

**VILLAGE OF TARRYTOWN
BOARD OF TRUSTEES
WORK SESSION 6:00 P.M.
WEDNESDAY, MARCH 11, 2015
Tarrytown Village Hall
One Depot Plaza, Tarrytown, New York**

Presentation – Scenic Hudson – Trails Evaluation

Board of Trustees Concerns

Open Session

1. Wilson Park Property
2. New NY Bridge Community Benefits Program
3. Proposed Driveway and Curb Cut – 59 Church Street
4. Deputy Fire Chiefs Vehicle
5. SEQRA – RiverWalk Extension Losee Park
6. Resolution – Westchester County CHIIP Program
7. Tree Work Neperan Road
8. Creation of Micro Grid
9. Metro North Substation Construction

Kathy Deufemia

From: Mike Blau
Sent: Friday, February 20, 2015 10:56 AM
To: Kathy Deufemia
Subject: FW: Touching base

For next Work Session

From: Rob DeRocker [mailto:Rob@RobDeRocker.com]
Sent: Thursday, February 19, 2015 2:09 PM
To: Mike Blau; Drew Fixell (external); Mike McGarvey
Cc: Melinda DeRocker (melindaderocker@gmail.com)
Subject: RE: Touching base

Mike (and Drew and Mike):

First, thanks for your swift response -- and apologies for the delay in mine. I'm in St. Croix now (no, really, you can put the hankies away) and when your note came in was close to sending Melinda back to Tarrytown for a music engagement last weekend. She's headed back here tomorrow but will get a bit of the latest brutal blast of cold before boarding the plane in White Plains. (I thought last winter was one for the books; this one is well on its way to being more so. Even as I was writing this the following came through: <http://tarrytown.dailyvoice.com/news/coast-guard-pulls-tug-boat-stuck-ice-near-west-point>)

Regarding our property saga, I'm not a lawyer but sometimes I like to think like one so I appreciate your "worst case scenario" described below -- i.e., we buy the property from the Tabers, donate it to the Village, the Village authorizes the wall to be built along the new lines next to their property, and builds -- or waits to build -- the wall along the *proposed* line of our property, and then...the alienation effort with the state legislature dies. Forever. What then?

Well, the good news in that bad scenario is that the Village would end up with an even bigger park than they had before, and we, presumably, would get some kind of tax deduction for the donation.

The bad news is that we'd all have to determine what to do with the boundary along our existing property, whether or not a wall had already been built along the *proposed* property. And the Village would have ever-so-slightly less taxable land.

My first thought about all of this is for someone -- Mike or Drew or even me if it made sense -- to vet this informally with Assemblyman Abinanti. I may be naïve, but this would seem to be a simple -- if protracted -- "member item," one that is in the interest not just one constituent, but *all* his Tarrytown constituents. In fact, it occurs to me that the biggest obstacle may be not that it's too complicated or too big for him to take on but too *small*. We're not talking about the rerouting of 287 here.

In any case, assuming you've got a good relationship with him, it would seem that he could tell you either:

- 1) Impossible, unprecedented, don't even bring it up again; or,
- 2) Yeah, we can do this, it'll just take time to work its way through several channels.

Or, better yet, that it can be done in a jiffy.

Anyway, those are my thoughts. As always, we appreciate your efforts to work with us here. While it's very much in the interest of the Village, in the grand scheme of things it is indeed a very small matter. Huge for us, small for you. So again, thanks, and let me know what you need from us.

Rob

From: Mike Blau [mailto:MBlau@tarrytowngov.com]
Sent: Tuesday, February 10, 2015 5:44 PM
To: Rob DeRocker; Drew Fixell (external); Mike McGarvey
Cc: Melinda DeRocker (melindaderocker@gmail.com)
Subject: RE: Touching base

Rob – let me take this one step further. You and Melinda donate the land and if the alienation of land is approved by the state, then the Village sells you land for \$1 based upon the value of the land that you donated to the Village. What happens if you donate the land and the alienation is not approved by the state legislature?

From: Rob DeRocker [mailto:Rob@RobDeRocker.com]
Sent: Tuesday, February 10, 2015 12:20 PM
To: Mike Blau; Drew Fixell (external); Mike McGarvey
Cc: Melinda DeRocker (melindaderocker@gmail.com)
Subject: Touching base

Drew, Mike and Mike: I trust this finds you all doing well, and weathering the winter storms, both the apocalyptic and non-apocalyptic variety.

Given the weather, and the season, I recognize that no one is building the wall at Wilson Park anytime soon, but spring will be here before anyone knows it and, presumably, work on it will commence. So I wanted to touch base regarding the swap.

I trust the steps needed for that to take place – the “home rule message” Mike Blau referred to in an earlier email, etc. – are proceeding apace. But again, let me know if you need anything from us, be it a stack of supportive emails and/or letters from all the neighbors, the Lakes Committee and the Friends of Wilson Park, further documentation on the steps we've taken over the years, or anything else.

In my note of Dec. 29, copied here again, I put forth a few scenarios that could address the timing issue, since under the best of circumstances we know the necessary action by the legislature is not an overnight process. Those included putting money for the construction of our portion(s) of the wall in escrow, instructing Toll to do the work when the process is completed, reverting back to the Planning Board's years-ago recommendation of paving stones, etc.

Allow me to elaborate here on another scenario that might allow for the work to continue without any interruption:

- We go ahead and purchase the land from the Tabers
- We then “donate” that property for the park, allowing the wall to be built along the new line abutting their property;
- The construction of the wall next to our property is either postponed, or built along the *proposed* lines.

I'm no land use attorney but it would seem that while the Village can't mandate the construction of a wall on private property, it can do virtually whatever it wants on public land – building a jungle gym if it wanted to (please don't!). So it would appear that constructing a wall outside the existing boundaries while the process with the legislature proceeds would be, if not ideal, acceptable, especially if at the same time the Village has been “given” an equivalent amount of, and better, property for the park.

There could even be a couple of breaches built into the wall – we'd hope to get egress from our property for emergency purposes anyway – with some sort of temporary demarcation along the current property line, should that be necessary to allow public access to those 18 blades of grass while the process works its way through the appropriate channels in Albany.

As you can see, I'm trying to think creatively here in a way that would best facilitate things for the Village while avoiding the disruptive, and destructive, construction I mentioned in my earlier memo.

By the way, I've also attached the drawings developed by the Tabers' landscape designer. They've already shared these with Mike McGarvey to confirm that this swap would not lead to them exceeding the coverage requirements for their own land. The Tabers asked that we pay for this work, which we agreed to. (True to form the invoice for the work was almost twice what we were expecting. This has not been a cheap endeavor, but it is what it is...).

As always, thanks, and let me know what, if anything else, you need from us.

Rob

From: Sean Jancski [<mailto:sean@sjlandscapearchitects.com>]
Sent: Tuesday, February 03, 2015 10:42 AM
To: Rob DeRocker; melindaderocker@gmail.com
Cc: 'Taber, Kenneth W.'; 'Andrea Taber'
Subject: Invoice for services regarding property line transfer

Hi Rob/Melinda,

We have sent a few invoices over the last couple months for the work we did on the property line swap with the Tabers. We haven't received payment yet for that work. So I am attaching a copy of the invoice. Can you please send in the payment?

Also attached is another copy of the plan and memo we had prepared for this purpose as requested.

-Sean

Sean Jancski ASLA RLA LEED-AP BD+C
Sean Jancski Landscape Architects
43 Purchase Street
Rye, New York 10580
914 967.1904 Phone
www.sjlandscapearchitects.com

The New NY Bridge Project



February 19, 2015

The New NY Bridge Project
NYS Thruway Authority
303 South Broadway, Suite 413
Tarrytown, NY 10591

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

RECEIVED

FEB 23 2015

**TARRYTOWN VILLAGE
ADMINISTRATOR**

CONTRACT: D214134 | PIN 8TZ1.00 | TANY12-18b
DOC NO.: TA_OTHER_03135_COR_PUB

SUBJECT: Community Benefits Program Agreement – Tarrytown Traffic Mitigation

Dear Mr. Blau,

The New NY Bridge Project's Community Benefits Program is pleased to announce the approval of your application for \$31,000 to support one (1) year of mitigation efforts associated with construction traffic for the New NY Bridge. The Village is welcome to re-apply for funding in subsequent years.

Please review the attached agreement and return five (5) signed and notarized copies to indicate your concurrence with the terms of this award. Should you have any questions, please feel free to contact Peter Casper at (518) 471-4237.

Sincerely,

Peter Sanderson
Project Director
The New NY Bridge Project

Attachments: Community Benefits Program Agreement – Tarrytown Traffic Mitigation
cc: B. Conybeare, G. Paschalis, M. Amabile, W. Ringwood, D. Capobianco, P. Casper, Contracts, DMC

**AGREEMENT BY and AMONG THE NEW YORK STATE THRUWAY AUTHORITY and
THE VILLAGE OF TARRYTOWN**

THIS AGREEMENT (the "Agreement") is made and entered into as of the _____ day of _____, 2015 by and among the Village of Tarrytown ("Village") having an address for the conduct of business located at One Depot Plaza, Tarrytown, NY 10591 and the New York State Thruway Authority ("Authority") created pursuant to Title 9 of the Public Authorities Law, having an address for the conduct of business located 200 Southern Boulevard, Albany, NY 12209.

WITNESSETH:

WHEREAS, pursuant to Resolution No. 5935, adopted at Meeting No. 695 on December 17, 2012, authorizing the execution of the Design-Build Contract by its Board, the Authority has allocated funds for the New NY Bridge Project Community Benefit Fund to provide grants to eligible governmental entities and not-for-profit corporations located in Westchester and Rockland Counties; and

WHEREAS, for the benefit of the New York State Thruway Authority ("NYSTA") as owner pursuant to Contract D214134 ("DB Contract"), Tappan Zee Constructors ("TZC") is designing and constructing a replacement for the Tappan Zee Bridge (the "New NY Bridge Project"); and

WHEREAS, pursuant to the DB Contract, the Authority has created a Ten Million (\$10,000,000.00) Dollar Community Benefit Program Fund (the "CBF") which is to be used to help pay to address the effects of the construction of the New NY Bridge Project, which CBF is subject to (i) certain contractual obligations between TZC and the NYSTA, and (ii) certain procedures that have been established by the NYSTA relating to the Community Benefits Program; and

WHEREAS, pursuant to the CBF, the Authority has decided to support the Village's efforts to improve road safety and improve quality of life in the Village through one (1) year of traffic mitigation services as set forth herein below (the "Project") by paying (\$31,000) thirty-one thousand Dollars from the CBF to the Village as provided for herein (the "Authority Funds"); and

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Authority and the Village; hereby agree as follows:

1. **Project Agreement Term:** This Agreement shall commence on the date identified above and shall terminate on December 31, 2016. However, no payments from the Authority Funds to the Village shall be made after March 5, 2018.

