

**VILLAGE OF TARRYTOWN
BOARD OF TRUSTEES
WORK SESSION 6:00 P.M.
WEDNESDAY, NOVEMBER 1, 2023
Tarrytown Village Hall
One Depot Plaza, Tarrytown, New York**

Members of the public may attend in person or remotely. For those members of the public interested in viewing the meeting remotely visit:
<https://www.tarrytownny.gov/home/events/42681> for instructions on how to view via Zoom.

Action Item

1. Consolidated Engine Epoxy Floor Award

Open Session

2. Board of Trustees Concerns
3. Request for Compatible Use Permit – 220 White Plains Road Suite 585 – Professional Office with Accessory Laboratory
4. Bagging of Parking Meters for Holidays
5. Street Closures – Turkey Trot
6. Contract Renewal Proposal – Millennium Strategies
7. Purchase of New Loader and Authorization for Funding
8. Prisoner Transportation Agreement with Westchester County
9. IMA – Briarcliff Manor, Sleepy Hollow and Tarrytown – Tri Village Chlorination Project
10. TMC Recommendations
11. Updated Pilot Agreement for Franklin Towers
12. Renewal Agreement – CSEA Employee Benefits Fund
13. Request for Multiple 15-Minute Parking Spaces by 63 Main Street
14. IMA with Westchester County – Mobile Radios

Executive Session

- A. Tax Certiorari
- B. Elizabeth Mascia Child Care Center
- C. Advice of Counsel

Resolution to Authorize the Contract for Installation of an epoxy floor at Consolidated Engine Firehouse

WHEREAS, the Consolidated Engine Firehouse located at 177 Sheldon Avenue was constructed between 10 and 15 years ago; and

WHEREAS, at the time of construction, an epoxy coating was applied to the floor of the firehouse bay, which has since failed and is in need of replacement due to cracking, peeling and uplifting; and

WHEREAS, the City of White Plains engaged in the competitive bidding process to award contracts for certain materials, supplies and services that relates to the needed installation of the epoxy flooring, which bid contemplated other municipalities being able to utilize the contract under General Municipal Law § 103(16) (i.e. "piggybacking"); and

WHEREAS, White Plains awarded the bid on the basis of the lowest responsible bidder and/or best value to Gordian Group under Job Order Contract #903197; and

WHEREAS, the Board of Trustees desires to piggyback off of White Plains' contract with Gordian Group for the work to install a new epoxy floor at the Consolidated Engine Firehouse.

NOW THEREFORE BE IT RESOLVED the action of contracting with Gordian Group to install a new epoxy floor safety and moisture-barrier coating at the Consolidated Engine Firehouse at 177 Sheldon Avenue to replace an existing epoxy floor that is cracking, peeling and uplifting is a Type II action pursuant to the State Environmental Quality Review Act under 6 NYCRR 617.5(c)(2) and therefore no further environmental review is required; and

BE IT FURTHER RESOLVED that the Board of Trustees does hereby authorize the Village Administrator to enter into a contract with the Gordian Group for the installation of a modular block retaining wall for the total approximate contract amount of sixty thousand dollars, at a quoted amount of fifty nine thousand four hundred ninety eight dollars and eighteen cents (\$59,498.18), with adjustments that may be necessary based on field conditions and unit prices; and

BE IT FURTHER RESOLVED that the Village Administrator is authorized to execute an agreement for this work and he and the Village Engineer are hereby authorized to take the necessary and appropriate actions to proceed with this project, and that the Village Treasurer is authorized to appropriate and transfer the required funds from either the operating fund, General Fund Fund Balance or the future issuance of debt, as may be required to fund this project.



Job Order Contract

Contractor's Price Proposal Summary- Category

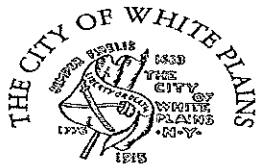
Work Order #: 120857.00
Title: Tarrytown Consolidated Fire House epoxy floor
Contractor: 903239 - ELQ Industries
Proposal Value: \$59,498.18
Proposal Name: Tarrytown Consolidated Fire House epoxy floor

To: Dan Panella
 CITY OF WHITE PLAINS - Village of Tarrytown
 One Depot Plaza
 Tarrytown, NY 10591

From: Tony Silva
 Chief Estimator
 ELQ Industries
 567 5th Ave
 New Rochelle, NY 10801

Drain:	\$ 209.13
Epoxy Flooring:	\$ 45276.40
Grind Floors:	\$ 12193.61
Parking Lines:	\$ 1005.69
Wall Protection:	\$ 813.35
Work Order Proposal Total	\$59498.18

This work order proposal total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding of the line totals and sub-totals.



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 Contractor: 903239 - ELQ Industries
 Proposal Value: \$59,498.18
 Proposal Name: Tarrytown Consolidated Fire House epoxy floor

CSI Number	Mod.	UOM	Description	Line Total
Drain				
1	23 21 13 23-2172	LF	4" Schedule 40 Polyvinyl Chloride (PVC) Pressure Pipe	\$209.13
			Installation	
		Quantity	Unit Price	Factor
		8.00	\$20.93	1.2490
		x	x	=
				Total
				\$209.13
Subtotal for Drain:				\$209.13
Epoxy Flooring				
2	01 22 16 00-0002	EA	Reimbursable Fees Reimbursable Fees will be paid to the contractor for eligible costs. Insert the appropriate quantity to adjust the base cost to the actual Reimbursable Fee. If there are multiple Reimbursable Fees, list each one separately and add a comment in the "note" block to identify the Reimbursable Fee (e.g. sidewalk closure, road cut, various permits, extended warranty, expedited shipping costs, etc.). A copy of each receipt shall be submitted with the Price Proposal.	\$1012.99
			Installation	
		Quantity	Unit Price	Factor
		1,012.99	\$1.00	1.0000
		x	x	=
				Total
				\$1,012.99
		User Note: Price adjustment for 6 inch epoxy base. CTC only has 4"		
3	03 35 43 00-0003	SF	Mechanically Grind Concrete Floor With 80 Grit Metal Bonded Diamond Wheels	\$2970.92
			Installation	
		Quantity	Unit Price	Factor
		1,496.00	\$1.59	1.2490
		x	x	=
				Total
				\$2,970.92
4	03 35 43 00-0003	0061	SF For >1,000 To 2,500, Add	\$3531.47
			Installation	
		Quantity	Unit Price	Factor
		1,496.00	\$1.89	1.2490
		x	x	=
				Total
				\$3,531.47
5	09 67 23 00-0003	SF	3/16" Chemical Resistant (10,000 To 12,000 PSI) Epoxy Flooring Trowel Applied Mortar Compound	\$33427.54
			Installation	
		Quantity	Unit Price	Factor
		1,496.00	\$17.89	1.2490
		x	x	=
				Total
				\$33,427.54
6	09 67 23 00-0003	0163	SF For Skid Resistant, Orange Peel Texture, Non-Abrasive Topping, Add	\$186.85
			Installation	
		Quantity	Unit Price	Factor
		1,496.00	\$0.10	1.2490
		x	x	=
				Total
				\$186.85
7	09 67 23 00-0003	0166	SF For >1,000 To 2,000, Add	\$2111.41
			Installation	
		Quantity	Unit Price	Factor
		1,496.00	\$1.13	1.2490
		x	x	=
				Total
				\$2,111.41
8	09 67 23 00-0008	LF	4" Troweled Cove Base	\$1685.85
			Installation	
		Quantity	Unit Price	Factor
		148.00	\$9.12	1.2490
		x	x	=
				Total
				\$1,685.85
9	09 67 23 00-0008	0163	LF For Skid Resistant, Orange Peel Texture, Non-Abrasive Topping, Add	\$9.24
			Installation	
		Quantity	Unit Price	Factor
		148.00	\$0.05	1.2490
		x	x	=
				Total
				\$9.24



Contractor's Price Proposal Detail- Category Continued..

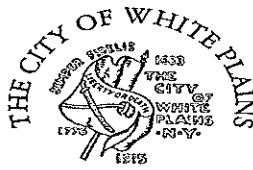
Work Order #: 120857.00
 Title Tarrytown Consolidated Fire House epoxy floor

CSI Number	Mod.	UOM	Description	Line Total		
Epoxy Flooring						
10	09 67 23 00-0008	0164	LF For Up To 500, Add	\$340.13		
			Quantity	Unit Price	Factor	Total
		Installation	148.00 x	\$1.84 x	1.2490 =	\$340.13
Subtotal for Epoxy Flooring:				\$45276.40		

Grind Floors						
11	01 22 20 00-0008		HR Cement MasonFor tasks not included in the Construction Task Catalog® and as directed by owner only.	\$8745.50		
			Quantity	Unit Price	Factor	Total
		Installation	72.00 x	\$97.25 x	1.2490 =	\$8,745.50
		User Note: Labor to pitch floors towards drains				
12	01 22 20 00-0008	0002	HR For Foreman, Add	\$145.68		
			Quantity	Unit Price	Factor	Total
		Installation	24.00 x	\$4.86 x	1.2490 =	\$145.68
13	01 22 20 00-0045		HR Senior Surveyor (Party Chief)	\$170.59		
			Quantity	Unit Price	Factor	Total
		Installation	1.00 x	\$136.58 x	1.2490 =	\$170.59
		User Note: Joe to Determine High Point				
14	01 22 20 00-0046		HR Surveyor (Rod person)	\$109.97		
			Quantity	Unit Price	Factor	Total
		Installation	1.00 x	\$88.05 x	1.2490 =	\$109.97
		User Note: Joe to Determine High Point				
15	03 00 00 00-0010		EA Tarrytown Floor Grinder	\$3021.87		
			Quantity	Unit Price	Factor	Total
		NPP Tasks Installation	1.00 x	\$3,021.87 x	1.0000 =	\$3,021.87
		User Note: Floor grinder for 1 week				
Subtotal for Grind Floors:				\$12193.61		

Parking Lines						
16	01 22 20 00-0019		HR Painter, OrdinaryFor tasks not included in the Construction Task Catalog® and as directed by owner only.	\$957.83		
			Quantity	Unit Price	Factor	Total
		Installation	8.00 x	\$95.86 x	1.2490 =	\$957.83
		User Note: 1 painter for one day for parking stripes				
17	01 22 20 00-0019	0002	HR For Foreman, Add	\$47.86		
			Quantity	Unit Price	Factor	Total
		Installation	8.00 x	\$4.79 x	1.2490 =	\$47.86
Subtotal for Parking Lines:				\$1005.69		

Action 7/10/21



Contractor's Price Proposal Detail- Category Continued..

Work Order #: 120857.00
Title Tarrytown Consolidated Fire House epoxy floor

CSI Number	Mod.	UOM	Description	Line Total												
Wall Protection																
18	01 56 16 00-0003	SF	6 Mil, Plastic Sheeting, Applied To Walls	\$813.35												
			<table border="0"> <tr> <td>Installation</td> <td>Quantity</td> <td></td> <td>Unit Price</td> <td>Factor</td> <td>Total</td> </tr> <tr> <td></td> <td>1,480.00</td> <td>x</td> <td>\$0.44</td> <td>x 1.2490 =</td> <td>\$813.35</td> </tr> </table>	Installation	Quantity		Unit Price	Factor	Total		1,480.00	x	\$0.44	x 1.2490 =	\$813.35	
Installation	Quantity		Unit Price	Factor	Total											
	1,480.00	x	\$0.44	x 1.2490 =	\$813.35											
			User Note: wall protection													
Subtotal for Wall Protection:				\$813.35												
Work Order Proposal Total				\$59498.18												

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The Percent of NPP on this Proposal: 5.08%



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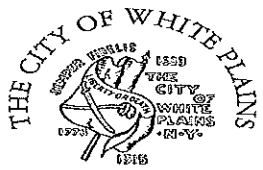
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Approved for



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9	09 67 23 00-0008	0163	LF For Skid Resistant, Orange Peel Texture, Non-Abrasive Topping, Add	\$9.24
		Installation	Quantity: 148.00 x, Unit Price: \$0.05 x, Factor: 1.2490 =	Total: \$9.24

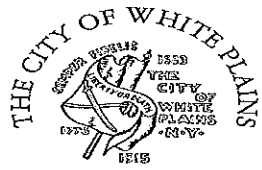


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			Quantity Unit Price Factor Total		
		Installation	1,480.00 x \$0.44 x 1.2490 =	\$813.35	
		User Note: wall protection			

Subtotal for Wall Protection: \$813.35

Work Order Proposal Total \$59498.18

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The Percent of NPP on this Proposal: 5.08%

**Village of Tarrytown
Planning Board****Memo**

To: Mayor and Board of Trustees

From: Village Planning Board

CC: Kathy Zalantis, Dan Pennella, Lizabeth Meszaros

Date: 10/24/23

Re: Recommendation for Compatible Use Permit (CUP) for the conversion of professional office space to general office space and the conversion of space for a laboratory as accessory use at 220 White Plains Road, Suite 585 in the Mixed-Use zone.

Proposed Action

The Planning Board received an application for site plan review which was the subject of a public hearing on October 23, 2023. The Applicant, Dr. R.N. Bhargava, is the current tenant of the approximately 4,000 sf office suite 585 located at 220 White Plains Road. He is also the CEO of Integrated Nano-Magnetics Inc. (INM), the firm which will be conducting research at the laboratory. The applicant is seeking site plan approval for the conversion of professional office space to general office space as a principal use and the conversion of the existing central conference room into a research and development laboratory as an accessory use.

The proposed laboratory use will be 975 sf or 25% of the total tenant space of approximately 4,000 sf. and less than 1% of the overall building sf. The laboratory space will require a *Compatible Use Permit (CUP)* from the Village Board of Trustees. All of the renovations will be interior with no exterior work. There was no public comment made at the public hearing.

Project Background

Integrated Nano-Magnetics Inc. (INM) is a nanotechnology company, which has synthesized a new magnetic material for permanent magnets from transition metals in water-based chemistry. The INM's 'Green' nanotechnology proposes to displace the toxic Chinese Rare-Earth Permanent Magnet. INM's patented technology uses impurity (dopant) controlled spin control for powerful magnets.

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Research and development of Magnetic Nanopowder will be performed at INM's laboratory with no generation of any toxic waste or production of any toxic particulates in the exhaust system. INM is currently privately funded and currently negotiating grants from the National Science Foundation. *The Applicant has provided additional information on the Nobel Prize in Chemistry awarded in 2023.*

The Planning Board has reviewed the application's submission and related materials for site plan approval. The Planning Board has reviewed the plans for the conversion of the existing central conference area into a laboratory. There is no medical use of the facility and no overnight stays. The laboratory is designed for testing and research purposes. Applicant will only do interior renovations within the building space as shown on the submitted drawing.

