

**VILLAGE OF TARRYTOWN
BOARD OF TRUSTEES
WORK SESSION 6:00 P.M.
WEDNESDAY, APRIL 12, 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/42121> for instructions on how to view via Zoom.

Open Session

1. Board of Trustees Concerns
2. Greenburgh Pride Requests
3. License Request – Tarrytown Marina/National Resources
4. Budget Adoption
5. Fees
6. Memorandum of Understanding – Veterans Affairs Office and Tarrytown Police Dept.
7. Formation of Climate Smart Communities Committee
8. Professional Engineering Services – Core Sampling and Stability Analysis – Eastview Dam
9. Medicare Advantage with Prescription Drug Benefit Group Agreement
10. Central Veterans Committee – Request Permission Annual Memorial Day Parade

Executive Session

- A. Advice of Counsel

Resource Requests from Tarrytown Leaders from Greenburgh Pride For Support by the Tarrytown Board of Trustees for Pride Month, June 2023

Local members of the Greenburgh Pride Leadership Team, which was formed as a subcommittee of the Town of Greenburgh Human Rights Advisory Committee, respectfully ask the Tarrytown Board of Trustees to consider joining along with elected officials in other "River Towns" to celebrate June 2023 as Pride Month and to mark needs for policy-level support for the entire LGBTQ+ (LGBTQ+ means Lesbian, Gay, Bisexual, Transgender, and Queer Plus Community) of Tarrytown – at a time when its rights are under vicious attacks, both nationally and regionally, and in the aftermath of constant harassment and vandalism of the Rockland Pride Center right across the river in Nyack – and when many members of the community do not feel safe in Tarrytown:

- We request an official public statement be issued from the Mayor and the Board of Trustees in support of the LGBTQ+ community in Tarrytown and designating June as Pride Month.
- We request significant, lamppost-level signage, including pride/rainbow flags, to be posted and flying on Main Street and Broadway in Tarrytown for the month of June 2023 (Pride Month).
- We ask that Mayor Brown and multiple members of the Board of Trustees plan to attend Greenburgh Pride on June 10 from 12-3 p.m. in Dobbs Ferry to show strong support and along with the mayors of Ardsley and Dobbs Ferry and other Greenburgh and county elected officials.
- We ask the Board to consider collaborating with us on a project to help disseminate topical educational materials and other resources to local businesses and storefronts on the significance of allyship, pronoun usage, and service referral options for members of the LGBTQ+ community.
- We request the Board consider a donation of \$1,000 to help underwrite costs of Greenburgh Pride, as other municipalities are also offering financial support.
- We ask the Board to please expect to also receive materials about the increasing vulnerability of youth who identify as LGBTQ+ and who are under unique levels of strain in Tarrytown, for which new municipal supports may prove beneficial.

Demographics of the LGBTQ+ Community

- The percentage of Americans self-identifying as LGBTQ+ is increasing, particularly in younger generations.
 - In recent Gallup and Pew survey data, 21% of young adults identify as LGBTQ+ and 2-5% of young adults identify as transgender or nonbinary.
- Based on data from the UCLA Williams Institute data, 42% of LGBTQ community members in the United States are also people of color.

2021 Greenburgh Pride Needs Assessment Survey:

- For quality improvement purposes, the Greenburgh Pride team performed a pilot survey conducted between June 26, 2021 and December 31, 2021 to assess the LGBTQ community's needs in the region. There were 38 respondents, all in English.
- Summary of Main Findings:
 - 15/37 (40.5%) reported not feeling safe holding hands with a partner in public.
 - 18/37 (48.6%) reported not feeling supported by the police.
 - 20/35 (57.1%) reported not being easily able to find LGBTQ community events.
 - 13/31 (41.9%) reported being unable to find LGBTQ affirming healthcare.
 - 6/34 (17.6%) reported being publicly bullied or harassed.
 - 13/34 (38.2%) reported feeling depressed and 6/34 (17.6%) reported feeling hopeless in the last year.
- The three highest priorities to incorporate into the Greenburgh budget were identified as:
 - Creating a physical space for LGBTQ residents (11/34 [32.4%])
 - Education and awareness efforts (8/34 [23.5%])
 - More LGBTQ youth services (8/34 [23.5%]).



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

February 27, 2023

Tarrytown Marina LLC
d/b/a National Re/Sources, LLC.
485 W. Putnam Ave.
Greenwich, CT 06830

RE: Building Permit Application 2023-11864 – Legalization of Fence
Tarrytown Marina, LLC - 236 Green St., Tarrytown
Parcel Id: 1.70-29-44

LETTER OF PERMIT DENIAL

PLEASE TAKE NOTICE that the permit application with plans prepared by your design professional Garielle Salman Architect, R.A., received on February 7, 2023, for the legalization of an entry gate and fence located in the **WD - Zoning District** in the Village of Tarrytown, has been denied due to the required Land Use Board approval listed below:

• **Architectural Review Board:**

Section §9-4 A. (1) Referral of applicants for building permit requires that approval from the Architectural Review Board be obtained prior to the issuance of a building permit where; the proposed plans include installation of a fence higher than 48" in the rear yard or 30" in the front yard therefore, you may proceed with the submission of an application and provide the required documentation per §9-3.

• **Board of Trustees:**

If any portion of the work is proposed within the right-of-way it requires a license agreement and approval from the Board of Trustees.

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

Very truly yours,

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

cc: Feliciano Valvano, Building Inspector
Carla Sapienza, Secretary to the Architectural Review Board



ARCHITECTURAL REVIEW BOARD FAQS AND CHECKLIST

Dear Applicant,
In the interest of a speedy, complete and one-time review of your application, please consider the following information when you prepare your presentation to the Architectural Review Board (ARB).

GENERAL INFORMATION

Village Application requirements and fee information can be found at:

<http://www.tarrytowngov.com/architectural-review-board>

Meeting date and times are the third Wednesday of each month at 8:00 p.m., unless otherwise posted, at Village Hall, One Depot Plaza, Tarrytown, NY 10591-3199 (914) 631- 1885.

CHECKLIST FOR PRESENTATION TO ARB

- Verify that your presentation matches your application or clearly state at the start of the meeting what changes were made since your application was filed.
- Verify that individual drawings and sets of drawings are 100% complete.
- All drawings must be drawn to scale and the reference scale must be clearly shown on the drawing.
- Verify that renderings accurately reflect the dimensions, materials and color of the project being submitted.
- Provide manufacturer's samples of colors and materials which are being submitted for approval.
- Provide manufacturer's name, model number, catalog number or color name to be recorded with any approval.
- Provide clear, in-focus photos of your existing site and include:
 - All elevations visible from the street
 - Adjacent buildings if necessary to support the application
 - Any material or site details that may be necessary to support your application

RESOURCES

Please note that all projects must conform to the Village Code. Any Variances will need to be submitted for approval.

The Village Code can be found at:
<http://www.tarrytowngov.com/home/pages/village-code>
<http://ecode360.com/TA1273>

Hard copies are also available at the Village Offices (One Depot Plaza).

For Architectural Review Board information refer to Chapter 9

For Historic District information refer to Chapter 101

For sign dimensions and requirements information refer to Chapter 251

FURTHER INFORMATION

Please contact: Carla Saplenza
csaplenza@tarrytowngov.com

Phone: (914) 631-3668
Fax: (914) 631-1571

Thank you for your cooperation,
The Architectural Review Board

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**VILLAGE OF TARRYTOWN
ARCHITECTURAL REVIEW BOARD
APPLICATION**

IF ARB APPROVAL IS RECEIVED, APPLICANT MUST CONTACT THE BUILDING DEPARTMENT TO OBTAIN A BUILDING PERMIT PRIOR TO COMMENCEMENT OF WORK.

Fee:
\$100 application fee plus \$2.25 per \$1,000.00.

Date 03/27/2023 Amount of Fee \$145.00

Name of Applicant CHARRELLE SALMAN ARCHITECT

Email CSALMAN@AIA.COOL.COM

Phone Number 917 864 0874

Post Office Address of Property 236 GREEN STREET TARRYTOWN

Signature of record owner of property _____ ←

Reason for application (i.e., ARB approval of addition, repair, renovation; Certificate of Appropriateness; Sign Variance)
LEGALIZATION OF AN EXISTING CHAIN LINK FENCE AND GATE
6-07 HIGH

Description of work to be performed:
NONE

The undersigned certifies that the above is a full, true and complete statement of all material facts concerning the application to ARB.

CSALMAN

To the applicant: The application form, the short form EAF (attached), affidavit of public notice requirements (attached), Section 9-8 Notice of Meetings (attached) and eight (8) copies of the plans related to the application must be submitted to the Building Department 18 days prior to the monthly meeting of ARB, which is scheduled for the third Wednesday of the month (subject to change due to Board of Trustees Work Session schedule). If said items are not submitted by the specified date, the application shall be deemed incomplete and shall not be placed on the agenda by ARB.

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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: GABRIELLE SALMAN ARCHITECT - 236 GREEN STREET			
Project Location (describe, and attach a location map): LEGALIZATION OF EXIST'G FENCE @ 236 GREEN STREET			
Brief Description of Proposed Action: 236 GREEN STREET LEGALIZATION OF EXIST'G 6'-0" FENCE AND GATE			
Name of Applicant or Sponsor: GABRIELLE SALMAN		Telephone: 914-7731618	
Address: 467 BEDFORD RD / SUITE 169		E-Mail: gsalmancia@aol.com	
City/PO: PLEASANTVILLE, NY		State: NY	Zip Code: 10570
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
		✓	
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
		✓	
3.a. Total acreage of the site of the proposed action?		2.27 acres	
b. Total acreage to be physically disturbed?		4.000 acres	
c. Total acreage (project site and any contiguous properties) owned or controlled by the applicant or project sponsor?		2.27 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 type="checkbox"/> Commercial <input type="checkbox"/> Residential (suburban) <input type="checkbox"/> Forest <input type="checkbox"/> Agriculture <input checked="" type="checkbox"/> Aquatic <input type="checkbox"/> Other (specify): _____ <input type="checkbox"/> Parkland			

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

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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
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
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
I AFFIRM THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE		
Applicant/sponsor name: _____	Signature: <u>GABRIELLA SAMA</u>	Date: <u>03/27/23</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?	✓	
2. Will the proposed action result in a change in the use or intensity of use of land?	✓	
3. Will the proposed action impair the character or quality of the existing community?	✓	
4. Will the proposed action have an impact on the environmental characteristics that caused the establishment of a Critical Environmental Area (CEA)?	✓	
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?	✓	
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?	✓	
7. Will the proposed action impact existing: a. public / private water supplies? b. public / private wastewater treatment utilities?	✓ ✓	
8. Will the proposed action impair the character or quality of important historic, archaeological, architectural or aesthetic resources?	✓	
9. Will the proposed action result in an adverse change to natural resources (e.g., wetlands, waterbodies, groundwater, air quality, flora and fauna)?	✓	

	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?	✓	
11. Will the proposed action create a hazard to environmental resources or human health?	✓	

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) _____

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AFFIDAVIT OF PUBLIC NOTICE
REQUIREMENTS

ARCHITECTURAL REVIEW BOARD

I hereby certify that I have read and am fully familiar with the requirements with Section 9-8 of the Code of the Village of Tarrytown and that in accordance therewith I have caused written notice to be sent by certified mail, return receipt requested, to all interested parties as directed in the Code. In addition, I have caused a sign which complies with requirements of the applicable section of the aforesaid Code to be prominently displayed on the subject property in the required manner, giving notice to the public of the pending application, the date, time and place of the public meeting. The said sign has been continually displayed on the property for a period of ten (10) days immediately preceding the public meeting date. I make this affidavit knowing that it shall be relied upon by the appropriate officials as proof of compliance with the requirements of the Code of the Village of Tarrytown.

Name: GABRIELLE SAMMAR

Address: 467 BEDFORD RD, PLEASANTVILLE, NY

Signature: 

§ 9-8 Notice of meetings; filing of affidavit.

[Added 10-2-1989 by L.L. No. 14-1989; amended 5-2-2005 by L.L. No. 5-2005; 1-7-2008 by L.L. No. 1-2008]

A. The Village, at least seven days prior to the Architectural Review Board meeting, shall place a notice of the matters to be considered by the Board in a newspaper of general circulation and shall post in a conspicuous space notice at least 72 hours prior to the meeting.

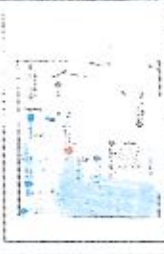
B. All applicants, at least 10 days prior to the public hearing, shall send written notice by certified mail to owners of property adjacent to the subject property (on all sides) and across the street from the subject property and to any other such persons as the Architectural Review Board may deem necessary, all at the expense of the applicant. Property owners entitled to notice shall be those listed as owners on the record in the Village of Tarrytown Tax Assessor's office as of the date of mailing. The written notice shall contain information equal to the notice published in the newspaper, and proof of mailing receipts must be furnished prior to the public hearing. [Amended 3-7-2016 by L.L. No. 2-2016]

C. Additionally, any person making an application is further required to erect a sign facing each public street on which the property abuts, giving notice that such application has been made and that a public hearing will be held. Such signs shall be obtained from the Building Inspector. Signs are to be displayed for a period of not less than 10 days immediately preceding the hearing date or any adjourned hearing date. The sign shall not be set back more than 10 feet from any property or street line and shall not be less than two feet nor more than six feet above the grade at the property line. Said sign shall be affixed to a suitable frame which will assure visibility from the street at all times.

D. At the commencement of the public hearing before the Architectural Review Board, the applicant is required to file an affidavit which states that the aforementioned public notice requirements have been complied with. The affidavit shall provide the name of the applicant and the location of the property and must state that the applicant has read and is fully familiar with the requirements of § 9-8 of the Code of the Village of Tarrytown and that in accordance therewith he/she has caused written notice to be sent by certified mail, return receipt requested, to all interested parties as directed in the Code and that he/she makes this affidavit knowing that it shall be relied upon by the appropriate officials as proof of compliance with the requirements of the Code of the Village of Tarrytown.

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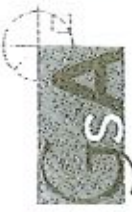
KEY PLAN:



DATE	12/15/2011
BY	CSA
CHECKED BY	CSA
PROJECT	NEW 6' FENCE & DOUBLE GATE @ TARRYTOWN MARINA
CLIENT	236 Green Street, Tarrytown, NY 10591
SCALE	AS SHOWN



CHARLES COOK ENGINEERING
 400 W. 125th St.
 Tarrytown, NY 10591
 Phone: 914.336.1234
 Fax: 914.336.1235
 Email: charles@cookeng.com



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NEW 6' FENCE & DOUBLE GATE @ TARRYTOWN MARINA
 236 Green Street
 Tarrytown, NY 10591

Fence Plan, Plan, Section and Details

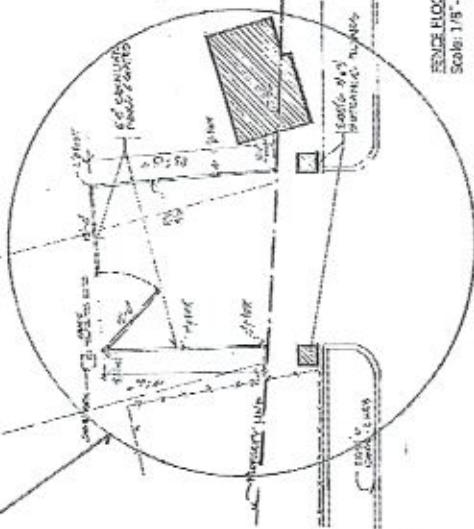
DATE	12/15/2011
BY	CSA
CHECKED BY	CSA
PROJECT	NEW 6' FENCE & DOUBLE GATE @ TARRYTOWN MARINA
CLIENT	236 Green Street, Tarrytown, NY 10591
SCALE	AS SHOWN

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AREA PHOTOGRAPH

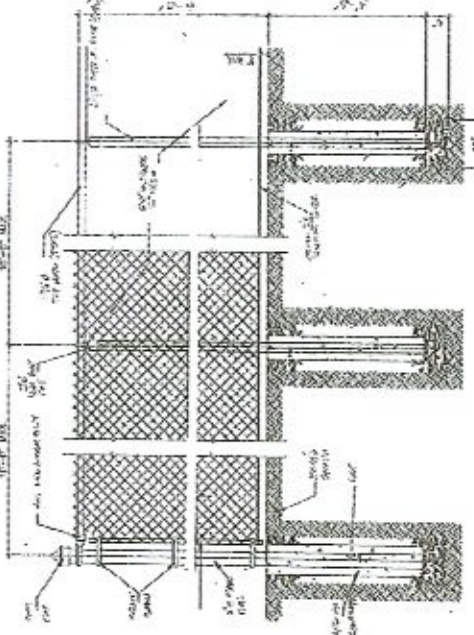
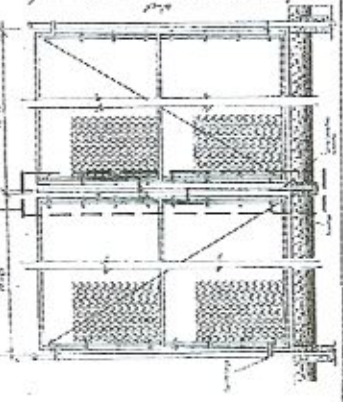
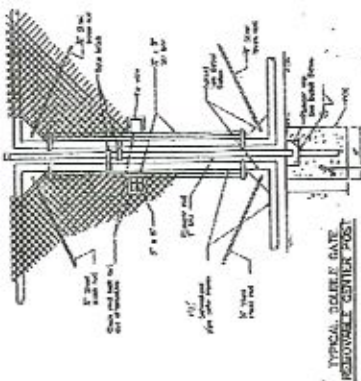
NEW 6' FENCE & DOUBLE GATE @ TARRYTOWN MARINA
 236 Green Street
 Tarrytown, NY 10591



GENERAL CODE DIMENSIONS
 TYPICAL GATE CENTER POS.

CHARLIE FENCE MATERIAL REQUIREMENTS

Item	Quantity	Unit	Material
6" x 6" Posts	12	Linear Feet	12' x 6" x 6"
3" x 6" Posts	12	Linear Feet	12' x 3" x 6"
4" x 4" Posts	12	Linear Feet	12' x 4" x 4"
2" x 4" Posts	12	Linear Feet	12' x 2" x 4"
1" x 4" Posts	12	Linear Feet	12' x 1" x 4"
6" x 6" Posts	12	Linear Feet	12' x 6" x 6"
3" x 6" Posts	12	Linear Feet	12' x 3" x 6"
4" x 4" Posts	12	Linear Feet	12' x 4" x 4"
2" x 4" Posts	12	Linear Feet	12' x 2" x 4"
1" x 4" Posts	12	Linear Feet	12' x 1" x 4"
6" x 6" Posts	12	Linear Feet	12' x 6" x 6"
3" x 6" Posts	12	Linear Feet	12' x 3" x 6"
4" x 4" Posts	12	Linear Feet	12' x 4" x 4"
2" x 4" Posts	12	Linear Feet	12' x 2" x 4"
1" x 4" Posts	12	Linear Feet	12' x 1" x 4"
6" x 6" Posts	12	Linear Feet	12' x 6" x 6"
3" x 6" Posts	12	Linear Feet	12' x 3" x 6"
4" x 4" Posts	12	Linear Feet	12' x 4" x 4"
2" x 4" Posts	12	Linear Feet	12' x 2" x 4"
1" x 4" Posts	12	Linear Feet	12' x 1" x 4"
6" x 6" Posts	12	Linear Feet	12' x 6" x 6"
3" x 6" Posts	12	Linear Feet	12' x 3" x 6"
4" x 4" Posts	12	Linear Feet	12' x 4" x 4"
2" x 4" Posts	12	Linear Feet	12' x 2" x 4"
1" x 4" Posts	12	Linear Feet	12' x 1" x 4"



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

TO: Board of Trustees
FROM: Office of the Village Administrator
RE: Changes to Fee Schedule
DATE: April 5, 2023

Having surveyed Department Heads about recommended adjustments to the fees charged by the Village, attached is a chart of current fees and proposed changes. Below are explanations for some of the fee recommendations:

Treasurer

- Parking permit fees were increased by 3% for all permits.
- The Harbormaster recommends the Boat Launching fee increase to \$60 (or even \$75) which is in keeping with other harbors on Hudson.
- The Harbormaster recommends we remove the "Boat Live Aboard" permit, because we cannot accommodate this because we cannot connect the boats to our sewer system. The code must change as well to remove Chapters 93.10 and 93.11.

Clerk

- A new fee is recommended. Copies of Birth and Death Certificates currently cost \$10 each. The Clerk recommends that Birth and Death certificates for the purposes of **genealogy** research be increased to \$20. In the case of birth certificates, the fee would apply if the certificate has been on file for at least 75 years and the person whose name is on the birth certificate is known to be deceased. For death certificates, the charge would apply if the certificate has been on file for at least 50 years. As the Clerk explains, genealogy requests often involve a lot of time for research because the applicant's information is often vague and none of the materials are in digital format.
- The Clerk recommends an increase to the Cabaret fees. In the Clerk's experience, only two permits are generally issued on an annual basis. The permit issuance involves the time for research and investigation of three different departments. The fee has not been increased for four years, and because the two entities have already renewed, the increase will apply for next year's permits.

Building Department

The Village Engineer recommends the following:

- Increases to inspection fees for plumbing permits, certificates of occupancy and compliance, cross control inspections, and steep slope clearance applications in recognition of the amount of time it takes to conduct the inspection and issue the certificates.
- A \$0.50 increase per sq ft for new commercial building permits.

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- A Boarder Permit fee - \$250 per Boarder. The Village Code allows for up to two boarders in single family residential zones, but the cost for processing the application, inspections, etc has never been assessed.
 - A doubling of the Freshwater Wetlands Permit to recognize the inherent value in preserving freshwater wetlands and the cost of ensuring adequate protection and inspection of activities.
 - Increase in Recreation fees in accordance with CPI increases
 - Remove the fees for copies of the zoning code because they are no longer provided in hard copy as they can be found online.