2. **Agreement Amount:** On or before 15 days after the Effective Date, the Authority agrees to make available, subject to disbursement provisions set forth in Paragraph 4, to the Village; a sum not to exceed \$31,000. The Authority makes no representation or warranty of any kind that the Authority Funds will be sufficient to pay for all costs and expenses incurred by the completion of the Project or which may be due by the Village if the Authority Funds are not sufficient to pay for all costs and expenses relating to the Project. Such costs and expenses shall include, but not be limited to, all internal and external costs and expenses, including, but not limited to, consultant, contractor, subcontractor fees, costs and expenses. If the actual cost of completing the Project exceeds the Authority Funds, then the Village shall be solely responsible for and agrees to fund and pay any additional moneys which may be required to complete the Project and pay any additional moneys due under any agreement or contract executed to plan, design, construct, maintain, or otherwise implement the Project. Neither the Authority nor TZC shall have any obligation whatsoever to increase the amount of the Authority Funds beyond the \$ 31,000 provided herein. In the event that the cost to complete the Project is less than the amount of the Authority Funds, then any unused portion of the Authority Funds shall be repaid to the Authority by the Village. No payments from the Authority Funds to the Village shall be made after March 5, 2018.
3. **Project Description and Budget:**
 - a. The CBF Application submitted by the Village is hereby made part of this Agreement and attached hereto as "Schedule A". The Village agrees to spend the Grant money pursuant to the Project description and budget contained in Schedule A. Notwithstanding the timeframe set forth in Schedule A, this Agreement provides for one (1) year of the mitigation efforts described in Schedule A.
 - b. Should it be determined by the Authority that additional information, documentation or other details regarding the Project description or budget is required, the Authority reserves the right to request from the Village such information. The Village shall cooperate and provide the requested information within a timely manner.
 - c. Substantive changes, or altering the budget, scope, intent or basic elements of the Project shall not be made by the Village without the prior written approval of the Authority.
4. **Disbursement Provisions:**
 - a. At such time as the Village determines that a disbursement is to be made from the Authority Funds the Village shall provide written notice to the Authority of such determination and setting forth the amount of the disbursement that it is requesting be paid (each a "Disbursement Request").

Together with each Disbursement Request, the Village shall provide to the Authority all of the following:

(i). A written certification executed by a duly authorized officer of the Village accompanied by such receipts and documents verifying expenditures as may be required by the Authority. Reimbursement request certifications shall include a statement by the Village that the requested funds do not duplicate reimbursements for costs and services received from other sources or prior disbursements from the Authority Funds.

(ii). Copies of supporting invoices and requests for payments received by the Village prior to the date of the Disbursement Request, which have not therefore been provided to the Authority, including invoices from the Contractor, subcontractors, consultants, laborers and/or material suppliers. These invoices shall total or exceed the amount of the Village's submitted payment Disbursement Requests for the work/activity undertaken with regard to the Project, and shall be dated on or after the date of this Agreement in order to substantiate a Disbursement Request.

(iii). Such other documentation, information, receipts, and/or verifications as the Authority may reasonably require.

- b. No more than three Disbursement Requests will be accepted. The final Disbursement Request, which in no case will be for less than 20% of the Authority Funds set forth in paragraph 2 of this Agreement, will be processed for payment only after inspection of the completed Project by the Authority. The Authority shall have no liability whatsoever for its inspection and approval of the Project.
- c. In no event will the Authority process any Disbursement Requests which would cause the aggregate disbursements for the Project to exceed the Authority Funds set forth in paragraph 2 of this Agreement.
- d. The Village shall keep accurate and separate accounting records of all receipts and disbursements of all funds attributed to this Agreement, and shall produce upon request of the Authority such records for examination. Records must be maintained so that they can be provided for examination at any time during the conduct of the Project and for a period of six (6) years following its completion.

5. Representations, Warranties and Covenants:

The Village represents, warrants and covenants that:

- a. The Village hereby acknowledges that the Authority has relied upon the statements and representations made by the Village in its CBF Application attached hereto as Schedule A in making the Authority Funds available to Village. The Village hereby represents and warrants that it has made no material misstatement or omission of fact in Schedule A or otherwise in connection with this Agreement and that the information contained in Schedule A continues on the date hereof to be materially correct. In the event of any inconsistency between the conditions and terms of this Agreement and those contained in Schedule A, the provisions of this Agreement shall govern unless otherwise mutually agreed upon in writing by the parties.
- b. The Authority Funds shall be used solely for eligible expenses and no materials purchased with Authority Funds will be used for any purpose other than the Project.
- c. Authority Funds shall not be used for the following purposes:
 - i. Acquisition of land;
 - ii. Political activities, including, but not limited to, furthering the election or defeat of any candidate for public, political or party office, or for providing a forum for a candidate to promote the passage, defeat or repeal of any proposed or enacted legislation; and
 - iii. Religious worship or instruction as part of, or in connection with, the performance of this Agreement.
- d. Municipal Resolutions

The Village resolution attests that the Village's legislative body has approved the project, *including the expenditure of any matching funds*, and authorized sufficient funding to first-instance the full amount of the grant. The Village will authorize project spending either in their budgets or separate resolutions.

- 6. Independent Contractor: The Village is and shall be, in all respects, an independent contractor in performing any services pursuant to this Agreement. In accordance with its status as an independent contractor, the Village covenants and agrees that neither it nor its agents and/or employees will hold itself or themselves out as or claim to be an officer or employee of the Authority and that neither the Village nor its agents and employees shall make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the Authority, including, but not limited to Workers' Compensation coverage, Unemployment Insurance benefits, Social Security coverage or Retirement System membership or credit.

7. Construction Requirements:

- a. Purchases. The procurement of all goods and services for the Project shall conform to the requirements of the General Municipal Law. Except as otherwise expressly provided by an act of the legislature or by a local law adopted prior to September first, nineteen hundred fifty-three, all purchase contracts involving an expenditure of more than twenty thousand dollars (\$20,000) shall be awarded to the lowest responsible bidder furnishing the required security after advertisement for sealed bids in the manner provided in section 103 of the General Municipal Law. Contracts for construction in excess of thirty-five thousand dollars (\$35,000) shall be awarded after competitive bidding in accordance with the provisions of the General Municipal Law.
 - b. Any consultant contract in the amount of twenty-five thousand dollars (\$25,000) or more for architectural, engineering or design services shall be awarded on a competitive basis after the Village has developed and publicized a Request for Proposal; a copy of the Request for Proposal and documentation of all responses shall be included with submission by the Village of any voucher for payment for such services.
 - c. The Village shall be responsible for assuring that the Project is designed and constructed in conformance with the Uniform Federal Accessibility Standards (UFAS-Appendix A to 41 CFR part 101-19.6), Americans with Disabilities Act standards regulations contained in 28 CFR part 35 or 28 CFR part 36, the Americans with Disabilities Act Accessibility Guidelines (ADAAG-Appendix A to 28 CFR part 36 CFR part 1191, appendices B and D) and the New York State Uniform Fire Prevention and Building Code (Parts 1220 to 1228 of Article 13 of Title 19 of the NYCRR). Where there are discrepancies among these three sets of standards with regard to a particular design/construction requirement, the standard one providing the greatest degree of accommodation for the individuals with disabilities shall apply.
8. Inspections: Failure by the Village to allow reasonable and timely access to the Authority's representatives to inspect the Project may result in the forfeiture and require repayment by the Village of awarded Authority Funds.
9. Approvals: In the event that the performance of the Project requires the issuance of any permits, approvals, or consents by any federal, state, or local governmental entity, agency or regulatory body, including but not limited to the U.S. Army Corps of Engineers, the New York State Department of Environmental Conservation, or the New York State Office of Parks, Recreation and Historic Preservation, the Village shall obtain such permit, approval, or consent at the Village's sole cost and expense, all of which shall be obtained prior to the commencement of the performance of any of the work on the Project or the procurement of any materials relating to the Project. The Village

agrees that, and shall be solely responsible to ensure that, the conduct of the Project and all work related thereto shall at all times be conducted in a fashion so as to conform to all applicable laws, rules, regulations, ordinances, codes and requirements.

10. **Soft Costs:** Project administration costs by the Village should not exceed 10% of the Project amount set forth in Paragraph 2. Operational costs of governmental entities and not-for-profit corporations shall not be funded by CBP grant awards.

11. **Default and Remedies:**

- a. Each of the following shall constitute default by the Village under the terms of this Agreement:

- i. Failure to perform or observe any obligation or covenant of the Village contained herein to the reasonable satisfaction of the Authority;
 - ii. Failure to comply with any request for information reasonably made by the Authority for the purpose of determining compliance by the Village with the terms of this Agreement or otherwise reasonably requested by the Authority in connection with the Authority Funds;
 - iii. The making of any false statement or the omission of any material fact by the Village in or in connection with the Agreement or the Authority Funds.

- b. Upon the serving of notice to the Village of the occurrence of a default (which notice shall specify the nature of the default), the Authority shall have the right to terminate this Agreement, provided that if the default is pursuant to Paragraph 11(a)(i) or 11(a)(ii), no default shall be deemed to have occurred if the Village cures such default within seven (7) days of notice from the Authority, or if the default cannot be reasonably cured within such seven day period, the Village commences to cure such default within such seven day period and completely cures the default within ninety (90) days thereafter, provided further that the Authority shall not be obligated to make any disbursements during any such cure period.

12. **Abandonment:** The Village shall complete the Project as set forth in this Agreement, and failure to render satisfactory progress or to complete the Project to the satisfaction of the Authority may be deemed an abandonment of the Project and cause the suspension or termination of any obligation of the Authority. In the event the Village should be deemed to have abandoned the Project for any reason or cause other than a national emergency or an Act of God, all monies paid to the Village by the Authority and not expended in accordance with this Agreement shall be repaid to the Authority on demand.

13. Termination: This Agreement may be terminated at any time upon mutual written consent of the Authority and the Village. The Authority may terminate this Agreement immediately, upon written notice of termination to the Village, if the Village fails to comply with the terms and conditions of this Agreement and/or with any laws, rules, regulations, policies or procedures affecting this Agreement.
14. Liability: The Village shall be responsible for all damage to life and property due to negligent or otherwise tortious acts, errors or omissions of the Village and/or any of its officers, directors, agents, employees, contractors, subcontractors, assigns, successors, invitees and licensees in connection with this Agreement. The provisions of this section shall survive the expiration or termination of this Agreement.
15. Indemnification: The Village shall indemnify and protect, defend, and hold harmless the Authority and the State of New York, as their interests may appear, and their respective officers, directors, board members, agents, employees, successors and assigns, from all claims, suits, actions, damages, and costs of every name and description arising out of the performance or non-performance by the Village and/or any of its officers, directors, agents, employees, contractors, subcontractors, assigns, successors, invitees and licensees of the work or services provided for in connection with this Agreement. Such indemnity shall not be limited by reason of enumeration of any insurance coverage herein provided and shall survive the expiration or termination of this Agreement.
16. Insurance: The following insurance documents for the Village must be on file with the Authority prior to the commencement of PROJECT:
- a. Commercial General Liability – submitted on an ACORD 25/Thruway Authority – Canal Corporation Supplemental insurance certificate set, with no less than the following limits and coverages:
- | | |
|--------------------------|-------------|
| - Each Occurrence Limit: | \$1,000,000 |
| - General Aggregate: | \$2,000,000 |
- The Authority shall be included as an Additional Insured, using ISO Additional Insured Endorsement CG 20 10 11 85 or its equivalent, under the CGL. The Commercial General Liability insurance shall apply as primary insurance with respect to any other insurance or self-insurance program afforded to or maintained by the Authority.
- b. Workers' Compensation – as required by New York State Worker's Compensation and Disability Benefits Law. If the Agreement involves work on or near a shoreline, a U.S. Longshore and Harbor Workers' Compensation Act Endorsement must be provided.

