insurance provisions contained in Schedule "B" of this Agreement, the Municipality agrees to indemnify, defend and hold the County, its officers, employees and agents harmless from and against any and all liability, loss, damage or expense the County may suffer as a result of any and all claims, demands, causes of action or judgments arising directly or indirectly out of the transportation of prisoners for which reimbursement is sought hereunder for losses arising out of the negligent acts or omissions of the Municipality, its agents or employees.

7. **ENTIRE AGREEMENT**: This Agreement constitutes the entire and integrated agreement between and among the parties hereto and supersedes any and all prior negotiations, agreements and conditions, whether written or oral. Any modification or amendment to this Agreement shall be void unless it is in writing and subscribed by the party to be charged.

8. **APPLICABLE LAW**: This Agreement shall be construed and enforced in accordance with the laws of the State of New York.

9. **APPROVALS**: This Agreement is subject to the approval of the Westchester County Board of Legislators, the Westchester County Board of Acquisition and Contract and the governing legislative body of the Municipality.

IN WITNESS WHEREOF, the County and the Municipality have executed this Agreement on the _____ day of _____, 2013.

THE COUNTY OF WESTCHESTER

By: _____
Kevin M. Cheverko
Commissioner of Correction

By: _____
(Name)
(Title)

Approved by the Westchester County Board of Legislators by Act No 78 – 2013 on the 20th day of May, 2013.

Approved by the Board of Acquisition and Contract of the County of Westchester on the 25th day of July, 2013.

Approved by the _____ of the _____
on the _____ day of _____, 20__.

Approved as to form and
manner of execution:

Approved as to form and
manner of execution:

Assistant County Attorney
The County of Westchester
K/V/dcr/Zone Rate Agmt. 13

MUNICIPALITY'S ACKNOWLEDGEMENT

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

On this _____ day of _____, 2013, before me personally came
_____, to me known, and known to me to be the
_____ of _____,
the municipal corporation described in and which executed the within instrument, who being by me
duly sworn did depose and say that he, the said _____ resides at

and that he is _____ of said municipal corporation.

Notary Public County

CERTIFICATE OF AUTHORITY
(Municipality)

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

(Town Board, Village Board, City Council)

thereunto duly authorized, and that such authority is in full force and effect at the date hereof.

(Signature)

STATE OF NEW YORK)

ss.:

COUNTY OF WESTCHESTER)

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 is
the _____ of said municipal corporation.
(title)

Notary Public County

APPENDIX A

ZONE PLAN REIMBURSEMENT RATES WITH DISTANCE TRAVELED TO AND FROM WESTCHESTER COUNTY DEPARTMENT OF CORRECTION

(Effective Term: January 1, 2013 through December 31, 2014)

POLICE AGENCY

ROUND TRIP DISTANCE

ZONE #1 (1 - 10 Miles)

Reimbursed Rate Per Round Trip: (1/1/13 – 12/31/13) \$182.77
(1/1/14 – 12/31/14) \$188.25

Plus mileage reimbursed at \$.565 (or the then current IRS mileage rate) times distance.

Elmsford, Village	6 Miles
Sleepy Hollow, Village	8 Miles
Pleasantville, Village	8 Miles
Tarrytown, Village	10 Miles

ZONE #2 (11 - 20 Miles)

Reimbursed Rate Per Round Trip: (1/1/13 – 12/31/13) \$191.92
(1/1/14 – 12/31/14) \$197.68

Plus mileage reimbursed at \$.565 (or the then current IRS mileage rate) times distance.

Irvington, Village	12 Miles
Briarcliff Manor, Village	14 Miles
New Castle, Town	16 Miles
North Castle, Town	16 Miles
Dobbs Ferry, Village	17 Miles
Ardsley, Village	18 Miles
Scarsdale, Village	19 Miles
Ossining, Village	20 Miles
Hastings-on-Hudson, Village	20 Miles

ZONE #3 (21 - 30 Miles)

Reimbursed Rate Per Round Trip: (1/1/13 – 12/31/13) \$201.03
(1/1/14 – 12/31/14) \$207.07

Plus mileage reimbursed at \$.565 (or the then current IRS mileage rate) times distance.

