

**VILLAGE OF TARRYTOWN
BOARD OF TRUSTEES
WORK SESSION 6:00 P.M.
WEDNESDAY, FEBRUARY 16, 2022**

Members of the public may attend in person at Village Hall or remotely. For those members of the public interested in viewing the meeting remotely visit: <https://www.tarrytownny.gov/home/events/37506> for instructions on how to view via Zoom.

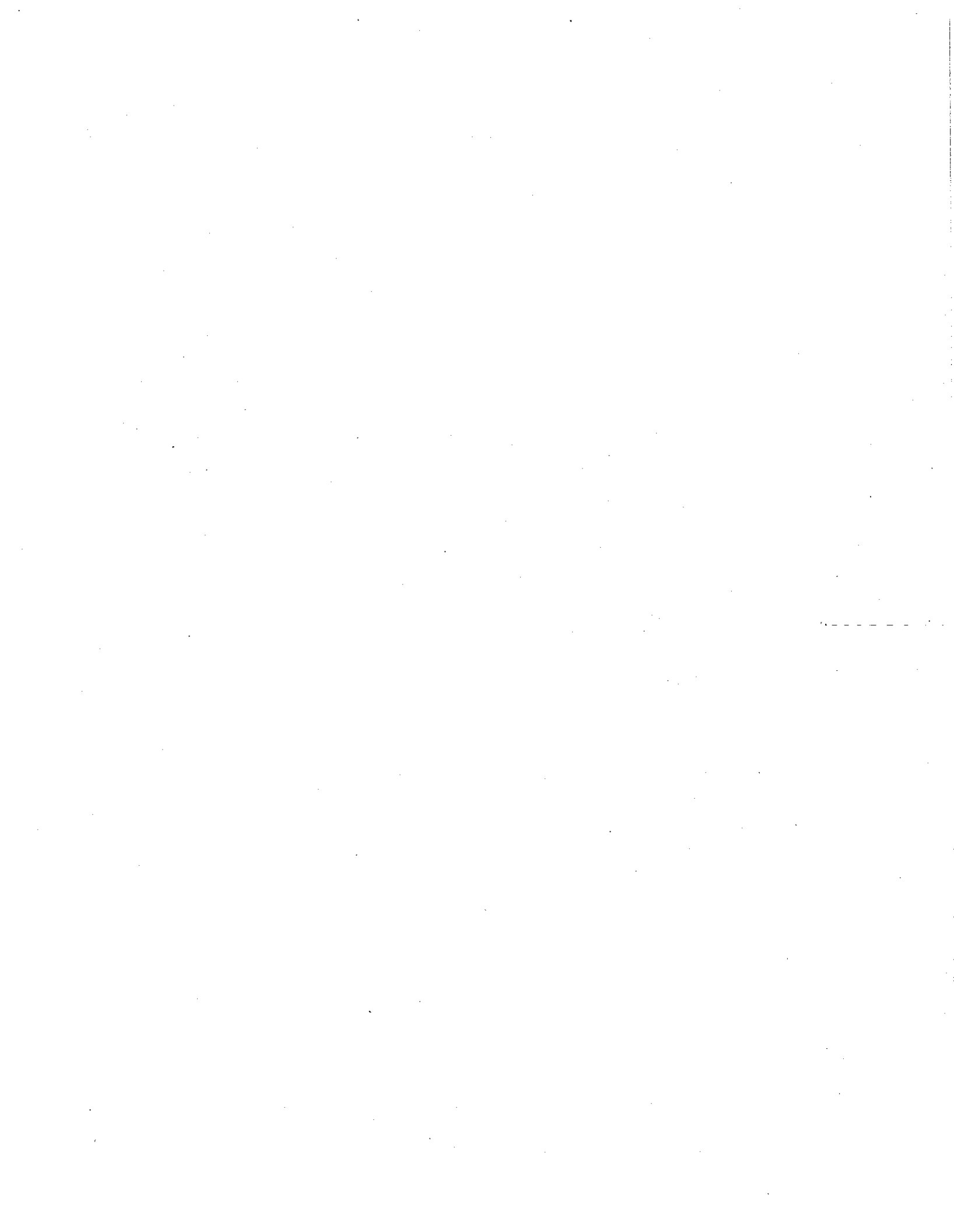
Action Item – Revised Bid Contract for Slope Stabilization at Tarrytown Lakes

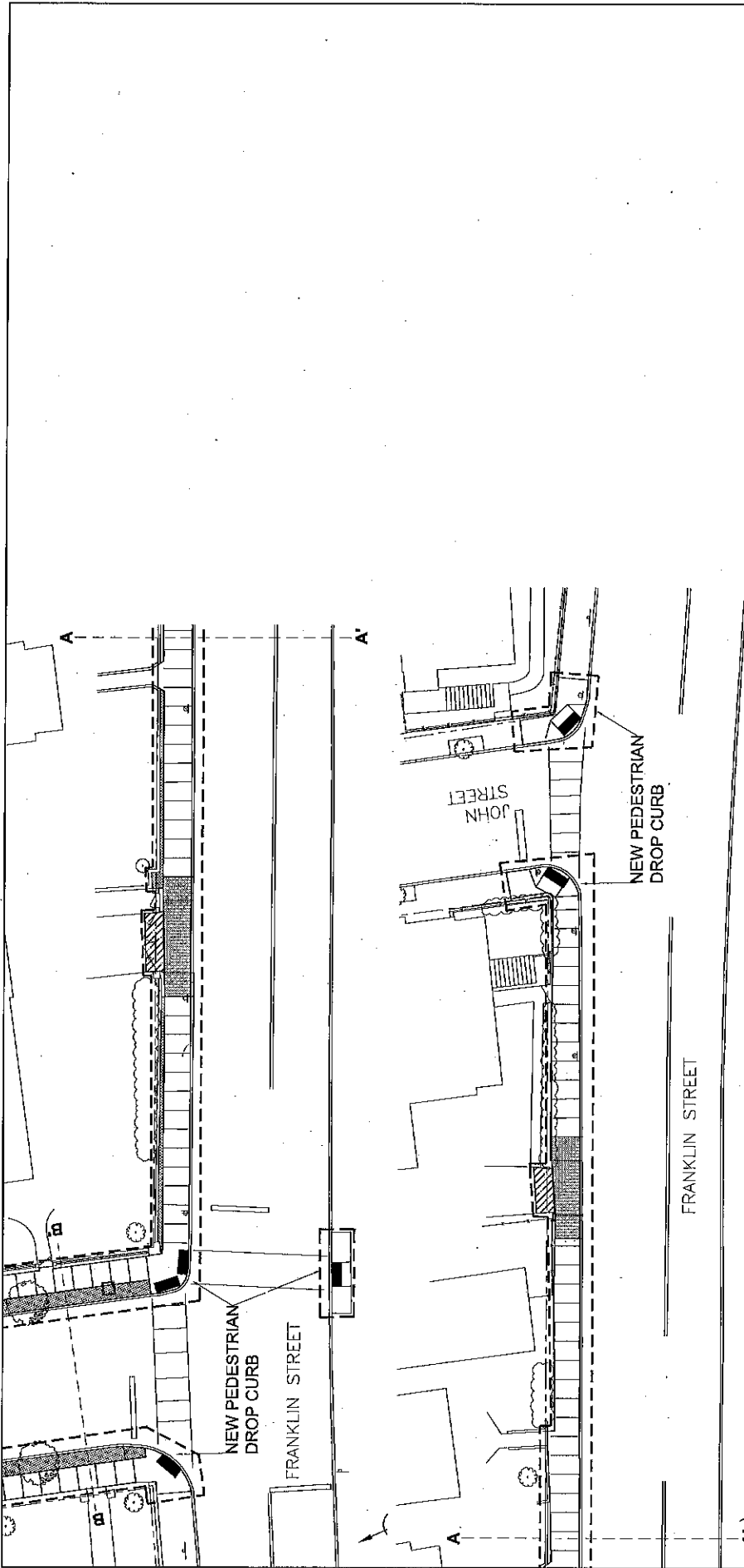
Open Session

1. National Resources – Discussion with Joe Cotter and Lynne Ward
2. Board of Trustees Concerns
3. Sidewalk Project
4. Downtown Outdoor Dining
5. Main Street Closures for Outdoor Dining
6. Solar Project Site Access and Due Diligence Agreement
7. Climate Action Planning Institute (CAPI) - IMA
8. Stop DWI - IMA
9. Large Events at Pierson Park
10. Accessory Dwelling Units – Resolution
11. Capital Budget Borrowing/Bonding
12. Friends of the RiverWalk Presentation at February 22 Meeting

Executive Session

- A. Parking Enforcement Officer/School Crossing Guard
- B. Fitness Center Staff
- C. Transportation and Mobility Council Vacancy
- D. Comprehensive Plan Management Committee Vacancy
- E. Recreation Department
- F. Fire Department





Westchester Way.com
 DEPARTMENT OF PLANNING
 DIVISION OF DESIGN
 MICHAELIAN OFFICE BUILDING
 WHITE PLAINS, NY 10604
 NORTH

Streetscape Improvements
 Franklin St & Washington St
 Village of Tarrytown, NY

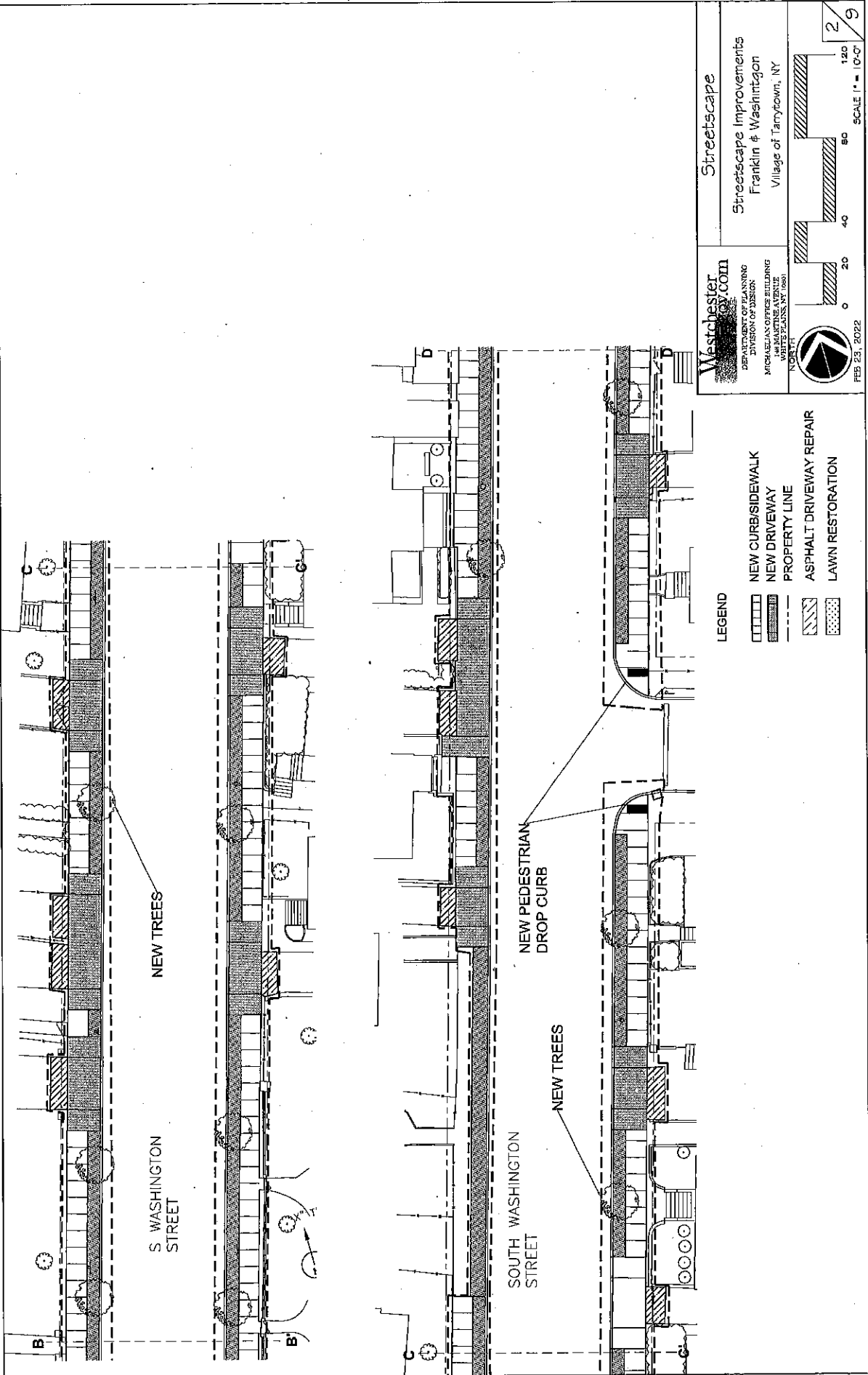
FEB 23, 2022

SCALE 1" = 10'-0"