Evidence of Workers' Compensation coverage must be provided on one of the following forms specified by the Commissioner of the Workers' Compensation Board:

- (1) C-105.2 – Certificate of Workers' Compensation Insurance.
- (2) U-26.3 – Certificate of Workers' Compensation Insurance from the State Insurance Fund.
- (3) GSI-105/SI-12 – Certificate of Workers' Compensation Self Insurance

c. Disability Benefits – as required by New York State Worker's Compensation and Disability Benefits Law. Evidence of Disability Benefits coverage must be provided on one of the following forms specified by the Commissioner of the Workers' Compensation Board:

- (1) DB-120.1 – Certificate of Insurance Coverage under the NYS Disability Benefits Law.
- (2) DB-155 – Certificate of Disability Self Insurance.
- (3) CE-200 – Certificate of Attestation of Exemption.

17. Notices: Any notice, demand, consent, approval, direction, agreement or other communication (any "Notice") required or permitted hereunder shall be in writing and shall be validly given if sent by a nationally recognized overnight courier services, delivered personally by reputable courier that obtains receipts, or mailed by United States mail, certified or registered mail, return receipt requested, adequate postage prepaid, addressed as follows to the person entitled to receive the same:

New York State Thruway Authority
The New NY Bridge Project
303 S. Broadway, Suite 413
Tarrytown, New York 10591
Attn: Mr. Peter Sanderson

With copy to:
New York State Thruway Authority
200 Southern Boulevard
Albany, New York 12209
Attn: General Counsel's Office

Village of Tarrytown
One Depot Plaza
Tarrytown, NY 10591
Attn: Mayor's Office

18. Ethics: During the term of this Agreement, the Village shall not engage any person who is, or has been at any time, in the employ of the Authority or New York State to perform services under this Agreement in violation of: the provisions of the Public Officers Law, other laws applicable to the service of current or former Authority or New York State employees, and/or the rules, regulations, opinions, guidelines or policies promulgated or issued by the New York Joint Commission on Public Ethics, or its predecessor agencies (collectively, "Ethics Provisions"). The Village certifies that all of its employees who are former employees of the Authority or New York State and who are assigned to perform services under this Agreement shall be assigned in accordance with all Ethics Provisions. Further, during the term of this Agreement, no person who is employed by the Village and who is disqualified from providing services under this Agreement pursuant to any Ethics Provision may share in any net revenues the Village derives from this Agreement.

The Village shall identify and provide the Authority with notice of those the Village employees who are former employees of the Authority or New York State and will be assigned to perform services under this Agreement. The Authority may request that the Village provide it with whatever information the Authority deems appropriate about each such person's engagement, work cooperatively with the Authority to solicit advice from the New York Joint Commission on Public Ethics, and, if deemed appropriate by the Authority, instruct any such person to seek the opinion of the New York Joint Commission on Public Ethics. The Authority shall have the right to cancel or terminate this Agreement at any time if any work performed under this Agreement is in conflict with any Ethics Provision.

19. Severability Clause: If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be effected, but shall remain binding and effective as against all parties hereto.
20. New York State Finance Law §§ 139-j and 139-k Certification: By execution of this Agreement, the Village certifies that it shall require all subcontractors hired to perform work on the Project to submit all information required by New York State Finance Law §§ 139-j and 139-k and make such information available to the Authority upon demand therefor.
21. Confidentiality and Non-Disclosure:
- a. "Confidential Information" means any information not generally known to the public, whether oral or written, that the Authority claims is confidential and discloses to the Village pursuant to this Agreement. Confidential Information may include, but is not limited to, operational and infrastructure information relating to: bid documents, plans, drawings, specifications, reports, product information and data; business and security processes and procedures; personnel and organizational data, and financial statements;

information system IP addresses, passwords, security controls, architectures and designs; and such other data, information and images that the Authority deems confidential. The Authority will identify written Confidential Information by marking it with the word "Confidential" and will identify oral Confidential Information as confidential at the time of disclosure to the Village.

b. Confidential Information does not include information which, at the time of the Authority disclosure to the Village : (a) is already in the public domain or becomes publicly known through no act of the Village]; (b) is already known by the Village free of any confidentiality obligations; (c) is information that the Authority has approved in writing for disclosure; or (d) is required to be disclosed by the Village of such disclosure requirement and an opportunity to defend prior to any such disclosure.

c. The Village may use Confidential Information solely for the purposes of implementing the Project pursuant to this Agreement. The Village shall not make copies of any written Confidential Information without the express written permission of the Authority. The Village may share Confidential Information with third parties that agree to the confidentiality provisions of this Agreement and are necessary for the Project; however, the Village shall share only that Confidential Information that is necessary to the third party's development of its contribution to the Project. The Authority's disclosure of Confidential Information to the Village shall not convey to the Village any right to or interest in such Confidential Information and the Authority shall retain all right and title to such Confidential Information at all times.

d. The Village shall hold Confidential Information confidential to the maximum extent permitted by law. The Village shall safeguard Confidential Information with at least the same level of care and security, using all reasonable and necessary security measures, devices and procedures that the Village uses to maintain its own confidential information.

22. Exemption from Sales and Compensating Use Taxes: The Authority is exempt from the payment of all sales and compensating use taxes otherwise imposed by New York State and municipalities located therein. The Authority will not pay the Village sales and compensating use taxes related to the Project.

23. Iran Divestment Act: By execution of the agreement, the Village will certify each person and each person signing on behalf of any other party certifies, and in the case of a joint bid or partnership each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief, that each person is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the New York State Finance Law.

24. **Suspension, Abandonment and Termination:** The Authority shall have the right, in its sole discretion, to postpone, suspend, abandon or terminate this Agreement at any time and for any reason, and such action shall in no event be deemed a breach of contract. This includes the Authority's right to terminate this Agreement in the event the Authority finds that the certification made by the Village in accordance with New York State Finance Law §§ 139-j and 139-k was intentionally false or intentionally incomplete. This also includes the Authority's right to terminate this Agreement at any time in the event the Authority finds that the Village is non-responsible or has failed to accurately disclose vendor responsibility information.

In the event the Authority exercises its right to postpone, suspend, abandon or terminate this Agreement, the Authority will fix the value of the work performed as of such postponement, suspension, abandonment or cancellation date, as verified by audit, and compensate the Village accordingly. Upon such a postponement, suspension, abandonment or termination, the Village must within ten (10) days deliver to the Authority all records, documents and data pertaining to services rendered under this Agreement.

25. **General Responsibility Obligations:** The Village shall at all times during the term of this Agreement remain responsible. The Village agrees if requested by the Authority 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.
26. **Standard Contract Clauses and Appendices Incorporated by Reference:** The Village agrees to comply with all of the terms and conditions set forth in Appendix A which is attached hereto and expressly made a part of this Agreement as if set forth fully herein.

Appendix A - Standard Clauses

Appendix B - Participation by Minority Group Members and Women With Respect to State Contracts: Requirements and Procedures

27. The persons executing this Agreement on behalf of the parties to this Agreement hereby represent that they are properly authorized to execute this Agreement on behalf of the party for whom they are signing.

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IN WITNESS WHEREOF, the parties hereto executed this Agreement on the date first above written:

NEW YORK STATE
THRUWAY AUTHORITY

Village of Tarrytown

By _____
Executive Director

By _____
Name/Title

EID#

Recommended By

Approved to Form

By _____
Project Director, New NY Bridge Project

By _____
General Counsel

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CERTIFICATION FOR DUPLICATES

In addition to the acceptance of this Agreement, the Authority certifies that original or original duplicates of this signature page will be attached to all original or original duplicates of this Agreement.

STATE OF NEW YORK)

:SS.:

COUNTY OF _____)

On this _____ day of _____, in the year 20____, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person on behalf of which the individual acted, executed the instrument.

Notary Public

STATE OF NEW YORK)

:SS.:

COUNTY OF _____)

On this _____ day of _____, in the year 201____, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same in his capacity as the _____ of the NEW YORK STATE Thruway Authority, and that by his signature on the instrument, the individual, acting for and on behalf of the NEW YORK STATE Thruway Authority, executed the instrument.

Notary Public

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APPENDIX A

Standard Clauses For New York State Thruway Authority And New York State Canal Corporation Procurement Contracts

The parties to the attached contract, license, lease, amendment or other agreement of any kind ("the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party and its agents, successors and assigns, other than the Thruway Authority ("Authority") or Canal Corporation ("Corporation"), whether a contractor, licensor, licensee, lessor, lessee or any other party):

1. **NON-ASSIGNMENT CLAUSE.** This contract may not be assigned by the Contractor nor may its right, title or interest therein be assigned, transferred, conveyed, subcontracted, sublet or otherwise disposed of without the previous consent, in writing, of the Authority/Corporation and any attempts to assign the contract without the Authority's/Corporation's written consent are null and void.

2. **COMPTROLLER APPROVAL.** Unless otherwise provided by resolution of the Authority or Corporation Board, if this contract involves the expenditure of funds for goods or services in excess of \$50,000, or the expenditure of funds for any other purpose in excess of \$15,000, or if, by this contract, the Authority/Corporation agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, this contract shall not be valid, effective or binding upon the Authority/Corporation until it has been approved by the State Comptroller and filed in his office.

3. **WORKERS' COMPENSATION AND DISABILITY BENEFITS.** This contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the State Workers' Compensation Law. If employees will be working on, near or over navigable waters, a U.S. Longshore and Harbor Workers' Compensation Act endorsement must be included.

4. **NON-DISCRIMINATION REQUIREMENTS.** To the extent required by Article 15 of the State Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, military status, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with State Labor Law §220-e, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, disability, sex or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in State Labor Law §230, then, in accordance with §239 thereof, the Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. The Contractor is subject to fines of \$50 per person per day for any violation of State Labor Law §§220-e or 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

5. WAGE AND HOURS PROVISIONS. If this is a public work contract covered by Article 8 of the State Labor Law or a building service contract covered by Article 9 thereof, neither the Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the State Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, the Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the State Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the New York State Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with subdivision 3-a of Section 220 of the New York State Labor Law shall be a condition precedent to payment by the Authority/Corporation of any Authority/Corporation approved sums due and owing for work done on the project.