Department of Public Works

The Superintendent of Public works recommends the following:

In order to standardize fees and deposits required, the following permits will require flat rate fees of \$250 and deposits of \$1,000:

- Curb Cut Repair and Replacement
- Sidewalk Opening
- Street Opening

Recreation and Parks

The Superintendent of Recreation recommends the following:

- Fall Season Men's Softball is being removed from the fee schedule. This was a COVID-era program that will no longer run.
- Ice skating fees for non-residents should increase to \$10 from \$5. If residents pay \$10 for the season and non-residents pay \$5 for the day and we have a season where there is only one day of skating (which is very possible) then non-residents will end up paying less than residents. With no guarantees on how long a skating season may or may not be, the non- resident daily rate should be the same as the resident seasonal rate.

Police

Recommendations for parking:

Increase the maximum per day in the metered lots to \$15/day from \$14.

VILLAGE OF TARRYTOWN - MASTER FEE SCHEDULE Recommended Changes 4.5.23

Building Department

DPW

Clerk

Police

Recreation and Parks

Treasurer

TYPE OF PERMIT	FEE	Date Amended	Amount change	Recommended New Fee
Alarm User Permit	\$90 Residential - (2-year permit) \$180 Commercial (2-year permit)	5/8/2019	No change	\$90 Residential - (2-year permit) \$180 Commercial (2-year permit)
Architectural Review Board	Renewal - \$60 Residential (2-year permit) Renewal - \$120 Commercial (2-year permit) \$100 Application + \$2.25 per \$1,000/cost \$50 per occasion	5/8/2019	No change	Renewal - \$60 Residential (2-year permit) Renewal - \$120 Commercial (2-year permit) \$100 Application + \$2.25 per \$1,000/cost \$50 per occasion
Bingo	\$10	5/8/2019	No change	\$10
Birth/Death Certificates	\$10		No change	\$10
Genealogy copy			new fee	\$20
Blasting	\$1,000 + \$250,000 Bond & Cert. of Insurance	5/8/2019	No change	\$1,000 + \$250,000 Bond & Cert. of Insurance
Boat Launching	\$50 resident seasonal annual (expires in Dec.)		\$10	\$60
Boat Permit (Tarrytown Lakes)	\$50 resident seasonal annual (expires in Dec.) Per Boat		No change	\$50 resident seasonal annual (expires in Dec.) Per Boat
Building Legalization	Building Permit Fees Double for work without a permit		No change	Building Permit Fees Double for Work without a permit
Boat Live Aboards	\$1,100 per boat		Remove	Remove from Master Fee Schedule
Building Permits	\$100 + \$20 per \$1,000 (Renovation)	6/1/2022	No change	\$100 + \$20 per \$1,000 (Renovation)
	\$100 + \$3.30 per sq. ft. New Residential (All Floor Areas)	6/1/2022	specification only	\$100 + \$3.30 per sq. ft. New Residential (All Gross Floor Areas, including basements & attic areas under roof)
	New Commercial \$100 + \$4.40 per sq. ft. (All Floor Areas)	6/1/2022	Plus \$0.10/sq ft	New Commercial \$100 + \$4.50 per sq. ft. (All Floor Areas)
	\$200 Re-inspection Fee - All	6/1/2022	No change	\$200 Re-inspection Fee - All
	Plan Amendment Fee - \$200 each submission	6/1/2022	No change	Plan Amendment Fee - \$200 each submission
	Construction Operations outside of permitted hours [215.6B(1)]- 25% Extra permit fee charged by Building Dept.	11/3/2009	No change	215.6B(1)]- 25% Extra permit fee charged by Building Dept.
Electrical Permits	night construc 0-\$499 = \$100 \$500-\$999 = \$125	8/21/2017	No change	night construc 0-\$499 = \$100 \$500-\$999 = \$125
		6/1/2022	No change	

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	\$1,000-\$1,999 = \$135	6/1/2022	No change	\$1,000-\$1,999 = \$135
	\$2,000-\$3,999 = \$150	6/1/2022	No change	\$2,000-\$3,999 = \$150
	\$4,000-\$9,999 = \$200	6/1/2022	No change	\$4,000-\$9,999 = \$200
	\$10,000-\$50,000 = \$300+3 % of value over \$10,000	6/1/2022	No change	\$10,000-\$50,000 = \$300+3 % of value over \$10,000
	\$50,000 and over = \$1,900.00	6/1/2022	No change	\$50,000 and over = \$1,900.00
Plumbing Permit Fees	\$120 application fee (Charge for add'l fixtures over 4)	6/1/2022	No change	\$120 application fee (Charge for add'l fixtures over 4)
	Charge for Additional Fixtures over 4 - \$15.00/fixture	6/1/2022	No change	Charge for Additional Fixtures over 4 - \$15.00/fixture
	\$60 roughing inspection	6/1/2022	Plus \$10	\$70 roughing inspection
Plumbing Permit Fees	\$60 testing	6/1/2022	Plus \$10	\$70 testing
	\$60 in-ground sewer or gas	6/1/2022	Plus \$10	\$70 in-ground sewer or gas
	\$60 gas test	6/1/2022	Plus \$10	\$70 gas test
	\$60 final inspection fee	6/1/2022	Plus \$10	\$70 final inspection fee
	\$125 re-inspection fee	6/1/2022	No change	\$125 re-inspection fee
	Tap into sewer line \$1,000	6/1/2022	No change	Tap into sewer line \$1,000
Boarder Permit	Annual fee per boarder	6/1/2023	New fee	\$250 per Boarder
Carting	\$250 per Company; \$100 per truck		no change	\$250 per Company; \$100 per truck
Certificate of Compliance	\$110 Residential / \$250 Commercial	6/1/2022	\$40, \$50	\$150 Residential / \$300 Commercial
Certificate of Occupancy	\$110 Residential / \$250 Commercial	6/1/2022	\$40, \$50	\$150 Residential / \$300 Commercial
Circus and Carnivals	Per event, \$250 + \$1 million insurance; Private	5/8/2019	No change	Per event, \$250 + \$1 million insurance; Private
Circus and Carnivals	\$100 per event, not-for-profit, plus \$1 million insurance	5/8/2019	No change	\$100 per event, not-for-profit, plus \$1 million insurance
Cross Control Program	\$150 Administration Fee	6/1/2022	\$50	\$200 Administration Fee
	\$15.00/lineal foot - Minimum Fee: \$150.00 - Security Deposit:	5/8/2019	Flat rate fee	\$250 PERMIT FEE
Curb Cut - Repair/Replacement	\$500.00		Plus \$500 for deposit	\$1000 DEPOSIT
Curb Cut - Repair/Replacement	\$200 per year or \$20 per day	5/8/2019	\$50, \$30	\$250 per year or \$50 per day
Dance Halls & Cabarets	As of 1/1/2011 - Dog Licenses are issued by Town of			NOT APPLICABLE
Dog Licenses	Dumping of Leaves at Village Dump - \$20 per load	4/3/2018	PLUS \$5	Dumping of Leaves at Village Dump - \$25 per load
Village Dump	\$20/day + \$200 deposit; add'l \$40/day if parking space used	5/8/2019	No change	\$20/day + \$200 deposit; add'l \$40/day if parking space used
Dumpsters	\$0.30 per kilowatt hour	4/20/2020	No change	\$0.30 per kilowatt hour
Electric Vehicle Charger Service	100 per job site, based on value of construction	5/8/2019	specification	\$100 per job site, based on value of construction, for private properties
Excavation or Fill	1-2/year = No Charge		No change	1-2/year = No Charge
False Alarms	3/year - \$40	5/8/2019	No change	3/year - \$40
	4/year - \$100	5/8/2019	No change	4/year - \$100

	5/year - \$250	5/8/2019	No change	5/year - \$250
	6 or more/year - \$500 per occurrence		No change	6 or more/year - \$500 per occurrence
5/year - \$250	Public Property - \$2,500 - 1st day; \$2,000 each day thereafter	4/3/2017	No change	Public Property - \$2,500 - 1st day; \$2,000 each day thereafter
Filming/Photo Shoot	Private Property - \$1,500 - 1st day; \$1,000 each day thereafter	4/3/2017	No change	Private Property - \$1,500 - 1st day; \$1,000 each day thereafter
Filming hours - 7 a.m. - 10 p.m.	\$500 filming before 7 a.m.	5/8/2019	No change	\$500 filming before 7 a.m.
Filming - Early Start Fee	\$500 filming after 10 p.m.	5/8/2019	No change	\$500 filming after 10 p.m.
Filming - Late Finish Fee	Non-for-profit - \$250 - 1st day; \$125 each day thereafter	12/21/2010	No change	Non-for-profit - \$250 - 1st day; \$125 each day thereafter
Not-for-profit Filming Fee	Student - \$100 - 1st day; \$50 each day thereafter	12/21/2010	No change	Student - \$100 - 1st day; \$50 each day thereafter
Student Filming Fee	Reserved Parking Space - \$40 per space per day (all categories)		No change	Reserved Parking Space - \$40 per space per day (all categories)
Reserved Parking for Filming			No change	
Fingerprints - Non-Criminal	\$25		No change	\$200
Fire Hydrant Use	\$200	6/1/2022	No change	\$200
Fire Inspection Fees	(amended fees adopted 5/18/09)	5/18/2009	No change	
Multi-Family	FEE		No change	FEE
1-4 Units	\$100.00		No change	\$100.00
5-10 Units	\$160.00	6/1/2022	No change	\$160.00
11-20 Units	\$240.00	6/1/2022	No change	\$240.00
21 or more	\$350.00	6/1/2022	No change	\$350.00
Commercial	\$125.00	6/1/2022	No change	\$125.00
Restaurant	\$125.00	6/1/2022	No change	\$125.00
Church	\$125.00	6/1/2022	No change	\$125.00
Store	\$100.00		No change	\$100.00
Multi-Family plus Commercial	Fee for Multi-family + \$125 for ea. commercial use in structure	6/1/2022	No change	Fee for Multi-family + \$125 for ea. commercial use in structure
Other			No change	
Private Club & Social Institution without Residential Rooms	\$125.00	6/1/2022	No change	\$125.00
Private Club & Social Institution with Residential Rooms	\$125.00	6/1/2022	No change	\$125.00
Private School	\$125.00	6/1/2022	No change	\$125.00
Public School	No Fee		No change	No Fee
Municipal Building	No Fee		No change	No Fee
Private Residential School	\$275.00	6/1/2022	No change	\$275.00
Hotel	\$275.00	6/1/2022	No change	\$275.00
Office Building	Up to 5,000 sq. ft. - \$175.00	6/1/2022	No change	Up to 5,000 sq. ft. - \$175.00
	\$150 + \$25 for ea. Add'l 1,000 sq.ft.		No change	\$150 + \$25 for ea. Add'l 1,000 sq.ft.
Fire Sprinkler Service	\$50 application; \$10/\$1,000 of cost of construction		No change	\$50 application; \$10/\$1,000 of cost of construction
Fishing (Buttons)	Tarrytown Resident - \$10	5/8/2019	No change	Tarrytown Resident - \$10

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	Tarrytown Resident over 62 and under 16 - Free	No change	Tarrytown Resident over 62 and under 16 - Free
	Sleepy Hollow Resident - \$20	No change	Sleepy Hollow Resident - \$20
	Town of Greenburgh and Town of Mt. Pleasant Residents - \$25	No change	Town of Greenburgh and Town of Mt. Pleasant Residents - \$25
FOIL and Documents	\$.25/page; Videos and DVD's; cost of storage device Village Code -\$150; Certified Copy	No change	\$.25/page; Videos and DVD's; cost of storage device Village Code -\$150; Certified Copy
	of Elec. License - \$5	No change	of Elec. License - \$5
Food Scrap Recycling Kit	\$20/kit	No change	\$20/kit
Freshwater Wetlands Permit	\$500.00	Plus \$500	\$1,000.00
Games of Chance	\$50 per occasion	No change	\$50 per occasion
Garbage Collection - Add'l cart	\$3.00 per additional cart per week (Payment for	No change	\$3.00 per additional cart per week (Payment for
	additional carts must be made in advance for a 52 week		additional carts must be made in advance for a 52 week
	period) (Based on ^{period} ; Calendar Year)		period) (Based on ^{period} ; Calendar Year)
Good Conduct Letters	\$25; No charge for Government Agencies	No change	\$25; No charge for Government Agencies
Green Industry Contractors	\$150 - Business Permit; \$25/truck	No change	\$150 - Business Permit; \$25/truck
Hydrants, Private (unmetered)	\$200 per year per hydrant	No change	\$200 per year per hydrant
Hydrant Meters	\$50 permit fee. First Week or parts thereof.	No change	\$50 permit fee. First Week or parts thereof.
	1st Hydrant = \$100; 2nd Hydrant = \$50;	No change	1st Hydrant = \$100; 2nd Hydrant = \$50;
	Each add'l hydrant = \$25	No change	Each add'l hydrant = \$25
	If parking space is used = \$15/parking space	No change	If parking space is used = \$15/parking space
Laundromats	\$100 per year	No change	\$100 per year
	(On-street and all parking lots with exception		(On-street and all parking lots with exception of long-
	of long-term	No change	term
Parking Meter Rates	parking lots and on-street meters designated	No change	parking lots and on-street meters designated for long-
	for long-term	No change	term
	parking) -\$.25 for fifteen minutes	No change	parking) -\$.25 for fifteen minutes
Parking Meter Rates	(On-street long term meters on Cortlandt		(On-street long term meters on Cortlandt Street and
	Street and Lower	No change	Lower
Long Term Parking	Main Street; parking lots and areas on west		Main Street; parking lots and areas on west side of
	side of Metro	No change	Metro
	North Commuter Railroad tracks, South Depot		North Commuter Railroad tracks, South Depot Parking
	Parking Lot and	No change	Lot and
	parking lot north of Village Hall) - \$1.75 per		parking lot north of Village Hall) - \$1.75 per hour to a
	hour to a	No change	maximum of \$15.00 per day
	maximum of \$14.00 per day	Plus \$1/per day	Resident \$490/year; may be pro-rated for semi-annual
Parking Permits	Resident \$475/year; may be pro-rated for semi-	plus 3%	Resident \$490/year; may be pro-rated for semi-annual
Parking Permits	annual	plus 3%	Non-Resident \$1,380/year; may be pro-rated for semi-annual
Parking Permits	Non-Resident \$1,340/year; may be pro-rated	plus 3%	Resident Business \$330/year
Parking Permits	for semi-annual	REMOVE	REMOVE
Parking Permits	Resident Business \$320/year		
Parking Permits	Resident Carpool \$450 + \$90 each add'l car		

Parking Permits	Non-Resident Carpool \$1,340 + \$155 each add'l car	6/1/2022	REMOVE	REMOVE
Parking Permits	One Day Parking Permit-\$10 Resident Only	6/1/2022	No change	One Day Parking Permit-\$10 Resident Only
Parking Permits	Vacation Permit \$6/day (3 day minimum; 14 day maximum)		plus 3%	
Motorcycle Permit	Resident/Non-Resident \$160.00 year	6/1/2022	plus 3%	Resident/Non-Resident \$165.00 year
Parking Permits	Transfer Fee - \$5.00		No change	Transfer Fee - \$5.00
Parking Permits	Downtown Resident Parking Permit - \$320/year	6/1/2022		Downtown Resident Parking Permit - \$330/year
Resident Commercial - Section 291-49.A.A.	\$365.00 \$600.00	2/6/2018	plus 3%	\$375.00 \$620.00
Non-Resident Commercial - Section 291-49A.A.	\$470.00 \$780.00	2/6/2018	plus 3% plus 3%	\$485.00 \$600.00
Resident Commercial - (oversized vehicle)	\$520.00 \$875.00	2/6/2018	plus 3% plus 3%	\$535.00 \$900.00
Section 291-49.A.B.	\$650.00 \$1,135.00	2/6/2018	plus 3%	\$670.00 \$1,170.00
Non-Resident Commercial - (oversized) Section 291-49.A.B.	\$800 per parking space annual/ may be prorated for quarterly and semi-annual)	6/1/2022	plus 3%	\$825 per parking space annual/ may be prorated for quarterly and semi-annual)
Business Commercial Parking Permit - Cortlandt Street (metered parking spaces 4050 through 4061)	\$100 per year		no change	\$100 per year
Pawnbrokers	\$250.0 Annual 1-10 people – Veterans 20% discount	12/5/2022	no change	\$250.0 Annual 1-10 people – Veterans 20% discount
Peddlers & Solicitors	\$500.00 Annual 11-20 people	12/5/2022	no change	\$500.00 Annual 11-20 people
	\$40 / day per person for special events	6/1/2022	plus \$10	\$50 / day per person for special events
Planning Board	Site Plan = \$650 + \$50 per parking space +\$75 each dwelling	6/1/2022	no change	Site Plan = \$650 + \$50 per parking space +\$75 each dwelling
Planning Board	Subdivision = \$1K+ \$1.5K./lot	6/1/2022	no change	Subdivision = \$1K+ \$1.5K./lot
Planning Board	Recreation Fee (2021) = \$11,340.00/ lot or per unit whichever is greater increases annually in	2022	plus 12%	Recreation Fee (2023) = \$12,707.00/lot or per unit whichever is greater, increases annually in
Planning Board	January by CPI of past year		no change	January based on CPI of past year
Planning Board	Escrow = \$2,500 - \$10,000 as determined by Planning Board		no change	Escrow = \$2,500 - \$10,000 as determined by Planning Board
Planning Board	Recreation Fee in lieu of providing park or recreation land		no change	Recreation Fee in lieu of providing park or recreation land

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Police Accidents Reports	\$8.00 per report For minor FOIL requests, such as police reports, which are readily available - 25 cents per page. When a FOIL request requires significant effort - 2 hours or more - then the actual cost of the lowest paid employee who has the skill to fulfill the request as well as a fee based on the storage medium used shall be charged.	5/8/2019	no change	\$8.00 per report For minor FOIL requests, such as police reports, which are readily available - 25 cents per page. When a FOIL request requires significant effort - 2 hours or more - then the actual cost of the lowest paid employee who has the skill to fulfill the request as well as a fee based on the storage medium used shall be charged.
Police Dept. FOIL		12/7/2009	no change	
Property Searches	\$150	5/8/2019	no change	\$150
Recreation Programs				
Adult Basketball	Fall/Winter - \$1,400/team (inactive)	2/6/2018	no change	Fall/Winter - \$1,400/team (inactive)
Adult Softball	Summer Men's - \$1,600/team	2/3/2020	no change	Summer Men's - \$1,600/team
	Summer Coed \$1,600/team	2/3/2020	no change	Summer Coed \$1,600/team
	Fall Men's - \$1,000/team	2/3/2020	REMOVE	REMOVE
Adult Volleyball	Adult Volleyball - \$650/team	2/6/2018	no change	Adult Volleyball - \$650/team
			no change	
Fitness Center	Adult (18+) - 1 Year \$340.00	3/31/2022	no change	Adult (18+) - 1 Year \$340.00
	Family Plan - 1 Year \$680.00	3/31/2022	no change	Family Plan - 1 Year \$680.00
	Senior Citizen (60+) 1 Year \$200.00	3/31/2022	no change	Senior Citizen (60+) 1 Year \$200.00
	Full Time College Student (Must provide valid college I.D. - 1 Year \$165.00	3/31/2022	no change	Full Time College Student (Must provide valid college I.D. - 1 Year \$165.00
	Guest Fee (Must come with a Member) - \$15/day	11/21/2016	no change	Guest Fee (Must come with a Member) - \$15/day
Ice Skating	Resident 18+ \$10 season		no change	Resident 18+ \$10 season
	17 and under \$5 season		no change	17 and under \$5 season
	Resident Senior \$5 season		no change	Resident Senior \$5 season
	Non-Resident \$5 per day		plus \$5	\$10
Kayak-Boat Permit - Tarrytown Lakes	\$50/boat	7/17/2017	no change	\$50/boat
Kayak Storage Rack	Season Rental of Kayak Storage Rack - \$180 per space	6/1/2022	no change	Season Rental of Kayak Storage Rack - \$180 per space
Losee Park Fields			new fee	Resident without Lights \$75/hour (2 hour/\$150 minimum)
			new fee	Resident with Lights \$100/hour (2 hour/\$200 minimum)
	Without Lights \$125/hour (3 hour/\$375 minimum)	2/4/2019	for non-residents	Non-resident without Lights \$125/hour (3 hour/\$375 minimum)
	With Lights \$150/hour (3 hour/\$450 minimum)	2/4/2019	for non-residents	Non-resident with Lights \$150/hour (3 hour/\$450 minimum)