- LEGEND**
- NEW CURB/SIDEWALK
 - NEW DRIVEWAY
 - PROPERTY LINE
 - ASPHALT DRIVEWAY REPAIR
 - LAWN RESTORATION

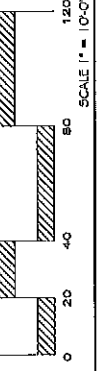
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Westchester
 COUNTY
 DEPARTMENT OF PLANNING
 DIVISION OF DESIGN
 MICHAEL AN OFFICE BUILDING
 146 EAST WINE AVENUE
 YONKERS, NY 10590
 NORTH

Streetscape
 Streetscape Improvements
 Franklin & Washington
 Village of Tarrytown, NY



FEB 23, 2022

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- LEGEND
- NEW CURB/SIDEWALK
 - NEW DRIVEWAY
 - PROPERTY LINE
 - ASPHALT DRIVEWAY REPAIR
 - LAWN RESTORATION

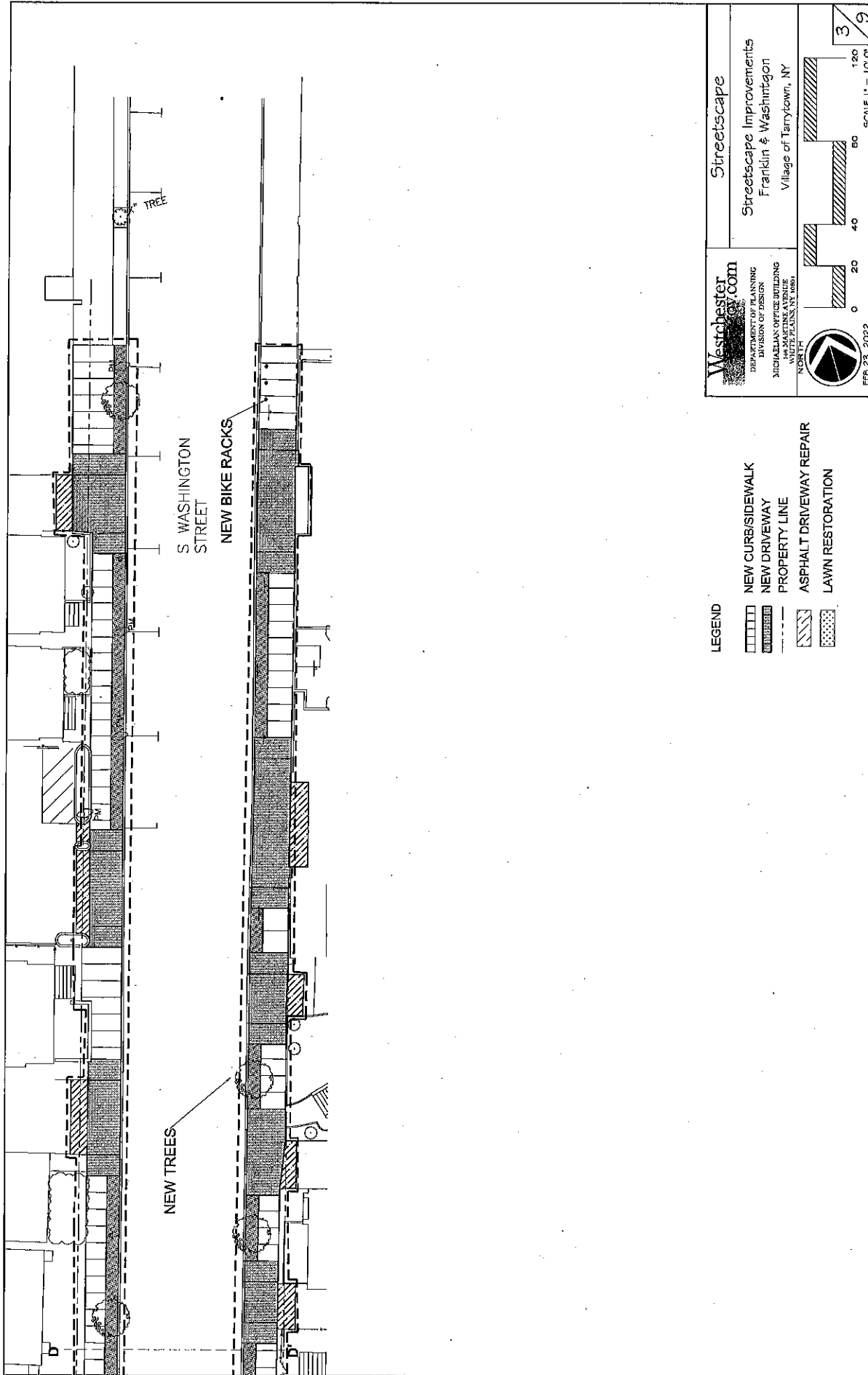
NEW TREES

S WASHINGTON STREET

NEW PEDESTRIAN DROP CURB

NEW TREES

SOUTH WASHINGTON STREET



S WASHINGTON STREET
NEW BIKE RACKS

NEW TREES

- LEGEND
- NEW CURBSIDEWALK
 - NEW DRIVEWAY
 - PROPERTY LINE
 - ASPHALT DRIVEWAY REPAIR
 - LAWN RESTORATION

Westchester
County
New York
DEPARTMENT OF PLANNING
DIVISION OF DESIGN
MICHAEL'S OFFICE UTILITIES
100 WEST PLAINS, NY 10598
NORTH

Streetscape
Streetscape Improvements
Franklin & Washington
Village of Tarrytown, NY



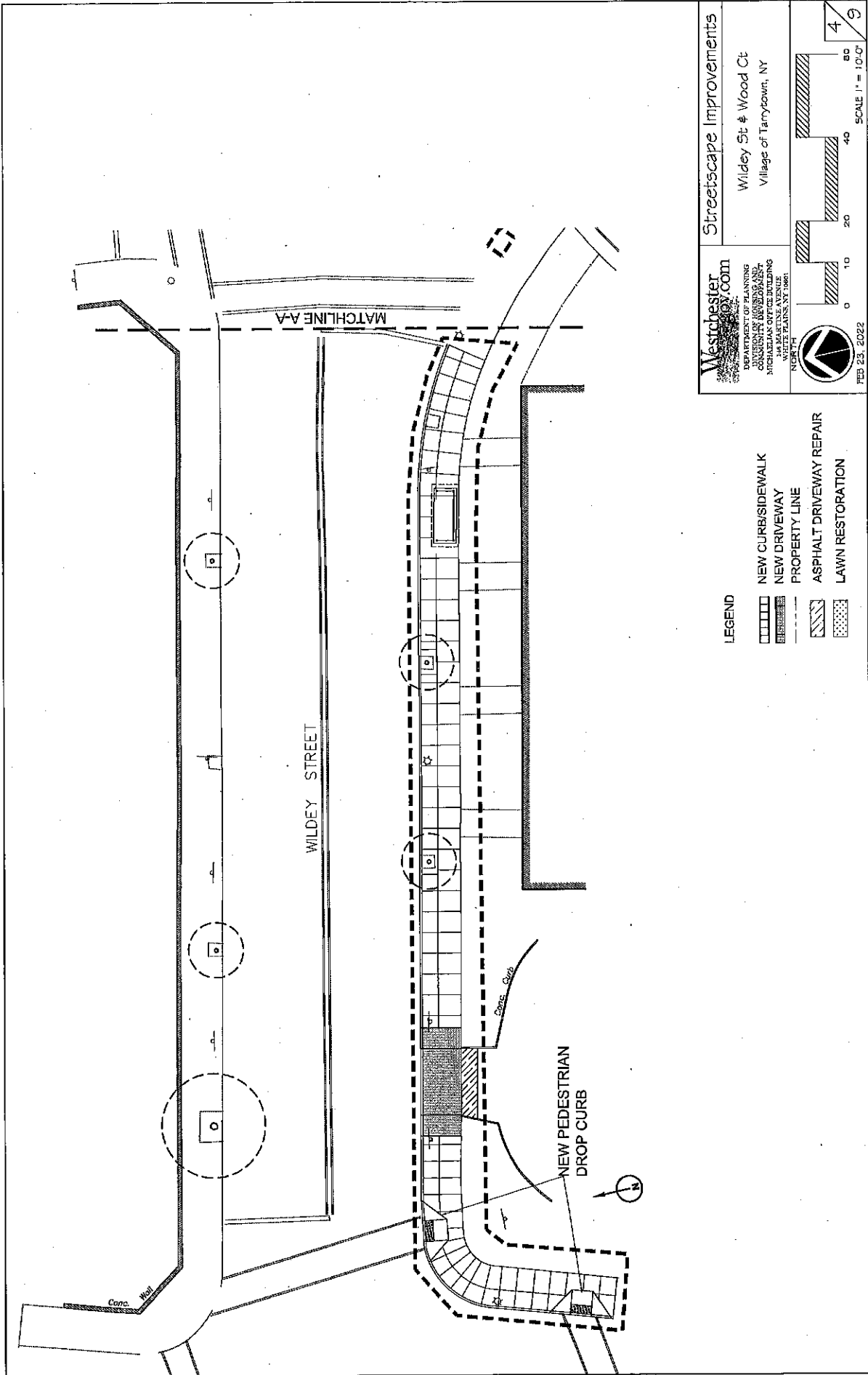
FEB 23, 2022

SCALE 1" = 10'-0"

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WestchesterStreetscape.com
 DEPARTMENT OF PLANNING
 DIVISION OF PLANNING AND
 MICHAEL ANSOLING
 145 MARTINE AVENUE
 WHITE PLAINS, NY 10601

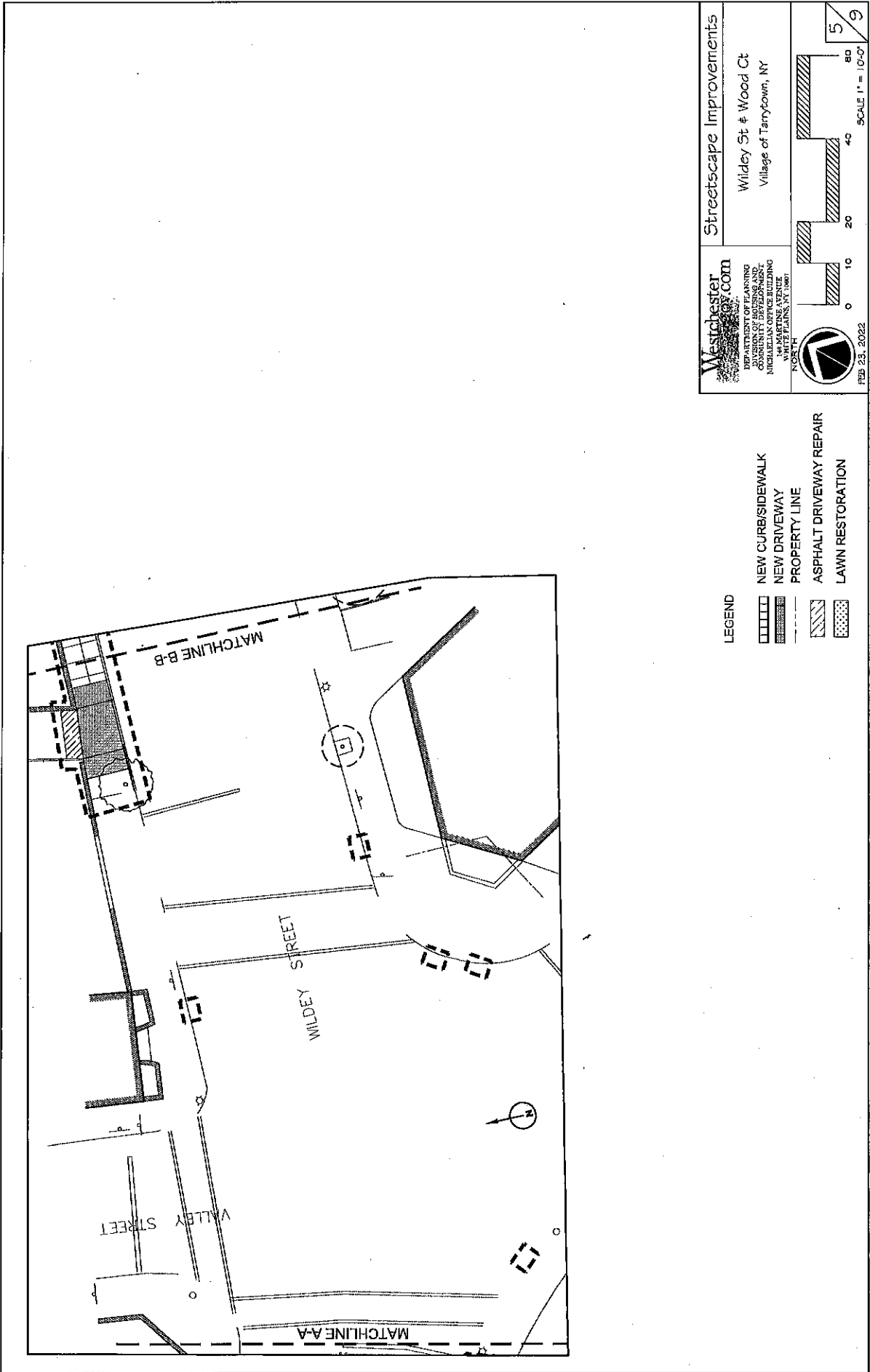
Streetscape Improvements
 Wildey St & Wood Ct
 Village of Tarrytown, NY