All uses in the Mixed -Use district require a CUP from the Board of Trustees. In addition, an air emissions permit from Westchester County Department of Health is also required for the proposed use.

The Applicant has provided an Environmental Clearance form which shows no environmental impacts since alterations are interior with no impact to the exterior. At its meeting on 10/23/23, the Planning Board determined that the proposed action was a Type II action under NYS DEC 617.5 (c)(7) "*construction or expansion of a primary or accessory/appurtenant, non-residential structure or facility involving less than 4,000 square feet of gross floor area and not involving a change in zoning or a use variance and consistent with local land use controls.*" Therefore, no further SEQRA review is necessary.

Standards

Research laboratories and pilot experimental facilities for processing or assembling units or products resulting from research, experimental and developmental work on one premises of such laboratory and for the assembly of other related units, equipment or tools incidental thereto, are allowed in the Mixed -Use district per § 305-35 B (9) provided that the following conditions are met.

The Applicant has addressed the following conditions to permit the accessory use of the proposed laboratory at the premises in 220 White Plains Road use:

- (a) The processing or assembling requires the participation of the technical staff of such a laboratory. (This condition applies to and is met by the application)*
- (b) Such assembled or experimental processed units shall consist of only small quantities of test or trial products, models, or prototypes of newly developed or redesigned products. (This condition applies to and is met by the application.)*

(c) Such a pilot assembly or processing facility shall not occupy an area of greater than 10% of the total lot area. (The laboratory is 975 sf which is less than 1% of the overall building sf. This condition applies to and is met by the application.)

Recommendation

The Planning Board has reviewed the compliance of the proposed use with the standards set forth for a Comparable Use Permit in §305-35 B (9). The existing Office Park consists of two office buildings which have significant vacancy rates. The Applicant’s proposed operation will occupy a small space within an existing building. The existing parking area and access roads have been designed for full occupancy of the office buildings. The roads and parking are more than adequate to accommodate the anticipated usage of Applicant’s proposed operation. Applicant is only proposing interior renovations with no exterior lighting or other changes. There will be no ground disturbance and no impact on drainage. There will be no overnight stays, nor will there be any emergency, surgical or diagnostic procedures at this office facility. The proposed facility is on the 5th floor. The proposed use at this location is consistent with the Village’s Comprehensive Plan (2018) to encourage research and development opportunities along the Route 119 corridor.

The Planning Board is of the opinion that the proposed use meets these standards and recommends that the Board of Trustees approve a Compatible Use Permit for the research and testing laboratory at Suite 585 in the 2020 White Plains Road building in the Mixed-Use (MU) district. The Applicant has also indicated that will be no generation of any toxic waste or production of any toxic particulates in the exhaust system. The Applicant is also required to obtain an air emissions permit from the Westchester County Department of Health prior to opening the facility. The Planning Board has also determined that the Project meets the proposed Site Plan design and standards in Chapter 305, Article XVI (Site Development Plan Review) and is ready to approve the Site Plan Resolution for this project once the Board of Trustees have approved the CUP.

3



October 16, 2023

Tarrytown Building Department
Karen Brown, Mayor
One Depot Plaza
Tarrytown, NY 10591

RECEIVED

OCT 23 2023

TARRYTOWN VILLAGE ADMINISTRATOR

Re: 220 White Plains Rd, Suite 585
Tarrytown, NY 10591
S/B/L 1.201/122/7

Dear Mayor Brown & Board of Trustees,

The attached request is for a compatible use permit for the conversion of existing professional office space to office as principal use and laboratory as accessory. Pursuant to section 305-35 of the Tarrytown Zoning Code, the Mixed Use MU Zone allows for (A.) general office use permitted as principal use and (B.-9) for research laboratories for processing or assembling units or products from research, experimental and developmental work on one premises of such laboratory and for the assembly of other related units, equipment or tools incidental thereto, provided that:

- (a) The processing or assembling requires the participation of the technical staff of such laboratory. *(This condition applies to the application)*
- (b) Such assembled or experimental processed units shall consist of only small quantities of test or trial products, models, or prototypes of newly developed or redesigned products for the following purpose; testing the characteristics and qualities of such products & determining the technical feasibility of using the product design or assembly process on a full-scale repetitive production basis. *(This condition applies to the application)*
- (c) Such pilot assembly or processing facility shall not occupy an area of greater than 10% of the total lot area. *(This condition applies to the application)*

All uses with the MU Zone require a compatible use permit.

Please find enclosed the following supporting documents for your review:

- A. Pen Drive containing cover letter & site plan in digital format
- B. (7) Hard Copies of the Submission Documents noted above
- C. \$600 Compatible use Application Filing Fee

If you have any questions or require further information please do not hesitate to contact us.

Respectfully,

Danielle DeVito, AIA

3

Nobel Prize awarded for discovery of quantum dots that changed everything from TV displays to cancer imaging

By Christian Edwards, [Katie Hunt](#) and Ed Upright, CNN

Updated 8:02 AM EDT, Wed October 4, 2023

The 2023 Nobel Prize in chemistry has been awarded to a trio of scientists who worked to discover and develop quantum dots, used in LED lights and TV screens, as well as by surgeons when removing cancer tissue.

Moungi Bawendi, Louis Brus and Alexei Ekimov were lauded as “pioneers in the exploration of the nanoworld” by the Nobel committee for chemistry as it announced the prize in Swedish capital Stockholm on Wednesday.

“For a long time, nobody thought you could ever actually make such small particles. But this year’s laureates succeeded,” said Johan Aqvist, chair of the committee.

Bawendi, a professor at the Massachusetts Institute of Technology, and Brus, professor emeritus at Columbia University, are American. Ekimov is Russian and works for Nanocrystals Technology Inc., which is based in New York.

Dr. Ekimov moved from St Petersburg, Russia in late 1990’s and joined Nanocrystals Technology in New York founded by Dr. Rameshwar Bhargava to pursue his passion. Nanocrystals Technology as the predecessor to Nanotheranostics, Inc and Integrated Nanomagnetism Corp. The work carried out in Nanocrystals Technology modulated the properties of quantum dots in a major way by introducing a single dopant in the quantum dot. This breakthrough discovery has opened the door for efficient targeted drug delivery for the cure of cancer and to fabricate powerful permanent magnets without the use rare-earth elements for electric vehicles. Currently, permanent magnets use rare-earth elements, whose purification and production, is controlled 95% by China. This will eliminate the serious supply chain problem of permanent magnets throughout world.

Ramesh Bhargava

Rnbhargava39@gmail.com, cell: 914-420-2508



VILLAGE OF TARRYTOWN

One Depot Plaza, Tarrytown, New York 10591-3199

CHECKLIST FOR SITE PLAN SUBMISSION

Applicant Name: Dr. R.N. Bhargava **Proposed Project Address:** 220 White Plains Road, Ste 585

A building permit must be filed and reviewed by the Building Department prior to submitting a site plan application.

Checks for Applicable fees and for Escrow

Applicant must submit One (1) complete application with entire plans in Digital Format (pdf.) with Twelve (12) paper copies of the following:

Cover letter: (a) describing/introducing the Project; (b) listing all materials submitted; and (c) providing a narrative: (i) detailing the reasons the Board should consider granting any requested waivers; and (ii) giving further detail on Environmental Clearance Form items

Completed Site Plan Application Form with Completed Checklist

Completed Building Permit Application with Denial Letter

Completed Environmental Assessment Form (use Long Form EAF for Type I Actions)

Completed Zoning Compliance Form indicating any necessary variances *(Not Applicable)*

Completed Environmental Clearance Form

Copy of all easements and restrictive covenants both in place and proposed *(Not Applicable)*

Proposed site plan set complying with Village of Tarrytown Zoning Code Article XVI and prepared by a N.Y.S. licensed professional (with plans folded to 8 1/2" x 11" with title box showing) that should include the following:

- a. Cover Sheet
- b. Boundary and certified topographical survey of property, including survey of existing trees and structures
- c. Site Plan (must have any steep slopes (slopes 25% or greater), wetlands and wetland buffers, ridge lines and hilltops clearly delineated)
- d. Detailed elevation plans for any proposed buildings/structures
- e. Streetscape (photo montage or line drawing showing elevations)
- f. Stormwater/Drainage Plan (must consider green infrastructure)
- g. Site Grading/Utility plan
- h. Erosion and Sediment Control Plan
- i. **Separate** Landscaping plan (all plantings should be of non-invasive native species and new trees must be 4" caliper or greater)
- j. Tree removal plan
- k. Lighting Plan
- l. Details
- m. Projection of Utility Costs

Letter of Explanation: if all plans (a-m) are not submitted, a letter from a N.Y.S. licensed professional must be provided detailing the reason (for example: "f, h, i, j, k not submitted as the application involves only interior renovation to an existing commercial space.")

R.N. Bhargava
Applicant's Signature

10.1.2023
Date

Planning Application #: _____

Application Received: _____

Fee Amount: \$ _____

Check #: _____

Date: _____

(For Village Use Only)

VILLAGE OF TARRYTOWN

**APPLICATION FOR SITE PLAN REVIEW
BY THE PLANNING BOARD**

Application Fees: \$600.00 + \$60.00 each dwelling unit + \$30.00 per parking space +
Escrow Fee: \$2,500.00 to be submitted with application.
(Additional escrow may be determined by Planning Board)

TO THE PLANNING BOARD:

Application is hereby made for site plan review of the following proposed project (note that this Application must be made in the name of the person or entity that has a possessory interest in the Property such as the property owner, tenant or contract vendee and not in the name of the Applicant's representatives such as an architect):

1. Property:

a. Description of Property (tax map designation):

Sheet 1.201 Block 122 Lot 7 or Parcel _____ Zone MU

b. Property's Post Office Address: 220 White Plains Road Suite 585

2. Record Owner of Property:

Name: Tallyrand LLC (Aryeh Becker)

Address: 15 America Avenue Suite 100 Lakewood, NJ 08701

Daytime Telephone: 732-987-4117

****If title was acquired within the past two years, a copy of the Deed must be submitted**

3. Applicant:

Name: Dr. R.N. Bhargava

Address: 5 Morningside Ct. Ossining, NY 10562

Daytime Telephone: 914-420-2508

4. Applicant's Interest in the Property:

a. Is the Applicant the Record Owner of the Property? YES or NO
IF YES, SKIP TO QUESTION 5

b. If Applicant is not the Record Owner of the Property, provide the information requested in subsections 1 and 2 below

1. Describe your relationship to the property (i.e. tenant, contract vendee, etc.) and the date said relationship commenced:

Tenant

2. The following CONSENT OF OWNER STATEMENT must be completed and signed by the Record Owner of the Property:

CONSENT OF OWNER STATEMENT

I, Aryeh Becker, am the Record Owner of the Property identified in this application or a duly authorized officer, shareholder or member of the Record Owner of the Property identified in this application. I have reviewed the completed application packet seeking site plan approval and acknowledge that the Applicant is seeking site plan approval in connection with my property (or the Property I retain a duly authorized interest in). I consent and authorize Dr RN Bhargava (the Applicant) to seek site plan approval for the property from the Village of Tarrytown Planning Board.

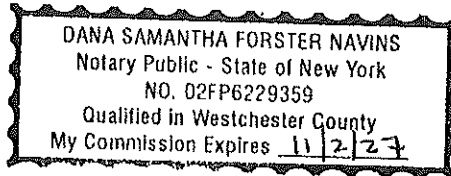
[Signature]

PRINT NAME: Aryeh Becker BARUCH STATE

Sworn to before me this 26 day of September, 2023

[Signature]

NOTARY PUBLIC



5. Description of Project:

A. Fully describe the proposed project. Attach additional information and drawings as required by Chapter 305 of the Zoning Code (see also Checklist Requirements for Site Plan submission).

A topographic map MUST be included with this application and slopes of 25% or greater must be delineated:

Convert existing office space to office space with laboratory as accessory.

B Does the project propose 5,000 square feet or more of new or renovated floor area or 10,000 square feet or more of land disturbance? YES or NO

3

C. Check the box if the subject property is within 500 feet of:

- A boundary of a city, town, or village
- A boundary of an existing or proposed state or county park or any other state/county recreation area
- The right-of-way of an existing or proposed state or county road
- An existing or proposed county drainage channel line
- The boundary of state or county owned land on which a public building/institution is located
- The boundary of a farm located in an agricultural district

6. Historic Designation:

Is the Property or any building or feature on the Property historically designated?
___ YES or ✓ NO

IF YES, specify the nature of the historical designation and provide specific details:

7. Duly Authorized Representatives:

For both the Record Owner and Non-Record Owner Applicants, if someone else is authorized to act as your representative before this Board (including an attorney, architect, engineer or other consultant), provide his or her contact information:

Name: Ed Gowran / JLS Management Corp
 Address: 1048 Dobbs Ferry Road White Plains, NY 10607
 Telephone: _____

Name: Danielle DeVito / Pencil Projects Architecture Studio
 Address: 981 Main Street New Rochelle, NY 10801
 Telephone: (914) 355-7379

(Use Rider if additional representative information).

8. E-mail address: edgowrancarpentry@hotmail.com

Please check if preferred form of communication

Signature of Applicant: *R. W. Edgeman*

Date: 10.1.23

617.20
Appendix B
Short Environmental Assessment Form

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:			
Project Location (describe, and attach a location map): 220 White Plains Road, Ste 585			
Brief Description of Proposed Action: Convert Existing Office Space to office/Laboratory as accessory use			
Name of Applicant or Sponsor: Dr R.N. Bhargava		Telephone: 914-420-2508	
		E-Mail: rnbhargava39@gmail.com	
Address: 5 Morningside Ct			
City/PO: Ossining		State: NY	Zip Code: 10562
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 YES <input checked="" type="checkbox"/> <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:			NO YES <input checked="" type="checkbox"/> <input type="checkbox"/>
3.a. Total acreage of the site of the proposed action?		_____ acres	
b. Total acreage to be physically disturbed?		0 _____ acres	
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor?		_____ 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 type="checkbox"/> Industrial <input checked="" type="checkbox"/> Commercial <input type="checkbox"/> Residential (suburban) <input type="checkbox"/> Forest <input type="checkbox"/> Agriculture <input type="checkbox"/> Aquatic <input type="checkbox"/> Other (specify): _____ <input type="checkbox"/> Parkland			

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 checked="" type="checkbox"/>	<input type="checkbox"/>
I AFFIRM THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE		
Applicant/sponsor name: <u>Dr R.N. Bhargava</u>	Date: <u>10.1.23</u>	
Signature: <u>RNBhargava</u>		

Part 2 - Impact Assessment. The Lead Agency is responsible for the completion of Part 2. 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: 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"/>

	No, or small impact may occur	Moderate to large impact may occur
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"/>

Part 3 - Determination of significance. The Lead Agency is responsible for the completion of Part 3. 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.