Rye Brook, Village	23 Miles
Rye, City	25 Miles
Tuckahoe, Village	25 Miles
Eastchester, Town	25 Miles
Port Chester, Village	28 Miles
Mamaroneck, Village	30 Miles
Pelham, Town	30 Miles

ZONE #4 (31 - 40 Miles)

Reimbursed Rate Per Round Trip: (1/1/13 – 12/31/13) \$210.21
(1/1/14 – 12/31/14) \$216.52

Plus mileage reimbursed at \$.565 (or the then current IRS mileage rate) times distance.

Mamaroneck, Town	31 Miles
Larchmont, Village	32 Miles
Pelham Manor, Village	35 Miles

SCHEDULE "B"

STANDARD INSURANCE PROVISIONS **(MUNICIPALITY)**

1. Prior to commencing work, the Municipality 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 Municipality 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 Municipality 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 Municipality 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 Municipality to take out, maintain, or the taking out or maintenance of any required insurance, shall not relieve the Municipality from any liability under the Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the contractual obligations of the Municipality 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 any operations under the Agreement, the amount of excess of such claims or any portion thereof, may be withheld from payment due or to become due the Municipality until such time as the Municipality shall furnish such additional security covering such claims in form satisfactory to the County of Westchester.

2. The Municipality 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 (9/07) 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: www.web.state.ny.us (click on Employers/Businesses, then Business Permits/Licenses/Contracts to see instruction manual).

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 \$100,000.00.

(c) Commercial General Liability Insurance with a minimum limit of liability per occurrence of \$1,000,000.00 for bodily injury and \$100,000.00 for property damage or a combined single limit of \$1,000,000.00 (c.s.l.), naming the County of Westchester as an additional insured. This insurance shall indicate the following coverages:

- (i) Premises - Operations.
- (ii) Broad Form Contractual.

(d) Automobile Liability Insurance with a minimum limit of liability per occurrence of \$1,000,000.00 per occurrence for bodily injury and a minimum limit of \$100,000.00 per occurrence for property damage or a combined single limit of \$1,000,000.00 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 Municipality 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 Municipality.

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

TO: Mayor Fixell and the Board of Trustees
FROM: Michael Blau, Village Administrator
RE: Vacation Parking Permits
DATE: November 25, 2013

Please be advised that I was contacted by Mayor Fixell questioning the four parking spaces in the McKeel Avenue Parking Lot reserved for residents who obtain a Vacation Parking Permit. The Village created the Vacation Parking Permit in 1998 for the use by residents who do not have a place to park their vehicles when they go away on vacation, since they cannot park their cars on the street for extended periods without moving the car for street cleaning purposes. Based upon the question posed by Mayor Fixell, I reached out to staff to obtain information regarding the said parking spaces. First, the Treasurer's Office was contacted and questioned as to the number of Vacation Parking Permits issued. During fiscal year 2012-2013, 11 permits were issued. During the period from June 1, 2013 through mid-November, 2013, 6 permits were issued. Based upon such utilization numbers, the spaces remain empty the majority of the time. I then contacted Howard Wessells, Superintendent of Public Works to question if there is any reason why DPW believes that the spaces should be designated as Vacation Parking Permit only. Superintendent Wessells did not believe there was a reason why spaces should be so designated (there was no reason based upon snow removal or parking lot cleaning activities).

Based upon the foregoing, it would be my recommendation to the Board that this section of the Village Code be amended to issue no more than four Vacation Parking Permits at one time and to allow those permit holders to park anywhere in the McKeel Avenue Parking Lot while the permits are valid. The following modifications to the Village Code would implement this recommendation. Deletions are in [parenthesis] and additions are in **bold**.

Chapter 291. VEHICLES AND TRAFFIC

Article VI. Permit Parking

§ 291-51. Special permits.

[Amended 9-21-1998]

B. Upon payment of the prescribed fee, a resident may acquire a vacation parking permit to allow them to park their vehicle in the [designated area of the] McKeel Avenue Parking Lot. A vacation parking permit shall be valid for a maximum of 14 consecutive days. Said permit shall be displayed on the driver's side dashboard of the vehicle. The **Village shall not issue more than four (4) permits for any one period of time.**

[equivalent of four parking spaces in the southeast corner of the McKeel Avenue Parking Lot shall be designated as "Vacation Parking Permit Holders Only."]