SCALE 1" = 10'-0"

FEB 23, 2022

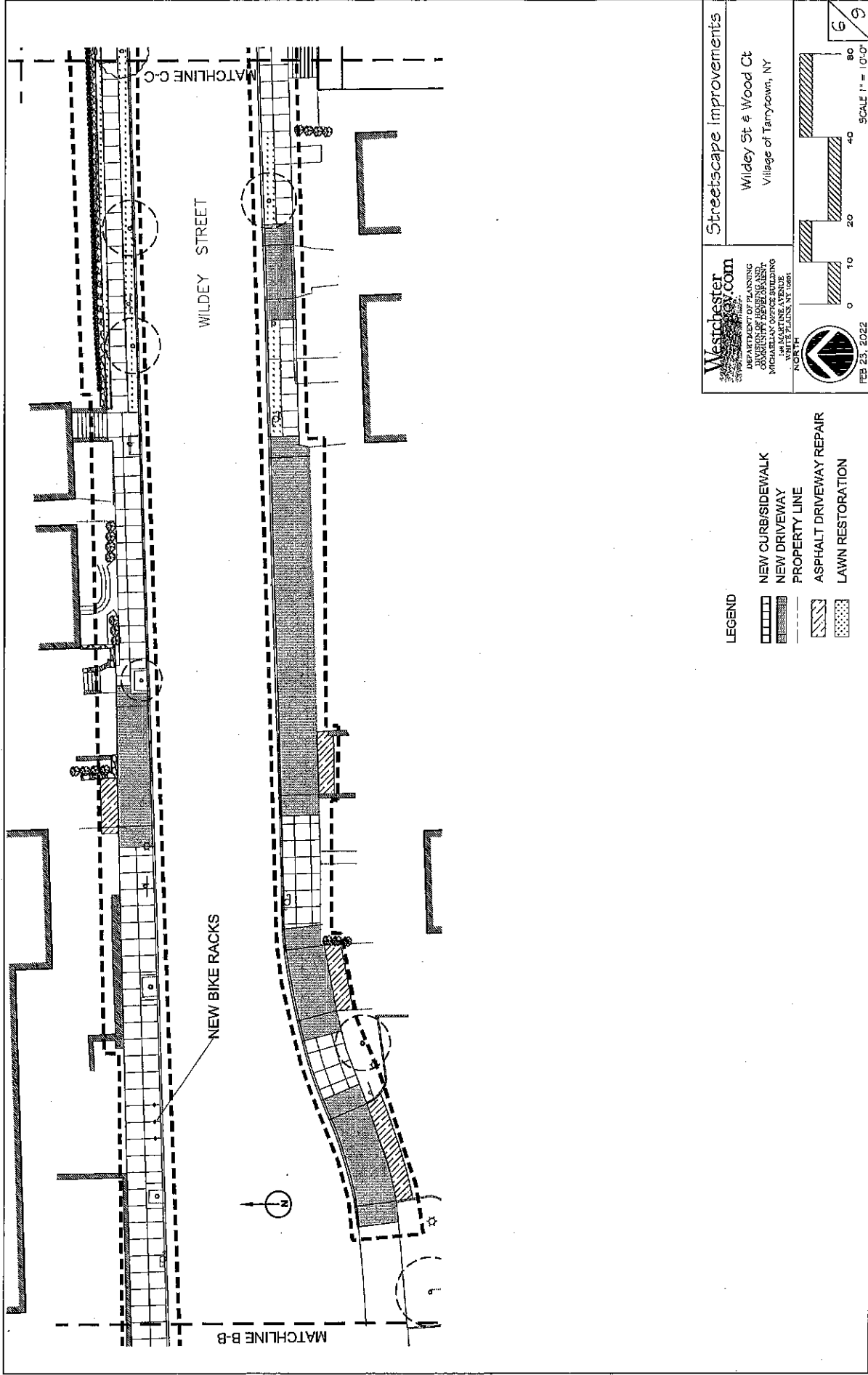
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- LEGEND**
- NEW CURB/SIDEWALK
 - NEW DRIVEWAY
 - PROPERTY LINE
 - ASPHALT DRIVEWAY REPAIR
 - LAWN RESTORATION



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WILDEY STREET

MATCHLINE C-C

NEW BIKE RACKS

MATCHLINE B-B

Westchester
COUNTY PLANNING AND
COMMUNITY DEVELOPMENT
100 MOUNTAIN AVENUE
WHITE PLAINS, NY 10605

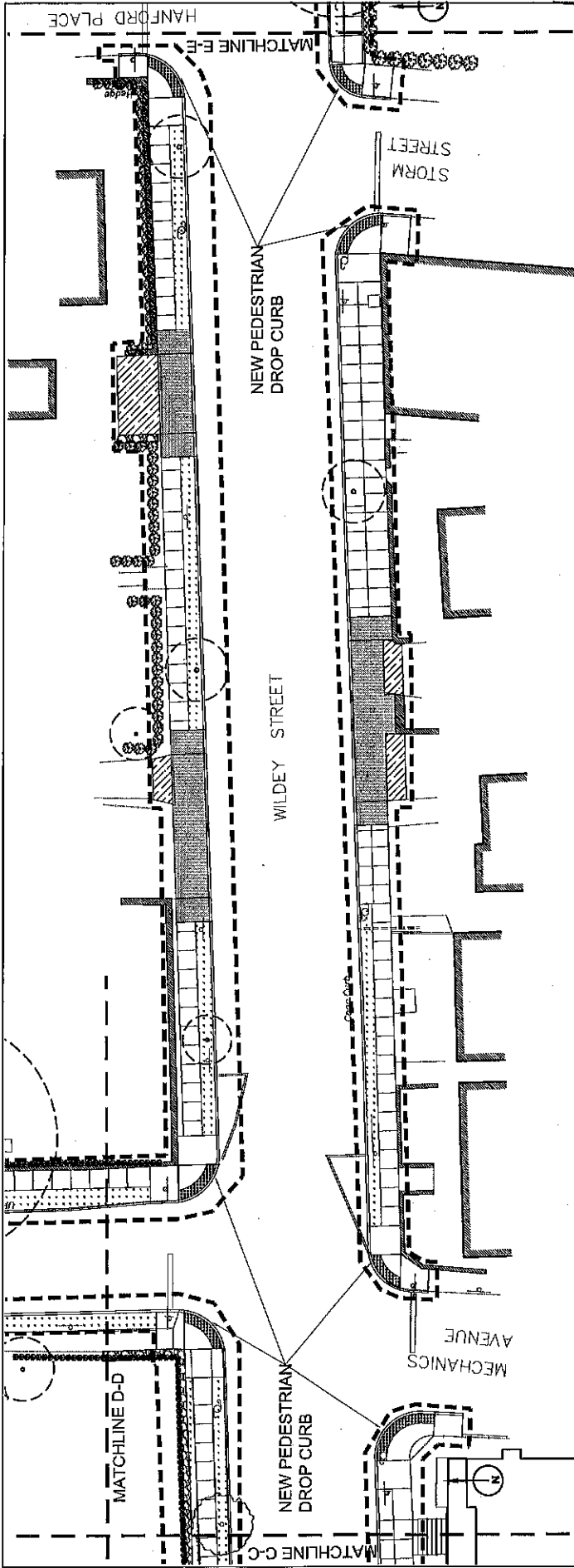
Streetscape Improvements
Wildey St & Wood Ct
Village of Tarrytown, NY

FEB 23, 2022

SCALE 1" = 10'-0"

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- LEGEND**
- NEW CURB/SIDEWALK
 - NEW DRIVEWAY
 - PROPERTY LINE
 - ASPHALT DRIVEWAY REPAIR
 - LAWN RESTORATION



Westchester.com
 Planning, Zoning, and Community Development
 100 MARSHALL AVENUE
 WHITE PLAINS, NY 10601

Streetscape Improvements
 Wildey St & Wood Ct
 Village of Tarrytown, NY

LEGEND

- NEW CURB/SIDEWALK
- NEW DRIVEWAY
- PROPERTY LINE
- ASPHALT DRIVEWAY REPAIR
- LAWN RESTORATION

Scale: 1" = 10'-0"

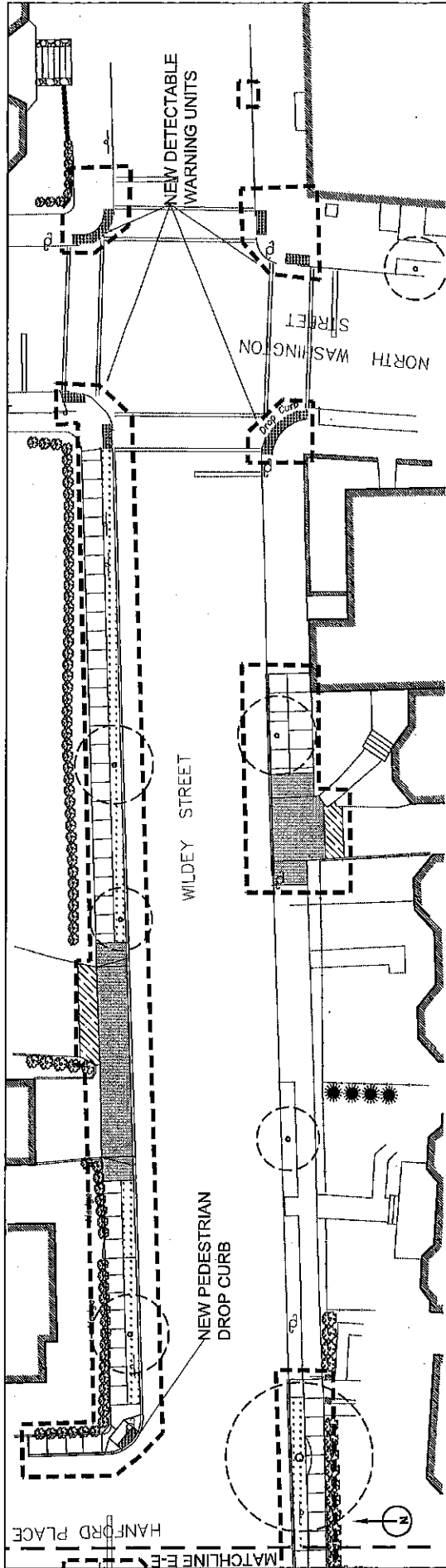
North Arrow

Sheet: 7 of 9

Date: FEB 23, 2022

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Westchester.com
 DEPARTMENT OF PLANNING
 DIVISION OF HOUSING AND
 MOBILITY
 140 MARTINE AVENUE
 YONKERS, NY 10595