Pierson Park Pavilion	\$300 Residents; \$600 Non-Residents (\$300 refundable)	1/17/2023	no change	\$300 Residents; \$600 Non-Residents (\$300 refundable)
Performance Pavilion	Use of Performance Pavilion for casual use - Resident Fee - \$50/hour up to a 3 hr. maximum	2018	no change	Use of Performance Pavilion for casual use - Resident Fee - \$50/hour up to a 3 hr. maximum
Senior Center Rental, Resident	Non-residents may not rent the Performance Pavilion \$400 for 4 hours, plus \$50 ea. Add'l hour \$(200)(\$refundable)	1/17/2023	no change	Non-residents may not rent the Performance Pavilion \$400 for 4 hours, plus \$50 ea. Add'l hour \$(200)(\$refundable)
Senior Center Rental, Non-Resident	\$700 for 4 hours, plus \$100 ea. Add'l hour \$300.00 refundable deposit for residents and non-residents	1/17/2023	no change	\$700 for 4 hours, plus \$100 ea. Add'l hour \$300.00 refundable deposit for residents and non-residents
Swimming Pool Fees - Residents Only	Family Rate (2 Adults and no limit on number of children up to 21 years of age) - \$485.00	11/17/2023/17/2023	no change	Family Rate (2 Adults and no limit on number of children up to 21 years of age) - \$485.00
	Individual (21 years of age or over) - \$240.00	1/17/2023	no change	Individual (21 years of age or over) - \$240.00
	Senior Citizen (60 and older) - \$120.00	1/17/2023	no change	Senior Citizen (60 and older) - \$120.00
	Nanny Au pair - \$240.00	1/17/2023	no change	Nanny Au pair - \$240.00
	Daily Rate (age 4 and older)* - \$10/weekday; \$15/weekend	1/17/2017	no change	Daily Rate (age 4 and older)* - \$10/weekday; \$15/weekend
	Daily Rate (age 3 and younger) - no charge	1/17/2017	no change	Daily Rate (age 3 and younger) - no charge
	*Maximum number of guests (daily rate) per member - 2	1/17/2017	no change	*Maximum number of guests (daily rate) per member - 2
	Daily Rate/fee per Resident - \$55 for pool card, plus \$10 per day per resident - Monday - Friday and \$15 per day per resident - Saturday, Sunday and Holidays.	1/17/2023	no change	Daily Rate/fee per Resident - \$55 for pool card, plus \$10 per day per resident - Monday - Friday and \$15 per day per resident - Saturday, Sunday and Holidays.
	No guests allowed for holders of the day passes		no change	No guests allowed for holders of the day passes
	Early Morning Lap Swim - Monday - Thursday, 5:30 a.m. - 8:30 a.m. and Sunday, 8:00 a.m. - 9:45 a.m. Pool	6/19/2017	no change	Early Morning Lap Swim - Monday - Thursday, 5:30 a.m. - 8:30 a.m. and Sunday, 8:00 a.m. - 9:45 a.m. Pool
	Members - \$60/season - Non-Pool Members - \$100/season		no change	Members - \$60/season - Non-Pool Members - \$100/season
Summer Day Camp	Paid By: April 30 Scholarship: \$138	1/17/2023	no change	Paid By: April 30 Scholarship: \$138
Fee- Per 1-week Session	Paid By: June 30 Scholarship \$163	1/17/2023	no change	Paid By: June 30 Scholarship \$163
	Paid By: April 30 Resident \$187	1/17/2023	no change	Paid By: April 30 Resident \$187
	Paid By June 30 Resident \$211	1/17/2023	no change	Paid By June 30 Resident \$211
	Paid By: April 30 Non-Resident: \$211	1/17/2023	no change	Paid By: April 30 Non-Resident: \$211
	Paid By: June 30 Non-Resident \$235	1/17/2023	no change	Paid By: June 30 Non-Resident \$235
Early Arrival	\$25 per child per week	1/17/2023	no change	\$25 per child per week
Extended Day	\$50 per child per week	1/17/2023	no change	\$50 per child per week

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Summer Tot Camp	Paid By: Apr 30 Resident: \$163	1/17/2023	no change	Paid By: Apr 30 Resident: \$163
Fee - Per 1-Week Session	Paid By: Apr 30 Non-Resident: \$194	1/17/2023	no change	Paid By: Apr 30 Non-Resident: \$194
	Paid By: Apr 30 Scholarship: \$115	1/17/2023	no change	Paid By: Apr 30 Scholarship: \$115
	Paid By: June 30 Resident \$187	1/17/2023	no change	Paid By: June 30 Resident \$187
	Paid By: June 30 Non-Resident \$217	1/17/2023	no change	Paid By: June 30 Non-Resident \$217
	Paid By: June 30 Scholarship \$138	1/17/2023	no change	Paid By: June 30 Scholarship \$138
Early Arrival	\$25 per child per week	1/17/2023	no change	\$25 per child per week
Extended Day	\$50 per child per week	1/17/2023	no change	\$50 per child per week
Summer Day Camp	Paid By: Apr 30 Resident: \$1,123	1/18/2023	no change	Paid By: Apr 30 Resident: \$1,123
Fee- 6 week session	Paid By: Apr 30 Non-Resident: \$1,267	1/19/2023	no change	Paid By: Apr 30 Non-Resident: \$1,267
	Paid By: Apr 30 Scholarship: \$833	1/20/2023	no change	Paid By: Apr 30 Scholarship: \$833
	Paid By: June 30 Resident: \$1,267	1/21/2023	no change	Paid By: June 30 Resident: \$1,267
	Paid By: June 30 Non-Resident \$1412	1/22/2023	no change	Paid By: June 30 Non-Resident \$1412
	Paid By: June 30 Scholarship \$977	1/23/2023	no change	Paid By: June 30 Scholarship \$977
Early arrival	\$25 per child per week	1/24/2023	no change	\$25 per child per week
Extended day	\$50 per child per week	1/25/2023	no change	\$50 per child per week
Summer Tot Camp	Paid By: Apr 30 Resident: \$977	1/26/2023	no change	Paid By: Apr 30 Resident: \$977
Fee- 6 week session	Paid By: Apr 30 Non-Resident: \$1,159	1/27/2023	no change	Paid By: Apr 30 Non-Resident: \$1,159
	Paid By: Apr 30 Scholarship: \$688	1/28/2023	no change	Paid By: Apr 30 Scholarship: \$688
	Paid By: June 30 Resident: \$1,123	1/29/2023	no change	Paid By: June 30 Resident: \$1,123
	Paid By: June 30 Non-Resident: \$1,302	1/30/2023	no change	Paid By: June 30 Non-Resident: \$1,302
	Paid By: June 30 Scholarship: \$833	1/31/2023	no change	Paid By: June 30 Scholarship: \$833
Early arrival	\$25 per child per week	2/1/2023	no change	\$25 per child per week
Extended day	\$50 per child per week	2/2/2023	no change	\$50 per child per week
Scaffolding Permit	\$50		no change	\$50
Sanitary Sewer &	\$50 application fee +\$40/day for use of parking space		no change	\$50 application fee +\$40/day for use of parking space
Stormwater Connection	\$350 for connection for tap into manhole or catch basin		no change	\$350 for connection for tap into manhole or catch basin
	\$1,000 for tap into sewer line		no change	\$1,000 for tap into sewer line
Shopping Carts Left on Streets	\$25		no change	\$25
Sidewalk Café	Café - \$100 plus \$4.00 s.f.	6/1/2022	no change	Café - \$100 plus \$4.00 s.f.
Sidewalk Vending	Vending - \$300 Sandwich Boards only - \$200	2/18/2020	no change	Vending - \$300 Sandwich Boards only - \$200
Sidewalk Musicians	\$50 annually (a maximum of 4 sidewalk musician permits issued per year	6/1/2022	no change	\$50 annually (a maximum of 4 sidewalk musician permits issued per year
Sidewalk Closing	\$25 + \$40 per day for parking spaces + \$250 security deposit		no change	\$25 + \$40 per day for parking spaces + \$250 security deposit
Sandwich Board Permits	\$3.00/square foot - Minimum Fee: \$200.00 - Security Deposit - \$1,000.00	10/21/2013	no change	\$200
Sidewalk Opening Permit	Flat rate fee	6/1/2022	no change	\$250 Permit Fee
Signs	Single faced less than 25 sq. ft. - \$100	6/1/2022	Plus \$50 per face	Security Deposit: \$1,000
	Single faced 25 sq. ft. or more - \$150.00	6/1/2022	Plus \$50 per face	Per face - Max. 25 sq. ft. - \$150
Signs	Awning Sign - \$100	6/1/2022	no change	Per face - 25 sq. ft. or more - \$200
				Awning Sign - \$100

	illumination on Sign - \$50 add'l. Floodlighting - \$30 per floodlight	6/1/2022	no change REMOVE	illumination on Sign - \$100 add'l. Floodlighting - \$30 per floodlight
Special Use Permit (Board of Trustees)	\$600	5/8/2019	no change	\$600
Steep Slopes Clearance Application	\$300	6/1/2022	Plus \$100	\$400
Street Opening Permit	Deposit: \$3.50 per square foot with a minimum of \$1,000.00 Permit: \$250/street opening for non-utility applicants Utility Applicants: \$3.50/square ft-Minimum fee: \$200.00	6/1/2022	no change no change flat rate fee	Deposit: \$3.50 per square foot with a minimum of \$1,000.00 Permit: \$250/street opening for non-utility applicants \$250 Permit Fee
Taxi/Livery	Business License \$250/year Taxicab Fee \$100 each car		no change no change	Business License \$250/year Taxicab Fee \$100 each car
Taxi Fares	\$8 within Village all parties/same address Senior Citizens (62+) \$5 within Village; all parties/same address	10/18/2022 10/18/2022	no change no change	\$8 within Village all parties/same address Senior Citizens (62+) \$5 within Village; all parties/same address
Reproduction of Westchester County Taxi & Commission License	\$15.00 \$300 Business License	6/1/2022 12/19/2016	no change no change	\$15.00 \$300 Business License
Towing Rates	Non-commercial vehicles within the Village of Tarrytown - \$125.00 Per mile outside a 2-mile radius of the Village line - \$5.00 Flat Bed Service - \$175.00 Road Service - \$75.00 Winching Rates - \$105.00 Rollover - \$200.00 Storage Fee Per Day \$50.00 Pick up prior to vehicle being hooked to tow truck - \$75.00	12/19/2016 12/19/2016 12/19/2016 12/19/2016 12/19/2016 12/19/2016	no change no change no change no change no change no change	Non-commercial vehicles within the Village of Tarrytown - \$125.00 Per mile outside a 2-mile radius of the Village line - \$5.00 Flat Bed Service - \$175.00 Road Service - \$75.00 Winching Rates - \$105.00 Rollover - \$200.00 Storage Fee Per Day \$50.00 Pick up prior to vehicle being hooked to tow truck - \$75.00
	After hours retrieval of towed vehicle - \$65.00 Yard Charge - \$65.00 Non-Crime Resident - \$15.00 Non Crime Non-Resident - \$20.00 Crime - Resident - \$40.00 Crime - Non-Resident - \$45.00 No Charge unless matter referred to Arborist; if referred, must pay Arborist's fee	12/19/2016 12/19/2016 12/19/2016 12/19/2016 12/19/2016 12/19/2016	no change no change Plus \$5 Plus \$5 Plus \$5 Plus \$5	After hours retrieval of towed vehicle - \$65.00 Yard Charge - \$65.00 Non-Crime Resident - \$15.00 Non Crime Non-Resident - \$20.00 Crime - Resident - \$40.00 Crime - Non-Resident - \$45.00 No Charge unless matter referred to Arborist; if referred, must pay Arborist's fee
Tree Permit	\$6/day (14 consecutive days maximum) McKeel Parking Lot only \$100 - 1st Machine;		no change FOLD INTO VACATION PERMIT no change	No Charge unless matter referred to Arborist; if referred, must pay Arborist's fee FOLD INTO VACATION PERMIT ABOVE only \$100 - 1st Machine;
Vacation Permits				
Video Games				

5

5

	2nd & 3rd Machine \$50 (3 Maximum) Renewal: \$50 - 1st Machine;				2nd & 3rd Machine \$50 (3 Maximum) Renewal: \$50 - 1st Machine;
	2nd & 3rd Machine \$25/machine (3 Maximum)	\$50			2nd & 3rd Machine \$25/machine (3 Maximum)
Water - Final Meter Read					
Water Main Tapping Fees	3/4" - \$400	6/1/2022	no change		3/4" - \$400
	1" - \$500	6/1/2022	no change		1" - \$500
	1 1/2" \$600	6/1/2022	no change		1 1/2" \$600
	2" \$750.00	6/1/2022	no change		2" \$750.00
	4" \$1,400	6/1/2022	no change		4" \$1,400
	6" \$1525.00	6/1/2022	no change		6" \$1525.00
	8" \$1,800.00	6/1/2022	no change		8" \$1,800.00
	10" \$2,300.00	6/1/2022	no change		10" \$2,300.00
	Inspection Fee \$75 per tap if Village does not perform tap		no change		Inspection Fee \$75 per tap if Village does not perform tap
Water Rates	RESIDENTIAL: Within Village \$88.50 per 1,000 cubic feet	7/19/2021	no change		RESIDENTIAL: Within Village \$88.50 per 1,000 cubic feet
	Senior Citizens within Village - \$65.99 per 1,000 cubic feet	7/19/2021	no change		Senior Citizens within Village - \$65.99 per 1,000 cubic feet
	Outside Village Resident: \$132.75 per 1,000 cubic feet	7/19/2021	no change		Outside Village Resident: \$132.75 per 1,000 cubic feet
	Inside Village Commercial		no change		Inside Village Commercial
	\$91.02 per 1,000 cubic feet for first 2,000 cubic feet	7/19/2021	no change		\$91.02 per 1,000 cubic feet for first 2,000 cubic feet
	\$109.24 per 1,000 cubic feet for next 5,000 cubic feet	"	no change		\$109.24 per 1,000 cubic feet for next 5,000 cubic feet
	\$131.08 per 1,000 cubic feet for next 5,000 cubic feet	"	no change		\$131.08 per 1,000 cubic feet for next 5,000 cubic feet
	\$157.30 per 1,000 cubic feet thereafter	"	no change		\$157.30 per 1,000 cubic feet thereafter
	Outside Village Non-Residential		no change		Outside Village Non-Residential
	\$136.53 per 1,000 cubic feet for first 2,000 cubic feet	7/19/2021	no change		\$136.53 per 1,000 cubic feet for first 2,000 cubic feet
	\$163.84 per 1,000 cubic feet for next 5,000 cubic feet	"	no change		\$163.84 per 1,000 cubic feet for next 5,000 cubic feet
	\$196.60 per 1,000 cubic feet for next 5,000 cubic feet	"	no change		\$196.60 per 1,000 cubic feet for next 5,000 cubic feet
	\$235.92 per 1,000 cubic feet thereafter		no change		\$235.92 per 1,000 cubic feet thereafter
Water Curb Stop Turn-on/Turn-off		6/1/2022	no change		\$100
Sewer Fee	Sewer Fee: \$2.50 per 1,000 cubic feet of water consumed	6/19/2017	no change		Sewer Fee: \$2.50 per 1,000 cubic feet of water consumed
Zoning Board of Appeals	\$500 for residential (1 and 2 family)	6/1/2022	no change		\$500 for residential (1 and 2 family)
	\$1000 for commercial	6/1/2022	no change		\$1000 for commercial
	\$75 for renewal		REMOVE		REMOVE
Zoning Code	Zoning Code=\$35 (includes map); map only=\$5		REMOVE		REMOVE

**MEMORANDUM OF UNDERSTANDING
 BETWEEN
 UNITED STATES DEPARTMENT OF VETERANS AFFAIRS, JAMES J. PETERS
 BRONX VA HEALTH CARE SYSTEM
 AND
 TARRYTOWN POLICE DEPARTMENT**

This Memorandum of Understanding (MOU) is entered into between the U.S. Department of Veterans Affairs (VA) James J. Peters VA Healthcare System (Bronx VAHCS) and the Tarrytown Police Department, hereinafter referred to as "parties."

1. **Purpose:** To establish general working relationships between the James J. Peters VAHCS Police Service and Tarrytown Police Department as a means of reinforcing interagency coordination and responsibility concerning law enforcement, emergency response, requests for assistance, and physical security and access control operations at Veterans Integrated Service Networks (VISN2) Suites located at 120 White Plains Road, Tarrytown, NY 10591.

2. References:

- a. VA Directive 0730, Security and Law Enforcement, 12 December 2012
- b. VA Handbook 0730, Security and Law Enforcement, 11 August 2000

3. General:

- a. VAHCS VISN2 Office suites is leased space in a commercial building located within the city of Tarrytown on the 5th floor of the Christiania Building.
- b. The Tarrytown Police Department has proprietorial jurisdiction over VAHCS VISN2 Office suites. This jurisdiction grants local police agencies the authority to jointly enforce Federal and state laws on VAHCS VISN2 leased space.

4. Responsibilities:

Tarrytown Police will provide primary initial response to any and all incidents or emergency situations at the VISN2 Office Suites.

5. Acceptance & Ratification:

- a. The provisions of this MOU are effective upon signature and date as indicated below and will be reviewed every 3 years, or as required.
- b. This agreement may be unilaterally suspended or cancelled by either side upon giving at least 180 days written notice to the other party.
- c. This MOU does not create additional jurisdiction or limit or modify existing jurisdiction vested in the parties. This MOU is intended exclusively to provide guidance and documents an agreement for general support between the parties.

6.

Nothing contained herein creates or extends any right, privilege, or benefit to any person or entity.

- d. Other areas of mutual interest may arise where services and support from one party of this MOU is required by the other party of this MOU. This MOU is not meant to limit those instances nor prohibit cooperation outside the above listed situations set forth and agreed upon

**FOR DEPARTMENT OF VETERAN AFFAIRS JAMES J. PETERS VETERAN
AFFAIRS MEDICAL CENTER**



Scott Tromp
Chief of Police, U.S. Dept. Veteran Affairs
James J. Peters VA Medical Center
130 W. Kingsbridge Road
Bronx, NY 10468

3/27/2003

Date

John Barbelet
Chief of Police, Tarrytown Police Department
Tarrytown Police Department
1 Depot Plaza, Tarrytown, NY 10591

Date



VILLAGE OF TARRYTOWN INTEROFFICE MEMORANDUM

BUILDING • ENGINEERING • PLANNING • ZONING • ARB

TO: Richard Slingerland, Village Administrator
FROM: Donato R. Pennella, P.E., Village Engineer
RE: Tarrytown Dam – Dam Id: 214-0271
Proposals for Subsurface Soil Exploration - Borings
DATE: April 5, 2023

Proposals for the above referenced project were requested and received from various companies for performing soil borings, a component of the Engineering Assessment which is mandated in the NYSDEC conditions rating letter received on February 23, 2023. The soil exploration work is a required element for performing the structural analysis of the dam which is a part of the Engineering Assessment that was noted in the response letter to DEC on March 23, 2023, attached. Below is summary of the attached proposals that were received.

Tabulation of Cost - Bids Received

Soil Exploration, Analysis and Reports			Allied Drilling Inc.	Geotechnical Services, P.C.	Soil Testing, Inc	Tectonic Engineering
Item	Description	Unit				
1	Mobilization, Insurance and Bonding	LS	\$550.00	\$1,450.00	\$800.00	\$500.00
2	Soil Borings	4	\$5,900.00	\$14,000.00	\$6,992.00	\$4,800.00
3	Observation Wells	4		\$5,760.00		\$3,600.00
4	Laboratory Testing	4		\$2,500.00		\$2,200.00
5	Grout Fill	120 lf.	\$1,680.00			\$1,100.00
6	Piezometer	4		\$2,800.00		
7	Field Inspection	LS		\$3,800.00		\$1,800.00
8	Soil Analysis	LS				\$3,000.00
9	Reports	LS		\$4,500.00		\$5,000.00
10	Report for Engineering Assessment	LS		TBD	-	TBD
			\$8,130.00	\$34,810.00	\$7,792.00	\$22,000.00

Based on the proposals received we recommend awarding this phase of the work to Tectonic Engineering at a cost of \$22,000.00 and allocating \$25,000.00 for the Engineering Assessment. This cost can be later refined upon completion of the soil exploration work. Some of the efforts carry over from the reports and field inspection listed above. Tectonic is a well-recognized firm in performing this type of work and is currently performing similar work for adjoining communities.

c: Alissa Fasman, Deputy Clerk
Lou Martirano, Superintendent of Public Works
Mariana Reis, Junior Civil Engineer
w/attachments



VILLAGE OF TARRYTOWN

One Depot Plaza, Tarrytown, New York 10591-3199
www.tarrytownny.gov

Mayor
KAREN G. BROWN
Deputy Mayor
REBECCA McGOVERN

Board of Trustees
ROBERT HOYT
DAVID T. KIM
THOMAS MITCHELL
PAUL J. RINALDI
EFFIE PHILLIPS-STALEY

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

FAX NO. 914-631-1571

March 22, 2023

John Smith, P.E.
Professional Engineer I (Environmental)
Dam Safety Section
New York State Department of Environmental Conservation
Division of Water, Bureau of Flood Protection and Dam Safety
625 Broadway, Albany, New York 12233-3504

Rc: Tarrytown Waterworks Dam, DEC Dam ID#214-0271
Class "C" High Hazard Dam
Tarrytown (V), Greenburgh & Mount Pleasant (T), Westchester County

Response to February 23, 2023 – Condition Rating Letter

Dear Mr. Smith:

This letter is in response to your February 23, 2023 correspondence to the Village of Tarrytown, addressed to Richard Slingerland, Village Administrator, summarizing the findings of your inspection conducted on February 7, 2023 on the Tarrytown Waterworks Dam.

The compliance status table presented in your writing has been attached and utilized herein with an added column on the right to provide the status of each item noted.

Additionally, please note that we have included an additional column (on the far right of the table) to your original table, titled "Current Status" which includes our responses and necessary steps taken to address the code citations noted.



March 22, 2023

Reply to DEC re: Tarrytown Waterworks Dam, DEC Dam ID#214-0271

Page 2 of 6

The following is a list of chronological events that the Village has undertaken and will continue to perform in order to address the comments in you noted in your February 23, 2023 condition rating letter for Dam 214-0271.

Citation	Requirement	Status	Current Status
673.6	Develop and implement an I&M Plan. Plan does not have to be submitted to the Department but needs to be available for inspection if requested.	I&M Plan was not requested during the inspection.	No action required. The I&M Plan was implemented and available during our inspection.
673.7	Develop and distribute to the local emergency responders an Emergency Action Plan (EAP). EAP should be updated on an annual basis. To be considered "final" a completed Promulgation and Concurrence (P&C) form must also be submitted indicating that the EAP has been distributed to and coordinated with local emergency responders.	EAP last reviewed 2022.	No action required. The EAP last reviewed in 2023 after comments from the EAP holders, available during our inspection.
673.8	Submit an Annual Certification (AC) to the Department by January 31 of each year (certification is for the previous year). The Dam Safety Annual Certification form can be completed online through the NYDEC eBusiness Portal at: https://www.dec.ny.gov/pubs/95925.html .	An AC for the 2022 calendar year has been submitted	No action required.
673.13	Complete and submit to the Department an Engineering Assessment (EA) by August 19, 2012. The EA must be updated every 10 years after the initial submittal.	An incomplete EA dated July 2015 was received (2015 EA). An Addendum to the 2015 EA was received March 3, 2020. Comments for both documents were issued via my April 16, 2020 letter (2020 Letter).	Please see detailed responses below.