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.

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.

Name of Lead Agency _____ Date _____

Print or Type Name of Responsible Officer in Lead Agency _____ Title of Responsible Officer _____

Signature of Responsible Officer in Lead Agency _____ Signature of Preparer (if different from Responsible Officer) _____

PRINT



3

Letter of Explanation

Re: Site Plan Application
Integrated NanoMagnetics, Inc (INM)
220 White Plains Rd, Suite 585
Tarrytown, NY 10591
S/B/L 1.201/122/7

Integrated Nano-Magnetics Inc. (INM), is a nanotechnology company, which has synthesized a new magnetic material for permanent magnets from transition metals (e.g. Fe, Mn, Co or Ni) in water based chemistry. The INM's 'Green' nanotechnology proposes to displace the toxic Chinese Rare-Earth Permanent Magnet. INM's patented technology uses impurity (dopant) controlled spin control for the powerful magnets.

Research and development of Magnetic Nanopowder will be performed at INM's laboratory located in suite 585, 220 White Plains Road, Tarrytown with no generation of any toxic waste or production of any toxic particulates in the exhaust system. INM is currently privately funded and currently negotiating grants from the National Science Foundation.

1. There are not substantial unique characteristics or conditions peculiar to the site. All applications in the MU zone require compatible use permits.
2. The existing office requires very minimal alterations to convert the existing central conference room to the research and development laboratory. (Total SF of laboratory +/- 975 SF, which is approx +/-25 % of the overall occupied space of Integrated Nanomagnetics, Inc office and **less than 1%** of the overall building SF.
3. The approval of this application will have no negative impact on the character of the existing building or the existing office park or on the public welfare. The accessory use is compatible with other tenants at the office park including ENT and Allergy Associates, Davita and others.

The following application includes location and site diagrams, and reference maps as indicated for the site plan application however, the application consists of an interior conversion of existing professional office space within 200 White Plains Road, Suite 585 from office use to office as principal use and laboratory as accessory. The application does not include any alterations, developments, or changes to the existing site, intensity, traffic, stormwater or grading conditions at the existing office park.

- a. Cover Sheet is Provided as T-100
- b. Topographic maps are included for reference only, there are no exterior alterations or site improvements proposed.
- c. Wetland and Steep slope maps are included for reference only, there are no exterior alterations or site improvements proposed.
- d. There are not exterior elevations included in set as there are no exterior alterations or improvements to the building proposed. Photos have been provided for reference.
- e. A streetspace is not included as there are no exterior alterations or improvements to the exterior of the building proposed.

(cont..)

- f. Stormwater / Drainage plans are not included as there are no exterior alterations or site improvements proposed.
- g. Site Grading / Utility plans are not included as there are no exterior alterations or site improvements proposed.
- h. Erosion / Sediment Control Plans are not included as there are no exterior alterations or site improvements proposed.
- i. Landscaping plans are not included as there are no exterior alterations or site improvements proposed.
- j. A tree removal plan is not included as there are no proposed trees for removal.
- k. A lighting plan is not included as there are no exterior alterations or site improvements proposed.
- l. Site details are not included as there are no exterior alterations or site improvements proposed.
- m. Projected utility costs are not included as there are no exterior alterations or site improvements proposed.

Respectfully,

A handwritten signature in black ink, appearing to read "Danielle DeVito". The signature is fluid and cursive, with a prominent initial "D".

Danielle DeVito, RA



VILLAGE OF TARRYTOWN
BUILDING DEPARTMENT

ENGINEERING * PLANNING * ZONING * ARB

One Depot Plaza, Tarrytown, New York 10591-3199

Telephone (914) 631-3668 Fax (914) 631-1571

www.tarrytowngov.com

May 26, 2021

Tallyrand, LLC.
15 America Ave., Suite 110
Lakewood, NJ 08701

RE: Application 2021-9933: Conversion of a professional office to a research laboratory
220 White Plains Road - Suite 585

LETTER OF PERMIT DENIAL

PLEASE TAKE NOTICE that your application and plans prepared by Samuel Z. Fligman for alterations to convert an existing professional office space to an office as principal use and laboratory as an accessory use located at 220 White Plains Road, Suite 585, Sheet 1.201 Block 122, Lot 7, in the **MU Zoning District** in the Village of Tarrytown, has been denied due to the required Board approvals listed below.

- **Planning Board: §305-35. A. (3)(a). Mixed Use MU Zone.** Permitted principal uses. They shall be subject to site plan approval from the Planning Board and the concurrence of the Board of Trustees as set forth in Article XV.

Board of Trustees: §305-18. C.(1) & §305-129.C(1)(a). Compatible use permits. All uses in the MU District require a compatible use permit. (See Article XV.)

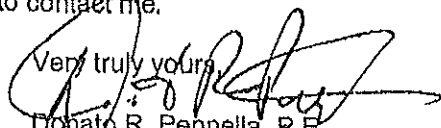
§305-129.C(2)(b)[9]. Permitted accessory uses shall be as follows: [9] "Research laboratories, and pilot experimental facilities for processing or assembling units resulting from research, experimental and developmental work on one premises of such laboratory and for the assembly of other related units, equipment or tools incidental thereto, provided that:"

Please revise your plans to reflect a use that is permitted and fully compliant with the section(s) of the Zoning Code referenced above. Alternatively, in accordance with Zoning Code § 305-109 and 305-118 and NY Village Law § 7-712-a, you may submit an application to the Village of Tarrytown Zoning Board of Appeals within 60 days of the date of this letter seeking (1) to appeal this interpretation of the application and/or (2) seek variances from the provision(s) of the Code referenced above.

In addition, authorization from the property owner of record, Talleyrand LLC, c/o Highstone Equity Group a duly executed proxy must be submitted for any application to be considered further. An air emissions permit from Westchester County Department of Health is also required for the proposed use.

Should you have any questions, please feel free to contact me.

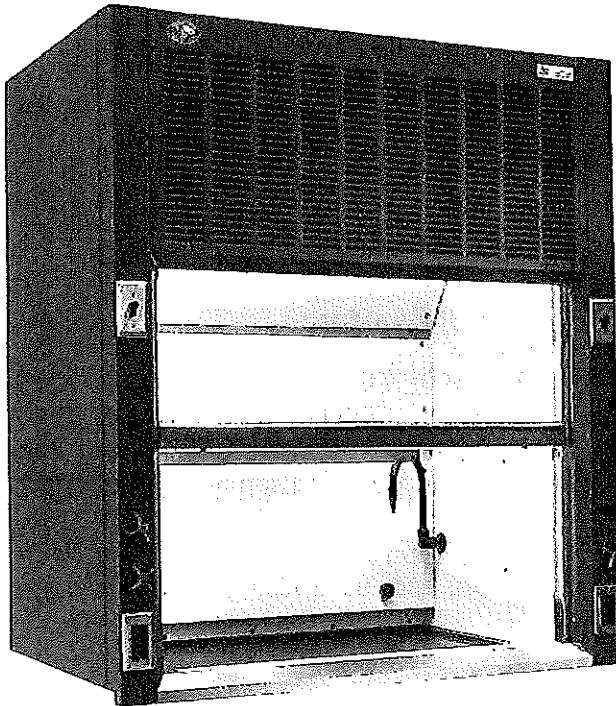
Very truly yours,


Donato R. Pennella, P.E.
Village Engineer/Building Inspector

cc: Liz Meszaros, Secretary to the Planning Board
Feliciano Valvano, Building Inspector
Katherine Zaiantlis, Attorney for the Planning Board
Robert Galvin, Village Planner

The BV Series benchtop fume hood has been a cornerstone of our ventilation offering for decades and continues to provide customers with some of the best value in the market. Loaded with standard features, the BV Series gives customers flexibility and durability not often found in other benchtop hoods all while staying within budget without having to make compromises.

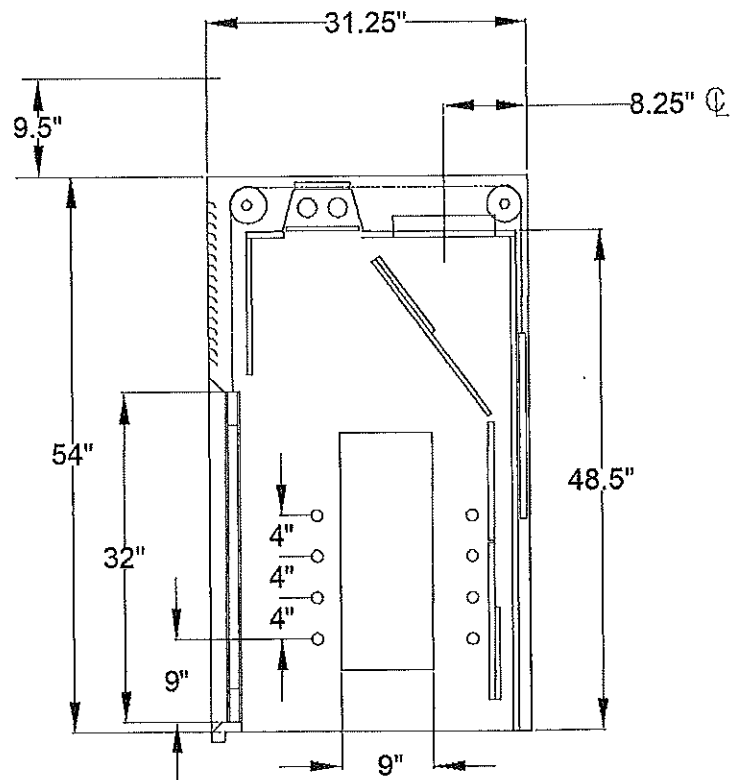
PERFORMANCE AND AFFORDABILITY - WITHOUT COMPROMISE



- 16g galvanized superstructure framework
- Stainless steel sash frame, airfoil and guides
- High-flow louvered front panel design
- Three-piece baffle system with dampers
- LED lighting for improved visibility
- Chemical resistant poly resin liner
- Chemical resistant powder coat finish
- Removable side panels
- ASHRAE-110 tested and approved
- Available for Quick-Ship (2 week lead time)

OPTIONAL EQUIPMENT

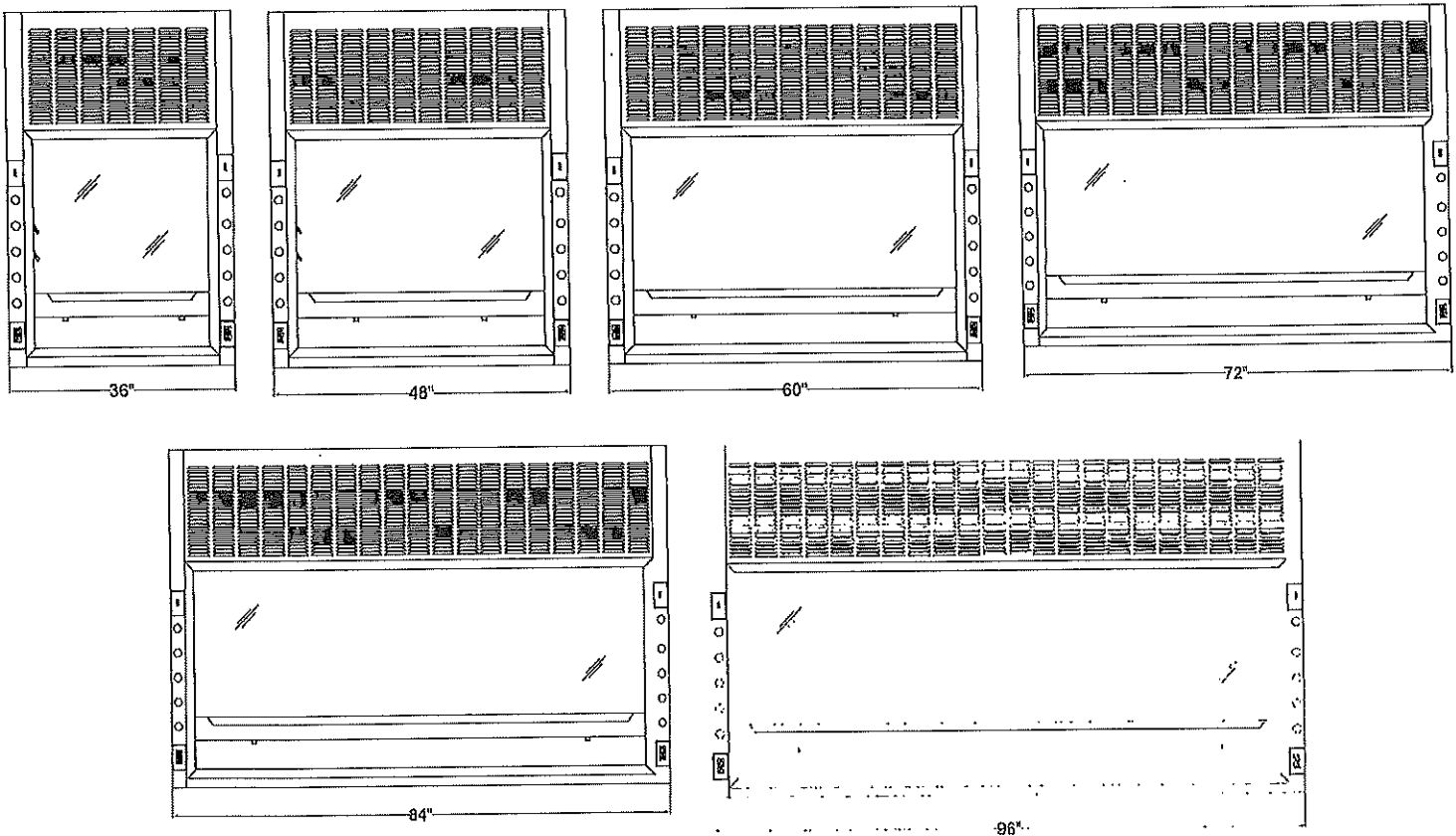
- Remote -controlled plumbing fixtures with chrome handles, pre-piped with flex hose or hard copper
- Multiple sash options - vertical rising (standard), horizontal, combination, interlocking vertical (disappearing post)
- Sash Stops
- Air Monitor/Alarm
- Ceiling Enclosure
- Countertops
- Base Cabinet
- Blower



Offered in a wide variety of sizes ranging from 36" up to 96", the versatile BV Series benchtop hood is built to suit your needs. With a flush-wall design and recessed counter-weight, the hood can be positioned directly against any back wall of your lab helping maximize space savings. Custom hood depths and heights are also available to accommodate specialty equipment or procedures.