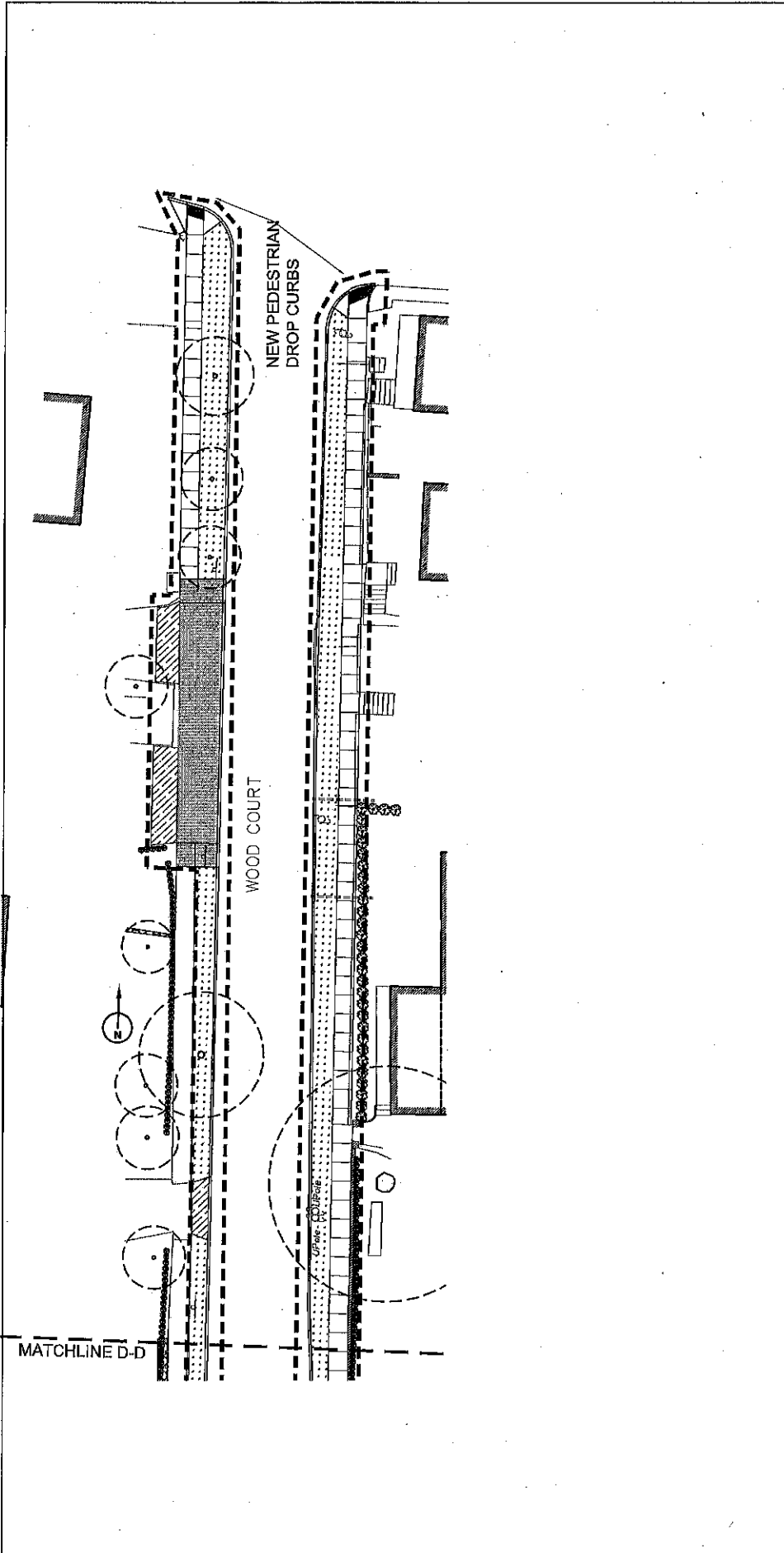
Streetscape Improvements
 Wildey St & Wood Ct
 Village of Tarrytown, NY

NOV 2021
 FEB 23, 2022

SCALE 1" = 10'-0"

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- LEGEND**
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Westchester Planning
 DEPARTMENT OF PLANNING
 COUNTY OF WESTCHESTER
 MICHAELAN OFFICE BUILDING
 100 WESTCHESTER AVENUE
 WHITE PLAINS, NY 10601

Streetscape Improvements
 Wildey St & Wood Ct
 Village of Tarrytown, NY

NORTH

 FEB 23, 2022

SCALE 1" = 10'-0"

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- LEGEND**
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 - LAWN RESTORATION

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Bid Tabulation Sheet						
Downtown Streetscape Improvements						
Bid Opening Date: TBD						
ITEM No.	DESCRIPTION	UNIT	Unit Words	QUANTITY	Engineer's Estimate	
					Unit Price	Extended
203.02	UNCLASSIFIED EXCAVATION AND DISPOSAL	C.Y.	Cubic Yard	600	\$ 100.00	\$ 60,000.00
W209.1703	DRAINAGE STRUCTURE INLET PROTECTION, PREFABRICATED, TEMPORARY	EA	Each	14	\$ 100.00	\$ 1,400.00
W603.9810	ROOF LEADER CONNECTION	L.F.	Linear Foot	60	\$ 30.00	\$ 1,800.00
W604.0201	REMOVE EXISTING AND FURNISH AND INSTALL NEW CATCH BASIN WITH CURB PIECE	EA	Each	1	\$ 5,000.00	\$ 5,000.00
608.0101	CONCRETE SIDEWALKS AND DRIVEWAYS	C.Y.	Cubic Yard	440	\$ 745.00	\$ 327,800.00
608.020102	HOT MIX ASPHALT (HMA) SIDEWALKS, DRIVEWAYS, BICYCLE PATHS, AND VEGETATION CONTROL STRIPS	TON	TON	240	\$ 190.00	\$ 45,600.00
608.20	SURFACE APPLIED DETECTABLE WARNING UNITS	S.Y.	Square Yard	10	\$ 300.00	\$ 3,000.00
608.21	EMBEDDED DETECTABLE WARNING UNITS	S.Y.	Square Yard	40	\$ 350.00	\$ 14,000.00
W609.0401	REMOVE EXISTING AND INSTALL CAST-IN-PLACE CONCRETE CURB (AS DETAILED)	L.F.	Linear Foot	4,300	\$ 38.00	\$ 163,400.00
610.1401	TOPSOIL - REUSE ON-SITE MATERIALS	C.Y.	Cubic Yard	100	\$ 45.00	\$ 4,500.00
610.1602	TURF ESTABLISHMENT - LAWNS	S.Y.	Square Yard	800	\$ 10.00	\$ 8,000.00
611.0201	PLANTING - MIVOR DECIDUOUS TREES - 2 INCH CALIPER	EA	Each	13	\$ 600.00	\$ 9,600.00
614.060204	TREE REMOVAL OVER 6" TO 12" AT BREAST HEIGHT, STUMPS GRUBBED	EA	Each	3	\$ 800.00	\$ 2,400.00
614.060304	TREE REMOVAL OVER 12" TO 18" AT BREAST HEIGHT, STUMPS GRUBBED	EA	Each	3	\$ 900.00	\$ 2,700.00
614.060404	TREE REMOVAL OVER 18" TO 24" AT BREAST HEIGHT, STUMPS GRUBBED	EA	Each	1	\$ 1,200.00	\$ 1,200.00
614.060504	TREE REMOVAL OVER 24" TO 36" AT BREAST HEIGHT, STUMPS GRUBBED	EA	Each	2	\$ 1,500.00	\$ 3,000.00
W616.0201	FURNISH AND INSTALL SURFACE MOUNTED BIKE RACK	EA	Each	6	\$ 400.00	\$ 2,400.00
623.12	CRUSHED STONE (IN-PLACE MEASURE)	C.Y.	Cubic Yard	400	\$ 90.00	\$ 36,000.00
627.5014006	SAWCUTTING PAVEMENT	L.F.	Linear Foot	5,000	\$ 3.00	\$ 15,000.00
W634.0602	RESET PARKING METER	EA	Each	2	\$ 200.00	\$ 400.00
W645.8101	REMOVE, STORE, AND RESET SIGN	EA	Each	15	\$ 160.00	\$ 2,400.00
621.04	CLEANING DRAINAGE STRUCTURES	EA	EACH	24	\$ 300.00	\$ 7,200.00
W660.01	REPLACING, ALTERNING & ADJUSTING UTILITIES	EA	Each	50	\$ 400.00	\$ 20,000.00
W600	MISCELLANEOUS ADDITIONAL WORK	F.L.S.	Fixed Lump Sum	1	\$ 70,000.00	\$ 70,000.00
W651	TESTING OF MATERIALS AND FIELD TESTING EQUIPMENT	F.L.S.	Fixed Lump Sum	1	\$ 5,000.00	\$ 5,000.00
					Total:	\$ 798,660.00

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Solar Project Site Access and Due Diligence Agreement

This Solar Project Site Access and Due Diligence Agreement (this "Agreement") is entered into as of December 15, 2021 ("Effective Date") by and between Distributed Solar Projects, LLC ("Company"), a Delaware limited liability company, with an office at 200 Harborside Drive, Suite 200, Schenectady, New York 12305, and Village of Tarrytown ("Customer"), a MUNICIPAL CORPORATION FORMED UNDER THE LAWS OF THE STATE OF NEW YORK, with an office at One Depot Plaza, Tarrytown, NY 10591 Company and Customer are also referred to herein collectively, as the "Parties" and individually as a "Party".

Recitals

WHEREAS, The New York Power Authority (the "Authority") issued an eRequest for Proposals "No. Q21-7147SR FROM DEVELOPERS OF PHOTOVOLTAIC SYSTEMS for Westchester County CDG Partnership Program" on March 25, 2021 (the "RFP") requesting responses from solar developers ("Proposers") for Community Distributed Generation projects under a structure in which the Proposers design, construct, install, finance, own, operate, maintain, and decommission solar photovoltaic and/or energy storage systems at project sites provided by program participants across Westchester County (the "County"), at no upfront cost to the Authority, the County, or the program participants, and sell the bill credits generated to eligible utility customers through subscription agreements at competitive rates that create net cost savings for those customers;

WHEREAS, on September 17, 2021, the Authority notified Distributed Solar Development, LLC, an affiliate of the Company, that it is the selected Proposer under the RFP (the "Award");

WHEREAS, in connection with the Award, Company is performing due diligence of potential project sites in the County;

WHEREAS, Customer is owner of certain real property known as the Village Recreation Center located at 238 West Main Street, and Commuter Parking Lot C located adjacent to 4173 Green Street, including any building(s) and fixtures located thereon (the "Property" or "Properties");

WHEREAS, the Parties have entered into discussions regarding Company erecting a photovoltaic solar system for Customer (the "Solar Project") on a portion of the Property ("the "Transaction");

WHEREAS, in connection with the Transaction, Company has requested to examine, inspect and perform certain tests on the Property to evaluate the physical and environmental condition of the Property as well obtain such other documentation from the Customer to provide a proposal for the Solar Project;

WHEREAS, Customer has agreed to grant Company a license to enter onto to the Property and to conduct tests on the Property to evaluate the feasibility of the Solar Project; and

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WHEREAS, the Parties desire to enter into this Agreement to set forth the terms and conditions which are to apply to Company's examination and evaluation of the Property.

Agreement

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained and for other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, the Parties, hereby agree as follows:

1. Investigation Period. For purposes of this Agreement, the term "Investigation Period" means the period from the Effective Date until the earlier of (a) December 31, 2022, or (b) the date on which Customer and Company enters into one or more definitive agreement(s) with respect the Solar Project. Upon expiration of the Investigation Period this Agreement shall terminate. This Agreement does not obligate either Party to enter into definitive agreements regarding the Solar Project.
2. Investigations; Access. During the Investigation Period, Customer hereby grants to Company a license to enter upon the Property to make such investigations, studies and tests as Company deems necessary or advisable for the anticipated Solar Project, including, without limitation, surveys, engineering studies, environmental site assessments, building structural analysis, geotechnical and wetland studies and historical analysis ("Company's Investigations"). During the Investigation Period, Customer shall permit access to the Property to Company and its representatives, including Company's employees, engineers, contractors and environmental consultants, representatives and agents ("Company Representatives"), for the purpose of conducting Company's Investigations. All Company Investigations shall be conducted during the normal business hours. Prior to conducting any invasive testing of the Property, Company shall provide Customer with a description and plan regarding such testing. To facilitate Company's Investigation, Customer shall provide to Company information and documentation pertaining to the Property, the proposed site of the Solar Project and current and past electrical usage at the Property, if such electrical usage is relevant to the Solar Project.
3. Exclusivity. During the Investigation Period, Customer shall not engage in any discussions or enter into any agreement with any person other than the Company with respect to the Solar Project. During the Investigation Period, the Parties shall negotiate in good faith to enter into definitive agreements with respect to the Solar Project.
4. Warranty Disclaimer. COMPANY HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF

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DEALING OR USAGE OF TRADE WITH RESPECT TO THE COMPANY'S INVESTIGATION.