6. NON-COLLUSIVE BIDDING CERTIFICATION. In accordance with State Public Authorities Law §2878, if this contract was awarded based upon the submission of bids, the Contractor warrants, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. The Contractor further warrants that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the Authority/Corporation a non-collusive bidding certification on the Contractor's behalf.

7. INTERNATIONAL BOYCOTT PROHIBITION. In accordance with State Labor Law §220-f, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of this contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership, or corporation has participated, is participating, or shall participate in an international boycott in violation of the Federal Export Administration Act of 1979 (50 USC App. §§2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of the Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the Authority/Corporation within five (5) business days of such conviction, determination or disposition of appeal.

8. SET-OFF RIGHTS. The Authority/Corporation shall have rights of set-off. These rights shall include, but not be limited to, the Authority's/Corporation's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing by the Contractor to the Authority/Corporation with regard to this contract, or any other contract with the Authority/Corporation, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the Authority/Corporation for any other reason including, without limitation, monetary penalties, adjustments, fees, or claims for damages by the Authority/Corporation and third parties in connection therewith.

9. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (collectively, "Records") for a period of six (6) years (or any other longer period required by law) following final payment or the termination of this contract, whichever is later, and any extensions thereto. The Authority/Corporation, State Comptroller, State Attorney General and any other person or entity authorized to conduct an examination shall have access to the Records during normal business hours at an office of the Contractor within New York State, or, if no such office is available, at a mutually agreeable and reasonable venue within the State, during the contract term, any extensions

thereof and said six (6) year period thereafter, for purposes of inspection, auditing and copying. As used in this clause, "termination of this contract" shall mean the later of completion of the work of the contract or the end date of the term stated in the contract. The Authority/Corporation will take reasonable steps to protect from public disclosure those Records which are exempt from disclosure under State Public Officers Law §87 ("Statute") provided that: (i) the Contractor shall timely inform an appropriate Authority/Corporation official, in writing, that said records should not be disclosed; (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the Authority's/Corporation's right to discovery in any pending or future litigation.

10. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION. All invoices or New York State standard vouchers submitted for payment for the sale of goods or services or the lease of real or personal property to the Authority/Corporation must include the payee's identification number, i.e., the seller's or lessor's identification number. The number is either the payee's Federal employer identification number or Federal social security number, or both such numbers when the payee has both such numbers. Failure to include this number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or New York State standard voucher, must give the reason or reasons why the payee does not have such number or numbers.

The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in State Tax Law §5. Disclosure of this information by the seller or lessor to the Authority/Corporation is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the State Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law.

The above personal information is maintained at the New York State Thruway Authority/Canal Corporation, Department of Finance and Accounts, P.O. Box 189, Albany, New York 12201.

11. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN. In accordance with State Executive Law §312, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000, whereby the Authority/Corporation is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the Authority/Corporation; or (ii) a written agreement in excess of \$100,000 whereby the Authority/Corporation is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, or major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this contract the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability, or marital status, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on Authority/Corporation contracts and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. As used in this clause, "affirmative action" shall mean

recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, lay-off or termination, and rates of pay or other forms of compensation.

(b) At the request of the Authority/Corporation, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status, and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

(c) The Contractor shall state, in all solicitations or advertisements for employees, that in the performance of this contract all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

The Contractor shall include the provisions of (a), (b) and (c) above in every subcontract over \$25,000 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon except where such work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The Authority/Corporation will consider compliance by a Contractor or its subcontractor with the requirements of any Federal law concerning equal employment opportunity which effectuates the purpose of this section. The Authority/Corporation shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such Federal law, and if such duplication or conflict exists, the Authority/Corporation may waive the applicability of Section 312 of the Executive Law to the extent of such duplication or conflict. The Contractor shall comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining thereto.

12. CONFLICTING TERMS. In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

13. GOVERNING LAW. This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

14. LATE PAYMENT. Timeliness of payment and any interest to be paid to the Contractor for late payment shall be governed by State Public Authorities Law §2880 and 21 NYCRR Part 109.

15. NO ARBITRATION. Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized) but must, instead, be heard in a court of competent jurisdiction of the State of New York.

16. SERVICE OF PROCESS. In addition to the methods of service allowed by the State Civil Practice Law & Rules, the Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon the Contractor's actual receipt of process or upon the Authority's/Corporation's receipt of the return thereof by the United States Postal Service as refused or undeliverable. The Contractor must promptly notify the Authority/Corporation, in writing, of each and every change of address to which service of process can be made. Service by the Authority/Corporation to the last known address shall be sufficient. The Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

17. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that all wood products to be used under this contract will be in accordance with, but not limited to, the specifications and provisions of State Finance Law §165 (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the Contractor to establish to meet with the approval of the Authority/Corporation.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in State Finance Law §165. Any such use must meet with the approval of the Authority/Corporation; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the Authority/Corporation.

18. MACBRIDE FAIR EMPLOYMENT PRINCIPLES. In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in State Finance Law §165), and shall permit independent monitoring of compliance with such principles.

19. OMNIBUS PROCUREMENT ACT OF 1992. It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development
Division for Small Business
30 South Pearl Street – 7th Floor
Albany, NY 12245
Phone: (518) 292-5220
Fax: (518) 292-5884
<http://www.esd.ny.gov>

A directory of certified minority and women-owned business enterprises is available from:

NYS Department of Economic Development Minority and Women's Business Development Division
30 South Pearl Street – 2nd Floor
Albany, NY 12245
Phone: (518) 292-5250
Fax: (518) 292-5803
<http://www.esd.ny.gov>

The Omnibus Procurement Act of 1992 requires that by signing this bid proposal or contract, as applicable, the Contractor certifies that whenever the total bid amount is greater than \$1 million:

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the Authority/Corporation;

(b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the NYS Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the Authority/Corporation upon request; and

(d) The Contractor acknowledges notice that the Authority/ Corporation may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the Authority/Corporation in these efforts.

20. RECIPROCITY AND SANCTIONS PROVISIONS. Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapters 684 and 383, respectively) require that they be denied contracts which they would otherwise obtain. Contact the Department of Economic Development, Division for Small Business, 30 South Pearl Street, Albany, New York 12245, for a current list of jurisdictions subject to this provision.

21. NON-PUBLIC PERSONAL INFORMATION. The Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208). In addition to any relief or damages that may be imposed pursuant to the provisions of this Act, the Contractor shall be liable for the costs imposed upon the Authority which are associated with breach of the Act if caused by Contractor's negligent or willful acts or omissions, or the negligent or willful acts or omissions of the Contractor's agents, officers, employees or subcontractors.

22. OBSERVANCE OF LAWS. The Contractor agrees to observe all applicable Federal, State and local laws and regulations, and to procure all necessary licenses and permits.

23. NO WAIVER OF PROVISIONS. The Authority's/Corporation's failure to exercise or delay in exercising any right or remedy under this contract shall not constitute a waiver of such right or remedy or any other right or remedy set forth therein. No waiver by the Authority/Corporation of any right or remedy under this contract shall be effective unless made in a writing duly executed by an authorized officer of the Authority/Corporation, and such waiver shall be limited to the specific instance so written and shall not constitute a waiver of such right or remedy in the future or of any other right or remedy under this contract.

24. ENTIRE AGREEMENT. This contract, together with this Appendix A and any other appendices, attachments, schedules or exhibits, constitutes the entire understanding between the parties and there are no other oral or extrinsic understandings of any kind between the parties. This

contract may not be changed or modified in any manner except by a subsequent writing, duly executed by the parties thereto.

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APPENDIX B:

PARTICIPATION BY MINORITY GROUP MEMBERS AND WOMEN WITH RESPECT TO STATE CONTRACTS: REQUIREMENTS AND PROCEDURES FOR NEW NY BRIDGE PROJECT COMMUNITY BENEFIT FUND AGREEMENTS WITH THE NEW YORK STATE THRUWAY AUTHORITY

I. General Provisions

- A. The New York State Thruway Authority ("AUTHORITY") is required to implement the provisions of New York State Executive Law Article 15-A and 5 NYCRR Parts 140-145 ("M/WBE Regulations") for all State contracts as defined therein, with a value (1) in excess of \$25,000 for labor, services, equipment, materials, or any combination of the foregoing or (2) in excess of \$100,000 for real property renovations and construction.
- B. The Grantee to the subject Community Benefit Fund ("CBF") Agreement (the "Grantee" and the "Agreement," respectively) agrees, in addition to any other nondiscrimination provision of the Agreement and at no additional cost to the AUTHORITY, to fully comply and cooperate with the AUTHORITY in the implementation of New York State Executive Law Article 15-A. These requirements include equal employment opportunities for minority group members and women ("EEO") and contracting opportunities for certified minority and women-owned business enterprises ("M/WBEs"). The Grantee's demonstration of "good faith efforts" pursuant to 5 NYCRR §142.8 shall be a part of these requirements. These provisions shall be deemed supplementary to, and not in lieu of, the nondiscrimination provisions required by New York State Executive Law Article 15 (the "Human Rights Law") or other applicable federal, state or local laws.
- C. Failure to comply with all of the requirements herein may result in a finding of non-responsiveness, non-responsibility and/or a breach of contract, leading to the withholding of funds or such other actions, liquidated damages pursuant to Section VII of this Appendix or remedies as allowed by the Agreement.

II. Agreement Goals

- A. For purposes of the Grantee's procurement, which is being funded by the Agreement, the AUTHORITY hereby establishes an overall goal of 30% for Minority and Women-Owned Business Enterprises ("M/WBE") participation, based on the availability of qualified MBEs and WBEs.
- B. For purposes of providing meaningful participation by M/WBEs on the Agreement and achieving the M/WBE Agreement Goals established in Section II-A hereof, the Grantee should reference the directory of New York State Certified M/WBEs found at the following internet address: <https://ny.newnycontracts.com>.

The Grantee is also encouraged to contact the AUTHORITY to discuss additional methods of maximizing participation by M/WBEs on the Agreement. The contact information for this purpose is as follows:

Tracey Mitchell
Diversity Compliance Manager – New NY Bridge Project
303 Broadway – Suite 413
Tarrytown, New York 10591
(914) 524-5482
Tracey.Mitchell@newnybridge.com.

- C. Where M/WBE Agreement Goals have been established herein, pursuant to 5 NYCRR §142.8, the Grantee must document “good faith efforts” to provide meaningful participation by M/WBEs as subcontractors or suppliers in the performance of the Grantee’s procurement. In accordance with Section 316-a of Article 15-A and 5 NYCRR §142.13, the Grantee acknowledges that if it is found to have willfully and intentionally failed to comply with the M/WBE participation goals set forth in the Agreement and this Appendix B, such a finding constitutes a breach of contract and the Grantee shall be liable to the AUTHORITY for liquidated or other appropriate damages, as set forth herein.