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March 22, 2023

Reply to DEC re: Tarrytown Waterworks Dam, DEC Dam ID#214-0271

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- **January 18, 2023:** Requested proposals for performing subsurface exploration which are required for conducting the Engineering Assessment, noted in the December 17, 2021, for compliance with 6 NYCRR Part 6 673.13. Specifically, soil testing is required for carrying out an updated structural analysis that was originally performed in April 1992.
- **March 3, 2023:** Permit filed for performing soil exploration NYSDEC Division of Environmental Permits Division.
- **March 7, 2023:** Department of Public works crews removed saplings from the toe of the dam along the pump house and on the north side of the service spillway, pictures attached.
- **March 9, 2023:** DPW crews removed brush and vegetation growth from auxiliary spillway, pictures attached.
- **March 15, 2023:** Acknowledgement of receipt and assignment of application no. 5526-00151/00006, pending approval.
- **March 17, 2023:** The Village has included the project to stabilize and rehabilitate the Tarrytown Eastview Dam in our 2023-2024 Tentative Budget Capital Budget, at an estimated cost of \$2.1 million, noting possible funding sources as village funds or grants.
- **April 28, 2023:** The Village of Tarrytown intends on submitting an application to the NYSDEC Division of Environmental Permits Division to modify the spillway and lower the crest elevation to its original construction as noted in my April 27, 2020 request (attached).

Currently, we are awaiting approval of application No 5526-00151/00006 to proceed with awarding and performing soil exploration work.

Note: For the record, we draw to your attention that no portion of the City of White Plains incorporated limits is within the inundation zone if there was a catastrophic failure of the Tarrytown Eastview Dam. The waters would be conveyed down the Saw Mill River basin.

Upon completion of the exploratory work and soil analysis the Village will engage the services of an engineering consultant to perform the structural analysis requested.

Very truly yours,



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



Richard Slingerland
Village Administrator

cc: Karen G. Brown, Mayor, Village of Tarrytown, kbrown@tarrytownny.gov
Alissa Fasman, Deputy Village Clerk, afasman@tarrytownny.gov
Mariana Reis, Junior Civil Engineer, mreis@tarrytowngov.com
Paul Feiner, Supervisor, Town of Greenburgh, pfeiner@greenburghny.com
Carl Fulgenzi, Supervisor, Town of Mount Pleasant, cfulgenzi@mtpleasantny.com
Dennis Delborgo, Director, Westchester County Office of Emergency Management, drd2@westchester.gov

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March 22, 2023

Reply to DEC re: Tarrytown Waterworks Dam, DEC Dam ID#214-0271

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Saplings and vines removed.

Photo 1 Dam ID# 214-0271 Tarrytown Waterworks Dam 03/07/2023
Downstream Embankment

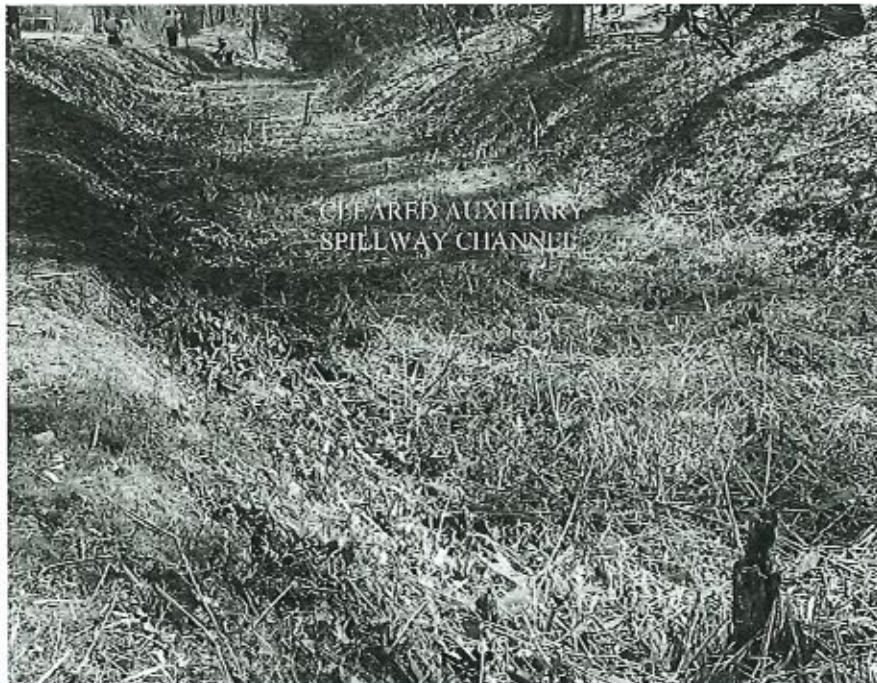


Photo 2 Dam ID# 214-0271 Tarrytown Waterworks Dam 03/09/2023
Auxiliary Spillway Channel
Looking downstream

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March 22, 2023

Reply to DEC re: Tarrytown Waterworks Dam, DEC Dam ID#214-0271

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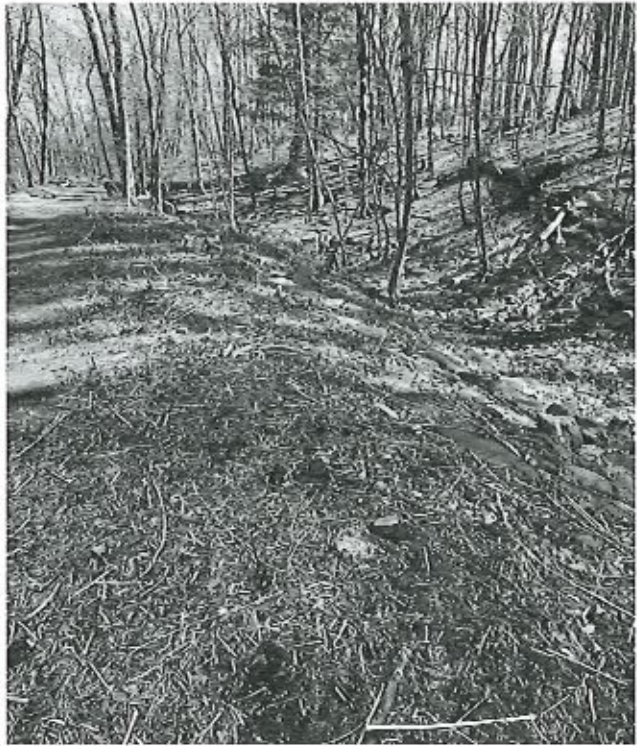


Photo 3 Dam ID# 214-0271 Tarrytown Waterworks Dam 03/09/2023
Auxiliary Spillway Channel
Looking downstream

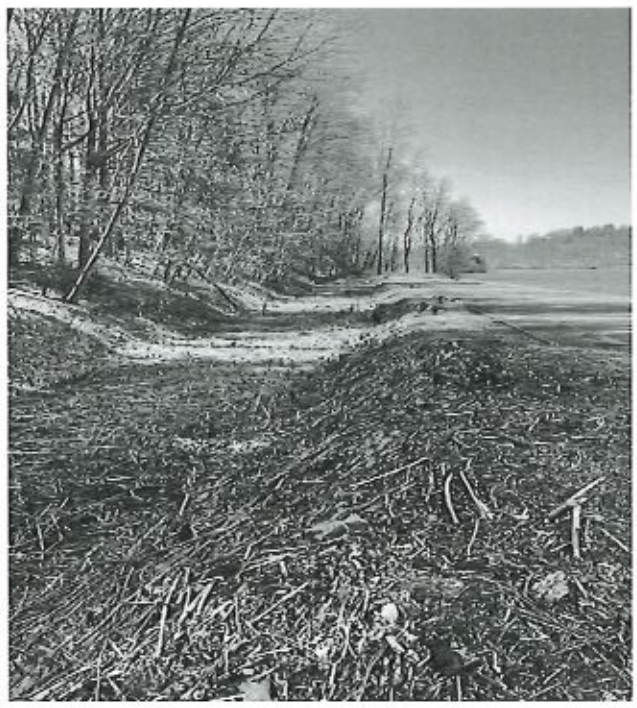


Photo 4 Dam ID# 214-0271 Tarrytown Waterworks Dam 03/09/2023
Auxiliary Spillway Channel
Looking upstream

March 22, 2023

Reply to DEC re: Tarrytown Waterworks Dam, DEC Dam ID#214-0271

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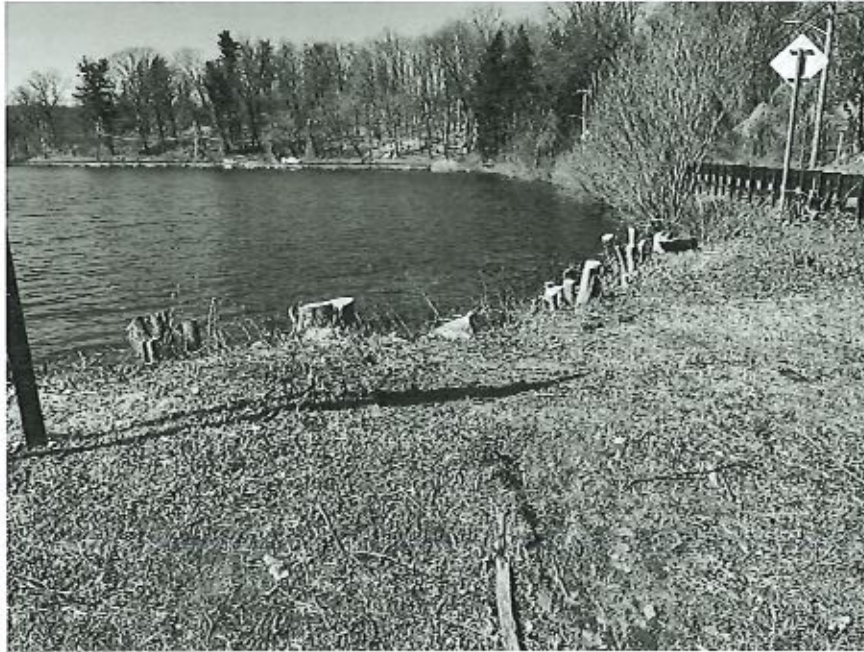


Photo 5 Dam ID# 214-0271 Tarrytown Waterworks Dam 03/07/2023
Service Spillway
Looking upstream



Tectonic

PROFESSIONAL ENGINEERING CONSULTANTS

Village of Tarrytown
One Depot Plaza
Tarrytown, NY 10591-3199

Attention: Mr. Donato R. Pennella, PE, Village Engineer
VIA E-MAIL: (DPenella@tarrytowngov.com)

March 9, 2023

RE: PN 23-0283
PROPOSAL FOR GEOTECHNICAL DAM ENGINEERING SERVICES
TARRYTOWN WATERWORKS DAM (NYSDEC ID #214-0271)
404 NEPERAN ROAD
TARRYTOWN, WESTCHESTER COUNTY, NEW YORK

Dear Mr. Penella:

Tectonic Engineering Consultants, Geologists & Land Surveyors, D.P.C. (Tectonic) is pleased to submit this proposal to provide geotechnical engineering services for the above referenced dam. The proposed scope of services consists of the performance of borings, boring inspection, laboratory soil testing, engineering analyses, and preparation of a geotechnical engineering report. The report will provide an evaluation of the subsurface conditions as they relate to the stability analyses of the dam.

The following sections describe our proposed scope of services, limitations of service, and provide a detailed fee estimate.

1.0 SCOPE OF SERVICES

The following services will be performed for the Village of Tarrytown, herein referred to as Owner.

- 1.1 Mobilize an ATV-mounted drill rig and perform four (4) test borings along the dam crest and at the dam toe. The borings will extend to approximate depths of up to 30 feet below existing grade (bgs). Standard Penetration Testing (SPT), with split-spoon sampling, will be performed within the borings. A groundwater observation well will be installed within each boring upon completion of the drilling.
- 1.2 Provide full-time field inspection services with a Tectonic representative, working under the supervision of a Professional Engineer licensed in the State of New York, to locate the borings, perform visual inspection of the subsurface conditions, log and classify all soil samples, obtain boring surface elevations based on an assumed datum, obtain samples for laboratory testing, take groundwater level readings, if encountered, and modify the subsurface investigation program as conditions warrant.
- 1.3 Perform laboratory testing of soil samples as deemed necessary to help assist in establishing engineering characteristics of the soils encountered. Soil laboratory testing may include gradation analysis, organic content, Atterberg limits determinations, and direct shear.
- 1.4 Perform a geotechnical engineering evaluation of the subsurface conditions and laboratory test results as they relate to the stability analyses.

Newburgh Office

1279 Route 300 | Newburgh, NY 12550
845.567.6656 Tel | 845.567.8703 Fax

tectonicengineering.com



- 1.5 Prepare a geotechnical engineering report, signed and sealed by a New York State licensed Professional Engineer (P.E.), with the following data:
 - a. Boring location plan.
 - b. Subsurface soil and groundwater data presented on 8-1/2 by 11-inch log forms.
 - c. Laboratory test results.
 - d. Anticipated groundwater level and recommendations for permanent control of groundwater, if necessary.
 - e. Coefficients of lateral earth pressure, base friction, and unit weight of soil for the future stability analyses.
 - f. Appropriate seismic site coefficients.
- 1.6 Perform a stability analysis of the dam based on geometry developed from a provided survey, as provided by the Owner. The analyses will be performed using a computer slope stability program and the appropriate material parameters from the subsurface investigation. The dam will be evaluated against normal pool, flood pool and earthquake stresses as required by regulations. It is assumed that the appropriate pool elevations will be provided by the Owner. The computational results of the assessment will be appended behind a brief summary memorandum.
- 1.7 Attend meetings as deemed necessary by the Client.

2.0 LIMITATIONS

The limitations of service shall be in accordance with the attached General Terms and Conditions of Agreement and the following:

- 2.1 Client to coordinate opening of gates, doors, etc., moving of parked vehicles, surface obstructions for access, and removal of any obstructions associated with accessing the boring locations, including but not limited to snow, debris, boulders, garbage, planters, and dumpsters. Tectonic assumes the work will take place during normal business hours of 7:30 am to 3:00 pm, Monday through Friday. A 50% premium will be added for work required to be done at night or on weekends.
- 2.2 Scope of services and fees for estimated days of drilling and field inspection assumes subsurface soils are free of oversized obstructions, which include, but are not limited to, tires, boulders, blast rock, brick wall, and reinforced concrete slab and previously installed foundation remnants. These materials, if encountered, will reduce drilling production, and likely require additional days of drilling and field inspection to complete the proposed quantity and depth of borings. If additional days of drilling and field inspection are required, Tectonic will notify the Client and not proceed until authorization is provided.
- 2.3 Client to provide an AutoCAD 2019 compatible file of the existing and proposed site plan for Tectonic's use in locating the borings, and for preparing the boring location plan.
- 2.4 The driller will contact Dig Safely New York and request a one-call utility mark-out. The Client is to provide any available plans showing the locations of all known existing underground utilities. Tectonic shall not be responsible for damage and repair of undocumented underground utilities and the hardships incurred.

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- 2.5 Scope of services and estimated fees do not include post-report consultations; supplemental reports; multiple revisions or evaluations; meeting attendance; review of meeting minutes; and construction phase services.

3.0 FEES AND PAYMENTS

- 3.1 Tectonic will perform the scope and quantity of work outlined in Section 1.0 above, based on the following estimated fees:

ITEM	DESCRIPTION	UNIT PRICE	ESTIMATED QUANTITY	FEE
1.1a	Mobilization of an ATV-Mounted Drill Rig	\$500.00/LS	1	\$500.00
1.1b	Drilling Soil Borings with an ATV-Mounted Drill Rig	\$2,400.00/Day	2	\$4,800.00
1.1c	Groundwater Observation Well	\$900.00/Ea.	4	\$3,600.00
1.1d	Prevailing Wage Differential	\$500.00/Day ⁽¹⁾	2	\$1,000.00
1.1e	Prevailing Wage Coordination	\$100.00/LS	1	\$100.00
1.2	Field Inspection	\$900.00/Day	2	\$1,800.00
1.3	Laboratory Services	Gradation \$100.00/Ea.	4	\$2,200.00
		Atterberg \$100.00/Ea.	4	
		Direct Shear \$700.00/Ea.	2	
1.4 & 1.5	Geotechnical Engineering Analyses and Report	\$3,000.00/LS	1	\$3,000.00
1.6	Stability Analyses	\$5,000.00/LS	1	\$5,000.00
1.7	Meetings	Hourly Rates, as per Item 3.2 Below	TBD	TBD
Estimated Total				\$22,000.00

- (1) The prevailing wage fees listed are estimated for budgetary purposes. Actual fees will be charged as a direct cost as provided by the drilling subcontractor.

- 3.2 Any additional engineering services requested by the Client will be billed on a time and material basis in accordance with the following hourly rates:

Vice President	\$245.00
Sr. Geotechnical Engineer (P.E.)	\$195.00
Project Manager	\$160.00
Staff Engineer	\$115.00
Geologist	\$ 95.00
Administrative Assistant	\$ 75.00

Please have an authorized representative sign the attached Work Authorization and Proposal Acceptance Form indicating the acceptance of this Agreement. Fees shall be invoiced monthly, with payment due in 30 days. If payment is not received within 60 days, Tectonic will consider non-payment just cause to stop work.

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We look forward to assisting with this project. Should you require additional information, please do not hesitate to call the undersigned.

Sincerely,

TECTONIC ENGINEERING CONSULTANTS, GEOLOGISTS & LAND SURVEYORS, D.P.C.

Christopher Burke, Ph.D., P.E., PMP
Vice President, Geotechnical

Attachments: General Terms and Conditions of Agreement (4 Pages)
 Work Authorization and Proposal Acceptance Form (1 Page)

TECTONIC ENGINEERING CONSULTANTS, GEOLOGISTS & LAND SURVEYORS, D.P.C. GENERAL TERMS AND CONDITIONS OF AGREEMENT

The engagement of Tectonic Engineering Consultants, Geologists & Land Surveyors, D.P.C. (TECTONIC) by CLIENT is under the following terms and conditions and is an integral part of the collective Agreement between CLIENT and TECTONIC.

1.0 GENERAL

1. The fee estimate for the proposed Scope of Services is valid for 60 days from the date of Proposal. Upon authorization to proceed, the fee estimate unit rates shall remain in effect for a period of one (1) year.
2. Payment to TECTONIC is the sole responsibility of signatory of this Agreement and is not subject to third party agreements. By accepting this proposal, the CLIENT certifies that funding has been secured and that adequate funding will remain available to pay all of TECTONIC's invoices within 30 days of date of invoice.
3. All schedules set forth in the attached Scope of Services commence upon receipt of a signed Agreement and, if requested, a retainer. All retainer amounts will be applied to the final invoice.
4. Requests for additional services must be authorized in writing before additional work can begin. Any fee adjustment required shall be established at that time. Directives from CLIENT sent by e-mail that change TECTONIC's scope of services or increase fees must also be provided in writing. For avoidance of doubt, e-mail will constitute written notice.
5. All drawings, specifications, reports, computations, survey notes, electronic files and other original documents as instruments of service are and shall remain the property of TECTONIC unless otherwise provided by law or noted above. CLIENT shall not use such items on other projects without TECTONIC's prior written consent. TECTONIC shall not release CLIENT's data without authorization. CLIENT agrees to indemnify and hold harmless, Tectonic, its officers, directors, employees, agents and sub-consultants against all damages, liabilities or cost, including reasonable attorneys' fees and defense costs, arising from any reuse of the above without the prior written consent of TECTONIC.
6. Any delay, default, or termination in or of the performance of any obligation of TECTONIC under this Agreement caused directly or indirectly by strikes, accidents, acts of God, epidemics, pandemics, mandated quarantines, shortage or unavailability of labor, materials, power or transportation through normal commercial channels, failure of CLIENT or CLIENT's agents to furnish information or to approve or disapprove TECTONIC's work promptly, late, slow or faulty performance by CLIENT, other contractors or governmental agencies, the performance of whose work is precedent to or concurrent with the performance of TECTONIC's work, or any other acts of the CLIENT of any other Federal, State or Local Government agency, or any other cause beyond TECTONIC's reasonable control, shall not be deemed a breach of this Agreement. The occurrence of any such event shall suspend the obligations of TECTONIC as long as performance is delayed or prevented thereby, and the fees due there under shall be equitably adjusted.
7. The obligation to provide further services under this Agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. In the event of any termination, TECTONIC shall be paid for all services rendered to the date of termination, as well as for all reimbursable expenses and termination expenses.
8. It is understood that the scope of work defined in this Agreement is based on the information provided by the CLIENT. If this information is incomplete or inaccurate, or if unexpected site conditions are discovered, or if additional services are required, the scope of work may change even as the work is in progress. TECTONIC shall make reasonable effort to contact the CLIENT when a change in the scope of work appears necessary, and the CLIENT, by agreeing to the change, also recognizes that the estimate of cost or contract figure may also change.
9. Unless otherwise agreed in writing, the CLIENT will furnish TECTONIC with right of way access to the site in order to conduct the planned exploration or field services. TECTONIC shall take reasonable precautions to minimize damage to the site due to its operations but has not included in the fee the cost of restoration of any damage resulting from the operations. If the CLIENT desires, TECTONIC will restore any damage to the site and add the cost of restoration to the fee.
10. During the term of this Agreement and for a period of two years thereafter, CLIENT and any subsidiary or affiliate company of CLIENT, and any company for which the CLIENT is an agent or has any interest in, shall not directly or indirectly solicit for employment, employ or engage the services of any person who is employed or, within 12 months of such solicitation, employment or engagement had been employed, directly by TECTONIC as a full-time employee, part-time employee or independent consultant.