5. Limitation of Liability. IN NO EVENT SHALL COMPANY BE LIABLE TO CUSTOMER OR TO ANY THIRD PARTY FOR ANY, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, LOST PROFITS OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, AND WHETHER OR NOT COMPANY OR CUSTOMER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. IN NO EVENT SHALL COMPANY' LIABILITY UNDER THIS AGREEMENT EXCEED THE AMOUNT PAID BY CUSTOMER TO COMPANY FOR THE COMPANY INVESTIGATIONS.

6. Press Releases. Neither Party shall issue any press releases or publication identifying the other Party without the prior written approval of the other Party, which approval shall not be unreasonably withheld, conditioned or delayed. Without limiting the foregoing, Customer shall not, without the written consent of Company use in advertising, publicity or otherwise, the name or logo of Company or any Company Affiliate (as defined herein), or any officer or employee of Company or Company Affiliate, nor any trade name, trademark, logo or simulation thereof owned by or any Company Affiliate. "Affiliate" shall for the purposes of this Agreement mean, with respect to Company, any entity, including, any individual, corporation, company, partnership, limited liability company or group, that directly, or indirectly through one or more intermediaries, controls, is controlled by or is under common control of Company

7. Assignment. This Agreement may not be assigned in whole or in part by either Party without the prior written consent of the other Party, which consent will not be unreasonably withheld or delayed. Notwithstanding the foregoing, Company may, without the prior written consent of Customer, (i) directly or indirectly assign this Agreement to an Affiliate of Company, (ii) assign this Agreement to any person succeeding to all or substantially all of the assets of Company or applicable project company. This Agreement shall be binding on and inure to the benefit of the successors and permitted assignees.

8. Survival. All provisions or obligations contained in this Agreement, which by their nature or effect are required or intended to be observed, kept or performed after the expiration of this Agreement shall survive and remain binding upon and for the benefit of the Parties, their successors (including successors by merger) and permitted assigns including, Sections 4, 5, 6, 7, 8, 9, 10, 11, 12, and 13.

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- 9. Governing Law. This Agreement shall be governed, construed and enforced in accordance with the laws of the state where the Property is located, without giving effect to the conflict of law provisions thereof. The Parties waive the right to jury trial.
- 10. Notices. Any notice, approval, request, authorization, direction or other communication required or permitted under this Agreement shall be given in writing and shall be deemed to have been delivered (i) on the delivery date, if delivered by electronic mail with a read-receipt, or personal delivery, (ii) one business day after deposit with commercial overnight courier with written verification of receipt. All notices and other communications under this Agreement shall be given to the party to which such notice is directed at the following addresses:

If to Company:

Distributed Solar Projects, LLC
 200 Harborside Drive, Suite 200
 Schenectady, NY 12305
 Attention: Erik Schiemann
 Email: Erik.Schiemann@dsgrenewables.com

If to Customer:

Village of Tarrytown
 One Depot Plaza
 Tarrytown, NY 10591

Attention: Richard Slingerland
 Email: rslingerland@tarrytowngov.com

or addressed to a person or Party at such other address as that Party may have given by written notice in accordance with this provision.

- 11. Counterparts. This Agreement may be signed in one or more counterparts, each of which shall be taken to be an original document with the same effect as if the signatures to this Agreement were on the same document, but all such counterparts shall constitute a single agreement. Electronic signatures will be treated as originals.
- 12. Severability. If any provision of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, such provision will be construed so as to be enforceable to the maximum extent permissible by law, and the remaining provisions of the Agreement shall remain in full force and effect.

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13. Entire Agreement. This Agreement constitutes the entire and exclusive agreement between the Parties pertaining to the subject matter hereof, and supersedes any and all prior agreements, communications, and understandings (both written and oral) regarding such subject matter. This Agreement may only be modified, amended, or rescinded in a written document referencing this Agreement that has been signed by authorized representatives of the parties.

IN WITNESS WHEREOF, the undersigned have executed and delivered this Agreement as of the Effective Date.

Distributed Solar Projects, LLC

Village of Tarrytown

By: _____

By: _____

Name: Erik Schiemann

Name: Richard Slingerland

Title: CEO

Title: Village Administrator



between: **THIS AGREEMENT** made the _____ day of _____, 2021, by and

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

(hereinafter, the "County")

and

CITY OF PEEKSKILL, a municipal corporation of the State of New York, having an office and place of business located at 840 Main Street, Peekskill, New York 10566

and

CITY OF WHITE PLAINS, a municipal corporation of the State of New York, having an office and place of business located at 255 Main Street, White Plains, New York 10601

and

TOWN OF OSSINING, a municipal corporation of the State of New York, having an office and place of business located at 16 Croton Avenue, Ossining, New York 10562

and

VILLAGE OF HASTINGS-ON-HUDSON, a municipal corporation of the State of New York, having an office and place of business located at 7 Maple Avenue, Hastings-on-Hudson, New York 10706

and

VILLAGE OF IRVINGTON, a municipal corporation of the State of New York, having an office and place of business located at 85 Main Street, Irvington, New York 10533

and

VILLAGE OF OSSINING, a municipal corporation of the State of New York, having an office and place of business located at 16 Croton Avenue, Ossining, New York 10562

and

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VILLAGE OF PELHAM, a municipal corporation of the State of New York, having an office and place of business located at 195 Sparks Avenue, Pelham, New York 10803

and

VILLAGE OF TARRYTOWN, a municipal corporation of the State of New York, having an office and place of business located at One Depot Plaza, Tarrytown, New York 10591

and

HUDSON VALLEY REGIONAL COUNCIL, INC., a not-for-profit corporation of the State of New York, having an office and place of business located at 3 Washington Center, 2nd Floor, Newburgh, New York 12550

(hereinafter, individually, "HVRC" or, in the schedules attached hereto, the "Contractor")

(the City of Peekskill, the City of White Plains, the Town of Ossining, the Village of Hastings-on-Hudson, the Village of Irvington, the Village of Ossining, the Village of Pelham, the Village of Tarrytown, and HVRC hereinafter, collectively, the "Partners")

WITNESSETH:

WHEREAS, the County made an application (known as application number 93613), as lead applicant, to the Climate Smart Communities Grant Program (the "CSC Grant Program") of the New York State Department of Environmental Conservation ("NYSDEC"), in partnership with HVRC, for funding to support and advance the Westchester County Climate Action Planning Institute ("Westchester CAPI"); and

WHEREAS, Westchester CAPI is a program of the HVRC; and

WHEREAS, the County is a Westchester CAPI participant; and

WHEREAS, the City of Peekskill, the City of White Plains, the Town of Ossining, the Village of Hastings-on-Hudson, the Village of Irvington, the Village of Ossining, the Village of Pelham, and the Village of Tarrytown have joined the County's application to the CSC Grant

Program as Westchester CAPI participants, and

WHEREAS, NYSDEC has awarded the County a grant of one hundred thousand dollars (\$100,000.00) (the "Grant"), subject to a match of one hundred thousand dollars (\$100,000.00) (the "Match"); and

WHEREAS, the County and the Partners desire to specify their respective obligations concerning the Grant, the Match, and their future involvement in Westchester CAPI, in anticipation of receiving the above-mentioned Grant funds (such funds being the "Grant Funds") after accepting the Grant through a grant agreement with the NYSDEC, identified by the NYSDEC as contract DEC01-C01093 (the "Grant Agreement").

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

FIRST: Each of the Partners shall provide the services specified in the Grant Materials (as defined below) and Schedule "A", which is attached hereto and made a part hereof (the "Work"). The Work shall be carried out by each Partner in accordance with current industry standards and trade practices. Each reference in the remainder of this Agreement to the "Work" in connection with the Partners shall be understood to refer to the portion of the Work to be performed by each individual partner.

All of the Work shall be subject to applicable terms of the Grant Agreement and all other applicable materials and sources of authority regarding the expenditure of the Grant Funds, including, without limitation, the CSC Grant Program Grantee Guidelines and the County's application to NYSDEC for the CSC Grant Program, including, without limitation, its expenditure budget and its work plan, and any later amendments, modifications, or adjustments to any such materials that have been accepted and approved by NYSDEC, all of which materials and sources of authority are hereby incorporated into this agreement, and made a part hereof, by reference (collectively, the "Grant Materials").

SECOND: The term of this Agreement shall commence upon execution and shall continue until the expiration of the Grant Agreement, unless terminated earlier pursuant to the provisions of this Agreement.

Each of the Partners shall report to the County on its performance of the Work, as the County Executive or his duly authorized designee (the "County Executive") may request, and shall immediately inform the County Executive in writing of any cause for delay in the performance of its obligations under this Agreement.

THIRD: For the Work, the Partners shall not be entitled to compensation by the County, it being the intention of the parties that the Work be used as part of the County's required Match for the Grant Funds.

FOURTH: In addition to general audit rights, which the County hereby reserves under this Agreement, the County also reserves the right to audit the performance of each of the Partners under this Agreement. Such audit may include requests for documentation or other information which the County Executive may, in his discretion, deem necessary and appropriate to verify the information provided by each of the Partners as required by Paragraph "SECOND". The County may also make site visits to the location(s) where the services to be provided under this Agreement are performed in order to review books, accounts, financial audits, and records of each of the Partners, and/or observe the performance of services, where appropriate and not otherwise prohibited by law.

The Partners agree to keep records necessary to disclose fully the provision of the required Match. Unless another provision of this Agreement requires retention for a longer period, and unless the County shall, in writing, advise the Partners to the contrary, the Partners shall retain all financial records related to this Agreement for a period of six (6) years after the expiration or termination of this Agreement.

Without limiting any of the foregoing, the Partners shall provide the County with such reports as the County may require, including, without limitation, periodic reports describing

activities, progress, and accomplishments under this Agreement; financial reports regarding expenditures; statistical and programmatic reports; and any other reports or similar materials required by the County in order to fulfill any obligations to New York State or Federal authorities that may exist for the County. The Partners shall provide such reports to the County in the format, in the manner, and/or by the means specified by the County.

FIFTH: (a) The County, upon ten (10) days notice to any or all of the Partners, may terminate this Agreement in whole or in part when the County deems it to be in its best interest. Upon receipt of notice that the County is terminating this Agreement in its best interests, the Partner(s) shall stop work immediately and incur no further costs in furtherance of this Agreement without the express approval of the County Executive, and the Partner(s) shall direct any approved subcontractors to do the same.

(b) In the event the County determines that there has been a material breach by any or all of the Partners of any of the terms of the Agreement and such breach remains uncured for forty-eight (48) hours after service on the Partner(s) of written notice thereof, the County, in addition to any other right or remedy it might have, may terminate this Agreement and the County shall have the right, power and authority to complete the services provided for in this Agreement, or contract for its completion, and any additional expense or cost of such completion shall be charged to and paid by such Partner(s). Without limiting the foregoing, upon written notice to any or all Partners, repeated breaches by such Partner(s) of duties or obligations under this Agreement shall be deemed a material breach of this Agreement justifying termination for cause hereunder with respect to such Partner(s) without requirement for further opportunity to cure.

(c) In the event of a dispute as to the value of the Work rendered by any Partner prior to the date of termination, it is understood and agreed by the Partners that the County Executive shall determine the value of such Work rendered by the Partners. The Partners shall accept such reasonable and good faith determination as final.

SIXTH: Each Partner agrees to procure and maintain in continuous effect for the

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term of this Agreement policies of insurance naming the County as additional insured, as provided and described in Schedule "B", entitled "Standard Insurance Provisions", which is attached hereto and made a part hereof. In addition to, and not in limitation of, the insurance provisions contained in Schedule "B", each Partner agrees:

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

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

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

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

EIGHTH: Each Partner shall comply, at its own expense, with the provisions of all applicable local, state and federal laws, rules and regulations, including, but not limited to, those applicable to each Partner as an employer of labor. Each Partner shall further comply, at its own expense, with all applicable rules, regulations and licensing requirements pertaining to its professional status and that of its employees, partners, associates, subcontractors, and others employed to render the Work hereunder.

It is the intent and understanding of the County each Partner that each and every provision required by law, contract, or other proper authority to be included in this Agreement shall, for all intents and purposes, be considered and deemed included herein. Each Partner understands and acknowledges that for each and every such provision that has, through mistake or otherwise, either not been inserted in writing or been inserted in writing in an incorrect form, each Partner hereby consents to amending this Agreement in writing, upon receipt of notice from the County, for the purpose of inserting or correcting the provision in question.