PART NUMBER	DIMENSIONS			WORKSURFACE			HOOD OPENING		CFM @ 18"*	CFM @ 28"*	HOOD WEIGHT
	W	H	D	W	H	D	W	H			
BV3654	36"	54"	31.125"	36"	1.25"	30"	28"	28"	350	585	375
BV4854	48"	54"	31.125"	48"	1.25"	30"	40"	28"	500	835	453
BV6054	60"	54"	31.125"	60"	1.25"	30"	52"	28"	650	1085	491
BV7254	72"	54"	31.125"	72"	1.25"	30"	64"	28"	800	1335	541
BV8454	84"	54"	31.125"	84"	1.25"	30"	76"	28"	950	1585	576
BV9654	96"	54"	31.125"	96"	1.25"	30"	88"	28"	1100	1835	610

*CFM calculated using 100 fpm



STANDARD COLOR OPTIONS (CUSTOM COLOR-MATCH AVAILABLE)



3

SUBMITTAL

Job Name: **220 whiteplains road**

Engineer: AZAM

Elevation: (ft) 23

Date: 6/07/2023

Submitted By: Azam Bacchus

ADE SYSTEMS INC

150 ALBANY AVE

FREEPORT, NY 11520

US

Phone: (516)568-6500

Fax: (516)256-3299

Email Address: abacchus@adehvac.com



P.O. Box 410 Schofield, WI 54476 (715) 359-6171 FAX (715) 355-2399 www.greenheck.com

Model: CSP-A700

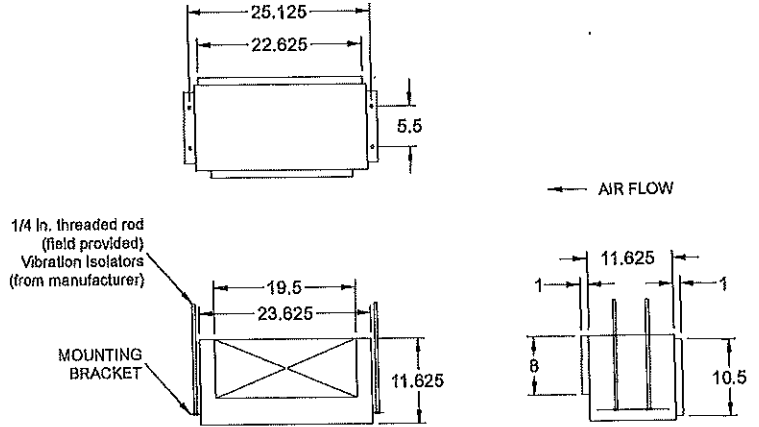
Inline Cabinet Fan

Standard Construction Features:

- Galvanized steel housing - Sound absorbing insulation - Outlet duct collar with integral spring loaded back draft damper - Forward curved wheel - Plug type disconnect - Adjustable mounting brackets - Square duct connection - Dual galvanized steel scroll design - Field rotatable discharge

Selected Options & Accessories:

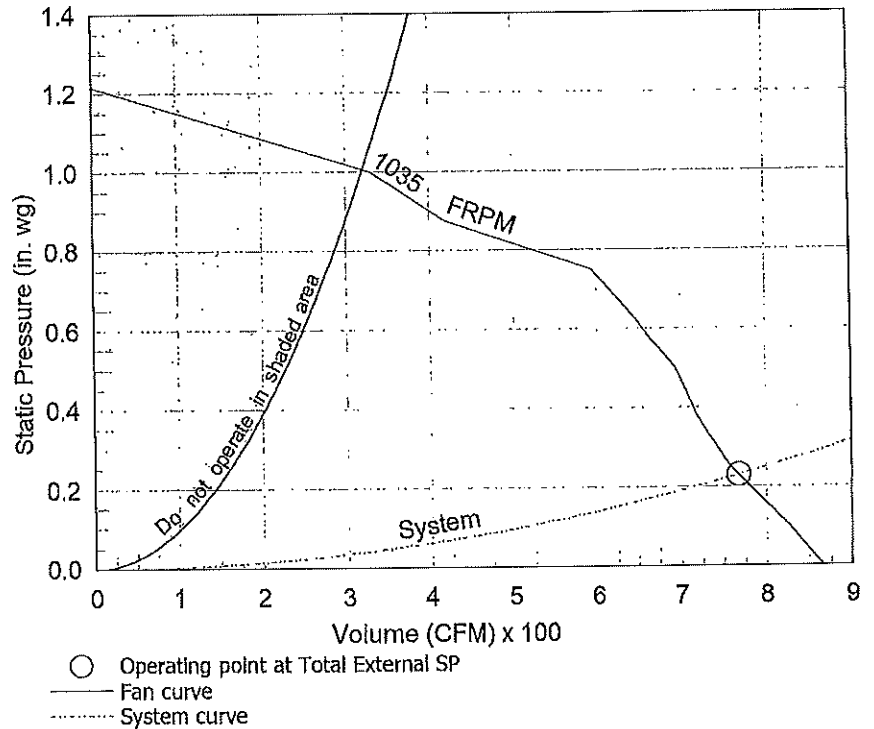
Motor rated for continuous use
Motor with Thermal Overload
Motor with CSA Approval
Motor with 40 Degree C Ambient Temperature
UL/cUL 507 Listed - Electric Fan
Solid State Speed Control, 6 Amp, Shipped Loose
Isolation Kit, (PN: VI KIT-SP/CSP), Shipped Loose
Adjustable easy installation mounting bracket
Polypropylene Wheel Material



Dimensional	
Quantity	1
Weight w/o Acc's (lb)	34
Weight w/ Acc's (lb)	36

Performance	
Requested Volume (CFM)	800
Actual Volume (CFM)	767
Total External SP (In. wg)	0.23
Fan RPM	1035
* FLA (A)	3.3
Elevation (ft)	23
Airstream Temp.(F)	70
Air Density (lb/ft ³)	0.075
Sones	1.4

Motor	
Motor Mounted	Yes
** Input Watts (W)	368
Voltage/Cycle/Phase	115/60/1
Enclosure	ODP



Notes:

All dimensions shown are in units of in.
*FLA is approximate and will vary slightly with the motor.
Sones - calculated using AMCA 301 at 5 ft
** Wattage is approximate and may vary between motors.

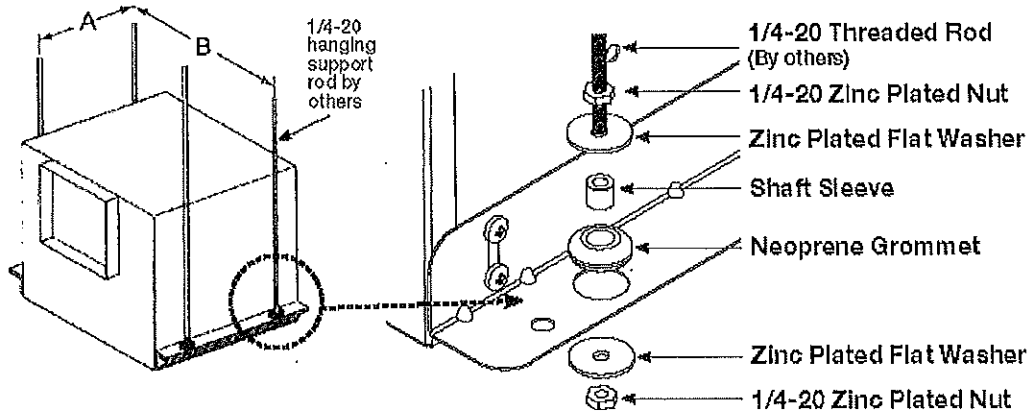


Isolation Kit

Type: Hanging

Standard Construction Features:

- Neoprene vibration isolation for hanging installation - Kit includes four isolators and all hardware necessary for mounting one unit except for the 0.25 in. x 20 in. threaded rod to be supplied by others - Fan mounting brackets include prepunched mounting holes for ease of installation



Unit Size	A	B
B50-B200	4 1/2 (114)	15 5/8 (397)
A50-A190	5 1/2 (140)	14 5/8 (371)
A200-A390	6 3/4 (171)	15 1/2 (394)
A410, A510, A710, A780	9 1/4 (235)	19 5/8 (498)
A700	5 1/2 (140)	25 1/8 (638)
A900 - A1050, A1410 - A1550	9 1/4 (235)	25 3/8 (645)
A1750, A2150	9 1/4 (235)	36 3/4 (933)
A3600	9 1/4 (235)	48 5/8 (1235)
All dimensions shown in inches (millimeters).		

Description	Qty
Neoprene Grommets	4
1 x 32 Zinc Plated Nuts	8
Zinc Plated Flat Washers	8
3/8 x 3/16 Shaft Sleeves	4

MILLENNIUM

STRATEGIES

October 13, 2023

Mr. Richard Slingerland
Village Administrator
Village of Tarrytown
1 Depot Plaza
Tarrytown, NY 10591

Re: Renewal Proposal for Grant Consulting Services

Dear Mr. Slingerland

Millennium Strategies LLC is pleased to submit the following renewal proposal to the Village of Tarrytown for the continued provision of Grant Consulting Services. Millennium has had the privilege of providing Grant Consulting Services on behalf of the Village since September 2022, understands the Village's needs and goals, and looks forward to continuing to be of service.

COMPANY PROFILE

Founded in 2005, Millennium Strategies is the largest full-service grants consulting firm in the region. We currently represent more than 150 municipalities, counties, school districts and non-profit entities in New York, New Jersey, and Pennsylvania. A complete listing of our current clients is included with this proposal as an attachment. Since our inception, we have helped to secure over \$2 billion in both governmental and non-governmental grant funding on behalf of our clients. What sets Millennium apart is our comprehensive and aggressive approach to grant research, grant writing, and grant administration. We help our clients meet their complex challenges by identifying and securing funding for projects that fall within the following categories: arts and culture, health and human services, community development disaster recovery, downtown revitalization, economic development, public safety, environmental protection, historic preservation, parks and recreation, sustainability, tourism, transit-oriented development, and transportation infrastructure.

STAFF PROFILE

As Millennium's President/CEO, and former Chief of Staff to Congressman Bill Pascrell, Ed Farmer has worked to establish Millennium's accomplished team which includes a full-time research department, 26 grant writers, and the support staff necessary to meet our clients grant funding needs. If Millennium is retained by the Village, Dave Jenkins would continue to serve as the Director, and Melaina Ness would continue to serve as Grant Writer for the Village's account. Biographies of key personnel are included with our proposal as an attachment.

All services will be performed directly by employees of Millennium. We will not hire subcontractors to perform any of the proposed services outlined within this proposal. All staff employed by Millennium possess post-secondary degrees related to government consulting/grant writing and are in good standing with the State of New York and other grant agencies. Neither the firm nor any individuals employed by the firm are disbarred, suspended, or otherwise prohibited from professional practice or from working with public entities by any federal, state, or local agency. All staff and principals that will support the delivery of service on behalf of the Village will be stationed out of our offices located at 25 Smith Street, Ste 401, Nanuet, NY 10954.

ADDRESS: 25 SMITH STREET, SUITE 401, NANUET, NY 10954
PHONE 914.220.8392 EXT 1049 - FAX 973-292.0832 - WEBSITE WWW.M-STRAT.COM

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SCOPE OF SERVICES

Millennium Strategies proposes to continue to provide our full suite of Grant Consulting Services on behalf of the Village of Tarrytown. Services to be provided include those outlined and described below.

1. *Create a Strategic Plan* – Millennium will create a Strategic Plan for grant research and funding to be pursued in keeping with the Village’s budget, capital plan and other identified objectives. This process will include coordination of necessary meetings with administrators, department heads, supervisors and key personnel to determine future funding goals and how best to achieve them.
2. *Research Available Opportunities/Frequent Notification* – Millennium will research all available governmental and non-governmental grant opportunities that support the Village’s priorities on an ongoing basis for the duration of the contract period. Detailed grant summaries and application breakdowns will be provided to key personnel as the Village selects grants that are consistent with the Strategic Plan.
3. *Complete Grant Writing* – Millennium will complete all grant applications, both presented by Millennium and identified by the Village, in accordance with funding guidelines established by funding agencies, on a continuing basis for the duration of the contract period. This includes all necessary follow up with governmental, non-governmental, and legislative agencies in support of applications submitted on behalf of the Village as well as advising of technical requirements and criteria associated with grants.
4. *Monthly Reporting* – Millennium will submit a monthly report detailing all activities undertaken by the Millennium team on behalf of the Village. The monthly report will include all grants recommended, grants awarded, grants submitted and pending approval, grant applications-in-progress, as well as grants denied providing the Village with an assessment of our efforts on a regular basis.

FEE SCHEDULE

Millennium Strategies will provide Scope of Services, as outlined and described in Paragraphs 1 – 4 above, for a flat monthly retainer fee of \$3,000.00, payable in twelve equal monthly installments, for an amount not to exceed \$36,000.00 per annum. Our retainer fee includes all expenses including travel time as well as attendance at all meetings. There are no hidden costs associated with our fee structure and our contract provides for a mutual 30 day opt out.

DISCLOSURES

Millennium Strategies is a limited liability company. Since our inception in 2005, Ed Farmer has served as Millennium’s President, CEO, and majority shareholder. Sue Scavone previously served as Millennium’s Principal and minority shareholder from 2005 through 2022. During this time, the firm has not undergone any changes to the business name. Millennium is registered as a Small Business Enterprise and complies with all applicable EEO and Affirmative Action Laws. No judgments, claims or suits have ever been filed against our company. In addition, Millennium is not now, nor has it ever been involved in any bankruptcy or reorganization proceedings. Millennium does not employ any relatives of the Village of Tarrytown nor are any of our employees unionized. In addition, no principals or employees of Millennium are related to any employee or elected official of the Village of Tarrytown.

CONCLUSION

Thank you again for considering Millennium Strategies. We look forward to the opportunity to continue to be of service to the Village of Tarrytown. Should you have any questions regarding our proposal, please do not hesitate to contact me.