11. CLIENT agrees not to use or permit any other person to use instruments of service prepared by TECTONIC which are not final, and which are not signed and sealed by the Engineer and/or Land Surveyor. CLIENT hereby waives any claim for liability against TECTONIC for such use. TECTONIC ENGINEERING CONSULTANTS, GEOLOGISTS & LAND SURVEYORS, D.P.C. GENERAL TERMS AND CONDITIONS OF AGREEMENT
12. CLIENT agrees to allow Tectonic to utilize its name as a Client, a general description of the project, and a description of the services performed for reference purposes. CLIENT further agrees to allow TECTONIC to photograph the project and to use those photographs for promotional purposes such as advertising, marketing materials, and/or website.
13. The laws of New York State shall govern the validity and interpretation of this Agreement without reference to principles of conflict of laws or choice of laws. The parties agree that the venue and jurisdiction for any disputes arising hereunder shall be in the courts of the County of Orange, State of New York State, where The Company's principal place of business is located, or the United States District Court for the Southern District of New York, located in White Plains, New York. If any part of the Agreement be found invalid, it will not invalidate the remainder of the Agreement.

2.0 INVOICING AND PAYMENT

1. Invoices will be rendered monthly and become due and payable upon receipt. Any invoice outstanding for more than 30 days after date of invoice will be subject to a charge of 1.5 percent per month (18 percent annual interest rate). If client disagrees with any portion of an invoice, it shall notify Tectonic within 21 days of receipt of the invoice. The entire invoice shall be paid in full without deduction, setoff or counterclaim, and the Client shall not retain or defer payment due to any alleged dispute with Tectonic. Any disputed amounts may result in a partial refund at a later date upon resolution of the item(s) in dispute.
2. Should it become necessary to utilize legal or other resources to collect any or all moneys rightfully due for services rendered under this Agreement, TECTONIC shall be entitled to full reimbursement of all such costs associated with collection of balances past due, including reasonable attorney's fees and court costs, as part of this Agreement.
3. Invoice payments must be kept current for the work to continue. CLIENT'S failure to make payments in accordance with this Agreement shall constitute substantial non-performance and a cause for termination by TECTONIC. If the CLIENT fails to pay any invoice due to TECTONIC within 45 days of the date of the invoice, TECTONIC may, without waiving any other claim or right against CLIENT and without thereby incurring any direct or consequential liability to CLIENT, suspend services under this Agreement until TECTONIC has been paid in full all amounts due TECTONIC and/or any of its Consultants and Subcontractors for services, expenses and other related charges.
4. TECTONIC reserves the right to stop work on the Scope of Services in this Agreement at any time, if payment of any invoice due to TECTONIC is not received within 45 days of the date of the invoice for work performed by TECTONIC on other parties' projects for which TECTONIC believes CLIENT is or may be a stakeholder with such other party. Stakeholder shall be defined as an affiliate, subsidiary, partner, shareholder, investor, or principal authorizing agent of the other party. If CLIENT represents that they are not a stakeholder with such other party, written documentation shall be provided within 3 days of TECTONIC's written request. Such documentation will make known CLIENT's complete ownership and attest to no stakeholder involvement that TECTONIC believes exists with such other party.
5. Invoicing for out-of-pocket expenses including copying, travel, telephone and overnight mailing shall be billed at cost.

3.0 WARRANTIES AND LIMITATIONS OF PROFESSIONAL LIABILITY

1. TECTONIC agrees to carry the following insurance during the term of this Agreement: Workmen's Compensation, General Liability, Professional Liability and Comprehensive Automobile Liability. Certificates of insurance will be furnished upon request. If the CLIENT requires insurance coverage or limits in excess of TECTONIC's normal policies, and it is available, CLIENT agrees to reimburse TECTONIC for such additional expense.
2. To the fullest extent permitted by law, the CLIENT shall at all times indemnify and hold harmless TECTONIC and its officers, agents, consultants and employees from and against claims, damages, losses, litigation, expenses, counsel fees, and compensation arising out of or resulting from any claims, damages, losses or expenses attributable to bodily injury, sickness, disease or death, property losses and/or economic damages sustained by or alleged to have been sustained by any person or entity, to the extent caused by negligent acts, omissions or negligence of the CLIENT, its agents, employees, professional consultants, subcontractors or anyone whose acts they may be liable for in connection with this project unless said loss was caused solely by TECTONIC's own negligence.
3. For any such damage on account of any error, omission or other professional negligence, TECTONIC's total liability shall be limited to the total compensation received or \$100,000.00, whichever is greater.



Tectonic

FACTICAL SOLUTIONS. EXCEPTIONAL SERVICE

4. TECTONIC shall not be responsible for failure to perform or for delays in the performance of work, which arise out of causes beyond the control and without the fault or negligence of TECTONIC, including delinquent TECTONIC ENGINEERING CONSULTANTS, GEOLOGISTS & LAND SURVEYORS, D.P.C. GENERAL TERMS AND CONDITIONS OF AGREEMENT payment by CLIENT.
5. If the scope of services includes services related to applying for or seeking approval of governmental permits (e.g., zoning, planning, environmental, etc.), such services shall not constitute a representation or warranty that such permits will be approved.
6. TECTONIC makes no warranty, either express or implied, as to its findings, recommendations, opinions, or professional advice except that its services were performed pursuant to generally accepted standards of professional practice in effect at the time of performance and in the same locality.
7. TECTONIC employees or consultants may act as licensed, certified or registered professionals (including but not limited to Professional Engineers, Professional Land Surveyors, Licensed Site Remediation Professionals, Environmental Professionals, and Certified Industrial Hygienists collectively referred to in this section as "TECTONIC Professionals") whose duties may include the rendering of independent professional opinions. CLIENT acknowledges that a federal, state or local agency or other third party may audit or review the services of TECTONIC or other contractor/consultant(s), which audit/review may require additional services, even though TECTONIC and such TECTONIC Professionals have each performed such services in accordance with the standard of care set forth herein. Client agrees that any supplemental requirements imposed on Client constitute additional work and Client agrees to compensate TECTONIC for all services performed in response to such an action and its requirements, at the rates set forth in the applicable Proposal, amendment or change order.
8. Any opinion or estimate prepared by TECTONIC of the probable construction cost of the project or any part thereof is not to be construed, nor is it intended, as, **guarantee that proposals, bid or actual construction cost will not vary from Tectonic's opinions or estimates of probable construction costs.** Any cost related to re-design of the project subsequent to bidding to lower the project cost will be considered additional services for which TECTONIC will be entitled to additional compensation.

4.0 SUBSURFACE INVESTIGATIONS AND FIELD EXPLORATIONS

1. The appropriate underground utility mark-out service shall be contacted prior to performing any underground drilling, excavating, testing, etc. that are part of the Scope of Services in this agreement to verify the location of existing utilities. The CLIENT agrees to provide TECTONIC with the location of known or suspected underground utilities or subsurface structures not marked out by the mark-out service. TECTONIC shall not be responsible for damage to any undocumented or miss located utilities, or subsurface structures; and for any impact this damage may cause.
2. TECTONIC shall not be responsible for the sampling or testing of hazardous materials unless specifically agreed to in the Scope of Services of this agreement. Further, CLIENT shall notify TECTONIC as to the presence of any known or suspected hazardous materials on-site. Should unanticipated hazardous materials be encountered TECTONIC shall take immediate health and safety measures and notify the CLIENT. Hazardous materials constitute a changed condition mandating a renegotiation of the scope of services and fees.
3. If the scope of services includes performance of soil borings by TECTONIC, it is understood that the CLIENT will furnish TECTONIC with a diagram indicating the location of the site and the borings on that site, including plans and specifications pertinent to its services, unless preparation of said plan is part of TECTONIC's scope of service. TECTONIC reserves the right to deviate a reasonable distance from the specified boring location unless the right to deviate is specifically revoked by the CLIENT in writing at the time the location diagram is supplied.
4. All samples of water, soil and rock will be discarded sixty (60) days after submission of the report unless the CLIENT advises TECTONIC in writing to the contrary. Upon request, the samples will be delivered, and shipping charges will be collected.
5. TECTONIC shall not be responsible for obtaining permits for working in wetland or wetland buffers or as required by local agencies for access clearing, tree removal or grading. All costs and fees for permits, permit document preparation and implementation of erosion control measures, site stabilization and restoration shall be added to the costs and fees of this agreement unless specifically agreed to in the Scope of Services of this agreement.
6. Costs for borings and excavation are based on non-prevailing wages unless specifically stated otherwise in proposal.

5.0 CONSTRUCTION SUPPORT SERVICES

1. It should be understood that the presence of TECTONIC's field representative shall be for the purpose of providing observation and field testing. Such services shall be performed by TECTONIC using that degree of care and skill ordinarily exercised under similar

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circumstances by reputable members of the profession practicing in this or similar locations. TECTONIC ENGINEERING CONSULTANTS, GEOLOGISTS & LAND SURVEYORS, D.P.C. GENERAL TERMS AND CONDITIONS OF AGREEMENT

2. Neither the professional activities of TECTONIC, nor the presence of TECTONIC or its employees and sub-consultants at the site shall relieve the Contractor and any other entity of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques and procedures necessary for performing, supervising or coordinating all portions of the work of construction in accordance with the Contract Documents and any health or safety precautions required by any regulatory agencies. TECTONIC and its personnel have no authority to exercise any control over any Contractor or other entity or their employees in connection with their work or any health or safety precautions, programs or enforcements. The CLIENT agrees that the Contractor is solely responsible for job site safety, and warrants that this intent shall be made evident in the CLIENT's Agreement with the Contractor. The CLIENT also agrees that the CLIENT, TECTONIC and TECTONIC's consultants shall be indemnified and shall be made an additional insured under the Contractor's general liability insurance policy. It is further understood and agreed that TECTONIC has no responsibility for job site safety pursuant to §§ 200, 240 and 241(6) of the New York Labor Law.
3. Before any hazardous or contaminated materials are removed from the site, CLIENT will sign manifests naming CLIENT as the generator of the waste (or, if CLIENT is not the generator, CLIENT will arrange for the generator to sign). CLIENT will select the treatment or disposal facility to which any waste is taken. TECTONIC will not be the generator or owner of, nor will it possess, take title to, or assume legal liability for, any hazardous or contaminated materials at or removed from the site. TECTONIC will not have responsibility for or control of the site or of operations or activities at the site other than its own. TECTONIC will not undertake, arrange for or control the handling, treatment, storage, removal, shipment, transportation or disposal of any hazardous or contaminated materials at or removed from the site, other than any laboratory samples it collects or tests. CLIENT agrees to defend, indemnify and hold TECTONIC harmless for any costs or liability incurred by TECTONIC in defense of or in payment for any legal actions in which it is alleged that TECTONIC is the owner, generator, transporter, treater, storer or disposer of hazardous waste.
4. To the fullest extent permitted by law and to the extent claims, damages, losses or expenses are not covered by liability insurance purchased by the Contractor in accordance with paragraph 2 of Section 5.0, the CLIENT shall indemnify and hold harmless TECTONIC, TECTONIC's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, but only to the extent caused by the negligent acts or omissions of the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such a claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this paragraph.
5. Unless specifically stated in the Scope of Services TECTONIC shall not be responsible for measuring, determining or verifying quantities of the constructed items of work.
6. The CLIENT agrees to supply TECTONIC with specifications, plans and other necessary materials for the project pertinent to providing its services.

OFF112-4/23/21

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WORK AUTHORIZATION AND PROPOSAL ACCEPTANCE FORM

Proposal: PN 23-0283 Date: 03/09/2023 Retainer Amount Required: \$0.00

Project Name & Location: Tarrytown Waterworks Dam, Tarrytown, NY

Proposed Services: Geotechnical Dam Engineering Services

Proposal Acceptance

Acceptance (Signature): _____ Date: _____

Printed Name: _____ Title: _____

Company or Organization Name: _____

Client Contact Information (All of the following information about the person responsible for the identified tasks must be provided prior to starting work)

Scheduling Work and Receipt of Deliverables	Name:	Phone:	Email:
	Address:		
Receipt of Invoices (Original)	Name:	Phone:	Email:
	Address:		
Receipt of Invoices (Copies)	Name:	Phone:	Email:
	Address:		
Issuing Payments of Invoices	Name:	Phone:	Email:
	Address:		



Geotechnical Engineering Services, P.C.

February 21, 2023

Mr. Donato R. Pennella, P.E. (Village Engineer)
Village of Tarrytown
One Depot Plaza
Tarrytown, NY 10591

Re: Geotechnical Proposal – Investigation, Inspection, and Reporting
Tarrytown Dam (401 Neperan Road)
Village of Tarrytown, New York 10591

Dear Mr. Pennella:

In accordance with your request, this proposal covers the drilling and inspection of four (4) geotechnical borings, the installation, monitoring and reporting for four (4) groundwater monitoring wells and the preparation of a geotechnical letter report that outlines the findings regarding the subsurface conditions, and provides recommendations with regard to repairing the apparent leak in the dam. Our report would also include a plan and at least one (1) cross-section through the existing dam.

Based on recent discussions between your office and Mr. Ziad H. Maad, P.E., D. GE. of Geotechnical Engineering Services, P.C. (GES), and the drawings provided to us, we understand the dam is located at 401 Neperan Road, in Village of Tarrytown, in Westchester County, New York. The existing dam retains Tarrytown Reservoir to the west. The dam itself contains a spillway at the north end, a large stone one-story building at the downstream side of the dam, and a small pump house lining the upstream side of the dam. The dam is bordered to the south by an access road, to the west by Tarrytown Reservoir, to the north by Neperan Road, and an asphalt parking area to the east. No New York City Transit Authority (TA) structures are within 200 feet of the existing dam.

Based on our recent site visit, we understand an area of the downstream of the dam has been leaking for many years. We understand you want to determine the source/possible cause of the leak, and have requested that GES provide a recommendation for how the leak can be stopped.

Please note that we presume that any utilities in the area of the proposed borings, would be marked out in advance of our arrival on-site to perform the borings. Soliciting a private utility mark-out company to locate utilities has NOT been included in this proposal.

6 Bayberry Road
Elmsford, NY 10523

914-592-4616
914-592-0416 (Fax)

Proposed Scope of Services

Geotechnical Borings

Upon receiving this signed proposal, receipt of a deposit check, and your notification to proceed, we would perform four (4) geotechnical borings, using a Track-Mounted Drill Rig, where currently accessible. More specifically, we would provide the following services:

1. Engage a well-qualified drilling subcontractor to mobilize a Track-Mounted Drill Rig to drill four (4) geotechnical borings. Rock is presumed to be shallow in this area. Therefore, the borings would be extended to an average depth of 30 feet, or to bedrock, whichever is shallower. Bedrock would be cored in some locations (NX-Core), in order to confirm rock quality. Continuous sampling would be performed in the uppermost 12 feet, then on five-foot-centers to an average depth of 30 feet, or bedrock, whichever is shallower, for each boring.
2. The borings would be drilled using the mud-rotary method. No augers would be permitted.
3. Four (4) groundwater monitoring wells would be installed as part of this proposal. The wells would extend to about 30 feet below existing grade. Once the wells are installed, an electronic piezometer would be installed inside each well to collect hourly readings to track the water level within the dam.
4. Select samples may be sent to the laboratory for additional testing. An allowance for lab testing has been provided in our Schedule of Fees below.
5. Please note that as stated above, we presume that all utilities and underground pipes would be marked out by others, prior to mobilization.
6. GES would provide a qualified geotechnical/soil engineer who would observe the drilling and soil/rock sampling operations, collect and log soil/rock samples in the field and verify that proper procedures are used.
7. We presume at this time that no more than OSHA Level D personal protective equipment (PPE) is required to perform this geotechnical investigation. Should the work or subsurface conditions encountered warrant raising the level of PPE for GES and any sub-contractors, we would inform you as soon as possible.
8. Additional services such as conference calls, meetings, design or review work that is not covered in this proposal would be billed under a separate proposal, if necessary.
9. Following completion of the borings, and demobilization of the crew, GES would evaluate the soil/rock and data obtained and submit a geotechnical letter report, which would contain:

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- a. A summary of the method and findings of subsurface investigation program.
- b. A discussion of the subsurface conditions with respect to the existing dam.
- c. A discussion on the groundwater control.
- d. A discussion regarding the possible source of the leak in the dam.
- e. Geotechnical recommendations with regard to stopping the leak in the dam.
- f. Figures and appendices, which would include a Boring Location Plan, at least one (1) cross-section through the dam, typed boring logs and rock core photographic logs.

Schedule

Once we receive this signed proposal, deposit check, and your notification to proceed, the driller can be mobilized to begin the borings within one (1) weeks' notice. We anticipate the borings would be completed within four (4) days on-site. The letter report would be submitted about two (2) weeks after the field work is completed.

Estimated Costs

Item	Unit Cost	Total Cost
Subcontracted Cost: <i>Geotechnical Borings</i>		
Subcontracted Services: Mob/demob of a Track-Mounted Drill Rig.	\$1,450 L.S.	\$1,450
Subcontracted Services: Drill four (4) geotechnical borings, to an average depth of 30 feet or to bedrock, whichever is shallower. Bedrock would be cored (NX-Core), in order to confirm rock quality. Bedrock presumed to be shallow in this area. Assume four (4) days.	\$3,500/day	\$14,000
Subcontracted Services: Install four (4) groundwater monitoring wells to 30 feet each well (120 feet total), steel flush-mount cover included.	\$48/ft	\$5,760
GES: <i>Inspection and Reporting</i>		
Field Inspection – Assume four (4) days.	\$950/day	\$3,800
Laboratory Testing Allowance	\$2,500 L.S.	\$2,500
Four (4) Electronic Piezometers: Hourly readings for at least 2 weeks. Including programming, installation, removing and processing the data collected.	\$2,800 L.S.	\$2,800
Geotechnical Letter Report, including recommendations with regard to stopping the leak in the dam.	\$4,500 L.S.	\$4,500
Total		\$34,810

Notes:

- All subcontracted work is cost +15% markup, which has been included in the above prices.
- The prices listed above are valid for a period of 60 days from the date of this proposal. If the work is scheduled to start after such period, GES reserves the right to modify the prices accordingly.
- New York State Sales Tax would be applied to subcontracted work, if any is required, unless a capital improvement or tax-exempt certificate is provided to GES before the final invoice is issued.
- With the exception of the lump sum costs of certain items (shown above) *billing would be based on the number of days takes to complete the work.*
- The field inspection cost would be billed based on a typical 7:00 A.M. to 3:30 P.M. work day. Work cancellation, by the owner or his representative, has to be no later than 3:30 P.M. on the previous day. A half day minimum, \$475, would be billed for showing up to the job site. Overtime, weekend and off-hours work would be billed as “overtime” at a rate of \$160/hour.
- The soil and rock samples would be retained in our office for a period of sixty (60) days from the date of completing the boring program. If the owner would like the samples to be kept beyond such time, a written request shall be provided prior to the end of the 60-day period.

Payment

- ❖ Prior to the start of investigation – **\$17,000.**
- ❖ Remaining balance when final report is issued.



Terms and Conditions

Our Standard Terms and Conditions (enclosed) would apply to the above services.

We request that upon signing this proposal and Agreement and prior to the commencement of the investigation, the Owner provides an advance deposit of **\$17,000** to be credited on our final invoice for the investigation.

If it is satisfactory, please execute a copy and return it to us with the advance deposit thereby authorizing us to proceed.

We appreciate the opportunity to present this proposal. If you have any questions or would like to discuss the contents of this proposal, please don't hesitate to call me in the office at 914-592-4616 or on my mobile at 973-727-7329.

Very truly yours,
Geotechnical Engineering Services, P.C.

Ziad H. Maad, P.E., D. GE.

Authorized by _____ Date _____

Print name _____ Title _____

Firm or organization _____

**GENERAL CONDITIONS FOR PROFESSIONAL SERVICES
("Agreement")**

This Agreement and its attached addendum between Mr. Donato R. Pennella, P.E. of Village of Tarrytown ("Client") and Geotechnical Engineering Services, P.C. ("GES"), a New York State Corporation; 6 Bayberry Road, Elmsford, NY is effective as of February 21, 2023. The parties agree as follows:

ARTICLE I - Services. GES agrees to perform for Client the professional services ("Services") described in GES's proposal dated February 21, 2023 ("Proposal"), attached and incorporated herein. Because of the uncertainties inherent in the Services contemplated, time schedules are only estimated schedules and are subject to revision unless otherwise specifically described in the Proposal. As full consideration for the performance of Services, Client shall pay to GES the compensation provided for in the Proposal.

ARTICLE II - Payment. Payment shall be based on the conditions given in the Proposal. Client shall pay undisputed portions of each progress invoice within thirty (30) days of the date of the invoice. If payment is not maintained on a thirty (30) day current basis, GES may suspend further performance until payments are current. Client shall notify GES of any disputed amount within fifteen (15) days from date of the invoice, give reasons for the objection, and promptly pay the undisputed amount. Client shall pay an additional charge of two and one-half percent (2½%) per month or the maximum percentage allowed by law, whichever is the lesser, for any past due amount. In the event of a legal action for invoice amounts not paid, attorneys' fees, court costs, and other related expenses shall be paid to the prevailing party.

ARTICLE III - Professional Responsibility. GES is obligated to comply with applicable ordinary standards of professional care applied to an engineer in the performance of the Services within the locality where the subject project is being performed. Client recognizes that opinions relating to environmental, geologic, and geotechnical conditions are based on limited data and that actual conditions may vary from those encountered at the times and locations where the data are obtained, despite the use of due professional care.