NINTH: In order to facilitate the County's aggregation, analysis, and other use of the information assembled by each Partner in completing the Work described in this Agreement, the final version of all documents created by each Partner in completing the Work described in this Agreement shall be jointly owned by each Partner that created them and by the County, and each of the Partner that created them and the County shall have the right to use such documents in any lawful manner whatsoever, including, without limitation, the right to reproduce and publish such records, without the consent of the other party.

Each Partner agrees to defend, indemnify and hold harmless the County for all damages, liabilities, losses and expenses arising out of any claim that a deliverable infringes upon an intellectual property right of a third party. If such a claim is made, or appears likely to be made, each Partner agrees to enable the County's continued use of the deliverable, or to modify or replace it. If the County determines that none of these alternatives is reasonably available, the deliverable may be returned.

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TENTH: Each Partner shall not make any delegation or assignment of, or otherwise transfer or dispose of, all or any part of this Agreement, including any duties or rights hereunder, without the prior express written consent of the County, subject to any necessary legal approvals. Each Partner shall not subcontract any part of the Work without the written consent of the County, subject to any necessary legal approvals. Any purported delegation, assignment, subcontracting, or other such action by any Partner regarding this Agreement without the prior express written consent of the County is void.

All subcontracts that have received such prior written consent shall provide that subcontractors are subject to all terms and conditions set forth in this Agreement. It is recognized and understood by each Partner that for the purposes of this Agreement, all portions of the Work performed by a County-approved subcontractor shall be deemed work performed by the Partner and the Partner shall insure that such subcontracted work is subject to the material terms and conditions of this Agreement. All subcontracts for the Work shall expressly reference the subcontractor's duty to comply with the material terms and conditions of this Agreement and shall attach a copy of this Agreement. The Partner shall obtain a written acknowledgement from the owner and/or chief executive of the subcontractor or his/her duly authorized representative that the subcontractor has received a copy of the County's contract, read it and is familiar with the material terms and conditions thereof. The Partner shall include provisions in its subcontracts designed to ensure that the Partner and/or its auditor has the right to examine all relevant books, records, documents or electronic data of the subcontractor necessary to review the subcontractor's compliance with the material terms and conditions of this Agreement. For each and every year for which this Agreement continues, the Partner shall submit to the County Executive a letter signed by the owner and/or chief executive officer of the Partner or his/her duly authorized representative certifying that each and every approved subcontractor is in compliance with the material terms and conditions of the Agreement.

The County hereby consents to HVRC subcontracting, to the below-named subcontractor, the portion of the Work to be performed by HVRC that is specified below:

ICLEI – Local Governments for Sustainability USA
1536 Wynkoop Street #901

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Denver, Colorado 80202

Services: Such portion of HVRC's portion of the Work as HVRC may find to be necessary and appropriate to properly provide its portion of the Work; provided, however, that such subcontracting shall be limited to the extent that the Grant Materials and/or Schedule "A" specify that HVRC shall perform certain portions of the HVRC's portion of the Work alongside, or instead of, this subcontractor.

ELEVENTH: The Partners and the County agree that each of the Partners and its officers, employees, agents, contractors, and/or subcontractors are independent contractors and not employees of the County or any department, agency or unit thereof. In accordance with their status as independent contractors, each Partner covenants and agrees that neither the Partner nor any of its officers, employees, agents, contractors, and/or subcontractors will hold themselves out as, or claim to be, officers or employees of the County or any department, agency or unit thereof.

TWELFTH: Failure of the County to insist, in any one or more instances, upon strict performance of any term or condition herein contained shall not be deemed a waiver or relinquishment of such term or condition, but the same shall remain in full force and effect. Acceptance by the County of any portion of the Work with knowledge of a breach of any term or condition hereof, shall not be deemed a waiver of any such breach and no waiver by the County of any provision hereof shall be implied.

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

To the County:

Director of Energy Conservation and Sustainability
Office of the County Executive

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Michaelian Office Building
148 Martine Avenue, 9th Floor
White Plains, New York 10601

with a copy to:

County Attorney
Michaelian Office Building
148 Martine Avenue, 6th Floor
White Plains, New York 10601

To the City of Peekskill:

City of Peekskill
840 Main Street
Peekskill, New York 10566

To the City of White Plains:

City of White Plains
255 Main Street
White Plains, New York 10601

To the Town of Ossining:

Town of Ossining
16 Croton Avenue
Ossining, New York 10562

To the Village of Hastings-On-Hudson:

Village of Hastings-On-Hudson
7 Maple Avenue
Hastings-On-Hudson, New York 10706

To the Village of Irvington:

Village of Irvington
85 Main Street
Irvington, New York 10533

To the Village of Ossining:

Village of Ossining
16 Croton Avenue
Ossining, New York 10562

To the Village of Pelham:

Village of Pelham
195 Sparks Avenue
Pelham, New York 10803

To the Village of Tarrytown:

Village of Tarrytown
One Depot Plaza
Tarrytown, New York 10591

To the Hudson Valley Regional Council, Inc.:

Hudson Valley Regional Council, Inc.
3 Washington Center, 2nd Floor
Newburgh, New York 12550

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

In the event of any conflict between the terms of this Agreement and the terms of any schedule or attachment hereto, it is understood that the terms of this Agreement shall be controlling with respect to any interpretation of the meaning and intent of the parties.

FIFTEENTH: Nothing herein is intended or shall be construed to confer upon or give to any third party or its successors and assigns any rights, remedies or basis for reliance upon, under or by reason of this Agreement, except in the event that specific third party rights are expressly granted herein.

SIXTEENTH: Each Partner recognizes that this Agreement does not grant any or all of the Partners the exclusive right to perform the Work for the County and that the County may enter into similar agreements with other entities on an "as needed" basis.

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SEVENTEENTH: Each Partner represents and warrants that it has not employed or retained any person, other than a bona fide full-time salaried employee working solely for such Partner to solicit or secure a contract with the County of Westchester for the goods or services specified herein, and that it has not paid or agreed to pay any person, other than payments of fixed salary to a bona fide full-time salaried employee working solely for such Partner, any fee, commission, percentage, gift or other consideration, contingent upon, or resulting from, the award or making of such contract.

EIGHTEENTH: Each Partner shall use all reasonable means to avoid any conflict of interest with the County and shall immediately notify the County in the event of a conflict of interest. Each Partner shall also use all reasonable means to avoid any appearance of impropriety.

NINETEENTH: Pursuant to Section 308.01 of the Laws of Westchester County, it is the goal of the County to use its best efforts to encourage, promote and increase the participation of business enterprises owned and controlled by women or persons of color in contracts and projects funded by all departments of the County. Schedule "C" is a Questionnaire entitled, "Business Enterprises Owned and Controlled by Women or Persons of Color." In furtherance of Section 308.01 of the Laws of Westchester County, HVRC shall provide the County with a completed Schedule "C" that is attached hereto and made a part hereof.

TWENTIETH: Schedule "D" is a questionnaire entitled, "Required Disclosure of Relationships to County." HVRC shall provide the County with a completed Schedule "D" that is attached hereto and made a part hereof.

In the event that any information provided in the Schedule "D" that is part of this Agreement must be changed during the term of this Agreement, HVRC agrees to notify County in writing within ten (10) business and provide an updated version of the document.

HVRC shall also have each approved subcontractor complete a separate Schedule "D" and shall advise the subcontractor of the duty to report any changes to the information

contained therein to HVRC within ten (10) business days of such event and such information shall be forwarded by HVRC to the County in the manner described above.

TWENTY-FIRST: Schedule "E" is a form entitled, "Criminal Background Disclosure." In compliance with Executive Order No. 1-2008, HVRC shall provide the County with a completed Schedule "E" that attached hereto and made a part hereof.

TWENTY-SECOND: Pursuant to Act No. 56-1999, no County procuring officer may award or recommend for award any contract not subject to competitive bidding to a party that does not execute a certification in substantially the form contained in Schedule "F", which is entitled, "Certification Regarding Business Dealings with Northern Ireland." Therefore, HVRC shall provide the County with a completed Schedule "F" that is attached hereto and made a part hereof.

TWENTY-THIRD: The County believes it is a laudable goal to provide business opportunities to veterans who were disabled while serving our country, and wants to encourage the participation in County contracts of certified business enterprises owned and controlled by service-disabled veterans. As part of the County's program to encourage the participation of such business enterprises in County contracts, and in furtherance of Article 17-B of the New York State Executive Law, HVRC agrees to complete the questionnaire entitled Questionnaire Regarding Business Enterprises Owned and Controlled by Service-Disabled Veterans attached hereto as Schedule "G", as part of this Agreement.

TWENTY-FOURTH: The Partners are solely responsible for any over expenditure or improper expenditure with regard to the Match relating to the Work hereunder and the County assumes no responsibility or liability whatsoever for any over expenditure or improper expenditure with regard to the Match relating to the Work.

TWENTY-FIFTH: Nothing herein contained shall create or be construed as creating a co-partnership between the County and the Partners or to constitute any Partner as an agent of the County. The County and the Partners each expressly disclaim the existence of such

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a relationship between them.

TWENTY-SIXTH: This Agreement may be executed simultaneously in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. This Agreement shall be construed and enforced in accordance with the laws of the State of New York. In addition, the parties hereby agree that any cause of action arising out of this Agreement shall be brought in the County of Westchester.

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

TWENTY-SEVENTH: This Agreement shall not be enforceable until signed by both parties and approved by the Office of the County Attorney.

[NO FURTHER TEXT ON THIS PAGE]

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THIS AGREEMENT made this _____ day of _____, 2020 by and between:

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

And

**Village of Tarrytown
1 Depot Plaza
Tarrytown, NY 10591**

Village of TARRYTOWN a municipal corporation of the State of New York having an office and place of business at ONE DEPOT PLAZA, TARRYTOWN, New York 10591 acting by and through the TARRYTOWN Police Department, (hereinafter referred to as the "Municipality").

1. In consideration of an amount not to exceed EIGHT THOUSAND FOUR HUNDRED (\$8,400.00) DOLLARS per year to be paid in the manner and at the rates set forth in Schedule "A," which is attached to and forms a part of this Agreement, the Municipality shall participate in the Westchester County STOP-DWI Patrol/Datamaster Project as described in Schedule "A", which is attached hereto and made a part hereof (hereinafter the "Work").

2. The parties recognize and acknowledge that the obligations of the County under this Agreement are subject to the County's receipt of funds from New York State to operate the Westchester County STOP-DWI Patrol/Datamaster Project.

If, for any reason, the full amount of said funds is not paid over or made available to the County by New York State, the County may terminate this Agreement immediately or reduce the amount payable to the Municipality, in the discretion of the County. The County shall give prompt notice of any such termination or reduction to the Municipality. If the County subsequently offers to pay a reduced amount to the Municipality, then the Municipality shall have the right to terminate this Agreement upon reasonable prior written notice.

In addition, the parties recognize and acknowledge that the obligations of the County under this Agreement are subject to annual appropriations by its Board of Legislators pursuant to the Laws of Westchester County. Therefore, this Agreement shall be deemed executory only to the extent of the monies appropriated and available. The County shall have no liability under this Agreement beyond funds appropriated and available for payment pursuant to this Agreement. The parties understand and intend that the obligation of the County hereunder shall

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constitute a current expense of the County and shall not in any way be construed to be a debt of the County in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by the County, nor shall anything contained in this Agreement constitute a pledge of the general tax revenues, funds or moneys of the County. The County shall pay amounts due under this Agreement exclusively from legally available funds appropriated for this purpose. The County shall retain the right, upon the occurrence of the adoption of any County Budget by its Board of Legislators during the term of this Agreement or any amendments thereto, and for a reasonable period of time after such adoption(s), to conduct an analysis of the impacts of any such County Budget on County finances. After such analysis, the County shall retain the right to either terminate this Agreement or to renegotiate the amounts and rates set forth herein. If the County subsequently offers to pay a reduced amount to the Municipality, then the Municipality shall have the right to terminate this Agreement upon reasonable prior written notice.