David Jenkins
Director of New York Operations



Purchase Requisition

Village of Tarrytown, NY
Department of Public Works

Date: September 28, 2023

Recommended Vendor

Company Name
H.O PENN MACHINERY CO., INC.
Address
**699 Brush Avenue
Bronx, NY 0751**

Phone: (845) 489-4865

Contact: Nathan Gall

eMail: ngall@hopenn.com

Vendor #: 13978

Project Code	Budget Year	Fund Available
CAPITAL	2023-2024	YES NO

Item	Description	Unit	Price
1	430-ST 2023 CAT Backhoe Loader	LS	\$135,250.00
	LESS: TRADE-IN 2008 NEW HOLLAND B95 BACKHOE LOADER		(-) \$22,500.00
	As per Quote # 134268		

PROCUREMENT: Proprietary Purchase:
NYS-OGS:
West County:
Cooperative Purchasing:
Piggy-Back:

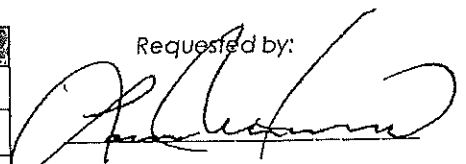
SOURCEWELL #032119-CAT

COST	\$112,750.00
SHIPPING	ibid
TOTAL	\$112,750.00

OTHER VENDORS

QUOTE#	COMPANY NAME	PRICE
	HOFFMAN EQUIP. - CASE 590SN	\$147,076.65
	Less: Trade-In	\$15,000
	TOTAL (excludes shipping)	\$132,076

Requested by:


Lou Martirano, Sup't of Public Works

DEPARTMENT OF PUBLIC WORKS
4 Division Street, Tarrytown, NY 10591
(914) 862-1819
DPW@Tarrytowngov.com



SALES CONTRACT

DATE Sep 26, 2023
From Quote# 114268

H.O. PENN MACHINERY COMPANY, INC.
 699 BRUSH AVENUE, BRONX, NY 10465 122 NOXON ROAD, POUGHKEEPSIE, NY 12603
 660 UNION AVENUE, HOLTSVILLE, NY 11742 225 RICHARD STREET, NEWINGTON, CT 06111
 783 BLOOMINGBURG RD., BLOOMINGBURG, NY 12721

S O L I D T O	BUYER	VILLAGE OF TARRYTOWN			S	<SAME>
	STREET ADDRESS	ONE DEPOT PLAZA OFFICE OF THE TREASURER			H	
	CITY/STATE	TARRYTOWN, NY	COUNTY	WESTCHESTER	I	
	POSTAL CODE	10591	PHONE NO.	914-631-1652	P	
	CUSTOMER CONTACT:	EQUIPMENT			T	
		PRODUCT SUPPORT			O	

CUSTOMER #:	41666	Sales Tax Exemption # (if applicable)	GOVT NEED PO
PAYMENT TERMS:		CUSTOMER PO NUMBER:	
Financial Services <input type="checkbox"/> DSC <input type="checkbox"/> Less <input type="checkbox"/> The first installment due upon invoice and the remaining installments on the same date of each month thereafter until paid.			
Sell Price:	\$135,250.00	Down Payment:	\$0.00
		Balance To Finance:	0.00
		F.O.B. AT:	BRONX
Number Of Payments:	0	Contract Interest Rate:	0.00
		Payment Amount:	0.00
		Payment Period:	

TRADE-IN EQUIPMENT	SELL PRICE	\$135,250.00
MODEL: B95 - NEW HOLLAND (NH) YEAR: 2008 SN: 031065583	LESS GROSS TRADE ALLOWANCE	(\$22,500.00)
PAYOUT TO: AMOUNT: \$ PAID BY: Customer	NET BALANCE DUE	\$112,750.00
MODEL: YEAR: SN:	AFTER TAX BALANCE	\$112,750.00
PAYOUT TO: AMOUNT: PAID BY:	DOWN PAYMENT	\$0.00
MODEL: YEAR: SN:	BALANCE TO FINANCE	0.00
PAYOUT TO: AMOUNT: PAID BY:		
MODEL: YEAR: SN:		
PAYOUT TO: AMOUNT: PAID BY:		
MACHINE LIST PRICE		\$199,841.00
SOURCEWELL ID#032119-CAT		

ALL TRADE-INS ARE SUBJECT TO EQUIPMENT BEING IN "AS INSPECTED CONDITION" BY Seller AT TIME OF DELIVERY OF REPLACEMENT MACHINE PURCHASE ABOVE.

BUYER HEREBY SELLS THE TRADE-IN EQUIPMENT DESCRIBED ABOVE TO THE Seller AND WARRANTS IT TO BE FREE AND CLEAR OF ALL CLAIMS, LIENS, ENCUMBRANCES AND SECURITY INTEREST EXCEPT AS SHOWN ABOVE.

DESCRIPTION OF EQUIPMENT ORDERED / PURCHASED						NEW <input checked="" type="checkbox"/>	USED <input type="checkbox"/>
STOCK NUMBER:	SERIAL NUMBER:	MAKE:	MODEL:	YEAR:	SMU:		
C0845-23	08801069	CATERPILLAR INC	430-078T	2023	2		
430 07A BACKHOE LOADER CFG2	543-3343	TIRES, 340 80R18/500 70R24, MX				320-2384	
LANE 2 ORDER	0P-9002	TRIM PACKAGE 2				630-2352	
SHIPPING/STORAGE PROTECTION	461-6839	COUPLING, QD, THREADED WITH CAPS				456-3390	
INSTRUCTIONS, ANSI	559-0872	430 LANE 2 ZCON				628-8814	
BUCKET, HOE, (NONE)	175-7877	BUCKET, LOADER (NONE)				325-5100	
PACK, DOMESTIC TRUCK	0P-0210	24" HD BKT				219-3387	
LOADER BUCKET PINS	545-8548						
BEACON, MAGNETIC MOUNT	211-4292						
SERIALIZED TECHNICAL MEDIA KIT	421-8926						
RUST PREVENTATIVE APPLICATOR	462-1033						
STABILIZER PADS, FLIP-OVER	9R-6007						
BELT, SEAT, 2" SUSPENSION	206-1747						

<input checked="" type="checkbox"/> CATERPILLAR EQUIPMENT WARRANTY <div style="border: 1px solid black; width: 100px; height: 20px; margin: 5px auto; text-align: center;">INITIAL</div> <p style="font-size: small;">Scheduled oil sampling (S.O.S.) is mandatory with this warranty. The customer is responsible for taking oil samples at designated intervals from all power train components and failure to do so may result in voiding the warranty. Warranty applicable including expiration date where necessary: 12 Months Full Machine</p> <p>48MO/3000HR PT+HYD+TECH</p>	<input type="checkbox"/> USED EQUIPMENT WARRANTY <div style="border: 1px solid black; width: 100px; height: 20px; margin: 5px auto; text-align: center;">INITIAL</div> <p style="font-size: small;">ALL USED EQUIPMENT IS SOLD AS IS, WHERE IS, AND NO WARRANTY IS OFFERED OR IMPLIED EXCEPT AS SPECIFIED HERE: Warranty applicable:</p>
--	---

CSA:
NOTES:

This agreement is subject to the terms and conditions on page 2 attached hereof, including but not limited to the applicable warranties as stated in the separate Warranty Certificate. The first and second page of this contract together with warranties constitute the entire agreement between the parties. The Seller's obligation to perform under this agreement is conditioned upon the Buyer's compliance with the terms hereof.
This contract is not binding upon Seller until same is approved by an officer of the Seller and is subject to change or withdrawal until so approved. ONCE APPROVED BY AN OFFICER OF SELLER, THIS CONTRACT IS NOT SUBJECT TO CANCELLATION.

Receipt of an executed copy of this SALES CONTRACT/Terms and conditions is hereby acknowledged.

VILLAGE OF TARRYTOWN (Signature of Purchaser if Individual or Partnership; Typed Name, if Corporation) By: Signature Title: <u>Lou Martirano</u> Print Name: _____	Accepted: H.O. PENN MACHINERY COMPANY, INC. By: _____ Approved by: _____
--	--

BUYER hereby acknowledges that Seller has offered to him for sale certain SAFETY EQUIPMENT or devices which attach to the equipment and operational manuals and/or instructions for the equipment sold hereunder, and Buyer hereby releases and discharges Seller from any liabilities which Buyer might hereafter claim against Seller by reason of Seller's failure to advise Buyer of the availability of said safety equipment or devices and operational manuals and/or instructions.

Buyer's Initials

HOFFMAN EQUIPMENT

SINCE 1920

* NY State Contract PC67265
 Sourcewell - Case Contract # 032119
 Case 590SN Loader backhoe
 Tier 4F Engine - 110 Hp

Joe Barbara Jr
 Hoffman Equipment Co.
 C: 732/236-5340 F: 347/851-2678

January 2023 Pricing for: Village of Tarrytown, NY

Base Machine:

Case 590SN 4wd, Tier 4F Engine	\$197,177.00
Options:	
Platinum Package	-\$6,000.00
4WD Powershift H-type Auto Transmission	N/C
14x17.5, 10PR lug tread front tires	N/C
21Lx24, 10PR (R4) Rear tires	N/C
1&2-Way Flow BHOE Auxillary Hydraulics, & Extendahoe Dipper	\$3,132.00
Pilot Joystick Controls w/ Powerlift	\$2,676.00
24" Universal Bucket	\$2,704.00
18" Universal Bucket	\$2,859.00
Flip Over/Stabilizer Pads Comb	\$917.00
Cab, 2-Door with Heat and AC, Deluxe Cab PKG, & Bluetooth Radio	\$12,896.00
93" 4x1 Bucket w/Cutting Edges	\$11,718.00
Premium Air Seat	\$953.00
LED Light Package - 4 Front, 4 Rear, & 2 Side Lights	\$969.00
Ride Control, 3 Spool Valve, & Comfort Steer	\$3,454.00
Tool Box	N/C
Grid Heater w/dual batteries, Engine Block Heater	N/C
Locking DEF/Fuel Cover	N/C
Auto Protection Shutdown	N/C
Engine ECO Mode	N/C

List Price \$233,455.00

NY State Discounted Price (37%) \$147,076.65

Additional NYS Discount -\$2,500.00

Additional Options Needed:

W.C. Mirrors, Hook on Bucket, Grill Guard, SMV Sign, LP Brackets, Rotating Beacon	\$1,475.00
Freight In	\$2,595.00
Prep	\$1,500.00
Delivery	\$1,500.00
60 Months/3,000 Hours PREMIER Extended Warranty	\$6,395.00

Total \$158,041.65

Trade in $\frac{15}{158,041}$
 $\frac{15}{158,041}$

*Lead time ? -> 6 mos
 increase % ?*

X

PRISONER TRANSPORTATION--ZONE RATE

THIS AGREEMENT, made this ____25__ day of
____October____, 2023 by and between:

THE COUNTY OF WESTCHESTER, a municipal corporation of the State of New York having an office and place of business in the Michaelian Office Building, 148 Martine Avenue, White Plains, New York 10601

(hereinafter referred to as the "County")

and

The Village of Tarrytown a municipality of the State of New York having its office and place of business at 1 Depot Plaza, Tarrytown, NY, 10591

(hereinafter referred to as the "Municipality")

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

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

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

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



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

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

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

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

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

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

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

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

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

Reimbursement for mileage shall be at the rate of Sixty-six and one-half cents (\$.655) per mile, or at the then current Internal Revenue Service mileage rate, multiplied by the mileage indicated in Appendix "A".

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

4. **TERM**: This Agreement shall commence on January 1, 2023 and shall terminate on December 31, 2024. The County may, upon thirty (30) days written notice to the Municipality, terminate this Agreement in whole or in part when it deems it to be in its best interest. In such event, the Municipality shall be compensated and the County shall be liable only for payment for services rendered prior to the effective date of termination.

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

The total aggregate cost to the County under this Agreement and the agreements with the other municipalities for zone rate prisoner transportation pursuant to Act No. 201 – 2023 of the Westchester County Board of Legislators approved on October 2, 2023, shall not

exceed \$1,430,000. This Agreement shall be deemed executory only to the extent of the monies appropriated and available for the purpose of this Agreement and no liability on account hereof shall be incurred by the County beyond the amount of such monies.

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

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

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

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

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IN WITNESS WHEREOF, the County and the Municipality have executed this Agreement on the _____ day of _____, 2023.

THE COUNTY OF WESTCHESTER

By: _____
Joseph K. Spano
Commissioner of Correction

By: _____
(Name)
(Title)

Approved by the Westchester County Board of Legislators by Act No. 201 - 2023 on the 2nd day of October, 2023.

Approved as to form and manner of execution:

Approved as to form and manner of execution:

Sr. Assistant County Attorney
The County of Westchester
I/DCR/131060/Zone Rate Agmt. 2023

MUNICIPALITY'S ACKNOWLEDGEMENT

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

On this _____ day of _____, 2023, before me personally came
_____, to me known, and known to me to be the
_____ of _____,
the municipal corporation described in and which executed the within instrument, who being by me
duly sworn did depose and say that he, the said _____ resides at

and that he is _____ of said municipal corporation.

Notary Public County

CERTIFICATE OF AUTHORITY
(Municipality)

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

(Name of Municipality)

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

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

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

who signed said agreement on behalf of the Municipality was, at the time of execution
_____ of the Municipality,
(Title of such person),

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

(Town Board, Village Board, City Council)

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

(Signature)

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

On this _____ day of _____, 2023, before me personally came _____
_____ whose signature appears above, to me known, and know to be the
_____ of _____,
(title)

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

Notary Public County

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APPENDIX A

**ZONE PLAN REIMBURSEMENT RATES
WITH DISTANCE TRAVELED TO AND FROM**

WESTCHESTER COUNTY DEPARTMENT OF CORRECTION

(Effective Term: January 1, 2023 through December 31, 2024)

2023 / 2024 ZONES RATES

ZONE #1	ROUND TRIP REIMBURSEMENT	ZONE #3	ROUND TRIP REIMBURSEMENT
1/1/23 - 12/31/23	\$225.41	1/1/23 - 12/31/23	\$247.95
1/1/24 - 12/31/24	\$231.61	1/1/24 - 12/31/24	\$254.75
Elmsford, Village		Port Chester, Village	
Pleasantville, Village		Mamaroneck, Village	
Sleepy Hollow, Village		Pelham Town	
Tarrytown, Village		Rye Brook, Village	
		Tuckahoe, Village	
		Rye, City	
		Eastchester, Town	

ZONE #2	ROUND TRIP REIMBURSEMENT	ZONE #4	ROUND TRIP REIMBURSEMENT
1/1/23 - 12/31/23	\$236.71	1/1/23 - 12/31/23	\$259.25
1/1/24 - 12/31/24	\$243.21	1/1/24 - 12/31/24	\$266.39
Ardsley, Village		Pelham Manor (Village)	
Briarcliff Manor, Village			
Dobbs Ferry, Village			
Hastings-on-Hudson, Village			
Irvington, Village			
New Castle, Town			
North Castle			
Ossining, Village			
Scarsdale, Village			

The above Zone Rates will be reimbursed plus mileage to be reimbursed at \$.655 (or the then current IRS mileage rate) times distance.