III. M/WBE and EEO

- A. The Grantee agrees to be bound by the provisions of Article 15-A - M/WBE Regulations promulgated by the Division of Minority and Women’s Business Development of the Department of Economic Development (the “Division”). If any of these terms or provisions conflict with applicable law or regulations, such laws and regulations shall supersede these requirements.
- B. The Grantee shall comply with the following provisions of Article 15-A:
- (i) Grantee and Grantee’s contractors and subcontractors performing work in connection with this Agreement and the Authority Funding Agreement (“Grantee’s Contractors”) shall undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, EEO shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation. The Grantee shall submit its M/WBE AND EEO POLICY STATEMENT to the AUTHORITY within seventy two (72) hours after the date of the notice by AUTHORITY to award the grant of Authority Funds to the Grantee. Furthermore, the Grantee shall provide Grantee’s Contractor’s M/WBE and EEO POLICY STATEMENT’s to the Authority within seventy two (72) hours after the Grantee providing a Grantee’s Contractor with notice of an award of contract.
 - (ii) The Grantee shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination provisions. The

Grantee and Grantee's Contractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

**IV. TA-1022– Proposed Utilization Plan for ALL Subcontractors/Suppliers
AAPHC89 – D/M/WBE Utilization Worksheet – Part 1**

- A. The Grantee's Contractors must submit to the Grantee, to be forwarded to the AUTHORITY, a M/WBE Utilization Plan and a signed, AAPHC89 – D/M/WBE Utilization Worksheet – Part 1 as evidence thereof through the New York State Contract System ("NYSCS"), however, the AUTHORITY may arrange for such evidence to be provided via a non-electronic method to the AUTHORITY, either prior to, or at the time of, the Grantee's first Disbursement Request as defined Section 4 of the Agreement.
- B. The Grantee agrees to use such M/WBE Utilization Plan for the performance of M/WBEs in connection with this Agreement and the Authority Funding pursuant to the prescribed M/WBE goals set forth in Section III-A of this Appendix B.
- C. The Grantee further agrees that a failure to submit and/or use such M/WBE Utilization Plan shall constitute a material breach of the terms of the Agreement. Upon the occurrence of such a material breach, the AUTHORITY shall be entitled to any remedy provided herein, including but not limited to, a finding the Grantee to be non-responsiveness.

V. TA-1077 – Contractor/Consultant M/WBE Waiver Request

- A. If the Grantee, after making good faith efforts, is unable to comply with M/WBE goals, the Grantee may submit a M/WBE Waiver Request documenting good faith efforts (GFE) by the Grantee to meet such goals. A waiver request shall be provided to the contact information set forth in Section II.B. of this Appendix B. If the documentation included with the waiver request is complete, the AUTHORITY shall evaluate the request and issue a written notice of acceptance or denial within twenty (20) days of receipt.
- B. If the AUTHORITY, upon review of the M/WBE Utilization Plan determines that the Grantee is failing or refusing to comply with the M/WBE Agreement Goals and no waiver has been issued in regards to such non-compliance, the AUTHORITY may issue a notice of deficiency to the Grantee. The Grantee must respond to the notice of deficiency within seven (7) business days of receipt. Such response may include a request for partial or total waiver of M/WBE Agreement Goals.

VI. Grantee Compliance Report

The Grantee is required to submit all compliance reports by the 15th day of the following month documenting the progress made towards achievement of the M/WBE goals of the Agreement.

VII. Liquidated Damages - M/WBE Participation

- A. Where the AUTHORITY determines that the Grantee is not in compliance with the requirements of the Agreement and the Grantee refuses to comply with such requirements, or if the Grantee is found to have willfully and intentionally failed to comply with the M/WBE participation goals, the Grantee shall be obligated to pay to the AUTHORITY liquidated damages.

- B. Such liquidated damages shall be calculated as an amount equaling the difference between:

All sums identified for payment to M/WBEs had the Grantee achieved the obligated M/WBE goals; and all sums actually paid to M/WBEs for work performed or materials supplied under the Agreement and any Grantee's contracts with Grantee's Contractors.

- C. In the event a determination has been made which requires the payment of liquidated damages and such identified sums have not been withheld by the AUTHORITY, the Grantee shall pay such liquidated damages to the AUTHORITY within sixty (60) days after they are assessed by the AUTHORITY unless prior to the expiration of such sixtieth day, the Grantee has filed a complaint with the Director of the Division of Minority and Woman Business Development pursuant to Subdivision 8 of Section 313 of the Executive Law in which event the liquidated damages shall be payable if Director renders a decision in favor of the AUTHORITY.

**MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES – EQUAL
EMPLOYMENT OPPORTUNITY POLICY STATEMENT**

M/WBE AND EEO POLICY STATEMENT

I, _____, the (grantee/awardee/contractor) _____ agree to adopt the following policies with respect to the project being developed or services rendered at _____

M/WBE This organization will and will cause its contractors and subcontractors to take good faith actions to achieve the M/WBE contract participations goals set by the State for that area in which the State-funded project is located, by taking the following steps:

- (1) Actively and affirmatively solicit bids for contracts and subcontracts from qualified State certified MBEs or WBEs, including solicitations to M/WBE contractor associations.
- (2) Request a list of State-certified M/WBEs from AGENCY and solicit bids from them directly.
- (3) Ensure that plans, specifications, request for proposals and other documents used to secure bids will be made available in sufficient time for review by prospective M/WBEs.
- (4) Where feasible, divide the work into smaller portions to enhanced participations by M/WBEs and encourage the formation of joint venture and other partnerships among M/WBE contractors to enhance their participation.
- (5) Document and maintain records of bid solicitation, including those to M/WBEs and the results thereof. The Contractor will also maintain records of actions that its subcontractors have taken toward meeting M/WBE contract participation goals.
- (6) Ensure that progress payments to M/WBEs are made on a timely basis so that undue financial hardship is avoided, and that bonding and other credit requirements are waived or appropriate alternatives developed to encourage M/WBE participation.

EEO

- (a) This organization will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing programs of affirmative action to ensure that minority group members are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on state contracts.
- (b) This organization shall state in all solicitation or advertisements for employees that in the performance of the State contract all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex disability or marital status.
- (c) At the request of the contracting agency, this organization shall request each employment agency, labor union, or authorized representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of this organization's obligations herein.
- (d) The Contractor shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination provisions. The Contractor and subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.
- (e) This organization will include the provisions of sections (a) through (d) of this agreement in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the State contract

Agreed to this _____ day of _____, 2 _____

By _____

Print: _____ Title: _____

_____ is designated as the Minority Business Enterprise Liaison
(Name of Designated Liaison)

M/WBE Contract Goals

30% Minority and Women's Business Enterprise Participation

(Authorized Representative)

Title: _____

Date: _____

SCHEDULE A



The New NY Bridge Community Benefits Program Application

Instructions:

1. All highlighted fields must be filled in.
2. Save completed application to your computer.
3. If you need additional space for any field and/or want to provide supplementary material, you should attach this material to your e-mail when you send in this application.
4. Additional Instructions on how to submit this form can be found at the bottom of this form.

Note: Mac users, use Adobe Reader instead of Preview for best results.

Legal Name of Applicant or DBA **Village of Tarrytown**

Street Address **One Depot Plaza**

City **Tarrytown**

State **NY**

Zip Code **10591**

Contact Last Name **Blau**

Contact First Name **Michael**

Contact Title **Village Administrator**

Telephone Number **914-631-1785**

E-mail Address **mblau@tarrytowngov.com**

Alternate Contact Last Name **Hart**

Alternate Contact First Name **James**

Alternate Contact Title **Village Treasurer/Deputy Village Administrator**

Alternate Telephone Number **914-631-7873**

Alternate E-mail Address **jhart@tarrytowngov.com**

Type of Applicant ☒ Governmental Entity ☐ Private Entity 501(c)(3): ☐ Public Not-for-Profit ☐ Private Not-for-Profit

Project Relationship to New NY Bridge **Village is located on the eastern terminus of the Tappan Zee Bridge**

Project Location **Various locations in the Village of Tarrytown**

Project Description

The construction of the New New York bridge has generated additional traffic in the Village. The traffic issues occur throughout the Village, but one specific location that has proved problematic daily is at the office building at the Hudson Harbor development site on the Hudson River waterfront. Tappan Zee Constructors is utilizing the office building at the site and which generates traffic for more than 300 vehicles on a daily basis. This additional traffic which must traverse the sole bridge over the Metro North railroad tracks generates traffic problems for the residential, recreational, commuter and government (Department of Public Works and Parks and Recreation Department) who also utilize this bridge.

Project Benefits

The provision of funds will enable the Village to hire contractors (traffic control personnel) and to complete other traffic improvements to mitigate the impacts on the local road system of the Village caused by the construction of the New New York bridge.

Statement of Need

The construction of the New New York bridge has created problems for the Village in regards to traffic generated from the construction by the contractor as well as traffic generated by the actual construction (lane closures on the bridge; weather related backups; accident related backups). The Village does not have the funds to pay for the necessary mitigation efforts to address the traffic related issues. Funding will enable the Village to take the necessary action to help to address the impacts in the Village from the bridge construction.

Project Budget \$31,000 per year

Granted Funding
from Another Source? ☐ Yes ☒ No

If you answered yes, please provide other funding source and amount:

Other Funding Source

Other Funding Amount

Grant Request \$31,000 per year

Maximum characters allowed is 2,000.

Current State of Project
Development At the current time, the Village has not appropriated funds to mitigate the traffic impacts and as such, any vehicle driving through the Village during the periods impacted by the bridge construction are subject to delays.

Estimate Project Time line One year for each funding period

Signature Name Michael Blau

Date 12/08/2014

☒ I Agree By checking this box I certify the above statements to be true and correct, to the best of my knowledge, and that this information can be used for the purpose of processing this application.

Form Submission Instructions:

1. If you use a desktop e-mail client, such as Microsoft Outlook, Mail or Thunderbird, press the "Submit by E-mail" button and select "Desktop E-mail Application" then click OK. This should open your e-mail client with the e-mail address, subject line and this form automatically attached to a new e-mail message. Attach any other supplementary material.
2. If you use a web-based e-mail client, such as Yahoo!, Gmail, AOL or Hotmail, please save the form to your computer and compose an e-mail to: CommunityBenefits@newnybridge.com. Attach the saved form and any other supplementary material.
3. To send the form via U.S. Mail, save and print the form then mail it along with any other supplementary material to the address below:
Brian Conybeare
Special Advisor to the Governor for the New NY Bridge Project
303 South Broadway, Suite 413
Tarrytown, New York 10591



HUDSON
ENGINEERING
&
CONSULTING, P.C.