ARTICLE IV - Responsibility for Others. GES shall be responsible to Client for GES's services and the services of GES's sub-contractors/sub-consultants. GES shall not be responsible for the acts or omissions of other parties engaged by Client nor for their construction means, methods, techniques, sequences, or procedures, or their health and safety precautions and programs. GES is not responsible for site safety at the subject project, as that is solely the responsibility of the general contractor, construction manager and/or site safety consultants retained by others.

ARTICLE V - Risk Allocation. The liability of GES, its employees, agents and subcontractors (referred to collectively in this Article as "GES"), for Client's claims of loss, injury, death, damage, or expense, including, without limitation, Client's claims of contribution and indemnification, express or implied, with respect to third party claims relating to services rendered or obligations imposed under this Agreement, including all Work Orders, shall not exceed in the aggregate the total sum of \$100,000 or the maximum amount paid to GES as fees pursuant to this agreement, whichever is greater, for claims arising out of professional negligence, including errors, omissions, or other professional acts, and including ~~unintentional~~ breach of contract.

ARTICLE VI - Consequential Damages. Neither Party shall be liable to the other for consequential damages, including, without limitation, loss of use or loss of profits, incurred by one another or their subsidiaries or successors, regardless of whether such damages are caused by breach of contract, willful misconduct, negligent act or omission, or other wrongful act of either of them.



ARTICLE VII - Client Responsibility. Client shall: (1) provide GES, in writing, all information relating to Client's requirements for the project; (2) correctly identify to GES, the location of subsurface structures, such as pipes, tanks, cables and utilities; (3) notify GES of any potential hazardous substances or other health and safety hazard or condition known to Client existing on or near the project site; (4) give GES prompt written notice of any suspected deficiency in the Services; and (5) with reasonable promptness, provide required approvals and decisions.

In the event that GES is requested by Client or is required by subpoena to produce documents or give testimony in any action or proceeding to which Client is a party and GES is not a party, Client shall pay GES for any time and expenses required in connection therewith, including reasonable attorney's fees.

ARTICLE VIII - Force Majeure. An event of "Force Majeure" occurs when an event beyond the control of the Party claiming Force Majeure prevents such Party from fulfilling its obligations. An event of Force Majeure includes, without limitation, acts of God (including floods, hurricanes and other adverse weather), war, riot, civil disorder, acts of terrorism, disease, epidemic, strikes and labor disputes, actions or inactions of government or other authorities, law enforcement actions, curfews, closure of transportation systems or other unusual travel difficulties, or inability to provide a safe working environment for employees.

In the event of Force Majeure, the obligations of GES to perform the Services shall be suspended for the duration of the event of Force Majeure. In such event, GES shall be equitably compensated for time expended and expenses incurred during the event of Force Majeure and the schedule shall be extended by a like number of days as the event of Force Majeure. If Services are suspended for thirty (30) days or more, GES may, in its sole discretion, upon 5 days prior written notice, terminate this Agreement or the affected Work Order, or both. In the case of such termination, in addition to the compensation and time extension set forth above, GES shall be compensated for all reasonable termination expenses.

ARTICLE IX - No Third Party Rights. This Agreement shall not create any rights or benefits to parties other than Client and GES. No third party shall have the right to rely on GES's opinions rendered in connection with the Services without GES's written consent and the third party's agreement to be bound to the same conditions and limitations as Client.

ARTICLE X - Hazardous Materials and Hidden Defects

GES shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to hazardous materials, including, but not limited to asbestos, in any form at the project site. GES will not be held responsible for damages caused by hidden or latent defects at the site.

ARTICLE XI – Delays Caused by Others

GES will not be held liable as a result of delays caused by the Client, Contractor, Sub-contractor, Construction Manager, Suppliers, Materialmen, Department of Buildings, or other governmental authorities.

ARTICLE XII – Instruments of Service

Drawings, specifications and other documents, including but not limited to, electronic storage media prepared by GES for this project shall be considered instruments of service. GES shall be deemed the authors and owners of its Instruments of Service and shall retain all common law rights, including copyright. GES shall grant to the Client a non-exclusive license to use these instruments of service in connection with this project only. Any use of these instruments of service on extension of this project or on other projects without GES's written permission shall be considered unauthorized use, and the Client shall be solely at risk for any consequences. Further, the Client agrees to indemnify, defend and save GES harmless from and against all claims, actions or suits arising out of or related to the Client's unauthorized use of these instruments of service.

ARTICLE XIII – Electronic Media

All documents stored on electronic media (emails, floppy disks, tapes, CDs, etc) are subject to deterioration resulting in loss of data and file corruption. GES shall not be liable for data loss, undetected changes or

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Mr. Donato R. Pennella, P.E. (Village Engineer)
401 Neperan Road – Village of Tarrytown, NY
Geotechnical Proposal – February 21, 2023
Page 8 of 8

alterations, or file corruption resulting from such deterioration in electronic media delivered to the Client for his use.

ARTICLE XIV – No Fiduciary Responsibility

Client confirms that neither GES nor any of GES’s sub-contractors/sub-consultants has offered any fiduciary service to Client and no fiduciary responsibility shall be owed to Client by GES or any of GES’s sub-contractors/sub-consultants as a consequence of GES entering into this agreement with Client.

ARTICLE XV – Termination or Suspension

The agreement may be terminated or suspended by either party to this Agreement upon written notice to the other, provided that GES is compensated for all of its Services performed to the notice date, together with Reimbursable Expenses then due.

THE PARTIES ACKNOWLEDGE that there has been an opportunity to negotiate the terms and conditions of this Agreement and agree to be bound accordingly.

CLIENT

GES

Signature

Signature
Ziad H. Maad, P.E. / President

Typed Name/Title

Typed Name/Title

Date of Signature

Date of Signature

Phone
(203) 262-9328

Telefax
(203) 264-3414

WHITE PLAINS, N.Y.
(914) 946-4850



SOILTESTING, INC.

90 DONOVAN ROAD - OXFORD, CONN. 06478-1028

GEOTECHNICAL / ENVIRONMENTAL SUBSURFACE INVESTIGATIONS - Test Borings - Core Drilling
Monitoring Wells - Recovery Wells - Direct Push/Probe Sampling
UNDERPINNING - HELICAL PILES - SOIL NAILS



January 19, 2023

Village of Tarrytown
One Depot Plaza
Tarrytown NY 10591
914-631-3668

Attn: Mariana Reis, Junior Civil Engineer

Re: Tarrytown Dam
Neperan Road
Tarrytown NY

Dear Ms. Reis,

We herein submit our proposal to conduct subsurface investigations for the above referenced project site.
Our proposal is as follows:

Estimated Quantities:

Lump Sum	Mobilization: ATV or Track-Mounted Equipment				\$800.00
1 - 2 days	ATV or Track-Mounted Equipment & Crew	@	\$3,000.00 /day	\$3,000.00 -	\$6,000.00
	Over Time	@	\$480.00 /hour		
	NX Rock Core	@	\$38.00 /lf		
	NX Core Box	@	\$38.00 /ea		
	NW Casing Shoe	@	\$315.00 /ea		
6 - 8 bags	Portland Cement	@	\$24.00 /bag	\$144.00 -	\$192.00
	Asphalt	@	\$24.00 /bag		
	Utility Layout - By Others				
	Lawn Repair - By Others				
	U Dig One Call - N/C				

The above prices are based on \$6.00/gallon diesel fuel costs.
Higher costs will be invoiced as a fuel surcharge.

Estimated Total \$3,944.00 - \$6,992.00

This project is anticipated to include:

- 2 Borings to a depth of approximately 35' or refusal.

Any required permits not listed above will be billed at cost + 20%.

The above outlined costs does not include prevailing wage rates.

If the preceding proposal meets with your approval, please forward a signed copy to our office prior to mobilization.



Allied Drilling, Inc.
 P.O. Box 118
 Sparkill, NY 10976-0118
 (845) 558-8638
 Fax: (845) 553-9199
 allieddrill@aol.com
 Environmental & Geotechnical Drilling
 NYS & NYC WBE Certified

PROPOSAL

ADDRESS
 Mariana Reis
 Village of Tarrytown
 One Depot Plaza
 Tarrytown, New York 10591

PROPOSAL 12-2123-A
 DATE 02/03/2023

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	Site Address -	404 Neperan Road, Tarrytown, NY			
	Mobilization & Demobilization	Truck-Mounted Drill Rig		\$550.00	
	Daily Rate (Drill Rig & Crew)	\$2,950.00/day prevailing wage			
	Grout	@ \$14 per FT			
	NOTES	Fairway will bill for their services separately. Samples and Boring logs will be sent to Fairway Labs.			

Pricing is good for 2 months

TOTAL

Any cancelations made within 3 business days of scheduled drilling date is subject to a cancelation charge equal to 50% of the daily rate.

IF THE PROPOSAL IS ACCEPTED

PLEASE SIGN AND DATE BELOW

RETURN VIA EMAIL TO ALLIEDDRILL@AOL.COM

Accepted By

Accepted Date

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January 19, 2023
Page 2

Re: Tarrytown Dam
Neperan Road

All borings will be backfilled to surface upon completion. Settlement of boreholes after backfilling should be expected, however grouting of borehole immediately following drilling procedures should reduce the likelihood of settlement. Frequent inspection of all boring locations for settlement should be performed along with any necessary filling, packing, and patching, and is the responsibility of the owner and/or owner's representative. We will be happy to assist the owner with this maintenance and/or provide a cost estimate for grouting of boreholes upon request.

The owner and/or owner's representative will be responsible for markout and clearance of any and all underground utilities at boring locations. Any damage or injuries due to disruption to any underground utilities will be the responsibility of the owner or owner's representative. If you require assistance from us, we would be happy to help you once we are notified in writing at least 72 hours prior to mobilization.

SUBSURFACE EXPLORATIONS- Normal disturbance: Client hereby recognizes that the use of exploration equipment may unavoidably affect, alter, or damage the terrain and affect vegetation, building, structures, and equipment in, at, or upon the site. Client accepts the fact that this is inherent in Soiltesting, Inc's work and will not hold Soiltesting, Inc liable or responsible for any such reasonable effect, alteration, or damage. Soiltesting Inc. will take reasonable precautions to limit damage to site, but the cost of restoration of damage that may result from such operations has not been included in Soiltesting Inc's fee. If Soiltesting Inc is requested to restore the land to its former conditions, the cost of restoration will be borne by the Client as an additional fee(in addition to others costs).

Damage to Existing Subterranean Structures: Soiltesting Inc will exercise due and responsible care of local subterranean structures in the vicinity of where subsurface explorations are made. This will include contact with appropriate public utilities(through code 753) and review of plans and information provided by public agencies, along with contact with Client and Owner of the site relating to the location of subterranean structures. Provided that Soiltesting, Inc has proceeded with due and reasonable care, Soiltesting Inc cannot be liable for damages or injury arising from damage to or interference with subterranean structures(including, without limitation, pipes, tanks, telephone cables, etc.) that are not called to Soiltesting Inc's attention or not correctly shown on the plans furnished by Client or others in connection with work performed under this agreement.

The above outlined costs have assumed that this project is exempt from sales tax. If this project is not exempt, then the appropriate sales tax will be added to the final invoice.

Payment of all fees is expected upon receipt of the invoice. Balances due are subject to a service charge of 1½% per month after thirty days of the date of invoice. All charges associated with the collection of fees shall become part of the total fee.

We thank you for the opportunity to submit this proposal. If you have any questions, please do not hesitate to contact me.

Very truly yours,

SOILTESTING, INC.

James A. DeAngelis
Engineering Geologist

JAD:mv



THIS PROPOSAL IS UNDERSTOOD AND ACCEPTED:

Owner or Owners Representative (*) (Please sign and print name.)

Billing Address/email: _____

EMAIL(REQUIRED):

Telephone Number: _____ Date: _____



(*) Confirms above statement is correct.

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January 19, 2023
Page 3

Re: Tarrytown Dam
Neperan Road

Certificate of Insurance Requirements for this project:

Certificate Holder (name, address, phone email):

Additional Insured:

Please fill in the above requirements for your project. Allow 24-48 hours for insurer to issue COI from receipt of above information

Note: failure to complete insurance certificate requirements will result in a default COI being issued with addressee as certificate owner as well as additional insured.

Drilling Services Sales Tax Status:

Please mark the appropriate box below for Sales tax purposes, return this sheet with your signed proposal.

	<u>Exempt</u>	<u>Subject to Sales Tax</u>
<u>DRILLING LABOR</u>		
Tax Exempt Entity	<input type="checkbox"/>	
Municipal	<input type="checkbox"/>	
Residential	<input type="checkbox"/>	
Commercial - New Construction	<input type="checkbox"/>	
Industrial - New Construction	<input type="checkbox"/>	
Income Producing - New Construction	<input type="checkbox"/>	
Commercial - Existing		<input type="checkbox"/>
Industrial - Existing		<input type="checkbox"/>
Income Producing - Existing		<input type="checkbox"/>

Thank you,

SOILTESTING, INC.



return this page with your signed contract prior to Mobilization.



VILLAGE OF TARRYTOWN

One Depot Plaza, Tarrytown, New York 10591-3199
www.tarrytownny.gov

Mayor

KAREN G. BROWN

Deputy Mayor

REBECCA McGOVERN

Board of Trustees

ROBERT HOYT

DAVID T. KIM

THOMAS MITCHELL

PAUL J. RINALDI

EFFIE PHILLIPS-STALEY

VILLAGE ADMINISTRATOR

914-631-1785

VILLAGE TREASURER

914-631-7873

VILLAGE CLERK

914-631-1652

VILLAGE ENGINEER

914-631-3668

DEPT. OF PUBLIC WORKS

914-631-0356

FAX NO. 914-631-1571

March 22, 2023

John Smith, P.E.
Professional Engineer 1 (Environmental)
Dam Safety Section
New York State Department of Environmental Conservation
Division of Water, Bureau of Flood Protection and Dam Safety
625 Broadway, Albany, New York 12233-3504

Re: Tarrytown Waterworks Dam, DEC Dam ID#214-0271
Class "C" High Hazard Dam
Tarrytown (V), Greenburgh & Mount Pleasant (T), Westchester County

Response to February 23, 2023 – Condition Rating Letter

Dear Mr. Smith:

This letter is in response to your February 23, 2023 correspondence to the Village of Tarrytown, addressed to Richard Slingerland, Village Administrator, summarizing the findings of your inspection conducted on February 7, 2023 on the Tarrytown Waterworks Dam.

The compliance status table presented in your writing has been attached and utilized herein with an added column on the right to provide the status of each item noted.

Additionally, please note that we have included an additional column (on the far right of the table) to your original table, titled "Current Status" which includes our responses and necessary steps taken to address the code citations noted.



March 22, 2023

Reply to DEC re: Tarrytown Waterworks Dam, DEC Dam ID#214-0271

Page 2 of 6

The following is a list of chronological events that the Village has undertaken and will continue to perform in order to address the comments in you noted in your February 23, 2023 condition rating letter for Dam 214-0271.

Citation	Requirement	Status	Current Status
673.6	Develop and implement an I&M Plan. Plan does not have to be submitted to the Department but needs to be available for inspection if requested.	I&M Plan was not requested during the inspection.	No action required. The I&M Plan was implemented and available during our inspection.
673.7	Develop and distribute to the local emergency responders an Emergency Action Plan (EAP). EAP should be updated on an annual basis. To be considered "final" a completed Promulgation and Concurrence (P&C) form must also be submitted indicating that the EAP has been distributed to and coordinated with local emergency responders.	EAP last reviewed 2022.	No action required. The EAP last reviewed in 2023 after comments from the EAP holders, available during our inspection.
673.8	Submit an Annual Certification (AC) to the Department by January 31 of each year (certification is for the previous year). The Dam Safety Annual Certification form can be completed online through the NYDEC eBusiness Portal at: https://www.dec.ny.gov/pubs/95925.html .	An AC for the 2022 calendar year has been submitted	No action required.
673.13	Complete and submit to the Department an Engineering Assessment (EA) by August 19, 2012. The EA must be updated every 10 years after the initial submittal.	An incomplete EA dated July 2015 was received (2015 EA). An Addendum to the 2015 EA was received March 3, 2020. Comments for both documents were issued via my April 16, 2020 letter (2020 Letter).	Please see detailed responses below.

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March 22, 2023

Reply to DEC re: Tarrytown Waterworks Dam, DEC Dam ID#214-0271

Page 3 of 6

- **January 18, 2023:** Requested proposals for performing subsurface exploration which are required for conducting the Engineering Assessment, noted in the December 17, 2021, for compliance with 6 NYCRR Part 6 673.13. Specifically, soil testing is required for carrying out an updated structural analysis that was originally performed in April 1992.
- **March 3, 2023:** Permit filed for performing soil exploration NYSDEC Division of Environmental Permits Division.
- **March 7, 2023:** Department of Public works crews removed saplings from the toe of the dam along the pump house and on the north side of the service spillway, pictures attached.
- **March 9, 2023:** DPW crews removed brush and vegetation growth from auxiliary spillway, pictures attached.
- **March 15, 2023:** Acknowledgement of receipt and assignment of application no. 5526-00151/00006, pending approval.
- **March 17, 2023:** The Village has included the project to stabilize and rehabilitate the Tarrytown Eastview Dam in our 2023-2024 Tentative Budget Capital Budget, at an estimated cost of \$2.1 million, noting possible funding sources as village funds or grants.
- **April 28, 2023:** The Village of Tarrytown intends on submitting an application to the NYSDEC Division of Environmental Permits Division to modify the spillway and lower the crest elevation to its original construction as noted in my April 27, 2020 request (attached).

Currently, we are awaiting approval of application No 5526-00151/00006 to proceed with awarding and performing soil exploration work.

Note: For the record, we draw to your attention that no portion of the City of White Plains incorporated limits is within the inundation zone if there was a catastrophic failure of the Tarrytown Eastview Dam. The waters would be conveyed down the Saw Mill River basin.

Upon completion of the exploratory work and soil analysis the Village will engage the services of an engineering consultant to perform the structural analysis requested.

Very truly yours,

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

Richard Slingerland
Village Administrator

- cc: Karen G. Brown, Mayor, Village of Tarrytown, kbrown@tarrytownny.gov
 Alissa Fasman, Deputy Village Clerk, afasman@tarrytownny.gov
 Mariana Reis, Junior Civil Engineer, mreis@tarrytowngov.com
 Paul Feincr, Supervisor, Town of Greenburgh, pfeiner@greenburghny.com
 Carl Fulgenzi, Supervisor, Town of Mount Pleasant, cfulgenzi@mtpleasantny.com
 Dennis Delborgo, Director, Westchester County Office of Emergency Management, drd2@westchestergov.com

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March 22, 2023

Reply to DEC re: Tarrytown Waterworks Dam, DEC Dam ID#214-0271

Page 4 of 6



Saplings and vines removed.

Photo 1 Dam ID# 214-0271 Tarrytown Waterworks Dam 03/07/2023
Downstream Embankment

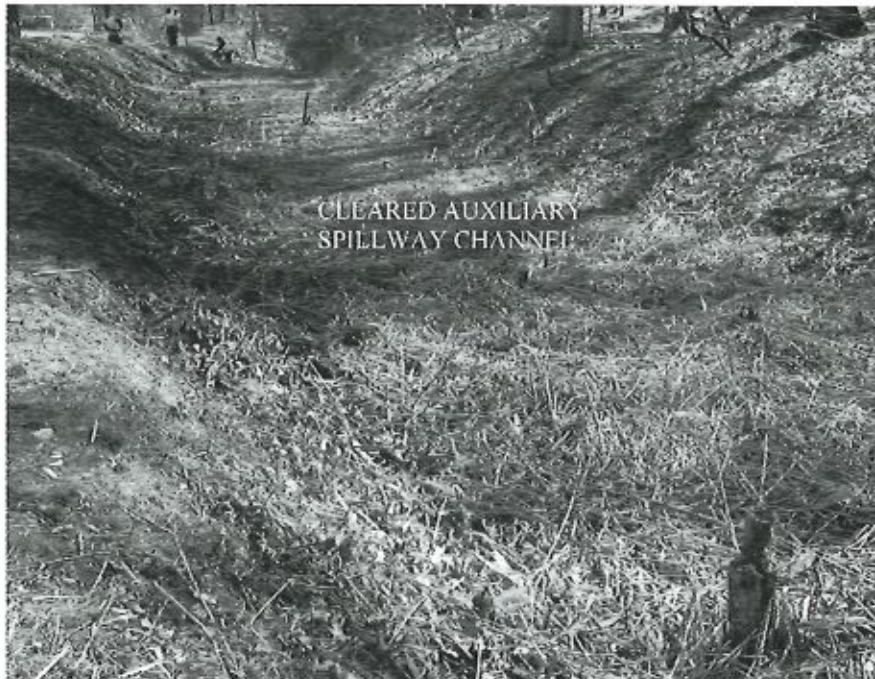


Photo 2 Dam ID# 214-0271 Tarrytown Waterworks Dam 03/09/2023
Auxiliary Spillway Channel
Looking downstream

March 22, 2023

Reply to DEC re: Tarrytown Waterworks Dam, DEC Dam ID#214-0271

Page 5 of 6



Photo 3 Dam ID# 214-0271 Tarrytown Waterworks Dam 03/09/2023
Auxiliary Spillway Channel
Looking downstream



Photo 4 Dam ID# 214-0271 Tarrytown Waterworks Dam 03/09/2023
Auxiliary Spillway Channel
Looking upstream

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March 22, 2023

Reply to DEC re: Tarrytown Waterworks Dam, DEC Dam ID#214-0271

Page 6 of 6



Photo 5 Dam ID# 214-0271 Tarrytown Waterworks Dam 03/07/2023
Service Spillway
Looking upstream

NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION

Division of Water, Bureau of Flood Protection and Dam Safety
625 Broadway, Albany, New York 12233-3504
P: (518) 402-8185 | F: (518) 402-9029
www.dec.ny.gov

February 23, 2023

Richard Slingerland, Village Administrator
Village of Tarrytown, Village Hall
1 Depot Plaza
Tarrytown, New York 10591

Re: Tarrytown Waterworks Dam, DEC Dam ID#: 214-0271
Class C – High Hazard Dam
Tarrytown (V), Greenburgh and Mount Pleasant (T), Westchester County
Condition Rating: Unsound – More Analysis Needed

Dear Mr. Slingerland:

Ayotunde Adebajo and I conducted a routine inspection of the Tarrytown Waterworks Dam, a High Hazard Dam, on Feb 7, 2022 as part of the Department of Environmental Conservation’s (Department) ongoing Dam Safety program. Donato Pennella and Mariana Reis accompanied us during the inspection. I am writing to you because it is my understanding that you represent the owner of this structure. A copy of my Visual Observations is enclosed for your information.