SCHEDULE "B"

STANDARD INSURANCE PROVISIONS
(MUNICIPALITY)

1. Prior to commencing work, and throughout the term of the Agreement, the Municipality shall obtain at its own cost and expense the required insurance as delineated below from insurance companies licensed in the State of New York, carrying a Best's financial rating of A or better. Municipality shall provide evidence of such insurance to the County of Westchester ("County"), either by providing a copy of policies and/or certificates as may be required and approved by the Director of Risk Management of the County ("Director"). The policies or certificates thereof shall provide that ten (10) days prior to cancellation or material change in the policy, notices of same shall be given to the Director either by overnight mail or personal delivery for all of the following stated insurance policies. All notices shall name the Municipality and identify the Agreement.

If at any time any of the policies required herein shall be or become unsatisfactory to the Director, as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to the Director, the Municipality shall upon notice to that effect from the County, promptly obtain a new policy, and submit the policy or the certificate as requested by the Director to the Office of Risk Management of the County for approval by the Director. Upon failure of the Municipality to furnish, deliver and maintain such insurance, the Agreement, at the election of the County, may be declared suspended, discontinued or terminated.

Failure of the Municipality to take out, maintain, or the taking out or maintenance of any required insurance, shall not relieve the Municipality from any liability under the Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the contractual obligations of the Municipality concerning indemnification.

All property losses shall be made payable to the "County of Westchester" and adjusted with the appropriate County personnel.

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

In the event of any loss, if the Municipality maintains broader coverage and/or higher limits than the minimums identified herein, the County shall be entitled to the broader coverage and/or higher limits maintained by the Municipality. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

2 The Municipality shall provide proof of the following coverage (if additional coverage is required for a specific agreement, those requirements will be described in the Agreement):

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

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

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

- b) Commercial General Liability Insurance with a combined single limit of \$1,000,000 (c.s.l) per occurrence and a \$2,000,000 aggregate limit naming the "County of Westchester" as an additional insured on a primary and non-contributory basis. This insurance shall include the following coverages:
 - i. Premises - Operations.
 - ii. Broad Form Contractual.
 - iii. Independent Contractor and Sub-Contractor.
 - iv. Products and Completed Operations.
- c) Commercial Umbrella/Excess Insurance: \$2,000,000 each Occurrence and Aggregate naming the "County of Westchester" as additional insured, written on a "follow the form" basis.

NOTE: Additional insured status shall be provided by standard or other endorsement that extends coverage to the County of Westchester for both on-going and completed operations.

- d) Automobile Liability Insurance with a minimum limit of liability per occurrence of \$1,000,000 for bodily injury and a minimum limit of \$100,000 per occurrence for property damage or a combined single limit of \$1,000,000 unless otherwise indicated in the contract specifications. This insurance shall include for bodily injury and property damage the following coverages and name the "County of Westchester" as additional insured:
 - (i) Owned automobiles.
 - (ii) Hired automobiles.
 - (iii) Non-owned automobiles.

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

- (a) Insurers shall have no right to recovery or subrogation against the County (including its employees and other agents and agencies), it being the intention of the parties that the insurance

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policies so effected shall protect both parties and be primary coverage for any and all losses covered by the above-described insurance.

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

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

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

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SCHEDULE "B"

STANDARD INSURANCE PROVISIONS
(Contractor)

1. Prior to commencing work, and throughout the term of the Agreement, the Contractor shall obtain at its own cost and expense the required insurance as delineated below from insurance companies licensed in the State of New York, carrying a Best's financial rating of A or better. Contractor shall provide evidence of such insurance to the County of Westchester ("County"), either by providing a copy of policies and/or certificates as may be required and approved by the Director of Risk Management of the County ("Director"). The policies or certificates thereof shall provide that ten (10) days prior to cancellation or material change in the policy, notices of same shall be given to the Director either by overnight mail or personal delivery for all of the following stated insurance policies. All notices shall name the Contractor and identify the Agreement.

If at any time any of the policies required herein shall be or become unsatisfactory to the Director, as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to the Director, the Contractor shall upon notice to that effect from the County, promptly obtain a new policy, and submit the policy or the certificate as requested by the Director to the Office of Risk Management of the County for approval by the Director. Upon failure of the Contractor to furnish, deliver and maintain such insurance, the Agreement, at the election of the County, may be declared suspended, discontinued or terminated.

Failure of the Contractor to take out, maintain, or the taking out or maintenance of any required insurance, shall not relieve the Contractor from any liability under the Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the contractual obligations of the Contractor concerning indemnification.

All property losses shall be made payable to the "County of Westchester" and adjusted with the appropriate County personnel.

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

In the event of any loss, if the Contractor maintains broader coverage and/or higher limits than the minimums identified herein, the County shall be entitled to the broader coverage and/or higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

2 The Contractor shall provide proof of the following coverage (if additional coverage is required for a specific agreement, those requirements will be described in the Agreement):

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

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

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

- b) a) Commercial General Liability Insurance with a combined single limit of \$1,000,000 (c.s.1) per occurrence and a \$2,000,000 aggregate limit naming the "County of Westchester" as an additional insured on a primary and non-contributory basis. This insurance shall include the following coverages::

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

- c) Commercial Umbrella/Excess Insurance: \$2,000,000 each Occurrence and Aggregate naming the "County of Westchester" as additional insured, written on a "follow the form" basis.

NOTE: Additional insured status shall be provided by standard or other endorsement that extends coverage to the County for both on-going and completed operations.

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

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

- e) Contractor's Professional Liability. The Contractor shall provide proof of such insurance. (Limits of \$1,000,000 per occurrence/\$3,000,000 aggregate).

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

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

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

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

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

CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE						EACH OCCURRENCE \$ AGGREGATE \$
	DED RETENTIONS						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)							

<p>CERTIFICATE HOLDER</p>	<p>CANCELLATION</p> <p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE</p>
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INTERMUNICIPAL AGREEMENT BETWEEN THE VILLAGES OF
BRIARCLIFF MANOR, SLEEPY HOLLOW AND TARRYTOWN
TRI VILLAGE CHLORINATION PROJECT

THIS AGREEMENT made this _____ day of _____ 2023, by and between the Village of Briarcliff Manor ("Briarcliff Manor"), a municipal corporation of the State of New York, having its offices at 1111 Pleasantville Road, Briarcliff Manor, New York 10510, the Village of Sleepy Hollow, a municipal corporation of the State of New York, having its offices at 28 Beekman Avenue, Sleepy Hollow, New York 10591 ("Sleepy Hollow"), and the Village of Tarrytown ("Tarrytown"), a municipal corporation of the State of New York, having its offices at One Depot Plaza, Tarrytown, New York 10591 and.

WHEREAS, Article 5 G of the General Municipal Law of the State of New York authorizes municipal corporations of the State to enter into agreements for the performance among themselves or one for the other of their respective functions, powers and duties on a cooperative or contract basis or for the provisions of services; and

WHEREAS, Briarcliff Manor, Sleepy Hollow and Tarrytown (collectively, the "Villages") are concerned about escalating government costs and the increasing tax and fees burden to their respective property owners and residents; and

WHEREAS, **because the Villages utilize and share the same connection to the Catskill & Delaware Aqueducts**, they have a common interest in the improvement and maintenance of water services therefrom, the water supply and the transmission service; and

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WHEREAS, the Villages desire to undertake jointly the construction/installation and use of *chlorinator, chlorine analyzer, metering pumps, control panel, pre-fab building and related equipment and materials* (collectively the "Project"); and

WHEREAS, it is the intention of the Villages that when constructed and complete, the Project's facilities shall be jointly owned, operated, maintained and repaired by the Villages of Briarcliff Manor, Sleepy Hollow and Tarrytown in accordance herewith; and

WHEREAS, the parties to this Agreement believe that the benefits to be conferred by the joint utilization, operation, maintenance and repair of Project's facilities will ***permit continued chlorination of the public water supply for the health and safety of*** as required by the New York State and Westchester County Departments of Health for the residents of Briarcliff Manor, Sleepy Hollow and Tarrytown; and

WHEREAS, the parties to this Agreement desire to set forth their understanding as to the rights and obligations, benefits, and costs in connection with the Project, as set forth herein, and as may be modified, from time to time in accordance herewith.

NOW, THEREFORE, in consideration of the premises and the provisions hereinafter set forth, the following constitutes a binding agreement by and between the parties.

1. Briarcliff Manor has heretofore bid the Project and awarded same to various vendors for five pieces of equipment for a total purchase of \$148,153.21. Should an additional chlorinator be required by any department of health, such cost shall be split in accordance with section 2 of this

agreement. Briarcliff Manor has yet to bid the labor of the installation of the equipment, which is anticipated to cost approximately \$120,000 to \$160,000.

2. The Villages shall each be responsible for their share of such of all costs in connection with the construction and completion of the Project as follows: Briarcliff Manor — 41.40%, Sleepy Hollow — 24.80% and Tarrytown — 33.80%, each being referred to as a "Share".

3. Briarcliff Manor shall take the lead in terms of coordination with the awarded contractor and with the various municipal entities having jurisdiction over the Project including without limitation Sleepy Hollow, Tarrytown, Westchester County, New York State, and the Towns of Greenburgh and Mt. Pleasant and their respective agencies, and the provisions of this Agreement subject to this continuing reimbursement provision.

4. In terms of any regulatory compliance that is mandated by Westchester County Health Department and/or New York State Health Department, with respect to the Project such regulatory compliance shall be automatically agreed upon by the Villages and the Villages shall pay their proportionate Share to effectuate such regulatory compliance.

5. Briarcliff Manor shall provide Sleepy Hollow and Tarrytown with written notice of each requisition, invoice and/or statement with respect to all costs and charges incurred under paragraphs 3 and 4 above for each Village's review and payment after same has been reviewed by Woodard and Curran. Sleepy Hollow and Tarrytown shall each remit payment of their respective Share to Briarcliff Manor or at Briarcliff's request directly to the party performing such work within ten (10) business days of their receipt of such written notice from Briarcliff Manor. Sleepy Hollow and Tarrytown hereby

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guarantee the payment of their respective Share as shall be requested by Briarcliff Manor but do not guarantee any Shares owed by the other Villages.

6. Any controversy or dispute arising out of or relating to this intermunicipal agreement, or the breach thereof, shall be settled by arbitration. Such arbitration shall be conducted in Westchester County, in accordance with the rules of the American Arbitration Association in effect at the time of such arbitration. Any arbitrator selected shall be an engineer with experience in water systems. Judgment may be entered on any decision rendered by the arbitrator(s) in any federal or state court having the requisite jurisdiction. Each Village shall share equally the costs of the fees and expenses of the arbitrator selected.

7. Each of the signatories to this Agreement warrants and represents that each has the power and authority to enter into this Agreement and that the Board of Trustees of the Village of Briarcliff Manor, the Board of Trustees of the Village of Sleepy Hollow and the Board of Trustees of the Village of Tarrytown have authorized execution of this Agreement.

8. Any waiver of any provision of this Agreement or any right hereunder shall not be deemed a continuing waiver and shall not prevent or stop such party from thereafter enforcing such provision or right. The failure to any party to insist on any one or more instances upon strict performance of any of the terms or provisions of this Agreement by the other shall not be construed as a waiver or relinquishment for the future of any such terms or provisions, but the same shall continue in full force and effect.

9. This Agreement contains the entire agreement between the parties as to the Project and it can be modified or changed only by writing executed on behalf of all of the three Villages.

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10. This Agreement may be executed in more than one counterpart, each of which, when taken together, shall be deemed to be one instrument. Each Village may deliver to each other Village a signed copy of this Agreement, which delivery may include facsimile transmission and/or delivery via electronic mail in PDF format, either of which shall constitute delivery of an "original" document.

11. All notices required hereunder shall be sent via electronic mail in PDF format, by certified mail, return receipt requested or via overnight mail or hand delivery, or by facsimile with original copy forwarded by first class mail to the respective parties at the addresses above set forth or to such other addresses as each may hereafter designate in writing. Notices shall be addressed to the attention of the Village Manager or Administrator and to the Mayor of the Village receiving the Notice.

12. This Agreement shall be construed in accordance with and governed by the laws of the State of New York.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date written above

Village of Briarcliff Manor

By: _____
Josh Ringel, Village Manager

Village of Sleepy Hollow

By: _____
Martin Rutyna, Mayor

Village of Tarrytown

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By: _____
Karen G. Brown, Mayor

STATE OF NEW YORK)

COUNTY OF WESTCHESTER) ss.:

On the ____ day of _____, in the year 2023, before me, the undersigned, a Notary Public in and for said State, personally appeared Joshua Ringel, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

STATE OF NEW YORK)

COUNTY OF WESTCHESTER) ss.:

On the ____ day of _____, in the year 2019, before me, the undersigned, a Notary Public in and for said State, personally appeared Martin Rutyna, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

STATE OF NEW YORK)

COUNTY OF WESTCHESTER) ss.:

On the ____ day of _____, in the year 2019, before me, the undersigned, a Notary Public in and for said State, personally appeared Karen G. Brown, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

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COOPERATION AGREEMENT

This Agreement entered in this 28 day of April, 1950, by and between Tarrytown Municipal Housing Authority (Herein called the "Local Authority") and the Village of Tarrytown, NY (herein called the Village), witnesseth:

WHEREAS, the Local Authority has applied to the Public Housing Administration (herein called the "PHA") for Program Reservation for 250 units of low-rent housing to be developed and located within the corporate limits of the Village and may here-after apply for additional Program Reservations:

and

WHEREAS, The Local Authority proposes to enter into one or more contracts with the PHA for loans and annual contributions in connection with the development and administration of such low-rent housing, all pursuant to the United States Housing Act of 1937, as amended (herein called the "Act"); and

WHEREAS, the Village is desirous of assisting and cooperating with the Local Authority in such undertaking and of complying with the provisions of Sections 10 (a), 10 (h), and 15 (?) (b) of the Act, as well as other applicable provisions thereof:

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, the Local Authority and the Village do agree:

1. Whenever used in this Agreement

- (a) The term "Project" shall mean any low-rent housing hereafter developed as one operation by the Local Authority with financial assistance of the PHA and included within any Program Reservations issued to the Local Authority by the PHA which in the aggregate may not exceed 250 units of low-rent housing. A project will generally be located on a single site but may be on scattered sites.
- (b) The term "Taxing Body" shall mean the State or any political subdivision or taxing unit thereof including the Village in which a Project is situated and which would have authority to assess or levy real or personal property taxes or to certify such taxes to a taxing body or public officer to be levied for its use and benefit with respect to a Project if it were not exempt from taxation.
- (c) The term "Shelter Rent" shall mean the total of all charge to all tenants of a Project for dwelling rents and non-dwelling rents (Excluding all other income of such Project), less the cost to the Local Authority of all dwelling and non-dwelling utilities.
- (d) The term "Slum" means any area where dwellings predominante which, by reason of dilapidation, overcrowding, fault arrangements or design, lack of ventilation, light or sanitation facilities, or any combination of those factors, are detrimental to safety, health, or morals.