February 23, 2015

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

Re: Proposed Driveway & Curb Cut
59 Church Street

Dear Mr. Blau:

Regarding the above referenced project, enclosed herewith are:

- 1.) One (1) original signed and sealed construction plan entitled "59 Church Street Improvements, Village of Tarrytown, Town of Greenburgh, Westchester County, New York" dated October 3, 2014, as prepared by Hudson Engineering and Consulting, PC.
- 2.) One (1) original signed and sealed 11x17 construction plan entitled "59 Church Street Improvements, Village of Tarrytown, Town of Greenburgh, Westchester County, New York" dated October 3, 2014, as prepared by Hudson Engineering and Consulting, PC.

Our client is proposing to construct a new 12-foot wide driveway, including a new 12-foot wide curb cut to provide access to the property from Riverview avenue. The proposed driveway will extend from Riverview Avenue into the rear of the existing property.

Currently, our client has two parking permits (required) for on-street parking in this neighborhood. With the construction of the proposed driveway, parking will be provided for both vehicles on-site. As a result, the proposed driveway will free up one on-street parking space for the neighborhood.

As recommended by the Village Planning Board, we respectfully request if you could bring this project before the Board of Trustees for their review and approval of the proposed curb cut for access onto Riverview Avenue. We thank you for taking time out of your busy schedule to assist us with this matter. If you should require our presence at the next Board of Trustees meeting, or have any questions regarding the project, please do not hesitate to contact our office at (914) 909-0420, or via email at daniel@hudsonec.com.

Thank you.

Sincerely,

Daniel C. Collins, E.I.T.
Engineer



Tarrytown Fire Department

Chief: WILLIAM LOGAN, Jr.
First Assistant: TERENCE M. MURPHY
Second Assistant: KELLY MURPHY

Secretary
TERENCE MURPHY
Treasurer
JAMES KOVACS

www.tarrytownfd.org

February 24, 2015

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

Dear Mr. Blau,

On November 26th, 2014, the Tarrytown Fire Department sent a letter regarding the Board of Fire Wardens Request to amend Paragraph #2 stating "In case of emergency" but we did not receive any response to that request. When we were notified of the surplus vehicle going to the Fire Department as the new Deputy Fire Chief Vehicle, we were given another copy of the Deputy Fire Chief Vehicle Policy.

The Fire Chiefs are following up with that letter by requesting the Village Board of Trustees to reconsider the following amendment to the use of the current Deputy Chief Vehicle Policy.

Current Policy:

- 2. No other member of the Fire Department may use the Deputy Fire Chiefs' vehicle unless authorized by the Fire Chief, the 1st Assistant or the 2nd Assistant Fire Chief in the case of an emergency*

Proposed Amendment:

2. Any member of the Fire Department may use the Deputy Fire Chief Vehicle with the authorization of the Chief, 1st Assistant Chief, or the 2nd Assistant Chief for any and all emergencies, as well as fire prevention, training and equipment pick up/drop off.

We are not asking for this request change because we simply want it, we are requesting it simply because it will help in the functioning of the Fire Department when Chiefs and Deputy Chiefs are not readily available.

Reasons for the request:

1. **Fire Prevention** – Fire Department members are readily available to assist in transporting fire prevention materials to locations. We want to refrain from using the front line apparatus to transport materials just in case of an emergency arises and that apparatus may have to leave.



Tarrytown Fire Department

Chief: WILLIAM LOGAN, Jr.

First Assistant: TERENCE M. MURPHY

Second Assistant: KELLY MURPHY

Secretary

TERENCE MURPHY

Treasurer

JAMES KOVACS

www.tarrytownfd.org

2. **Training** – Fire Department members are training more and more these days and that involves the carrying of their Personal Protective Equipment (PPE) and necessary equipment (NE). However, in training our PPE and NE are being exposed to hazards that remain until they can be cleaned back at the firehouse. We feel that Fire Department members should avoid using their personal cars (especially if it's a family car) so that they do not leave behind remnants of the hazards therefore exposing their families to them. Each member will be required to clean out the Deputy Fire Chief Vehicle after each use for training transportation.
3. **Equipment Drop off/Pick up** – As you know we are a volunteer organization in which members have jobs at different hours of the day. Sometimes a Chief or Deputy Chief is unavailable to pick up or drop off equipment to and from local vendors, whereas we may have a Fire Department member available to complete these tasks.
4. **Trailing of Marine 5/Marine 31** – As always if the Marine units (M5/M31) need to be taken by trailer to another location and there is no Chief or Deputy Chief available this will allow a Fire Department member to complete this task.

Thank you for taking the time to review our policy request amendment.

Respectfully,

Kelly M Murphy
2nd Assistant Chief

Adopted on August 17, 2009

POLICY STATEMENT – DEPUTY FIRE CHIEF’S VEHICLE

Trustee Zollo moved, seconded by Trustee Butler, and unanimously carried that the following be approved: Approved: 5-0

WHEREAS, the Board of Trustees has for years provided a vehicle for the Fire Chief, the 1st Assistant Fire Chief and the 2nd Assistant Fire Chief; and

WHEREAS, when a new Fire Chiefs vehicle was purchased, one of the three existing Fire Chiefs vehicles was either sold or utilized by another Village of Tarrytown department, thereby either providing funds to the Village from the sale of the vehicle or avoiding a cost because the Village would not have to purchase a vehicle for the department where the Fire Chiefs vehicle taken out of active service with the Fire Department is utilized; and

WHEREAS, a number of years ago the Fire Department requested that the Fire Chiefs vehicle, which would have normally been taken out of service with the Fire Department, remain with the Fire Department to be utilized by the Fire Department as a back-up vehicle for the Fire Chiefs or for use by one of the Deputy Chiefs in emergency situations where the Fire Chiefs’ vehicles were unavailable; and

WHEREAS, the Board of Trustees agreed to the change requested by the Fire Department subject to specific requirements; and

WHEREAS, the Board of Trustees is willing to continue to allow the Fire Department to retain a fourth Fire Chiefs’ vehicle, subject to requirements which the Board of Trustees desires to include in a policy so that all parties are fully informed and aware and so that the parties will not request divergence from the policy requirements set forth herein.

NOW THEREFORE BE IT RESOLVED that the Board of Trustees of the Village of Tarrytown does hereby establish the following policy in regard to the provision of a Deputy Fire Chiefs’ vehicle.

POLICY

1. The Fire Chief’s vehicle that is normally taken out of active service in the Fire Department by the Village when a new Fire Chiefs’ vehicle is purchased may remain in service in the Fire Department. At no time, however, may more than one vehicle be used for this purpose. The vehicle may be used as a back-up vehicle for the Fire Chiefs’ vehicles should one of the Fire Chiefs’ vehicles require repair or may be used by one of the Deputy Fire Chiefs when a Deputy Fire Chief attends to a call for the fire service and the Fire Chief, the 1st Assistant Fire Chief and the 2nd Assistant Fire Chief are unavailable to respond to the call.

2. No other member of the Fire Department may use the Deputy Fire Chiefs’ vehicle unless authorized by the Fire Chief, the 1st Assistant Fire Chief or the 2nd Assistant Fire Chief in the case of an emergency.

3. The Village shall provide basic maintenance on the Deputy Fire Chiefs' vehicle. Basic maintenance shall include but not be limited to oil changes, filter replacement, tire replacement, windshield wipers, etc. Basic maintenance shall not include major repairs, which for the purposes of this policy shall include the purchase of any part over one hundred dollars (\$100).

4. Should the Fire Department make the decision to expend non-Village funds to pay for the repair, the Village's mechanics shall utilize the part(s) purchased from non-Village funds for that purpose. The use of Village staff and the timing of repairs shall be governed by #5 hereinbelow.

5. The repair of other Village owned vehicles shall take precedence over the repair of the Deputy Fire Chiefs' vehicle. The Village shall not expend any overtime monies for the repair of the Deputy Fire Chiefs' vehicle or incidental to the repair of the Deputy Fire Chiefs' vehicle. Should the repair work be sufficiently extensive that the Village's mechanics are unable to provide for the repair or the repair will consume too much of the time of the mechanic, thereby taking the mechanic away from the repair and maintenance of other Village vehicles, the Village will not pay for the repair. Decisions regarding whether the Village mechanic should repair the Deputy Fire Chiefs' vehicle are at the sole discretion of the Village Administrator. The Fire Department may decide to fund the repair from non-Village funds.

6. The Fire Department shall maintain a log associated with the use of the vehicle which shall include the following information:

- Date(s) of Use
- Fire Department Deputy Chief or Chief utilizing the vehicle
- Odometer readings each time the vehicle is taken and returned to parking lot.
- Reason for use of vehicle

7. Failure on the part of the Fire Department to comply with the requirements of this policy shall be a reason for eliminating the Deputy Fire Chief's vehicle.

February 4, 2015

**VILLAGE OF TARRYTOWN
ENVIRONMENTAL QUALITY REVIEW
SEQRA LEAD AGENCY DESIGNATION**

Please take notice that the Board of Trustees of the Village of Tarrytown is seeking Lead Agency status for the purposes of Article 8 (State Environmental Review Act) of the Environmental Conservation Law for the development of the RiverWalk Park Extension at Losee Park.

Please be advised that an Environmental Assessment has been prepared and is enclosed. The determination made for the proposed action is an Unlisted action.

The office of the Lead Agency is located at:

Village of Tarrytown
Michael Blau, Administrator
One Depot Plaza
Tarrytown, New York 10591
914-631-1785

Board of Trustees

Special Meeting

February 4, 2015

DECLARE INTENT TO BE LEAD AGENCY – RIVERWALK PARK EXTENSION IF
LOSEE PARK

Trustee Butler moved, seconded by Trustee Zollo and unanimously carried that the following resolution be approved. Approved: 7 – 0

BE IT RESOLVED that the Board of Trustees of the Village of Tarrytown does hereby declare its intent to be Lead Agency for the purposes of Article 8 (State Environmental Review Act) of the Environmental Conservation Law for the development of the RiverWalk Park Extension at Losee Park.

Short Environmental Assessment Form

Part 1 - Project Information

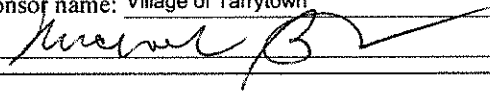
Instructions for Completing

Part 1 - Project Information. The applicant or project sponsor is responsible for the completion of Part 1. Responses become part of the application for approval or funding, are subject to public review, and may be subject to further verification. Complete Part 1 based on information currently available. If additional research or investigation would be needed to fully respond to any item, please answer as thoroughly as possible based on current information.

Complete all items in Part 1. You may also provide any additional information which you believe will be needed by or useful to the lead agency; attach additional pages as necessary to supplement any item.