This Agreement is also subject to further financial analysis of the impact of any New York State Budget (the "State Budget") proposed and adopted during the term of this Agreement. The County shall retain the right, upon the occurrence of any release by the Governor of a proposed State Budget and/or the adoption of a State Budget or any amendments thereto, and for a reasonable period of time after such release(s) or adoption(s), to conduct an analysis of the impacts of any such State Budget on County finances. After such analysis, the County shall retain the right to either terminate this Agreement or to renegotiate the amounts and rates approved herein. If the County subsequently offers to pay a reduced amount to the Municipality, then the Municipality shall have the right to terminate this Agreement upon reasonable prior written notice.

3. All records or recorded data of any kind compiled by the Municipality in completing the Work described in this Agreement, including but not limited to written reports, studies, computer printouts, graphs, charts, and all other similar recorded data, shall become and remain the property of the County. The Municipality may retain copies of such records for its own use and shall not disclose any such information without the express written consent of the Stop-DWI Director or her designee ("Director"). The County shall have the right to reproduce and publish such records, if it so desires, at no additional cost to the County.

4. The Work to be performed pursuant to the terms of this Agreement shall commence January 1, 2021 and continue through December 31, 2025.

The Municipality shall issue progress reports to the County as the Director may direct and shall immediately inform the Director in writing of any cause for delay in the performance of its obligations under this Agreement.

5. The Municipality agrees and shall be subject to the insurance requirements contained in Schedule "B," which schedule is attached to and forms a part of this Agreement. In addition to and not in limitation of the insurance provisions contained in Schedule "B," the Municipality agrees:

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

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

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

6. The Municipality shall comply, at its own expense, with the provisions of all applicable local, state and federal laws, rules and regulations, including, but not limited to, those applicable to the Municipality as an employer of labor or otherwise.

7. Requests for payment to be made shall be submitted by the Municipality on properly executed payment vouchers of the County in accordance with Schedule "A" and paid only after approval by the Director. All payment vouchers must be accompanied by a numbered invoice and must contain the invoice number where indicated. All invoices submitted during each calendar year shall utilize consecutive numbering and be non-repeating. In no event shall payment be made to the Municipality prior to completion of all Work and the approval of same by the Director.

The Municipality shall, at no additional charge, furnish all labor, services, materials, tools, equipment and other appliances necessary to complete the Work, unless specific additional charges are expressly permitted under this Agreement. It is recognized and understood that even if specific additional charges are expressly permitted under this Agreement, in no event shall total payment to the Municipality exceed the not-to-exceed amount set forth in Section 1 above.

All payments made by the County to the Municipality will be made by electronic funds transfer ("EFT") pursuant to the County's Vendor Direct program. Municipalities doing business with Westchester County, who are not already enrolled in the Vendor Direct Program, will be required to fill out and submit an EFT Authorization Form prior to receiving an award or purchase order. The EFT Authorization Form and related information are annexed hereto as Schedule "C." The completed Authorization Form must be returned by the Municipality to the Westchester County Department of Finance ("Finance Department") prior to execution of the contract. In rare cases, a hardship waiver may be granted. For a Hardship Waiver Request Form, please contact the Finance Department.

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8. (a) The County, upon ten (10) days notice to the Municipality, may terminate this Agreement in whole or in part when the County deems it to be in its best interest. In such event, the Municipality shall be compensated and the County shall be liable only for payment for services already rendered under this Agreement prior to the effective date of termination at the rates specified in Schedule "A." Upon receipt of notice that the County is terminating this Agreement in its best interests, the Municipality shall stop work immediately and incur no further costs in furtherance of this Agreement without the express approval of the Director, and the Municipality shall direct any approved subconsultants to do the same.

In the event of a dispute as to the value of the Work rendered by the Municipality prior to the date of termination, it is understood and agreed that the Director shall determine the value of such Work rendered by the Municipality. The Municipality shall accept such reasonable and good faith determination as final.

(b) In the event the County determines that there has been a material breach by the Municipality of any of the terms of the Agreement and such breach remains uncured for forty-eight (48) hours after service on the Municipality of written notice thereof, the County, in addition to any other right or remedy it might have, may terminate this Agreement and the County shall have the right, power and authority to complete the Work provided for in this Agreement, or contract for its completion, and any additional expense or cost of such completion shall be charged to and paid by the Municipality. Without limiting the foregoing, upon written notice to the Municipality, repeated breaches by the Municipality of duties or obligations under this Agreement shall be deemed a material breach of this Agreement justifying termination for cause hereunder without requirement for further opportunity to cure.

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

To the County:

Commissioner - Sheriff of Public Safety
1 Saw Mill River Parkway
Hawthorne, New York 10532

With a copy to:

Director, Drug Prevention & STOP-DWI
112 E. Post Road, 3rd Floor
White Plains, New York 10601

with a copy to:

County Attorney
Michaelian Office Building, Room 600
148 Martine Avenue

White Plains, New York 10601

To the Municipality: *Village Administrator*
Village of TARRYTOWN
ONE DEPOT PLAZA
TARRYTOWN, NY 10591

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

11. In the event of any conflict between the terms of this Agreement and the terms of any schedule or attachment hereto, it is understood that the terms of this Agreement shall be controlling with respect to any interpretation of the meaning and intent of the parties.

12. Nothing contained herein shall be construed to make either party the agent, employee or co-venturer of the other and the parties hereto expressly disclaim the existence of any such relationship between them.

13. The failure of the County to insist upon strict performance of any term, condition or covenant herein, shall not be considered a waiver of such breach or default or any subsequent breach or default of the terms, conditions and covenants herein. The remedies contained herein are cumulative and shall not limit or restrict any other remedy at law or in equity to which the County may be entitled.

14. Except as provided herein, the Municipality shall not assign, sublet, subcontract or otherwise dispose of this Agreement, or any right, duty or interest herein, without the prior express written approval of the County. Any purported delegation of duties, assignment of rights under this Agreement without the prior express written consent of the County is void. No assignment, subcontracting, subletting or other such disposition of this Agreement, either with or without such consent of the County, shall serve to relieve the Municipality of its obligations under this Agreement.

15. This Agreement shall be construed and enforced in accordance with the Laws of the State of New York.

16. This Agreement shall not be enforceable until signed by all parties and approved by the Office of the County Attorney.

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

THE COUNTY OF WESTCHESTER

BY: _____
Thomas A. Gleason
Acting Commissioner – Sheriff of Public Safety

MUNICIPALITY

BY: _____
Name: RICHARD SLINGERLAND
Title: VILLAGE ADMINISTRATOR

Approved by the Westchester County Board of Legislators on the 9th day of November, 2020 by Act No. 184-2020

Approved as to form
and manner of execution

Sr. Assistant County Attorney
County of Westchester

ACKNOWLEDGMENT

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

On the _____ day of _____ in the year 2020 before me, the undersigned, personally appeared RICHARD SLINGERLAND, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Date: _____

Notary Public

CERTIFICATE OF AUTHORITY
(MUNICIPALITY)

I, KRISTINE Gilligan
(Officer other than officer signing contract)

certify that I am the Village Clerk of
the Village of TARRYTOWN (Title)
(Name of Municipal Corporation)

a corporation duly organized and in good standing under the General Municipal
(Law under which organized, e.g., the New York Business Corporation Law) named in the
foregoing agreement; that

RICHARD Slingerland
(Person executing agreement)

who signed said agreement on behalf of the Village of TARRYTOWN
(Name of Municipal Corporation)

was, at the time of execution Village Administrator
(Title of such person)

of the Corporation and that said agreement was duly signed for and on behalf of said Municipal Corporation by authority of its Town/Village/City Board, thereunto duly authorized and that such authority is in full force and effect at the date hereof.

(Signature)

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

On the _____ day of _____ in the year 2020 before me, the undersigned, a Notary Public in and for said State, KRISTINE Gilligan personally appeared, personally known to me or proved to me on the basis of satisfactory evidence to be the municipal officer described in and who executed the above certificate, who being by me duly sworn did depose and say that he/she resides at Croton on Hudson, NY, and he/she is an officer of said municipal corporation; that he/she is duly authorized to execute said certificate on behalf of said municipal corporation, and that he/she signed his/her name thereto pursuant to such authority.

Notary Public
Date

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SCHEDULE A

STOP-DWI PATROL PROJECT

The STOP-DWI Patrol Project is an overtime, added, patrol effort to enforce the New York State Vehicle and Traffic Laws against intoxicated and impaired driving (DWI/DWAI) in Westchester County. Each participating municipality, through its police department, must submit the required documentation to claim reimbursement from the STOP-DWI Program. This is described below.

The Patrol Project requires that the STOP-DWI Patrol activity and assignment be in addition to the participating police department's normal and /or routine patrol activity and assignment. It cannot be used to replace any regular, normal or routine patrol. The additional patrol must be conducted during the critical DWI/DWAI hours of evening and nighttime as approved by the STOP-DWI Director. The STOP-DWI Patrol Project vehicle must bear the special logo and markings to increase public awareness of the enforcement effort. A police chief project director is appointed to work with the STOP-DWI Program in the operation of the patrol project. **ALL PATROLS AND SOBRIETY CHECKPOINTS MUST BE SCHEDULED AND APPROVED PRIOR TO CONDUCTING SAID OPERATION. THE MUNICIPALITIES' DWI PROJECT COORDINATOR MUST CALL THE COUNTY'S STOP-DWI OFFICE AND GET AN APPROVED CONTROL NUMBER. ONLY OPERATIONS WITH AN APPROVED CONTROL NUMBER WILL BE PROCESSED FOR PAYMENT.**

THE MAXIMUM AMOUNT PAYABLE UNDER THIS AGREEMENT IS \$8,400.00 PER YEAR.

Sobriety Checkpoints may be conducted with the reimbursable funds and one or more quarters may be combined to fund this particular effort. Coordination with the STOP-DWI Program Director is required **before** the checkpoint is conducted.

Patrol Project Reimbursement Documentation Packet - The following four items are required for reimbursement under this program and **MUST** be forwarded to the STOP-DWI Office within two weeks of the end of each quarter for payment to be approved. Each Municipality is required to maintain copies of all submitted documents and have them available for examination for a minimum of two calendar years in addition to the current calendar year. This is to facilitate future audits.

- A. **OFFICER Tracking Report:** This is to be completed and signed by the Police Officer assigned to a specific STOP-DWI Patrol. The form must also be signed by the Supervisor in charge for a specific STOP-DWI Patrol. All of the entries must be completed, including the date, times, number of hours, number of stops, tickets issued, arrests made before submission.
- B. **PATROL Tracking Report Summary:** This is to be completed and signed by the Supervisor in charge for a specific STOP-DWI Patrol. The report summarizes the work of each officer assigned to particular STOP DWI patrol duty for a given date. The information should be a compilation of the individual Officer Tracking Report. Note – Please use this report **ONLY** if there is more than one officers assigned to the patrol.
- C. **Payment Voucher:** A copy of the overtime report form used by the Municipality to pay each assigned officer must be included. Copy **MUST** show the assigned officer's name, title, number of hours, and assignment to solely to STOP-DWI Patrol. **AN AUTHORIZED INDIVIDUAL MUST SIGN THE SUBMITTED COPY AS CERTIFICATION THAT IT IS A TRUE AND ACCURATE COPY OF THE**

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ORIGINAL AND THAT THE STOP-DWI PATROL ASSIGNMENTS WERE IN ADDITION TO ROUTINE PATROLS. The originals are to be kept by the submitting agency.

Vouchers MUST include your municipality's assigned "Vendor number." and "Account number." They must show that they are for the STOP-DWI Patrol Program and include the quarter and dates, officer's name, number of hours worked, officer's actual hourly rate and total payment for officer. The rate of reimbursement for officers assigned to STOP-DWI is the officer's actual hourly rate up to a maximum of \$75.00 per hour.

- D. **Quarterly Summary Report:** For reimbursement, each submission must have a Summary Report included. This Report, which indicates the activity of the Municipality for the quarter, will cover a specific period and should be submitted at the **END OF THE QUARTER.** This is a Summary of the **Patrol Tracking Report Summary** that is filled out for each STOP DWI Enforcement Patrol

Copies of the **OFFICER'S Patrol Tracking Report**, the **PATROL Tracking Report Summary**, as well as the **Payment Voucher** are to be attached to the completed **Quarterly Summary Report**. This complete reimbursement documentation packet is to be forwarded to:

**Director, STOP-DWI
112 E. Post Road
3rd Floor
White Plains, New York 10601**

ANY REIMBURSEMENT DOCUMENTATION PACKET FILED MORE THAN 30 DAYS AFTER THE CLOSE OF A QUARTER WILL NOT BE PAID UNLESS SPECIAL ARRANGEMENTS HAVE BEEN MADE WITH THE STOP-DWI PROGRAM DIRECTOR IN ADVANCE.