2. The Local Authority shall endeavor to secure a contract or contract with the PHA for loans and annual contributions, and undertake to develop and administer one or more projects.

3. Under the constitution and statutes of the State of New York, all Projects are exempt from all real and personal property taxes levied or imposed by any Taxing Body; and, with respect to any Project, so long as either (a) such Project is used for low-rent housing purposes, or (b) any contract between the Local Authority and the PHA for loans or annual contributions, or both in connection with such Project shall remain in force and effect, or (c) any bonds issued in connection with such Project shall remain outstanding, whichever period is the longest, the Village agrees that it will not levy or impose and real or personal property taxes (or special assessments) upon such Project or upon the Local Authority with respect thereto. During such period, the Local Authority shall make annual payments (herein called "Payments in Lieu of Taxes") in lieu of such taxes and special assessments and its payment for public services and facilities furnished for or with respect to such Project. Each such annual payment in lieu of taxes shall be made (after the end of the fiscal year established for such Project, and shall be in an amount equal to either (a) Ten per cent (10%) of the aggregate Shelter Rent charged by the Local Authority in respect to such Project during such fiscal year or (b) the amount permitted to be paid by applicable state law in effect on date of this Cooperation Agreement, whichever amount is lower; provided, however, this upon failure of the Local Authority to make any

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such Payment in Lieu of Taxes, no lien against any Project or assets of the Local Authority shall attach.

The Village shall distribute the Payments in Lieu of Taxes among the Taxing Bodies in the proportion which the real property taxes which would have been paid to each Taxing Body for such year if the Project were not exempt from taxation bears to the total real property taxes which would have been paid to all of the Taxing Bodies for such year if the Project were not exempt from taxation; provided, however the no payment for any year shall be made to any Taxing Body (including the Village) in excess of the amount of the real property taxes which would have been paid to such Taxing Body for such year if the Project were not exempt from taxation.

4. The Village agrees that, subsequent to the date of the initiation (as defined in the act) of each Project and within five years after the completion thereof, or such further period as may be approved by the PHA, there has been or will be elimination (as approved by the PHA) by demolition, condemnation, affective closing, or compulsory repair or improvement, of unsafe or unsanitary dwelling units situated in the locality or metropolitan area of the Village subsequently equal in number to the number of new constructed dwelling units provided by such Project; provided, that, where more than one unit shall count as the elimination of units equal to the number of families accommodated therein; and provided, further, that this paragraph 4 shall not apply in the case of (a) any Project developed on the site of a Slum cleared subsequent to July 15, 1949, and that the dwelling units eliminated by the clearance of the site of such Project shall not be counted as elimination for any other Project or any other low-rent housing project, or (b) any Project located in a rural non-farm area.

5. During the period commencing with the date of the acquisition of any part of the site or sites of any Project and continuing so long as either (a) such Project is used for low-rent housing purposes, or (b) any contract between the Local Authority and the PHA for loans or annual contributions, or both, with respect to such Project shall remain in force and effect, or (c) any bonds issued in connection with such Project shall remain outstanding, whichever period is the longest, in the Village, without cost or charge to the Local Authority or the tenants of such Project (other than the Payments in Lieu of Taxes) shall:

(a) furnish or cause to be furnished to the Local Authority and the tenants of such Project (i) the public services and facilities which are at the date hereof being furnished without cost or charge to other dwellings and inhabitants in the Village, including but not limited to: education, fire, police and health protection and services, maintenance and repair of public streets, roads, alleys, sidewalks, sewer and water systems, snow removal, garbage, trash and ash collections and disposal, street lighting on public streets and road within such Project and on the boundaries thereof; and adequate sewer services for such Project; and (ii) also such additional public services and facilities as may from time to time hereafter be furnished without cost or charge to other dwellings and inhabitants in the Village:

(b) vacate such streets, roads, and alleys within the area of such Project as may be necessary in the development thereof, and convey without charge to the Local Authority such interest as the Village may have in such vacated areas; and, insofar as it is lawfully able to do so without cost or from such vacated areas, insofar as it may be necessary, all public or private utility lines and equipment;

(c) insofar as the Village may lawfully do so, grant such waivers of the building code of the Village as are reasonable and necessary to promote economy and efficiency in the development and administration of such Project; and make such changes in any zoning of the site and surrounding territory of such Project as are reasonable and necessary for the development and protection thereof;

(d) accept grants of easements necessary for the developments of such Project; and

(e) cooperate with the Local Authority by such other lawful action or ways as the Village and the Local Authority may find necessary in connection with the development and administration of such Project.

6. In respect to any Project the Village further agrees that within a reasonable time after receipt of a written request therefore from the Local Authority.

(a) it will accept the dedication of all interior streets, roads, alleys, and adjacent sidewalks within the area of such Project after the Local Authority, at its own expense, has completed the grading, improvement, and paving thereof in accordance with specifications acceptable to the Village; and

(b) it will accept necessary dedications of land for, and will grade, improve, pave and provide sidewalks for, all streets bounding such Project or necessary to provide adequate access thereto (in consideration whereof the Local Authority shall pay to the Village such amount as would be assessed against the project site for such work it were privately owned).

(c) it will provide, or cause to be provided, water mains, and storm and sanitary sewer mains, leading to such Project and serving the bounding streets thereof (in consideration whereof the Local Authority shall pay to the Village such amount as would be assessed against the Project site if it were privately owned).

7. If the Village shall, within a reasonable time after written notice from the Authority, fail or refuse to furnish or cause to be furnished any of the services or facilities which it is obligated hereunder to furnish or cause to be furnished to the Local Authority or to any Project, the Local Authority may proceed to obtain such services or facilities elsewhere, and deduct the cost therefor from any Project or any other low-rent housing projects assisted or owned by the PHA.

8. No Cooperation agreement heretofore entered into between the Village and the Local Authority shall be construed to apply to any Project covered by this agreement.

9. So long as any contract between the Local Authority and the PHA for loans (including preliminary loans) or annual contributions, or both, with respect to any Project shall remain in force and effect, or so long as any bonds issued in connection with such Project shall remain outstanding, this Agreement shall not be abrogated, changed, or modified without the consent of the PHA. The privileges and obligations of the Village hereunder shall remain in full force and effect with respect to each Project so long as the beneficial title to such Project is held by the Local Authority or some other public body or government agency, including the PHA, authorized by law to engage in the development or administration of low-rent housing projects. If at any time the beneficial title to, or possession of, any Project is held by such other public body or governmental agency, including the PHA, the provisions hereof shall inure to the benefit of and may be enforced by, such other public body or governmental agency, including the PHA.

IN WITNESS WHEREOF the Village and the Local Authority have respectively caused this Agreement to be duly executed as of the day and year first above written.

VILLAGE OF TARRYTOWN

BY CHARLES S. HAINES II
Mayor

(SEAL)
ATTEST:

CATHERINE P. McCAUL

TARRYTOWN MUNICIPAL HOUSING AUTHORITY

BY FREDERIC P. KIMBALL
Chairman

(SEAL)
ATTEST:

Alfred B Page
ACTING RECORDING SECRETARY

THIS RENEWAL AGREEMENT, made this _____ day of _____, 20____, between VILLAGE OF TARRYTOWN (hereinafter the EMPLOYER) with offices located at 1 Depot Plaza, Tarrytown, New York 10591 and the CSEA EMPLOYEE BENEFIT FUND (hereinafter the FUND), a Trust, with offices located at One Lear Jet Lane, Suite One, Latham, New York 12110-2395.

WHEREAS, the parties have heretofore entered into an agreement dated March 20, 1989 (the "Original Agreement"), for the provision by the FUND of certain benefits to the EMPLOYER'S covered employees, which Original Agreement was most recently extended by Renewal Agreement dated November 7, 2016 (as extended, the "Agreement"), and

WHEREAS, the parties desire to continue the provision of said benefits upon the terms and conditions contained in the Agreement, except as modified hereby,

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

1. The FUND shall provide benefits to the EMPLOYER'S covered employees under the following benefit PLAN(S) established by the FUND:

**SUNRISE DENTAL PLAN
PLATINUM 12 VISION PLAN**

2. The EMPLOYER shall pay the FUND the following amounts per covered employee per month:

A. SUNRISE DENTAL PLAN – COMPOSITE COVERAGE

- (i) from June 1, 2020 to June 30, 2020, \$93.12;
- (ii) from July 1, 2020 to December 31, 2020, \$93.12;
- (iii) from January 1, 2021 to June 30, 2021, \$97.78;
- (iv) from July 1, 2021 to June 30, 2022, \$105.60;
- (v) from July 1, 2022 to June 30, 2023, \$114.05;
- (vi) from July 1, 2023 to June 30, 2024, \$115.19;
- (vii) from July 1, 2024 to June 30, 2025, \$116.34;
- (viii) from July 1, 2025 to May 31, 2026, \$117.50.

B. PLATINUM 12 VISION PLAN – COMPOSITE COVERAGE

- (i) from June 1, 2020 to June 30, 2020, \$27.35;
- (ii) from July 1, 2020 to December 31, 2020, \$27.35;

- (iii) from January 1, 2021 to June 30, 2021, \$27.35;
- (iv) from July 1, 2021 to June 30, 2022, \$27.35;
- (v) from July 1, 2022 to June 30, 2023, \$27.35;
- (vi) from July 1, 2023 to June 30, 2024, \$27.35;
- (vii) from July 1, 2024 to June 30, 2025, \$27.35;
- (viii) from July 1, 2025 to May 31, 2026, \$27.35.

3. Notwithstanding the foregoing, the EMPLOYER'S contribution on behalf of such employees shall not exceed eighty-five (85%) percent of the per employee per month cost of coverage for the Platinum 12 Vision Plan (such amount, the "Cap"). The cost of coverage in excess of the Cap shall be paid by each employee through a payroll deduction item which shall remain in place for the duration of this Renewal Agreement. Covered employees who retire after twenty (20) years or more of employment with the EMPLOYER shall receive the Sunrise Dental Plan at no cost to them.

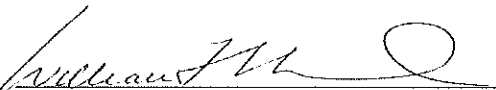
4. This Renewal Agreement is effective as of June 1, 2020 and shall terminate on May 31, 2026, subject to continuation pursuant to the terms of Article IX, Section 2 of the Agreement and subject to earlier termination by virtue of the decertification of CSEA as the representative of the employees in the bargaining unit required to be covered under this Agreement.

5. Except as expressly modified herein, the terms and conditions of the Agreement are hereby ratified and affirmed and incorporated by reference.

IN WITNESS WHEREOF, the parties have executed this Renewal Agreement the day and year first above written.

CSEA EMPLOYEE BENEFIT FUND

VILLAGE OF TARRYTOWN

By: 
William F. Howard, Director

By: _____
Richard Slingerland, Village Administrator

THIS INTERMUNICIPAL AGREEMENT (the "Agreement"), made the _____ day of _____, 20__ by and between:

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

and

VILLAGE OF TARRYTOWN POLICE DEPT., a municipal corporation of the State of New York, having an office and place of business at 1 Depot Plaza, Tarrytown, NY, 10591 (hereinafter referred to as the "Municipality").

(The "County" and "Municipality" are referred to collectively as the "Parties".)

WITNESSETH:

WHEREAS, pursuant to Local Law No. 13-2020 adopted by the County Board of Legislators on September 14, 2020, the Parties entered into an intermunicipal agreement for police mutual aid pursuant to the Mutual Aid and Rapid Response Plan (the "Plan"); and

WHEREAS, the County operates public safety radio communication systems for the County Department of Public Safety ("DPS"), the Department of Emergency Services ("DES"), and the Department of Public Works and Transportation ("DPWT") Bee-Line transit operations, as well as for the communication between the County and emergency first responders throughout Westchester County and the surrounding jurisdictions (the "County Radio Systems"); and

WHEREAS, the Municipality is in need of mobile radios for its municipal police vehicles programmed with radio communication systems that will allow it to communicate with the County, law enforcement, fire, EMS and other first responders for mutual aid purposes; and

WHEREAS, the County wishes to furnish the mobiles radios to the Municipality for

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installation in its municipal police vehicles, and the Municipality wishes to accept the mobile radios according to the terms set forth herein.

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

ARTICLE I

DISTRIBUTION, INSTALLATION AND PROGRAMMING OF THE MOBILE SUBSCRIBER RADIOS

Section 1.1. The County, acting through the Westchester County Commissioner of Department of Public Safety or his designee, (the "Commissioner"), shall furnish the Municipality with mobile radios, including hardware, supplies, cabling, antennas, microphones and accessories as described in Schedule "A" (the "Subscriber Equipment"), for the Municipality to install, at its sole cost and expense, in its municipally-owned police vehicles according to the terms set forth in this Agreement. Schedule "A" is also referred herein to as the "Subscriber Equipment List."

Section 1.2. The County or its vendor shall distribute the Subscriber Equipment to the Municipality. The Municipality shall pick-up the Subscriber Equipment at the date, time and place designated by the County for pick-up. The Municipality shall sign for and acknowledge receipt of the Subscriber Equipment by executing a written receipt for same, which shall be on a form prepared by the County and include the recipient, quantity, make, model and serial number of each item of Subscriber Equipment. The Parties further agree that Schedule "A" shall be updated to reflect the information in the receipt, as well as the vehicle identification number for each police vehicle the Municipality installs a mobile radio. The County shall provide a copy of the updated Schedule "A" to the Municipality, and, upon the Municipality's receipt of the updated Schedule "A", it shall be deemed a part of this Agreement.

Section 1.3. The Municipality acknowledges that the distribution of Subscriber Equipment is subject to the availability of funding. It shall be within the County's sole and complete discretion as to how much and what type of Subscriber Equipment to distribute to the Municipality.

Section 1.4. The Municipality shall be responsible for installing the Subscriber Equipment into the municipal police vehicles as set forth in Schedule "A" at its sole cost and expense. The Municipality shall complete the installation within 180 days of receiving the allocated Subscriber Equipment, which time period may be extended by written consent of the Commissioner. Upon installation of the Subscriber Equipment, the Municipality shall notify the County of the vehicle identification number for the police vehicle the Subscriber Equipment was installed into. If the Municipality fails to install the Subscriber Equipment within such time period, it shall immediately return the Subscriber Equipment to the County upon the County's request and/or the County shall have the right to repossess the Subscriber Equipment with no fine, penalty or prosecution for such repossession.