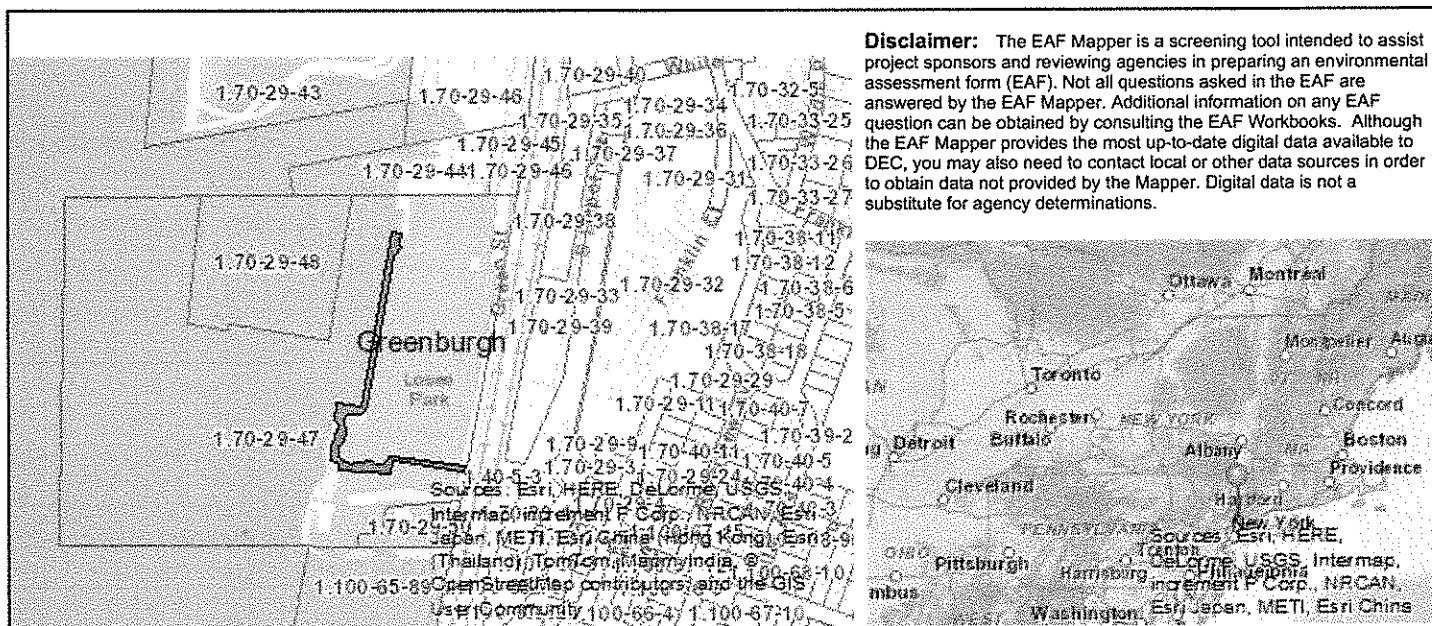
Part 1 - Project and Sponsor Information			
Name of Action or Project: RIVERWALK - LOSEE PARK			
Project Location (describe, and attach a location map): Along the edge of the Hudson River in Losee Park, which is located on the west side of Green Street in the Village of Tarrytown, New York.			
Brief Description of Proposed Action: Construction of a pathway and associated improvements in an existing Village park located on the Hudson River. The proposed pathway will become part of RiverWalk, a network of interconnected trailways along the Hudson River. Scope of work includes approximately: 1,220 linear feet of 8-foot wide asphalt pavement, 750 feet of decorative barrier rail, 550 feet of chain link fence, decorative lighting, signage, benches, landscaping and lawn restoration. The pathway will connect to existing sidewalks on the north side of the park which ultimately connect to other segments of RiverWalk. The Village of Tarrytown will enter into an intermunicipal agreement (IMA) with the County of Westchester whereby the Village will grant the County an easement over its park property and the Village will assume responsibility for maintenance and operation of the improvements. Under the IMA, the Village will also commit to affirmatively further fair and affordable housing within its jurisdiction in accordance with the housing settlement agreement of August 2009.			
Name of Applicant or Sponsor: Village of Tarrytown		Telephone: 914-631-1785 E-Mail: mblau@tarrytowngov.com	
Address: One Depot Plaza			
City/PO: Tarrytown		State: New York	Zip Code: 10591
1. Does the proposed action only involve the legislative adoption of a plan, local law, ordinance, administrative rule, or regulation? If Yes, attach a narrative description of the intent of the proposed action and the environmental resources that may be affected in the municipality and proceed to Part 2. If no, continue to question 2.			NO <input checked="" type="checkbox"/> YES <input type="checkbox"/>
2. Does the proposed action require a permit, approval or funding from any other governmental Agency? If Yes, list agency(s) name and permit or approval: County of Westchester - approval of an intermunicipal agreement/easement New York State Department of State 2012-2013 LWRP (EPF) grant			NO <input type="checkbox"/> YES <input checked="" type="checkbox"/>
3.a. Total acreage of the site of the proposed action?		1.76 acres	
b. Total acreage to be physically disturbed?		0.64 acres	
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor?		29.75 acres	
4. Check all land uses that occur on, adjoining and near the proposed action. <input type="checkbox"/> Urban <input type="checkbox"/> Rural (non-agriculture) <input checked="" type="checkbox"/> Industrial <input type="checkbox"/> Commercial <input type="checkbox"/> Residential (suburban) <input type="checkbox"/> Forest <input type="checkbox"/> Agriculture <input type="checkbox"/> Aquatic <input checked="" type="checkbox"/> Other (specify): Marina, Railroad <input checked="" type="checkbox"/> Parkland			

5. Is the proposed action, a. A permitted use under the zoning regulations?	NO <input type="checkbox"/>	YES <input checked="" type="checkbox"/>	N/A <input type="checkbox"/>
b. Consistent with the adopted comprehensive plan?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Is the proposed action consistent with the predominant character of the existing built or natural landscape?	NO <input type="checkbox"/>	YES <input checked="" type="checkbox"/>	
7. Is the site of the proposed action located in, or does it adjoin, a state listed Critical Environmental Area? If Yes, identify: Name:Hudson River, Reason:Exceptional or unique character, Agency:Westchester County, Date:1-31-90	NO <input type="checkbox"/>	YES <input checked="" type="checkbox"/>	
8. a. Will the proposed action result in a substantial increase in traffic above present levels?	NO <input checked="" type="checkbox"/>	YES <input type="checkbox"/>	
b. Are public transportation service(s) available at or near the site of the proposed action?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
c. Are any pedestrian accommodations or bicycle routes available on or near site of the proposed action?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
9. Does the proposed action meet or exceed the state energy code requirements? If the proposed action will exceed requirements, describe design features and technologies: Project will utilize energy-efficient light fixtures.	NO <input type="checkbox"/>	YES <input checked="" type="checkbox"/>	
10. Will the proposed action connect to an existing public/private water supply? If No, describe method for providing potable water: _____ N/A	NO <input type="checkbox"/>	YES <input type="checkbox"/>	
11. Will the proposed action connect to existing wastewater utilities? If No, describe method for providing wastewater treatment: _____ N/A	NO <input type="checkbox"/>	YES <input type="checkbox"/>	
12. a. Does the site contain a structure that is listed on either the State or National Register of Historic Places? b. Is the proposed action located in an archeological sensitive area?	NO <input checked="" type="checkbox"/> <input type="checkbox"/>	YES <input type="checkbox"/> <input checked="" type="checkbox"/>	
13. a. Does any portion of the site of the proposed action, or lands adjoining the proposed action, contain wetlands or other waterbodies regulated by a federal, state or local agency? b. Would the proposed action physically alter, or encroach into, any existing wetland or waterbody? If Yes, identify the wetland or waterbody and extent of alterations in square feet or acres: _____	NO <input type="checkbox"/> <input checked="" type="checkbox"/>	YES <input checked="" type="checkbox"/> <input type="checkbox"/>	
14. Identify the typical habitat types that occur on, or are likely to be found on the project site. Check all that apply: <input checked="" type="checkbox"/> Shoreline <input type="checkbox"/> Forest <input type="checkbox"/> Agricultural/grasslands <input type="checkbox"/> Early mid-successional <input type="checkbox"/> Wetland <input type="checkbox"/> Urban <input checked="" type="checkbox"/> Suburban			
15. Does the site of the proposed action contain any species of animal, or associated habitats, listed by the State or Federal government as threatened or endangered?	NO <input type="checkbox"/>	YES <input checked="" type="checkbox"/>	
16. Is the project site located in the 100 year flood plain?	NO <input type="checkbox"/>	YES <input checked="" type="checkbox"/>	
17. Will the proposed action create storm water discharge, either from point or non-point sources? If Yes, a. Will storm water discharges flow to adjacent properties? <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES b. Will storm water discharges be directed to established conveyance systems (runoff and storm drains)? If Yes, briefly describe: <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES	NO <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	YES <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/>	

18. Does the proposed action include construction or other activities that result in the impoundment of water or other liquids (e.g. retention pond, waste lagoon, dam)? If Yes, explain purpose and size: _____	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
19. Has the site of the proposed action or an adjoining property been the location of an active or closed solid waste management facility? If Yes, describe: _____	NO	YES
	<input checked="" type="checkbox"/>	<input type="checkbox"/>
20. Has the site of the proposed action or an adjoining property been the subject of remediation (ongoing or completed) for hazardous waste? If Yes, describe: _____	NO	YES
	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Per DEC Environmental Navigator: No remediation on site; nearest remediation is CE-Tarrytown MGP (Brownfield Cleanup Program) located on north side of West Main Street (approximately 0.4 mi. from project site).		
I AFFIRM THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE		
Applicant/sponsor name: Village of Tarrytown		Date: February 9, 2015
Signature: 		

EAF Mapper Summary Report

Monday, December 01, 2014 3:10 PM



Part 1 / Question 7 [Critical Environmental Area]	Yes
Part 1 / Question 7 [Critical Environmental Area - Identify]	Name:Hudson River, Reason:Exceptional or unique character, Agency:Westchester County, Date:1-31-90
Part 1 / Question 12a [National Register of Historic Places]	No
Part 1 / Question 12b [Archeological Sites]	Yes
Part 1 / Question 13a [Wetlands or Other Regulated Waterbodies]	Yes - Digital mapping information on local and federal wetlands and waterbodies is known to be incomplete. Refer to EAF Workbook.
Part 1 / Question 15 [Threatened or Endangered Animal]	Yes
Part 1 / Question 16 [100 Year Flood Plain]	Yes
Part 1 / Question 20 [Remediation Site]	Yes

Project: RiverWalk - Losee Park

Date: January 2015

Short Environmental Assessment Form

Part 2 - Impact Assessment

Part 2 is to be completed by the Lead Agency.

Answer all of the following questions in Part 2 using the information contained in Part 1 and other materials submitted by the project sponsor or otherwise available to the reviewer. When answering the questions the reviewer should be guided by the concept "Have my responses been reasonable considering the scale and context of the proposed action?"