VILLAGE OF TARRYTOWN

One Depot Plaza, Tarrytown, New York 10591-3605

www.tarrytowngov.com

Mayor

KAREN G. BROWN
Deputy Mayor
REBECCA McGOVERN

Trustees

ROBERT HOYT
DAVID T. KIM
THOMAS MITCHELL
EFFIE PHILLIPS-STALBY
PAUL RINALDI

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. 914-909-1208

February 9, 2022

The Honorable Peter Harckham
New York State Senate
188 State Street
L.O.B., Room 812
Albany, NY 12247

Dear Senator Harckham:

On behalf of the Tarrytown Affordable Housing Task Force, we appreciated the opportunity to meet with you on January 11, 2022 to discuss S4547A, the amended Accessory Dwelling Unit bill (the "Bill") you introduced into the Senate. Subsequent to our meeting, Governor Hochul submitted an ADU proposal that seems to be in alignment with most of the terms of your Bill. At our meeting you encouraged us to present questions or comments about the Bill.

Accordingly, we respectfully request you consider the following comments and requests for clarification.

We agree with the underlying concept of your Bill that every municipality in the State should adopt a local ADU ordinance. As stated in our Village's Comprehensive Plan, Tarrytown supports expanding ADUs as a way to promote the creation of more housing, promote housing affordability and provide benefits for existing homeowners facing the challenges of rising housing costs. We appreciate that your amended Bill gives a municipality flexibility to tailor its local ordinance based on a range of options with respect to certain standards. We believe that a few additional modifications to the Bill could enhance the ease with which various municipalities could implement its requirements.

First, we believe that municipalities should be permitted to require setbacks that are greater than four feet for newly constructed detached ADUs so long as the other requirements of the Bill are met; that is, so long as the setbacks required would still allow the creation of a minimally sized ADU on the lot. In our view, municipalities would likely vary setback standards by lot size, or other feature, within a community. This flexibility would allow communities to better match new construction to existing neighborhoods, while still providing for the creation of ADUs.

Second, we propose that the requirement to permit newly constructed ADUs apply only to single-family dwellings and small, multifamily buildings with up to 4 dwelling units. We understand that one reason the Bill extends coverage to multifamily dwellings is to allow basement apartments to be legalized. We are unclear as to the purpose of allowing ADUs to be newly created above grade in large multifamily buildings structures. Limiting the applicability of the ADU requirement to single-family houses and small multifamily buildings with up to 4

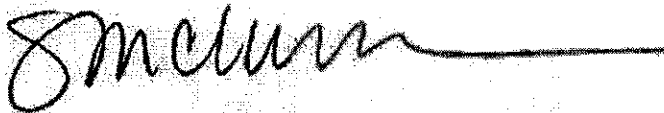
dwelling units would enable existing nonconforming ADUs in multifamily structures to be legalized, but allow municipalities to permit new ADUs only on lots with single-family dwellings or small multifamily buildings with up to 4 dwelling units.

We also have the following recommendations for the Bill, which we believe may improve its functionality.

1. Alternative standards: The Bill gives a municipality discretion over certain standards and a range of options for others. So long as the local ordinance stays within the range of options provided in the Bill, can a municipality adopt standards for different zoning districts? For example, can different minimum and maximum unit sizes be applied to larger single-family zoning districts versus smaller single-family zoning districts?
2. Increase in ADU rentals: The Bill imposed a cap on ADU rent increases of the greater of 3% per year or 1-½% of the annual cost of living adjustment. However, the Governor's proposal omitted the cap. We believe any cap should be limited to ADUs that are rent restricted and subsidized. If the cap is still being considered, we have the following questions:
 - a. If the owner makes improvements to the ADU, should the cap be adjusted to allow the rent to be increased to reflect a percentage of the improvement cost (similar to the rent adjustments that are available under the 2019 Housing Stability and Tenant Protection Act)?
 - b. If the owner was to occupy the ADU and the tenant was to rent the primary dwelling, would the rent cap apply to the rental of the primary dwelling? The Bill limits the rent cap to the rental of an accessory dwelling unit.

We hope you are receptive to these comments and look forward to your response. If you have any questions or would like clarification, please do not hesitate to contact me. Again, thank you for providing us with this opportunity to comment.

Respectfully submitted,



Sadie McKeown, Chair
Tarrytown Affordable Housing Task Force Committee

cc: Governor Kathy Hochul
Senate Majority Leader Andrea Stewart Cousins
Assemblyman Thomas Abinanti
Mayor Karen Brown and Board of Trustees
Tarrytown Affordable Housing Task Force Committee

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VILLAGE OF TARRYTOWN
OFFICE OF THE VILLAGE ADMINISTRATOR

INTERNAL MEMORANDUM

To: Mayor Brown and the Board of Trustees
Cc: Jim Hart, Village Treasurer
Antoinette Morales, Deputy Village Treasurer

From: Richard Slingerland, Village Administrator

Date: February 11, 2022

Subject: Capital Budget

This communication is to bring the Board up to date on our Capital Budget and projects for this Fiscal Year 2021-2022. Attached is a copy of the Capital Budget for this year as well.

The Board should know that we have the following:

- \$2,491,000 in General Fund capital.
- Subtract \$400,000 for the Sewer Jet Vac based on the \$250,000 grant, with the balance out of Sewer Fund surplus.
- Subtract \$250,000 since we already borrowed \$400,000 for the repair of Riverside Hose.
- Revised total of borrowing for General Fund is \$1,841,000.
- Water Fund capital total is \$3,192,500.
- Subtract \$650,000 since we already borrowed that for the water meter project and remainder of the balance of the project will come out of water fund improvements. Total estimated project cost is \$1,300,000 and is going out to bid.
- Total revised Water Fund capital is \$2,542,500.

We will provide the Board resolutions in time for the February 22nd Board meeting.



Tentative Budget 2021-2022 CAPITAL BUDGET - 5 YEAR PLAN - GENERAL FUND
2020-21 to 2025-26

Funding Key - 1 Bond; 2 Grants; 3 Reserves; 4 Gift
Funding Key - 5 Transfer; 6 Contractual; 7 Operating

Year-end	Year	Year	Year	Year	Year
current	1	2	3	4	5
year					

Department	Funding sources	Tot. Budget	2020-2021	2021-2022	2022-2023	2023-2024	2024-2025	2025-2026
Buildings								
Security Cameras - RiverWalk (\$10,000 gift) Pierson	1, 4	\$100,000	\$100,000					
Repair addition to back of Riverside Hose	1	\$250,000		\$250,000				
Painting of exterior of Senior Center and Replace Lighting on exterior of building	7	\$25,000		\$25,000				
New Flooring and carpeting in Senior Center	7	\$40,000		\$40,000				
DPW								
Salt Storage - raise elevation of floor and shed to eliminate drainage issue	1	\$125,000		\$125,000				
Vehicle Wash-down pad, for DEC compliance	1	\$35,000		\$35,000				
Roads, Sidewalks, Drainage - DPW								
Milling and Paving of Existing Roadways	1, 2	\$1,500,000	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000
Replace Curbs and Sidewalks	1	\$210,000	\$35,000	\$35,000	\$35,000	\$35,000	\$35,000	\$35,000
H-Bridge Full Rehabilitation Project	1, 2	\$450,000		\$450,000				
Parks and Recreation								
Patriots Park Upgrade - monument railing, pointing, landscaping near bridge	1	\$60,000		\$60,000				
Police								
Parking Pay Stations	1	\$56,000		\$56,000				
RIC/Livescan Police Fingerprint Machine	1	\$33,000	\$33,000					
Radio System Consoles, handhelds, update	1	\$0						
Fixed LPRs	1	\$195,000	\$45,000					
Village Hall Door Access System update	1	\$60,000		\$60,000				
Fire								
Fingerprint Machine for Service Credit	1	\$50,000		\$50,000				
Dredging to Accommodate Fire Boat in channel	1	\$2,000,000			\$2,000,000			

Equipment	Year	2021-2021	2021-2022	2022-2023	2023-2024	2024-2025	2025-2026
DPW - Replacement Schedule							
Asphalt hot box for pothole repairs	7		\$70,000				
10-wheel Dump (replace 1998 Mack Truck - T-10)	1		\$300,000				
6-wheel Dump Truck (replace 1999 International T-11)	1		\$300,000	\$300,000			
6-wheel dump truck (replace 1999 Ford T-12)	1		\$300,000				
6-wheel dump truck (replace 2001 Intnl. T-8)	1		\$300,000				
Bobcat Skid Steer (replace 2001)	1		\$150,000			\$300,000	
6-wheel dump truck (replace 2001 Intnl. T-1)	1		\$300,000			\$150,000	
Pickup (replace 2003 Chevy W-5)	1		\$65,000				\$300,000
Jet Vac Truck (repl 2005 Sterling; \$250K NYS Grant)	1, 2		\$400,000				
Garbage Truck (replace 2009 International G-5)	1		\$330,000				
Garbage Truck (replace 2006 International G-6)	1		\$300,000	\$300,000			\$330,000
Garbage Truck (replace 2009 International G-10)	1						
Dump Truck (replace 2007 International T-9)	1		\$350,000				
Dump Truck (equivalent Chevy Mason; Dump H-3)	1		\$145,000				\$330,000
Dump Truck (equivalent Chevy Mason; Dump S-1)	1		\$80,000			\$80,000	
Payloader (replace 2007 Volvo; Payloader)	1		\$290,000				\$80,000
Mechanic's Utility Truck (replace 2007 Chevy - G-1)	1		\$100,000	\$100,000			
Pickup/Dump Trk (rep 2009 Chevy 2009 Dump H-2)	1, Ins.		\$70,000				
Parts and Recreation							
1997 Ford Expedition: repl w/ Ford F-250 Pickup	1		\$30,000	\$30,000			
Police							
Body Worn cameras	1		\$318,000	\$60,000	\$60,000	\$60,000	\$60,000
Voice Recorder (Audiolog) for 911 and PD Radios	1		\$28,000				
Two PD Veh. replace 60 (Tahoe) & 54 (Ford Hybrid)	1		\$125,000				
Fire							
TOTAL							
TOTAL			\$9,480,000	\$611,000	\$2,491,000	\$1,135,000	\$2,923,000
Footnotes:						\$935,000	\$1,385,000

These figures are estimates only and are subject to change for the village.

CAPITAL BUDGET - 5 YEAR PLAN - WATER FUND

2021-2022 through 2025-2026

	Total	2021-2022	2022-23	2023-24	2024-25	2025-26
Buildings						
New Pump Station Building and Systems - Engineering and Analysis						
Tap - Delaware Connection (VOT share)	\$425,000	\$50,000	\$225,000	\$150,000		
Pump Station - Consulting Engineer	\$700,000			\$700,000		
Pump Station	\$1,000,000					
	\$2,500,000					\$1,000,000
						\$2,500,000
Distribution						
Cleaning and Cement Mortar Lining						
System-Wide new meters	\$1,300,000	\$650,000	\$650,000			
PHASE 7 B - Marling Avenue, White Plains Road Construction						
Construction Management	\$2,400,000	\$2,400,000				
PHASE 8 - Benedict Avenue, South Broadway, Rosehill Avenue, Fairview Avenue, Hamilton Place, Grove Street Design, Engineering, Surveying, Soil Boring and Testing Construction	\$40,000	\$40,000				
Construction	\$52,500	\$52,500				
Construction Management	\$2,400,000			\$2,400,000		
Water Main Replacement	\$40,000			\$40,000		
PHASE 9 - South Broadway, Prospect Avenue Design, Engineering, Surveying, Soil Boring and Testing Construction						
Construction	\$54,500			\$54,500		
Construction Management	\$2,400,000				\$2,400,000	
	\$40,000				\$40,000	
TOTAL						
TOTAL	\$13,352,000	\$3,192,500	\$875,000	\$3,344,500	\$2,440,000	\$3,500,000

Estimated cost per Consulting Engineer's S.W. Previous estimate from FY 2014-2015 Capital Budget was \$750,000 approved in FY 2014-2015 Capital Budget.

CAPITAL BUDGET - 5 YEAR PLAN - SEWER FUND

2021-2022 through 2025-2026

	Total Cost	2021-2022	2022-23	2023-24	2024-25	2025-26
Sewer Distribution						
Sewer Main and Manhole Rehabilitation and/or Replacement	\$500,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000
Engineering	\$100,000	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000
Total	\$600,000	\$120,000	\$120,000	\$120,000	\$120,000	\$120,000