Inspection

The left/right nomenclature used in this letter and in the enclosed Visual Observation Report is based on looking downstream.

Deficiencies may exist beyond those identified here. The Department’s visual inspections are not intended to take the place of a comprehensive engineering evaluation by a professional engineer. The Department’s inspection observations and notes should not be relied on for “risk management/assessment” or other financially based determinations.

Regulations

The following table summarizes the current status of compliance for this dam for those sections of the regulations that have specific deadlines for compliance.

Citation	Requirement	Status
673.6	Develop and implement an Inspection & Maintenance Plan (I&M Plan). Plan does not have to be submitted to the Department	I&M Plan not requested during this inspection.

	but needs to be available for inspection if requested.	
673.7	Develop and distribute to the local emergency responders an Emergency Action Plan (EAP). EAPs should be updated on an annual basis. To be considered "final" a completed Promulgation and Concurrence (P&C) form must also be submitted indicating that the EAP has been distributed to and coordinated with local emergency responders.	EAP last reviewed in 2022.
673.8	Submit an Annual Certification (AC) to the Department January 31 of each year (certification is for the previous year). The Dam Safety Annual Certification form can be completed online through the NYSDEC eBusiness Portal at: https://www.dec.ny.gov/pubs/95925.html .	An AC for the 2022 calendar year has been submitted.
673.13	An Engineering Assessment (EA) shall be performed, and an engineering assessment report submitted to the dam safety section, at a minimum frequency of every 10 years for dams that have been assigned a hazard classification of class B or C.	An incomplete EA dated July 2015 was received (2015 EA). An Addendum to the 2015 EA was received March 3, 2020. Comments for both documents were issued via my April 16, 2020 letter (2020 Letter).

Condition Rating

The Department assigned to the Tarrytown Waterworks Dam a Condition Rating of **"Unsound – More Analysis Needed"** in accordance with 6 NYCRR Part 673.16 via a May 10, 2019 letter from Syed Alam. The Condition Rating was due to lack of compliance with the Regulations and the missing slope stability analysis in the 2015 EA. The Condition Rating is still valid since responses to the comments in the 2020 Letter have not been received and the dam needs maintenance. This is a violation of 6 NYCRR Part 673.13 and ECL Article 15, Section 0507.

I received a letter dated June 27, 2022 from Donato Pennella with a schedule to address the violations noted in my December 16, 2021 letter. **Within 30 days of the receipt of this letter, please provide an update on your plan to rehabilitate the dam.**

Please keep in mind that any repair or construction activities related to the dam may require permits from the Department. Well before beginning work on the dam,

please check with the Regional Permit Administrator at the Department's Region 3 – New Paltz office at (845) 256-3054 to see if any permits are required.

If you have any questions, please feel free to contact me by phone at 518-408-0338, or by e-mail at john.smith@dec.ny.gov.

Sincerely,



John Smith, P.E.
Professional Engineer 1 (Environmental)
Dam Safety Section

ec; Karen G Brown, Mayor, Village of Tarrytown, kbrown@tarrytowngov.com
Paul Feiner, Supervisor, Town of Greenburgh, pfeiner@greenburghny.com
Carl Fulgenzi, Supervisor, Town of Mount Pleasant,
cfulgenzi@mtpleasantny.com
Thomas Roach, Mayor, City of White Plains, mayoroffice@whiteplainsny.gov
Dennis Delbordo, Westchester County, EMO, drd2@westchestergov.com
Donald Canestrari, NYSDEC, Dam Safety Section, Chief
Ayotunde Adebajo, NYSDEC, Dam Safety Section
Berhanu Gonfa, NYSDEC Region 3, Dam Safety Representative

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Richard Slingerland, Village Administrator
Village of Tarrytown, Village Hall
1 Depot Plaza
Tarrytown, New York 10591
rslingerland@tarrytowngov.com



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Visual Observations

<i>DAM NAME</i>	Tarrytown Waterworks Dam		
<i>STATE ID</i>	214-0271	<i>SECTION</i>	D
<i>COUNTY</i>	Westchester	<i>HAZARD CODE</i>	C
<i>NEAREST DS CITY/TOWN</i>	Elmsford	<i>INSPECTION DATE</i>	2/7/2023
<i>OWNER'S NAME</i>	VILLAGE OF TARRYTOWN	<i>INSPECTOR(S)</i>	JZS/ATA
<i>DOWNSTREAM HAZARD</i>	High	<i>TOWNSHIP</i>	Village of Tarrytown Town of Greenburgh Town of Mount Pleasant

WATER LEVEL BEHIND DAM Spilling over the spillway

DRAIN OPERATION Reportedly open two weeks ago

DEFICIENCIES

- | | | |
|---|---|---|
| <input type="checkbox"/> 1) Seepage | <input checked="" type="checkbox"/> 4) Maintenance | <input type="checkbox"/> 7) Cracking |
| <input type="checkbox"/> 2) Slope Stability | <input type="checkbox"/> 5) Surficial Deterioration | <input type="checkbox"/> 8) Movement/Misalignment |
| <input checked="" type="checkbox"/> 3) Undesirable Growth | <input type="checkbox"/> 6) Voids | <input type="checkbox"/> 9) Data |

General:
-Inspected with Donato Pennella and Mariana Reis.

Upstream:
-Well mowed.

Dam Crest:
-Slightly uneven.
-Lack of vegetative cover in some sections.

Downstream:
-Left toe is soggy.
-Saplings less than 20ft from the dam toe.

Service Spillway:
-Logs on spillway crest.
-Brush along left spillway wall.
-Vegetation in spillway channel.
-Wet area on left spillway wall.
-Voids spotted on both spillway walls.
-Sections of both spillway walls have no grout.

Auxiliary Spillway:
-Vegetative growth in the channel.

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Photo 1 Dam ID# 214-0271 Tarrytown Waterworks Dam 02/07/2023
Upstream Embankment and Dam Crest



Photo 2 Dam ID# 214-0271 Tarrytown Waterworks Dam 02/07/2023
Downstream Embankment



**Photo 3 Dam ID# 214-0271 Tarrytown Waterworks Dam 02/07/2023
Downstream Embankment**



**Photo 4 Dam ID# 214-0271 Tarrytown Waterworks Dam 02/07/2023
Service Spillway**

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Photo 5 Dam ID# 214-0271 Tarrytown Waterworks Dam 02/07/2023
Service Spillway



Photo 6 Dam ID# 214-0271 Tarrytown Waterworks Dam 02/07/2023
Culvert Downstream of Service Spillway

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Photo 7 Dam ID# 214-0271 Tarrytown Waterworks Dam 02/07/2023
Service Spillway Channel



Photo 8 Dam ID# 214-0271 Tarrytown Waterworks Dam 02/07/2023
Auxiliary Spillway Entrance

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Photo 9 Dam ID# 214-0271 Tarrytown Waterworks Dam 02/07/2023
Auxiliary Spillway Channel
Looking upstream



Photo 10 Dam ID# 214-0271 Tarrytown Waterworks Dam 02/07/2023
Auxiliary Spillway Outlet
Looking downstream

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Photo 11 Dam ID# 214-0271 Tarrytown Waterworks Dam 02/07/2023
Auxiliary Spillway Outlet
Looking upstream

**MEDICARE ADVANTAGE WITH PRESCRIPTION
DRUG BENEFIT GROUP AGREEMENT**

This Medicare Advantage with Prescription Drug Benefit Group Agreement ("Agreement") is effective as of April 1, 2023 (the "Effective Date") between UnitedHealthcare Insurance Company ("United") and Village of Tarrytown ("Group"). This Agreement covers the services United is providing to Group, either directly or in conjunction with one of United's affiliates. All defined terms shall be as described in this Agreement unless stated otherwise.

RECITAL OF FACTS

United is a Medicare Advantage plan sponsor certified by the Centers for Medicare & Medicaid Services ("CMS") to offer Medicare Advantage benefit plans.

Group is an employer or other entity which sponsors an employee welfare benefit plan and desires to provide a United Medicare Advantage Plan for its Eligible Retirees and their Eligible Dependents.

AGREEMENT

NOW THEREFORE, in consideration of the application of Group for the benefits provided under this Agreement and in consideration of the periodic payment of the Plan Beneficiary Premium on behalf of Members in advance as they become due, United agrees to provide Covered Services to Members subject to all terms and conditions of this Agreement.

SECTION 1 - DEFINITIONS

Centers for Medicare & Medicaid Services ("CMS") is a Federal agency within the United States Department of Health and Human Services and is responsible for administering various Medicare programs.

Coinsurance is the portion of medical expenses for a service the Member must pay out-of-pocket, usually a fixed percentage. Coinsurance is usually applied after a deductible or Copayment requirement is met. Coinsurance is in addition to the Plan Beneficiary Premium.

Confidential Information includes without limitation the following, regardless of form or the manner in which it is furnished: (a) pricing, discounts, reimbursement terms, payment methodologies and payment processes, compensation arrangements and any similar commercial information ("Rate Information") and (b) data, information, statistics, trade secrets and any information about business, costs, operations, techniques, know-how or intellectual property. Any material that is derived from or developed from Confidential Information will be deemed Confidential Information for purposes of this Agreement, regardless of the person creating, disclosing or making available such material. Any Confidential Information included in preparations, proposals, scope documents, discussions, findings, summaries, reports and conclusions remains Confidential Information.

Copayment(s) is a fixed dollar amount payable to a health care provider or pharmacy by the Member when the Member receives a health care service or product that is covered by the Plan. Copayments are in addition to the Plan Beneficiary Premium.

Covered Services are the health care services and products covered pursuant to the current terms of the Plan. Covered Services include Medicare Part D eligible prescription drugs and drug products covered pursuant to the current terms of the Plan, in compliance with Medicare Laws and Regulations.

Eligible Dependent(s) is any person defined as a qualified dependent by Group, who meets all the eligibility requirements of Group and the Plan, and who is eligible to enroll in a plan under the Medicare Laws and Regulations and who permanently resides within the Service Area.

Eligible Retiree(s) is a former Group employee who has met the minimum required retiree participation conditions as determined by Group, who is eligible to enroll in a plan under the Medicare Laws and Regulations, who meets the eligibility and enrollment requirements of the Plan, and who permanently resides in the Service Area.

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Enrollment is the enrollment of Group's Eligible Retirees and Eligible Dependents into the Plan by Group. Enrollment is conditioned upon acceptance of the Eligible Retiree or Eligible Dependent by United and by CMS, the execution of this Agreement by United and by Group, and the receipt of Plan Beneficiary Premium by United.

Evidence of Coverage ("EOC") is the document supplied by United and issued to Members disclosing and setting forth the health care benefits and terms and conditions of coverage of the Plan to which Members are entitled. The EOC is incorporated fully into this Agreement by reference.

Group is the single employer or other entity identified above.

Group Contribution is the amount of the Plan Beneficiary Premium applicable to each Member which is paid by Group.

Low Income Premium Subsidy ("LIPS") is a low-income subsidy provided to a LIPS-eligible Member for the cost of the Member's premium or drug cost-sharing coverage under a Plan that provides Part D prescription drug benefit coverage, as described in Medicare Laws and Regulations.

Medicare Laws and Regulations are, collectively, the Medicare Prescription Drug, Improvement, and Modernization Act of 2003 (the "MMA"), the Medicare Improvements for Patients and Providers Act of 2008, the Patient Protection and Affordable Care Act, the regulations implementing the Medicare Advantage provisions at 42 CFR Part 422, together with guidance, instruction and other directives from CMS relating to Medicare Advantage Plans, and as applicable the regulations implementing the Medicare Part D Plan provisions of the MMA at 42 CFR Part 423, together with guidance, instruction and other directives from CMS relating to the Medicare Part D Plan.

Medicare Part D Plan is a Medicare Part D prescription drug benefit plan.

Member is the Eligible Retiree and/or Eligible Dependent who is eligible and covered by the Plan.

Open Enrollment Period is the annual period established by Group, or if no Open Enrollment Period is declared by Group, another period required by CMS, during which all eligible and prospective Group Eligible Retirees and Eligible Dependents may enroll in the Plan.

Plan is the Medicare Advantage with prescription drug benefit plan described in this Agreement, subject to modification, amendment or termination pursuant to the terms of this Agreement and the Plan.

Plan Beneficiary Premium is an amount established by United to be paid to United by or on behalf of each Member enrolled in the Plan for coverage under the Plan. If the Plan provides coverage for prescription drugs, the Plan Beneficiary Premium may include late enrollment penalties as assessed by CMS for those Members who did not have creditable prescription drug coverage for a period that exceeds sixty-three (63) calendar days from or after eligibility for Medicare Part D Plan. Plan Beneficiary Premium will not include Income Related Monthly Adjustment Amounts (IRMAA), if any, as assessed and billed to Member by the Social Security Administration to certain individuals with higher incomes. Member is responsible for the payment of IRMAA and if not paid, Member will be disenrolled from the Plan by CMS.

Service Area is a geographic area approved by CMS within which a Plan Member must permanently reside in order to enroll in the Plan.

SECTION 2 - ELIGIBILITY AND ENROLLMENT

2.01 Eligibility. The Plan specifies the coverage for which Eligible Retirees and Eligible Dependents are eligible, in consideration of their continued entitlement to Medicare Part A and enrollment in Part B, and in consideration of United's receipt of any specified Plan Beneficiary Premium.

2.02 Submission of Eligibility List and Enrollment Information. Group shall submit Eligible Retirees and Eligible Dependents information (the "Group Eligibility List"), as communicated by United and consistent with CMS requirements. The Group Eligibility List is subject to modification by United based upon acceptance or rejection of Enrollment by United and CMS.

2.02.01 Enrollment/Election. Properly completed Enrollment information must be submitted to United by Group for each Eligible Retiree and Eligible Dependent to be enrolled in the Plan. United may accept a uniform group Enrollment (without individual enrollment election forms and usually in an electronic file format) if such group Enrollment is conducted pursuant to Medicare Laws and Regulations. If Group utilizes the group enrollment

process to enroll its Eligible Retirees and Eligible Dependents in the Plan, Group will make available to its Eligible Retirees and Eligible Dependents the ability to opt out of the enrollment in a manner that allows its Eligible Retirees and Eligible Dependents to enroll in another plan of their choice on a timely basis and in accordance with Medicare Laws and Regulations.

2.02.02 Time of Enrollment. All Enrollment information shall be submitted by Group to United during the Open Enrollment Period. The EOC applicable to the Plan includes information regarding Initial Enrollment Period and Special Enrollment Period, as defined by CMS, during which Eligible Retirees and Eligible Dependents may enroll in the Plan outside of the Open Enrollment Period.

Group acknowledges that any Enrollment information not received by United consistent with CMS timing requirements may be rejected by United or may result in a later effective date of coverage.

2.02.03 Enrollment Notice to Eligible Retiree and Eligible Dependent. Group shall provide a written notice, prepared by United, to Eligible Retirees and Eligible Dependents at the commencement of the Open Enrollment Period and throughout the year to persons who become eligible at times other than during the Open Enrollment Period. The written notice shall provide notice of the availability of coverage under the Plan.

2.02.04 Enrollment Record Retention. Group's record of Member's enrollment election must exist in a format that can be easily, accurately and quickly reproduced for later reference by each individual Member, United and/or CMS, as necessary, and be maintained by Group for the term of this Agreement and for ten (10) years thereafter.

2.03 Commencement of Coverage. The commencement date of coverage under the Plan shall be effective in accordance with the terms of this Agreement and Medicare Laws and Regulations (or, if applicable, in accordance with the eligibility date CMS communicates to United). United's acceptance of each Member's Enrollment is contingent upon receipt of the applicable Plan Beneficiary Premium payment and CMS' confirmation of enrollment.

2.04 Involuntary Disenrollment. In the event a Member no longer meets Group's eligibility requirements for participation in the Plan, Group and/or Member shall provide written notice to United of such Member's disenrollment from the Plan or Group shall provide notice via the monthly Group Eligibility List submission, if applicable. Such notice, regardless of medium, shall include the reason for disenrollment. Group shall notify United thirty (30) calendar days prior to the proposed effective date of disenrollment. Disenrollment generally cannot be effective prior to the date Group submits the disenrollment notice.

In the case of a Member who no longer meets Group's eligibility requirements for participation in the Plan or in the case of termination of this Agreement in accordance with Section 6, Group will issue prospective notice to Member of the termination a minimum of twenty-one (21) calendar days prior to the effective date of said termination. Such notice must advise Member of other insurance options that may be available through Group. Group will also advise such Member that the disenrollment action means the Member will not have coverage. If the Plan provides coverage for prescription drugs, the Notice must include information about the potential for late-enrollment penalties that may apply in the future.

The effective date of disenrollment always falls on the last calendar day of a month. In the case of a Member no longer meeting Group's eligibility requirements, Group will send United notice of a Member's termination from the Plan by the first calendar day of the month for an effective date of the last calendar day of that month. All notifications received after the first calendar day of the month will result in a termination effective date of the last calendar day of the following month. Group agrees to pay any applicable Plan Beneficiary Premium through the last calendar day of the month in which Member is enrolled.

2.05 Voluntary Disenrollment. In the event a Member elects to discontinue being covered by the Plan, United must receive a written notice signed by Member that complies with CMS requirements. In the event Group submits Member voluntary disenrollment via the Group Eligibility List, Group must include in the Group Eligibility List the date Member advised Group of disenrollment. The effective date of disenrollment always falls on the last calendar day of a month. Disenrollment generally cannot be effective prior to the date Member advises Group of disenrollment or Member submits the Member's signed, written disenrollment notice. Group agrees to pay any applicable Plan Beneficiary Premium through the last calendar day of the month in which Member is enrolled.

2.06 Disenrollment Record Retention. Group's record of Member's election to disenroll must exist in a format that can be easily, accurately and quickly reproduced for later reference by each individual Member, United and/or CMS, as necessary, and be maintained by Group for at least ten (10) years following the effective date of the Member's disenrollment from the Plan.

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2.07 Retroactive Adjustments to Enrollment. No retroactive adjustments may be made beyond ninety (90) calendar days for any enrollments or disenrollments of Eligible Retiree, Eligible Dependent or Member or changes in coverage classification not reflected in United's records at the time United calculates and bills for Plan Beneficiary Premium.

SECTION 3 - GROUP OBLIGATIONS, PLAN BENEFICIARY PREMIUM AND COPAYMENTS

3.01 Notices to Member. If Group or United terminates this Agreement pursuant to Section 6 below, Group shall promptly notify all Members enrolled through Group of the termination of their coverage in the Plan. Such notification will include any other plan options that may be available through Group. Group shall provide such notice by delivering to each Member a true, legible copy of the notice of termination sent from United to Group, or from Group to United, at the Member's then current address. Group shall promptly provide United with a copy of the notice of termination delivered to each Member, along with evidence of the date the notice was provided. In the event that United terminates Member's enrollment in the Plan for non-payment of Plan Beneficiary Premium or United's non-renewal of this Agreement, Members will receive notice of termination from United.

If United or Group makes any changes affecting Members' benefits or obligations under the Plan, including but not limited to, increasing the Plan Beneficiary Premium payable by Member, increasing Copayments or Coinsurance or reducing Covered Services, unless the change is to be communicated by United through the Annual Notice of Change process, the party promulgating the change shall promptly notify all Members enrolled through Group of the applicable change. If Group promulgates the change and is required to provide notice to Members, Group shall provide such notice by delivering to each Member a true, legible copy of the notice of the applicable change at the Member's then current address. When required by CMS, Group shall promptly provide United with a copy of any notice delivered to each Member, along with evidence of the date the notice was provided. United shall have no responsibility to Members in the event Group fails to provide the notices required by this Section 3.01.

3.02 Plan Beneficiary Premium. Plan Beneficiary Premium will be paid to United by the Due Date in accordance with Section 3.03 below. Group shall pay or ensure payment of any portion of Plan Beneficiary Premium for Members for which Group is responsible. Each Member is responsible for paying to United or Group, as applicable, any portion of Plan Beneficiary Premium for which he or she is responsible. When agreed by United and Group, United will bill each Member for Member's amount of the Plan Beneficiary Premium. United shall arrange for Covered Services under the Plan only for those Members for whom the applicable Plan Beneficiary Premium has been paid.

3.02.01 Late Enrollment Penalty. Plan Beneficiary Premium may include any late enrollment penalties as determined applicable by CMS. The late enrollment penalty ("LEP") is based on the combination of a percentage of the national average Part D bid amount set by CMS and the number of months a beneficiary has not enrolled in a Medicare Part D plan, when eligible or a Member does not have creditable coverage (coverage containing a prescription drug benefit that is equivalent to Medicare Part D). The LEP is communicated to United by CMS upon confirmation of Member enrollment by CMS. In the event Member is assessed a LEP by CMS, United will bill the LEP directly to Group. Otherwise, upon Group's written authorization, United will bill the LEP directly to Member. In the case where United bills Member directly for Plan Beneficiary Premium, United will bill the LEP directly to the applicable Member.