	No, or small impact may occur	Moderate to large impact may occur
1. Will the proposed action create a material conflict with an adopted land use plan or zoning regulations?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. Will the proposed action result in a change in the use or intensity of use of land?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. Will the proposed action impair the character or quality of the existing community?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. Will the proposed action have an impact on the environmental characteristics that caused the establishment of a Critical Environmental Area (CEA)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5. Will the proposed action result in an adverse change in the existing level of traffic or affect existing infrastructure for mass transit, biking or walkway?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Will the proposed action cause an increase in the use of energy and it fails to incorporate reasonably available energy conservation or renewable energy opportunities?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
7. Will the proposed action impact existing:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
a. public / private water supplies?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. public / private wastewater treatment utilities?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
8. Will the proposed action impair the character or quality of important historic, archaeological, architectural or aesthetic resources?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
9. Will the proposed action result in an adverse change to natural resources (e.g., wetlands, waterbodies, groundwater, air quality, flora and fauna)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
10. Will the proposed action result in an increase in the potential for erosion, flooding or drainage problems?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
11. Will the proposed action create a hazard to environmental resources or human health?	<input checked="" type="checkbox"/>	<input type="checkbox"/>

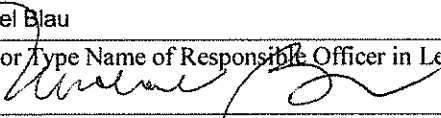
Short Environmental Assessment Form

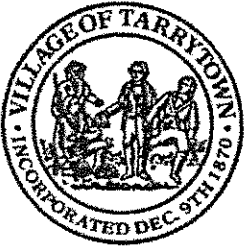
Part 3 Determination of Significance

For every question in Part 2 that was answered "moderate to large impact may occur", or if there is a need to explain why a particular element of the proposed action may or will not result in a significant adverse environmental impact, please complete Part 3. Part 3 should, in sufficient detail, identify the impact, including any measures or design elements that have been included by the project sponsor to avoid or reduce impacts. Part 3 should also explain how the lead agency determined that the impact may or will not be significant. Each potential impact should be assessed considering its setting, probability of occurring, duration, irreversibility, geographic scope and magnitude. Also consider the potential for short-term, long-term and cumulative impacts.

There will be no environmental impacts. The proposed walkway and park amenities will be constructed at an existing park consisting of lighted ball fields and surrounded by other development including a marina, parking areas and railroad line. Although located on the shoreline of the Hudson River, the park is constructed on fill, supported by a bulkhead. The pathway will be constructed on a level site, at grade, at least 5 feet or more from the bulkhead. Stormwater runoff from the pathway will be minimal and will be able to infiltrate into the grass on either side of the path. The project will enhance recreational opportunities by providing an additional segment of trailway along the Hudson River shoreline which will be open to the public.

Terms relating to affordable housing involve consistency with the County's model ordinance provisions, including a ban on local residency requirements and certain selective preferences, offering right of first refusal to the County for land acquired in rem to be used for fair housing, and a general commitment to measures that will actively further fair and affordable housing. Since these terms are general or procedural in nature, there are no specific impacts on the environment from these conditions in the IMA.

<input type="checkbox"/> <input checked="" type="checkbox"/>	<p>Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action may result in one or more potentially large or significant adverse impacts and an environmental impact statement is required.</p> <p>Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action will not result in any significant adverse environmental impacts.</p>
Village of Tarrytown <hr/> Name of Lead Agency	2/9/15 <hr/> Date
Michael Blau <hr/> Print or Type Name of Responsible Officer in Lead Agency	Village Administrator <hr/> Title of Responsible Officer
 <hr/> Signature of Responsible Officer in Lead Agency	 <hr/> Signature of Preparer (if different from Responsible Officer)



VILLAGE OF TARRYTOWN

One Depot Plaza, Tarrytown, New York 10591-3605

www.tarrytowngov.com

Mayor
DREW FIXELL
Deputy Mayor
THOMAS T. BASHER

Trustees
THOMAS BUTLER
ROBERT HOYT
MARY McGEE
REBECCA MCGOVERN
DOUGLAS ZOLLO

VILLAGE ADMINISTRATOR
914-631-1785
VILLAGE TREASURER
914-631-7873
VILLAGE CLERK
914-631-1652
VILLAGE ENGINEER/BUILDING INSPECTOR
914-631-3668
DEPT. OF PUBLIC WORKS
914-631-0356

FAX NO. 914-909-1208

February 13, 2015

Mr. Anthony Zaino
Westchester County Department
Of Planning
Michaelian Office Building
148 Martine Avenue
White Plains, New York 10601

Re Community Housing Infrastructure Investment Program (CHIIP)

Dear Anthony:

Reference is made to the letter dated February 6, 2015, from George Oros, Chief of Staff for the County Executive, to Mayor Drew Fixell regarding the above-noted program. In the letter from Chief of Staff Oros, he requests that the Village review the list of projects that would qualify for funding pursuant to the CHIIP. There was a request for the Village to determine which projects on the list the Board of Trustees would like to pursue for funding.

Please be advised that the Village Board of Trustees has directed that I write this letter to note their interest in pursuing all four projects listed in the spreadsheet included with Chief of Staff Oros' letter. The Village has adjusted the funding request to reflect increases in construction costs since the initial date of applications by the Village. The Village Board also recognizes that should funding be provided by the County, the Village is responsible for one-half the cost of the projects noted below. The projects and estimated costs in order of priority are as follows.

1. Wildey Street and Wood Court Neighborhood Sidewalks – Cost: \$460,000
2. Village Wide Sewer Manhole Rehabilitation – Cost: \$340,000
3. South Washington Street Neighborhood Sidewalks – Cost: \$337,385
4. Patriots Park Comprehensive Park Improvements – Cost \$284,165

Mr. Anthony Zaino
Page Two
February 13, 2015

Should you have any questions or comments regarding this letter, please do not hesitate to contact me.

Very truly yours,

VILLAGE OF TARRYTOWN

Michael S. Blau
Village Administrator

CC: Mr. George Oros, Chief of Staff
Mr. Edward Burroughs, Commissioner of Planning

WHEREAS, Westchester County is initiating the Community Housing Infrastructure Investment Program (CHIIP), and

WHEREAS, for 2015 projects eligible for County financial support will be selected from those projects previously submitted by local governments to the County under the CDBG program and subsequently recommended for funding, and

WHEREAS, the Village of Tarrytown had four projects which had been recommended for the CDBG funding, and

WHEREAS, projects selected for 2015 CHIIP funding will be funded at a maximum of 50% by the Westchester County CHIIP, and the Village would be responsible for the remaining funding

NOW, THEREFORE, BE IT RESOLVED, that the Village of Tarrytown hereby requests that the County of Westchester consider 2015 CHIIP funding for the following projects:

	<u>Total Estimated Project Cost</u>
1. Wildey Street and Wood Court Neighborhood Sidewalks	\$460,000
2. Village Wide Sewer Manhole Rehabilitation	\$340,000
3. South Washington Street Neighborhood Sidewalks	\$337,385
4. Patriots Park Comprehensive Park Improvements	\$284,165

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

TO: Mayor Fixell and the Board of Trustees
FROM: Michael Blau, Village Administrator
RE: Metro North Substation Construction
DATE: March 4, 2015

Based upon our discussion at the last Work Session, I sent an email to Mark Mannix, Director of Government Relations for MNRR voicing the concern of the Board regarding the loss of the additional 14 parking spaces in the Losee Park parking lot. MNRR has agreed to forego the use of the 14 parking spaces. Below please see the email correspondence. I have also included herewith the letter agreement that MNRR is requesting that the Village execute.

Email from Blau to Mannix

Mark – the Board discussed this last night and I was going to send you an email. We continue to receive complaints about the lack of parking spaces at the station and with the use of Green Street and the 3200 sf in the Losee Park parking lot, we will be losing 41 parking spaces. The Board is willing to work with MNRR on the loss of the 27 spaces on Green Street, but they are very concerned about the additional loss of the 14 spaces in the Losee Park parking lot.

Response from Mannix to Blau

Mike, MNR plans to work within the project limits thereby not affecting the (14) parking spaces in Losee Park. I revised the attached letter to reflect this change and to indicate that the Village would work with us in the event we need additional space provided it does not take away any more parking. Hope this does it. Please let me know, Thanks.



Metro-North Railroad

March 4, 2015 ~~December 19, 2014~~

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

RE: **Hudson Line Substation Upgrade, A-25 Tarrytown**

Dear Mike:

On October 18, 2013, a site visit was held with you, our Senior Facility Engineer and me near Green Street in the Village of Tarrytown to review the location of the new traction power substation at Tarrytown, and to discuss Metro-North's temporary use of Green Street and adjacent property for the construction work area. The new substation will replace the current one that flooded during Superstorm Sandy and will be approximately 22 feet above grade as compared to the existing substation that stands at 19 feet.

The substation will be located on the railroad right-of-way east of Green Street on the west side of the tracks, south of the Tarrytown Station. This letter confirms our understanding that during construction, approximately 340 feet of Green Street, which encompasses the parking spaces designated as numbers 1472 through 1499 (27 spaces) -will be closed to traffic and a temporary roadway will be constructed west of Green Street to accommodate vehicular traffic. This will allow local traffic patterns to be maintained and creation of a safe work area for the substation construction. There will be no impact to traffic as a result of the temporary roadway. After the construction is completed, Green Street will be re-opened, the temporary roadway will remain and the contractor will extend the paving (from the edge of the paved section of Green Street west to the edge of the fence line) to include the unimproved parking area adjacent to the fence line of Losee Park. Before Green Street is re-opened, Metro-North will also repave Green Street from the yacht club to the south through the construction area. Attached is the contract drawing #C1101, showing the proposed limits of the new street asphalt paving. In exchange for this work, the village will also assist Metro-North in identifying a construction staging area should the need arise provided it does not impact any additional parking. ~~provide use of approximately 3,200 square feet of the Losee Park parking lot for construction staging, including a trailer and parking for the duration of the project.~~

The approximate commencement date of work is the second quarter of 2015 with initial mobilization to begin in March. Metro-North will provide advance notice before work begins. It is estimated that the duration of the entire project will be up to 24 months with the Maintenance and Protection of Traffic Plan for Green Street being in place no longer than 10 months. Because this is related to a SANDY federal funding source, there is extensive oversight on the expenditures of these funds by the FTA.

Village of Tarrytown

| ~~December 19, 2014~~ March 4, 2015

Please feel free to contact me at (212) 340-3024, if I can be of further assistance.

Sincerely,

Mark Mannix
Senior Director, Corporate & Public Affairs

Agreed and Accepted to:

Michael Blau, Village Administrator

Attachment

cc: R. Benitez
J. Gillies
T. Ritz
M. Loney

J. Harrington
File