Section 1.5. The County will provide the Subscriber Equipment, as well as the initial radio programming services, at no charge to the Municipality. The initial radio programming of the Subscriber Equipment shall be in the sole discretion of the County (the "Original Programming Template"). The Original Programming Template may include (a) the County designated channels on the County Radio Systems to enable access to countywide law enforcement interoperability channels, local fire and EMS channels, and national interoperability channels, for mutual aid purposes, and (b) the local radio communication systems of the municipalities who participate in the Plan, for the police and the County to communicate with each other, as well as with fire, EMS and other first responders for mutual aid purposes. The Original Programming Template, as well as the channels and systems included therein, shall be in the sole discretion of the County.

ARTICLE II

TERMS OF USE OF THE SUBSCRIBER EQUIPMENT AND THE COUNTY RADIO SYSTEM

Section 2.1. The Municipality agrees that the Subscriber Equipment, as well as all of the radio communication systems programmed into the Subscriber Equipment, shall be used only for mutual aid events and public safety communication.

The Municipality acknowledges that the Subscriber Equipment is not intended to replace the existing local law enforcement radios used for day-to-day operations, and the Municipality is encouraged to keep its existing local law enforcement radios for its municipal police vehicles.

Section 2.2. The County hereby grants to the Municipality, its officers, employees and agents, a non-exclusive, royalty-free, personal and non-assignable license to utilize the County designated channels on the County Radio Systems in accordance with the terms of this Agreement. The County shall retain control and responsibility for the County Radio Systems.

Section 2.3. The Municipality hereby grants to the County and the municipalities who participate in the Plan, their officers, employees and agents, a non-exclusive, royalty-free, personal and non-assignable license to utilize the Municipality's radio communication system in for purposes of mutual aid. The Municipality shall retain control and responsibility for its radio communication system.

Section 2.4. The Parties acknowledge and agree that they are going to obtain and hold the FCC licenses for their respective radio communication systems. Neither party shall take any action that causes the other party to be in violation of its FCC license.

Section 2.5. Each Party's radio communication system shall remain its property. It is expressly understood that this Agreement does not constitute a lease and that no ownership or property rights whatsoever are being transferred under this Agreement.

Section 2.6. The Municipality shall be responsible for the installation, operation, maintenance, repair, reprogramming, and use of the Subscriber Equipment, including all costs and expense associated thereto.

Section 2.7. The Municipality shall, at its sole cost and expense, maintain the Subscriber Equipment in good working order and condition, and shall be responsible for the repair or replacement of the Subscriber Equipment if damaged following the Subscriber Equipment warranty period, if any.

Section 2.8. The Municipality may reprogram the Subscriber Equipment for public safety purposes at its sole cost and expense, subject to receiving the prior written approval of the County, which approval shall be in the County's sole discretion. The Original Programming Template shall not be altered. If the Municipality wishes to add additional frequencies, they can be added as an additional zone with the prior written approval of the County, which approval shall be in the County's sole discretion. The Municipality acknowledges and agrees that the reprogramming of the Subscriber Equipment for any reason may only be performed by using a vendor who is authorized in writing by the County as an Authorized Vendor and at the sole cost and expense of the Municipality. Upon request, the County will provide the Municipality with a list of Authorized Vendors.

Section 2.9. The County has established mandatory user guidelines and operating procedures for all users of the County Radio Systems, which the County may change and update from time to time ("User Guidelines"). The Municipality agrees to abide by the User Guidelines. If the Municipality fails to abide by the User Guidelines, the Municipality acknowledges and agrees that the County may immediately disconnect, suspend or terminate the Municipality's use of the County Radio Systems. A copy of the User Guidelines will be supplied to the Municipality upon its request.

Section 2.10. The County will assign alias for the Subscriber Equipment for the Municipality to use when utilizing the Subscriber Equipment on the County Radio Systems.

Section 2.11. The Municipality shall be responsible for its use of the County Radio Systems and local radio communication systems, including all costs and expense associated thereto.

Section 2.12. The Municipality shall not add any new subscriber equipment to the County Radio Systems, modify the Subscriber Equipment or the County Radios Systems, or reassign the location or unit assignment of the Subscriber Equipment, without the prior written consent of the County. Once approved, all of the terms of this Agreement shall apply to such new subscriber equipment, modification or reassignment.

Section 2.13. The Municipality shall ensure that only qualified persons with appropriate training utilize the Subscriber Equipment. The Municipality shall ensure that all qualified persons comply with all applicable laws, rules and regulations, including, those promulgated by the FCC, when utilizing the Subscriber Equipment. The Municipality shall participate in any testing and training on the Subscriber Equipment that may be required by the County.

Section 2.14. The Municipality shall maintain custody and control of the Subscriber Equipment and shall not transfer custody and control of the Subscriber Equipment.

Section 2.15. The County Radio Systems shall be available to the Municipality for only as long as the County, in its sole discretion, makes the County Radio Systems available. The County retains sole and absolute discretion in determining whether to continue to make the County Radio Systems available and, if so, to what person(s) and/or entity/ies, in what geographic area(s), for what purpose(s), and under what terms of use. The County may cease making the County Radio Systems available to one or more users, or all users, at any time, for any reason or no reason, either temporarily or permanently. For as long as the County Radio Systems are made available to users, each user will have access to the County Radio Systems, in their then-current form. The County in its sole discretion may change the County Radio Systems as it deems necessary and proper.

Section 2.16. (i) The Parties acknowledge that the County entered into an agreement, dated December 27, 2018, with Motorola Solutions, Inc. (“Agreement IT- 1559”) through which the County purchased the Subscriber Equipment. The Municipality acknowledges and understands that through this Agreement it is an Authorized User (as the term Authorized User is

defined in Agreement IT-1559) of the Subscriber Equipment. The Municipality agrees to use the Subscriber Equipment in a manner that does not violate the terms of Agreement IT-1559.

(ii) The Municipality may use the Software (as defined in Agreement IT-1559) for Subscriber Equipment only for the Municipality's internal business purposes and only in accordance with the Documentation (as defined in Agreement IT-1559). Any other use of the Software is strictly prohibited. Without limiting the general nature of these restrictions, Municipality will not make the Software available for use by third parties on a "time sharing," "application service provider," or "service bureau" basis or for any other similar commercial rental or sharing arrangement.

(iii) The Municipality will take reasonable efforts to ensure it and any third party under the Municipality's direction or control will not (a) reverse engineer, disassemble, peel components, decompile, reprogram or otherwise reduce the Software or any portion to a human perceptible form or otherwise attempt to recreate the source code; (b) modify, adapt, create derivative works of, or merge the Software; (c) copy, reproduce, distribute, lend, or lease the Software or Documentation to any third party, grant any sublicense or other rights in the Software or Documentation to any third party, or take any action that would cause the Software or Documentation to be placed in the public domain; (d) intentionally remove, or in any way alter or obscure, any copyright notice or other notice of Motorola Solution Inc.'s proprietary rights; (e) provide, copy, transmit, disclose, divulge or make the Software or Documentation available to, or permit the use of the Software by any third party or on any machine except as expressly authorized by Agreement IT-1559; or (f) use, or permit the use of, the Software in a manner that would result in the production of a copy of the Software solely by activating a machine containing the Software.

(iv) Unless authorized by the County in writing, the Municipality will take reasonable effort to ensure it, and any third party under its direction or control will not (i) install licensed copies of the Software installed in one unit of a Designated Product (as defined in Agreement IT-1559) into a device for which the Software was not authorized for use.

Section 2.17. The Municipality agrees:

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

B. to provide defense for and defend, at its sole expense, any and all claims, demands or causes of action directly or indirectly arising out of Section 2.16 (A) above and to bear all other costs and expenses related thereto; and

C. In the event the Municipality does not provide the above defense and indemnification to the County, and such refusal or denial to provide the above defense and indemnification is found to be in breach of this provision, then the Municipality shall reimburse the County's reasonable attorney's fees incurred in connection with the defense of any action, and in connection with enforcing this provision of the Agreement.

Section 2.18. The Municipality understands and acknowledges that the County has the right to reissue, remotely disable or retake possession and use of the Subscriber Equipment upon notice to the Municipality. In the event the County notifies the Municipality of such a reissuance, the Municipality will promptly return possession of the Subscriber Equipment to the County as directed by the Commissioner. The Municipality agrees to relinquish any claim in law or equity it may have concerning the Subscriber Equipment in the event of Subscriber Equipment redeployment or reissuance.

Section 2.19. The Municipality will allow the County to conduct periodic visits for the purposes of inspection of the Subscriber Equipment.

Section 2.20. Notwithstanding anything herein to the contrary, the provisions of this ARTICLE II shall survive termination or expiration of this Agreement.

ARTICLE III

TERM AND TERMINATION

Section 3.1. The term of this Agreement shall commence on January 1, 2024 and expire five (5) years thereafter, unless sooner terminated.

Section 3.2. In the event the Municipality defaults in the performance of any term, condition or covenant herein contained and does not cure such default to the County's satisfaction within forty-eight (48) hours of written notice thereof from the County, the County, in addition to any other remedy it may have to seek damages, judicial enforcement or other lawful remedy, may terminate this Agreement immediately upon notice to the Municipality. Repeated breaches by the Municipality of its duties or obligations under this Agreement shall be deemed a default justifying termination for cause hereunder without the right to further opportunity to cure.

Section 3.3. The County on thirty (30) days notice to the Municipality may terminate this Agreement in whole or in part when it deems it to be in its best interest.

Section 3.4. The Municipality on thirty (30) days' notice to the County terminate this Agreement in whole or in part when it deems it to be in its best interest.

Section 3.5. Upon termination, all right of the Municipality to use the County Radio Systems shall cease and terminate, and the Municipality shall take all steps to disconnect the Subscriber Equipment from the County Radio Systems and promptly return the Subscriber Equipment to the County.

ARTICLE IV

MISCELLANEOUS

Section 4.1. The Municipality shall not assign, sublet or transfer or otherwise dispose of its interest in this Agreement without the prior written consent of the County. Any purported delegation of duties, assignment of rights or subletting of this Agreement without the prior written consent of the County is void.

Section 4.2. The Municipality shall comply, at its own expense, with all applicable local, state and federal laws, rules, regulations, orders, codes, requirements and Executive Orders and obtain, at its own expense, all approvals, applicable to its performance under this Agreement.

Section 4.3. Pursuant to Section 308.01 of the Laws of Westchester County, it is the goal of the County to use its best efforts to encourage, promote and increase the participation of business enterprises owned and controlled by persons of color or women in contracts and projects funded by all departments of the County. Under this Agreement it is recognized and understood that the County encourages the Municipality to do similarly.

Section 4.4. The Municipality expressly agrees that neither it nor any contractor, subcontractor, employee, or any other person acting on its behalf shall discriminate against or intimidate any employee or other individual on the basis of race, creed, religion, color, gender, age, national origin, ethnicity, alienage or citizenship status, disability, marital status, sexual orientation, familial status, genetic predisposition or carrier status during the term of or in connection with this Agreement, as those terms may be defined in Chapter 700 of the Laws of Westchester County. The Municipality acknowledges and understands that the County maintains a zero tolerance policy prohibiting all forms of harassment or discrimination against its employees by co-workers, supervisors, vendors, contractors, or others.

Section 4.5. Nothing contained herein shall create a special relationship between the Parties. In addition, nothing contained herein shall be deemed to create any employment, agency, joint venture or partnership relationship between the Parties or any of their agents or employees or any other arrangement that would impose liability upon one Party for the act or failure to act on the other Party. The Municipality shall not use any logo of the County.

Section 4.6. Failure by either Party to insist, in any one or more instances, upon strict performance of any term or condition herein contained shall not be deemed a waiver or relinquishment of such term or condition, but the same shall remain in full force and effect.

Section 4.7. If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid or void or unenforceable, the remainder of the terms and provisions of this Agreement shall in no way be affected, impaired, or invalidated, and to the extent permitted by applicable law, any such term, or provision shall be restricted in applicability or reformed to the minimum extent required for such to be enforceable. This provision shall be interpreted and enforced to give effect to the original written intent of the Parties prior to the determination of such invalidity or unenforceability.

Section 4.8. All notices of any nature referred to in this Agreement shall be in writing and either sent by registered or certified mail postage pre-paid, or sent by hand or overnight courier, or sent by facsimile (with acknowledgment received and a copy of the notice sent by overnight courier), to the respective addresses set forth below or to such other addresses as the respective parties hereto may designate in writing. Notice shall be effective on the date of receipt.

To the County:
Commissioner/Sheriff
Department of Public Safety
1 Saw Mill River Parkway
Hawthorne, New York 10532

With a copy to:
County Attorney
Michaelian Office Building, Room 600
148 Martine Avenue
White Plains, New York 10601

14.

To the Municipality:

Section 4.9. This Agreement and its attachments constitute the entire Agreement between the Parties with respect to the subject matter hereof and shall supersede all previous negotiations, commitments and writings. It shall not be released, discharged, changed or modified except by an instrument in writing signed by a duly authorized representative of each of the parties.

Section 4.10. This Agreement shall be construed and enforced in accordance with the laws of the State of New York. In addition, the Parties hereby agree that any cause of action arising out of this Agreement shall be brought in the County of Westchester.

Section 4.11. This Agreement may be executed simultaneously in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 4.12. This Agreement shall not be enforceable until signed by both parties and approved by the Office of the County Attorney.

[Intentionally Left Blank.
Signature Pages to Follow.]

IN WITNESS WHEREOF, the County of Westchester and the Municipality have caused this Agreement to be executed.

THE COUNTY OF WESTCHESTER

By: _____
Terrence Raynor
Acting Commissioner/Sheriff
Department of Public Safety

MUNICIPALITY

By: _____
(Name and Title)

Authorized by the Municipality on _____.

Authorized by Act No. 2023-210 adopted by the Board of Legislators of the County of Westchester on the 2nd day of October, 2023.

Approved:

Associate County Attorney
The County of Westchester
k:noe/dps/IMA re Mobile Radios for Local Police Vehicles

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MUNICIPALITY'S ACKNOWLEDGEMENT

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

On this _____ day of _____, 2023, before me personally came
_____, to me known, and known to me to be the
_____ of _____,
the municipal corporation described in and which executed the within instrument, who being by me
duly sworn did depose and say that he, the said _____ resides at

and that he is _____ of said municipal corporation.

Notary Public County

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CERTIFICATE OF AUTHORITY
(Municipality)

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

(Name of Municipality)

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

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

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

who signed said agreement on behalf of the Municipality was, at the time of execution
_____ of the Municipality,
(Title of such person),

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

(Town Board, Village Board, City Council)

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

(Signature)

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

On this _____ day of _____, 2023, before me personally came _____
_____ whose signature appears above, to me known, and know to be the
_____ of _____,
(title)

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

Notary Public County