3.03 Due Date. Plan Beneficiary Premium is due in full on a monthly basis by check or electronic transfer and must be paid directly by Group and/or by Member, as applicable, to United on or before the first business day of the month for which the premium applies ("Due Date"). Failure to pay the Plan Beneficiary Premium on or before the Due Date may result in termination of the Member from the Plan in accordance with eligibility requirements as determined by the Group, the procedures set forth in the EOC and Medicare Laws and Regulations. For payments due from Group, United reserves the right to assess Group an administrative fee of five percent (5%) of the monthly premium prorated on a thirty (30)-day month for each day it is delinquent thereafter. This fee will be assessed solely at United's discretion. In the event that deposit of payments not made in a timely manner are received by United after termination of Group, the depositing or applying of such funds does not constitute acceptance, and such funds shall be refunded by United within twenty (20) business days of receipt, if United, in its sole discretion, does not reinstate Group.

3.04 Modification of Plan Beneficiary Premium and Benefits.

3.04.01 Modification of Plan Beneficiary Premium. Plan Beneficiary Premium may be modified by United pursuant to Medicare Laws and Regulations, upon thirty (30) calendar days written notice to Group. Any such modification shall take effect commencing the first full month following the expiration of the thirty (30) day notice period.

3.04.02 Modification of Benefits or Terms. Covered Services as set forth in the EOC, as well as other terms of coverage under the Plan may be modified by United pursuant to Medicare Laws and Regulations, upon thirty (30) calendar days' written notice to Group. Any such modification shall take effect commencing the first full month following the expiration of the thirty (30) day notice period or on a later date specified in the notice.

3.05 Effect of Payment. Except as otherwise provided in this Agreement, only Members for whom the Plan Beneficiary Premium is received by United are entitled to benefits under the Plan, and then only for the period for which such payment is received.

3.06 Adjustments to Payments. Any imposition of or increase in any premium tax, guarantee or uninsured fund assessments, or other governmental charges relating to or calculated in regard to the Plan Beneficiary Premium shall be automatically added to the Plan Beneficiary Premium as of their legislative effective dates, as permitted by law. In addition, any change in law or regulation that significantly affects United's cost of operation can result in an increase in the Plan Beneficiary Premium, in an amount to be determined by United, as of the next available date of Plan Beneficiary Premium adjustment, as permitted by law.

3.07 Member/Marketing Materials. Group shall provide United with copies of any and all materials relating to the coverage available through the Plan that Group intends to disseminate to Eligible Retiree, Eligible Dependent or Member. All materials relating to the Plan and/or United shall be subject to review and written approval by United prior to its distribution by Group. Group understands that the Plan is subject to federal and state regulatory oversight, and that Eligible Retiree, Eligible Dependent or Member materials and marketing materials (including, but not limited to, cover letters accompanying direct mail kits, announcement mailings, etc.) may be required to be filed with, reviewed and approved by, CMS or state regulators prior to use. Group agrees not to distribute such material prior to receipt of written approval of the material by United. Group shall assume all liabilities and damages arising from Group's unauthorized dissemination of Eligible Retiree, Eligible Dependent or Member materials and/or marketing materials. Group also agrees to comply with all relevant federal and state regulatory requirements regarding the distribution and fulfillment of Eligible Retiree, Eligible Dependent or Member materials and/or marketing materials and applicable timeframes.

3.08 Employer/Union-Only Group Obligations. Pursuant to Medicare Laws and Regulations, Group acknowledges and agrees to comply with the following obligations with respect to the Plan:

3.08.01 Uniform Premium Requirements: Group may determine how much of a Member's Plan Beneficiary Premium Group will subsidize, subject to the following conditions in determining the Plan Beneficiary Premium subsidy:

- a. Group can subsidize different amounts for different classes of Members in the Plan provided such classes are reasonable and based on objective business criteria, such as years of service, date of retirement, business location, job category, and nature of compensation (e.g., salaried v. hourly). Different classes cannot be based on eligibility for Low Income Subsidy individuals;
- b. Group cannot vary the Plan Beneficiary Premium subsidy for individuals within a given class of Members, other than as is required for the CMS-assessed late enrollment penalty; and
- c. Group cannot charge a Member for prescription drug coverage provided under the Plan for more than the sum of his or her monthly Plan Beneficiary Premium attributable to basic prescription drug coverage and 100% of the monthly Plan Beneficiary Premium attributable to his or her supplemental prescription drug coverage (if any).

3.08.02 Low Income Subsidy: For all Plan Low Income Subsidy eligible individuals:

- a. United will administer (LIPS) credits. Pursuant to federal regulations, the LIPS amount must first be used to reduce the portion of the monthly Plan Beneficiary Premium attributable to basic prescription drug coverage paid by Member, with any remaining portion of the LIPS amount then applied toward the portion of the monthly Plan Beneficiary Premium attributable to basic prescription drug coverage paid by Group. If, however, United does not or cannot directly bill Group's Members, CMS will waive this up-front reduction requirement and permit United to directly refund the amount of the LIPS to the Member.

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- b. If the sum of Member's and Group's monthly Plan Beneficiary Premium is less than the amount of the LIPS credit, any amount of the LIPS credit above the total Plan Beneficiary Premium must be returned to CMS; and
 - c. If the LIPS credit for which a Member is eligible is less than the portion of the monthly Plan Beneficiary Premium paid by Member, Group shall communicate to Member the financial consequences for Member of enrolling in the Plan as compared to enrolling in another Medicare Part D Plan with a monthly beneficiary premium equal to or below the LIPS amount.
 - d. Any LIPS credit due to Member and/or Group must be applied within forty-five (45) calendar days of receipt.
 - e. To enable United to appropriately administer LIPS disbursements, Group shall complete and return an annual attestation issued by United.
 - i. The attestation validates the Group's current billing procedures and is used to determine the recipient of LIPS disbursements.
 - ii. The lack of an up-to-date attestation will default the disbursement of LIPS to Member regardless of prior year attestation information.
 - iii. United will not refund Group for LIPS disbursements made to Member during periods prior to an adequate attestation being completed and returned.
 - iv. In order to collect and redistribute misappropriated LIPS disbursements made to Group, United reserves the right to bill Group who has received LIPS disbursements on behalf of Member due to incorrect attestation information.
 - f. United shall provide reporting to Group for Members currently receiving LIPS disbursements. These reports will identify Member by name and display their respective monthly disbursements. These reports are intended to allow Group to recoup, if applicable, any remaining portion of the LIPS credit (payment that remains after the LIPS credit is used to exhaust the monthly Plan Beneficiary Premium attributable to basic prescription drug coverage paid by the Member). If the reported amount exceeds \$30, the amount distributed would likely cover multiple months. Group would only be allowed to recoup the difference between the monthly Plan Beneficiary Premium and the monthly LIPS credit amount. In these cases, a request for a more detailed report from United should be sought before attempting to recoup LIPS disbursements.

SECTION 4 - RELATIONSHIPS OF AND BETWEEN PARTIES

4.01 Relationship of Parties. United is not the agent or representative of Group. Group is not the agent or representative of United.

4.02 Roles. United shall not be deemed or construed as an employer or as an employee for any purpose with respect to the administration or provision of benefits under Group's benefit plan. United shall not be responsible for fulfilling any duties or obligations of an employer or an employee with respect to Group's benefit plan. This Agreement is a business transaction between two unrelated parties.

SECTION 5 - TERM OF AGREEMENT; RENEWAL PROVISIONS

The term of this Agreement shall be nine (9) months, commencing on the Effective Date, unless this Agreement is terminated as provided herein. Following the Effective Date and after United has provided one month of services this Agreement is deemed executed by the parties. This Agreement shall automatically renew for a one (1) year term on each January 1 unless terminated as provided herein. Renewal of this Agreement shall be subject to modification of rates and benefits pursuant to Section 3.04.

SECTION 6 - TERMINATION

6.01 Termination by Group. Group may terminate this Agreement by giving a minimum of sixty (60) calendar days written notice of termination to United, to allow processing time for United to notify Member with a minimum of twenty-one (21) calendar days advance notice of termination. Group termination shall always be effective on the last day of the month. Group shall continue to be liable for Plan Beneficiary Premium for all Members enrolled in this Plan through Group until the date of termination or, if later, the termination date indicated by CMS.

6.02 Termination by United.

6.02.01 This Agreement shall terminate, in whole or in part as the case may be, for one or more of the following events and notices of termination shall be sent by United within 90 (ninety) days of the effective date of termination, or as otherwise required by CMS.

- a. termination or non-renewal of United’s contract with CMS;
- b. termination or non-renewal with respect to a Service Area or a portion of a Service Area in which Member resides, as applicable.
- c. if United no longer issues the Plan or any group health benefit plans within the applicable market, as permitted by law;
- d. if Group fails to abide by and enforce the conditions of Enrollment set forth in this Agreement;
- e. if Group no longer meets United’s minimum contribution or participation requirements;
- f. non-renewal of this Agreement by United at the end of the then current term.
- g. in the event of a filing by or against the Group of a petition for relief under the Federal Bankruptcy Code,
- h. any jurisdiction prohibits a party from administering the Plan under the terms of this Agreement, or imposes a penalty on the Plan, Group or United and such penalty is based on the services specified in this Agreement. In this situation, the party may immediately discontinue the Agreement’s application in such jurisdiction. Notice must be given to the other party when reasonably practical. The Agreement will continue to apply in all other jurisdictions.

6.02.02 Termination for Nonpayment of Plan Beneficiary Premium. United may terminate this Agreement in the event Group or its designee, or Member fails to remit Plan Beneficiary Premium, including LEP, in full by the Due Date to United by giving written notice of termination of this Agreement to Group. Nonpayment of Plan Beneficiary Premium includes, but is not limited to, payments returned due to non-sufficient funds and post-dated checks. Such notice shall specify that payment of all unpaid Plan Beneficiary Premium must be received by United within fifteen (15) calendar days of the date of issuance of the notice, and that if payment is not received within the fifteen (15) day period, no further notice shall be given, and coverage for all Members enrolled in this Plan shall automatically be terminated effective at the end of the month for which Plan Beneficiary Premium has been actually received by United, subject to compliance with notice requirements.

6.02.03 Termination for Breach. United may terminate this Agreement if Group breaches any term, covenant or condition of this Agreement and fails to cure such breach within thirty (30) calendar days after United sends written notice of such breach to Group. United’s written notice of breach shall make specific reference to Group’s action causing such breach. If Group fails to cure its breach subject to United’s satisfaction within thirty (30) calendar days after United sends notice of such breach to Group, United may terminate this Agreement at the end of the thirty (30) day notice period.

6.02.04 Termination for Providing Misleading or Fraudulent Information. United may terminate this Agreement thirty (30) calendar days after United sends written notice to Group if Group provides materially misleading or fraudulent information to United in any Group questionnaire or is aware that materially misleading or fraudulent information has been provided on Eligible Retiree, Eligible Dependent or Member Enrollment forms.

6.02.05 For Loss of Group’s Office Location within Service Area. Group acknowledges that in the event of such change of Group’s office location, a modification to Plan Beneficiary Premium may be necessary. In the event of a change of Group’s office location, the parties shall negotiate any changes requested by either party to the Plan Beneficiary Premium. In the event that the parties are unable to reach agreement regarding modified Plan Beneficiary Premium, United may terminate Group upon thirty (30) calendar days’ written notice prior to such termination.

6.03 Return of Prepayment Premium Fees Following Termination. In the event of termination by either party (except in the case of fraud or deception in the use of United services or facilities, or knowingly permitting such fraud or deception by another) , United will, within thirty (30) calendar days, return to Group the pro-rata portion of money paid to United which corresponds to any unexpired period for which payment has been received, together with amounts due on claims, if any, less any amounts due to United. United’s exercise of its termination rights

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under Section 6.02 above does not waive United's right to payment by Group for all coverage provided, including late fees as provided in Section 3.03 above.

SECTION 7 - MISCELLANEOUS PROVISIONS

7.01 United Names, Logos and Service Marks. United reserves the right to control all use of its name, product names, symbols, logos, trademarks, and service marks currently existing or later established. Group shall not use United's name, product names, symbols, logos, trademarks, or service marks or otherwise reference United in any form of publication or media without obtaining the prior written approval of United.

7.02 Assignment. Group may not assign this Agreement or any rights or obligations under this Agreement to anyone without United's written consent.

7.03 Subcontractors. United can use its affiliates or subcontractors to perform United's services under this Agreement. United will be responsible for those services to the same extent that United would have been had it performed those services without the use of an affiliate or subcontractor.

7.04 Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of New York (without regard to the legislative or judicial conflicts of laws/rules of any state), except to the extent superseded by federal law.

7.05 Severability. The invalidity or unenforceability of any provision of this Agreement will not affect the validity or enforceability of any other provision. However, it is intended that a court of competent jurisdiction construe any invalid or unenforceable provision of this Agreement by limiting or reducing it so as to be valid or enforceable to the extent compatible with applicable law.

7.06 Amendments. Except as may otherwise be specified in this Agreement, this Agreement may be amended only by both parties agreeing to the amendment in writing, executed by a duly authorized person of each party.

7.07 Waiver/Estoppel. Nothing in this Agreement is considered to be waived by any party, unless the party claiming the waiver receives the waiver in writing. No breach of this Agreement is considered to be waived unless the non-breaching party waives it in writing. A waiver of one provision does not constitute a waiver of any other. A failure of either party to enforce at any time any of the provisions of this Agreement, or to exercise any option which is herein provided in this Agreement, will in no way be construed to be a waiver of such provision of this Agreement.

7.08 Notices. Any notices, demands, or other communications required under this Agreement will be in writing and may be provided via electronic means or by United States Postal Service by certified or registered mail, return receipt requested, postage prepaid, or delivered by a service that provides written receipt of delivery.

7.09 Acceptance of Agreement. Group may accept this Agreement either by execution of this Agreement or by making its initial Plan Beneficiary Premium payment to United on or before the Effective Date. In the event acceptance of this Agreement is made with the initial payment of the Plan Beneficiary Premium, Group shall provide United with an executed copy of this Agreement within sixty (60) calendar days of such payment. Acceptance by any of these methods shall render all terms and provisions of this Agreement binding on the parties.

7.10 Entire Agreement. This Agreement, with its exhibits, constitutes the entire agreement between the parties governing the subject matter of this Agreement. This Agreement replaces any prior written or oral communications or agreements between the parties relating to the subject matter of this Agreement. The headings and titles within this Agreement are for convenience only and are not part of the Agreement.

7.11 No Third Party Beneficiaries. Except as otherwise expressly indicated in this Agreement, nothing in this Agreement shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.

7.12 Superseding of Other Agreements. The Plan replaces and supersedes any previous Plan between United and Group.

7.13 Indemnification. The parties each agree to indemnify, defend and hold the other party, and its affiliates, harmless, and to accept all legal and financial responsibility for any liability (including reasonable attorneys' fees) arising out of its own failure to perform its material obligations as set forth in this Agreement, or under Medicare Laws and Regulations.

7.14 ERISA. United will administer this Agreement in accordance with the requirements of Medicare Laws and Regulations and applicable state laws. United is neither the plan administrator nor named fiduciary of the employee benefit welfare plan, as those terms are used in ERISA.

7.15 Confidential Information. Each party will limit the use of the other's Confidential Information to only the information required to administer the Plan, to perform under this Agreement, or as otherwise permitted under this Agreement. Neither party will disclose the other's Confidential Information to any person or entity other than to the receiving party's employees, subcontractors, or authorized agents needing access to such information to administer the Plan, to perform under this Agreement, or as otherwise permitted under this Agreement. Notwithstanding the foregoing, United's Rate Information cannot be disclosed to Group or to any third party without United's express written consent and, if required by United, a mutually agreed upon confidentiality agreement. Group may not sell, license, or grant any other rights to Confidential Information.

If Group needs access to United's Confidential Information, United, at its discretion, may allow Group to use United's Confidential Information subject to the following conditions:

- (1) The information requested must relate to United's services under this Agreement;
- (2) Group must give United reasonable advance notice and an explanation of the need for United's Confidential Information;
- (3) It must be legally permissible for United to release such information;
- (4) The release and use must be consistent with United's provider contractual obligations; and
- (5) The release and use must be consistent with United's data use and release policies.

Such use is subject to the terms of this Agreement and as required by United, a mutually agreed upon confidentiality agreement.

If Group is subject to a Freedom of Information Act (FOIA) request and the request includes United's Confidential Information, Group will contact United prior to releasing any information and give United the opportunity to review, respond, and/or object to the FOIA request.

United also will provide reasonable access to information to an entity providing Plan administrative services to Group, such as a consultant or vendor, if Group requests it. Such access is subject to the conditions in this Section. Before United provides Confidential Information to that entity, the parties must sign a mutually agreed-upon confidentiality agreement, and the parties must agree as to what information is minimally necessary to accomplish the Plan administrative service.

United will provide information only while this Agreement is in effect and for a period of six (6) months after the Agreement terminates, unless Group demonstrates that the information is in response to a subpoena, legal process, or other release of information required by applicable law.

Group is responsible for entering into any and all legally required agreements with consultant or vendor to ensure protection of Protected Health Information, including but not limited to, a Business Associate Agreement, as defined under the Health Insurance Portability and Accountability Act and its implementing regulations, as amended from time to time.

This provision shall survive the termination of this Agreement.

7.16 Mediation and Arbitration. The parties will work together in good faith to resolve any disputes about their business relationship. If the parties are unable to resolve the dispute within thirty (30) calendar days following the date one party sent written notice to the other party, and if any party wishes to pursue the dispute, the pursuing party may request non-binding mediation, within ninety (90) calendar days following the date one party sent written notice to the other party, facilitated by a third-party neutral mutually agreeable to both parties. The mediation shall be held in New York. If agreement is not reached at the mediation, the pursuing party may submit the dispute to arbitration in accordance with the rules of the American Arbitration Association. In no event may arbitration be initiated more than one (1) year following the sending of written notice of the dispute, and no dispute may be initiated before the pursuing party submits to non-binding mediation. Any arbitration proceeding under this Agreement shall be conducted in New York. The arbitrators may construe or interpret but shall not vary or ignore the terms of this Agreement, shall have no authority to award any punitive or exemplary damages and shall be

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bound by controlling law. Each party shall be responsible for its own costs, including attorneys' fees, incurred in connection with any arbitration. The parties acknowledge that because this Agreement affects interstate commerce, the Federal Arbitration Act applies. Notwithstanding the provisions of this Section 7.16, if any party would reasonably suffer irreparable and immediate injury as a result of another party's breach or violation of any provision of this Agreement for which there would be no adequate remedy at law, such party may seek preliminary and other injunctive relief against any such breach or violation in a court having jurisdiction over the parties and the subject matter of the dispute.

7.17 Protected Health Information Certification. In executing this Agreement, Group certifies that as plan sponsor it has in place appropriate Plan documents necessary to demonstrate compliance with applicable privacy requirements of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations as amended from time to time (collectively, "HIPAA"). The Group further certifies that its Plan documents meet the following requirements: (a) Plan documents describe employees or classes of employees or other persons under the control of the plan sponsor to be given access to the protected health information to be disclosed, provided that any employee or person who receives protected health information relating to payment under, health care operations of, or other matters pertaining to the group health plan in the ordinary course of business must be included in such description; (b) restrict the access to and use by such employees and other persons described in the above to the plan administration functions that the Plan Sponsor performs for the group health plan; (c) provide an effective mechanism for resolving any issues of noncompliance by persons described above with the plan document provisions required by law; and (d) the Plan documents comply with the requirements of 45 C.F.R. Section 164.504(f)(2) and that the plan sponsor will safeguard and limit the use and disclosure of protected health information that the plan sponsor may receive from United to perform the plan administration functions.

Specifically, the plan sponsor will:

- a. Not use or further disclose the information other than as permitted or required by the plan documents or as required by law;
- b. Ensure that any agents, including a subcontractor, to whom it provides protected health information received from United, agree to the same restrictions and conditions that apply to the plan sponsor with respect to such information;
- c. Not use or disclose the information for employment-related actions and decisions or in connection with any other benefit or employee benefit plan of the plan sponsor;
- d. Report to United any use or disclosure of the information that is inconsistent with the uses or disclosures provided for of which it becomes aware;
- e. Make available protected health information in accordance with 45 CFR §164.524;
- f. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR §164.526;
- g. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR §164.528;
- h. Make its internal practices, books and records relating to the use and disclosure of protected health information received from United available in response to an inquiry from United or an appropriate regulatory entity for purposes of determining compliance with federal privacy requirements;
- i. If feasible, return or destroy all protected health information received from the United that the plan sponsor still maintains in any form and retain no copies of such information when no longer needed for the purpose of which disclosure was made, except that, if such return or destruction is not feasible, limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.

9

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

Village of Tarrytown
One Depot Plaza
Tarrytown, NY 10591

UnitedHealthcare Insurance Company
185 Asylum Street
Hartford, CT 06103-3408

By: _____
Authorized Signature

By: _____
Authorized Signature

Print Name: _____

Print Name: _____

Print Title: _____

Print Title: _____

Date: _____

Date: _____

Kathy Deufemia

From: Bob Moon <bcmoon409@aol.com>
Sent: Thursday, April 6, 2023 10:11 AM
To: administrator
Subject: Memorial Day Parade

[EXTERNAL] This email is from outside the Village of Tarrytown - Please use caution when opening links and attachments!

CENTRAL VETERANS COMMITTEE
PO BOX 814
SLEEPY HOLLOW, NY 10591

April 6, 2023

Dear Mayor Brown

The Central Veterans Committee is requesting permission from the village of Tarrytown, NY, to hold the annual Memorial Day Parade, on Monday, May 29, 2023. Line up is at 8 AM on Main Street in Tarrytown, NY and the parade steps off at 9 AM sharp. The Memorial Service will take place immediately after the parade in Patriot's Park
Please reply with your decision to this email or 914-588-7341 as soon as possible.
Thank You,

Robert Moon
Central Veterans Committee

