

**VILLAGE OF TARRYTOWN
BOARD OF TRUSTEES
WORK SESSION 6:00 P.M.
WEDNESDAY, FEBRUARY 28, 2024
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/46766> for instructions on how to view via Zoom.

Open Session

1. Board of Trustees Concerns
2. LOSAP – Fire Department and TVAC End of Year Reports
3. 62 Main Street Development – Agreement Amendments
4. Franklin Courts Development – Letter of Intent
5. Potential Code Change – Battery Storage Facilities
6. Grants
 - A. AARP (Bocce Court)
 - B. AFFG (Personal Protective Equipment)
 - C. LGRMIF (Scanning of Records)
 - D. Climate Pollution Reduction through USEPA (Building Facilities Upgrades)
 - E. T-Mobile (Neperan Road Dog Park)
7. Budget Schedule
8. ADU – One Year Review
9. Parks and Recreation Storage
10. TVAC Agreement
11. Main Street Firehouse Roof
12. Provident Traffic Evaluations
13. Private Buses on Main Street
14. Code Change for Depot Plaza along Median from Main Street to White Street

Executive Session

- A. DPW Appointment
- B. EMCCC
- C. Discussion – Village Real Estate
- D. Advice of Counsel
- E. Appointment Library Board
- F. Appointment Recreation Advisory Council
- G. Consultant Contract

FIRST AMENDMENT TO DEVELOPMENT AGREEMENT

FIRST AMENDMENT TO DEVELOPMENT AGREEMENT (this "Amendment"), made as of the ____ day of _____, 2024 (the "Effective Date"), by and between the VILLAGE OF TARRYTOWN, a municipal corporation with offices at One Depot Plaza, Tarrytown, NY 10591 (the "Village"), and 62 MAIN HOUSING DEVELOPMENT FUND COMPANY, INC., an Article XI New York private housing finance law corporation and a New York not-for-profit corporation, having its principal office located c/o Housing Action Council, Inc., 55 South Broadway, Tarrytown, New York 10591 (the "HDFC"), as nominee of 62 MAIN LIMITED PARTNERSHIP, a New York limited partnership, having its principal office located c/o Wilder Balter Partners, Inc., 480 Bedford Road, Chappaqua New York 10514 (the "Partnership"; each a "Party" and collectively the "Parties").

WITNESSETH:

WHEREAS, the Parties entered into that certain Development Agreement, dated as of March 31, 2021 (the "Agreement"), with respect to the redevelopment of that certain real property located in the Village of Tarrytown, County of Westchester, State of New York, and identified on the Tax Map of the Town of Greenburgh as Section 1.70, Block 33, Lots 23..R and 23..V) (the "Property"), contemplating the creation of a commercial condominium with two separate units and certain common elements (the "Condominium"), with Unit 1 to consist of the portion of the Garage that contains the Municipal Spaces and certain ramps and walkways, and Unit 2 to consist of the Building and the Residential Spaces, and the conveyance of Unit 1 to the Village upon completion of the Project; and

WHEREAS, the Condominium was created by Declaration of The 62 Main Condominium, dated March 31, 2021, and recorded with the Office of the Westchester County Clerk on April 6, 2021 at Control No. 610923094; and

WHEREAS, due to certain delays, the Parties desire to extend the time to convey Unit 1, and to modify certain terms and provisions of the Agreement in connection therewith.

NOW, THEREFORE, in consideration of the mutual agreements contained herein, the parties agree as follows:

1. Recitals and Defined Terms. The recitals set forth above are incorporated herein as if set forth at length. Unless modified in accordance with the terms of this Agreement, capitalized terms defined in the Agreement and used herein shall have the meaning ascribed thereto in the Agreement.
2. Agreement. A true and correct copy of the Agreement is attached hereto as Exhibit 1.
3. Waiver of Default. As of the date of this Amendment, the Agreement is in full force and effect, there are no defaults continuing beyond any applicable notice and/or grace period, and no event has occurred under the Agreement that would give either of the Parties the right or option to terminate the Agreement.

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4. Outside Closing Date. The Parties agree that the date referenced as the “Outside Closing Date” in the first sentence of Section 3.4 of the Agreement is hereby deleted and replaced with “October 15, 2024.”

5. Representations. Each Party hereto represents to the other Party:

(a) it is duly organized and validly existing under the laws of the jurisdiction of its organization or incorporation and, if relevant under such laws, in good standing; and

(b) it has the power to execute this Amendment and any other documentation relating to this Amendment to which it is a party, to deliver this Amendment and any other documentation relating to this Amendment that it is required by this Amendment to deliver and to perform its obligations under this Amendment, and has taken all necessary action to authorize such execution, delivery and performance; and

(c) all consents that are required to have been obtained by it with respect to this Amendment have been obtained and are in full force and effect and all conditions of any such consents have been complied with; and

(d) its obligations under this Amendment constitute its legal, valid and binding obligations, enforceable in accordance with their respective terms.

6. Amendments and Waivers. Neither this Amendment nor any of the terms hereof may be terminated, amended, or waived orally, but only by an instrument in writing signed by the party against which enforcement of the termination, amendment or waiver is sought.

7. Interpretation. The headings of the various subdivisions of this Amendment are for convenience of reference only and shall not define or limit any of the terms or provisions hereof.

8. Binding Effect. This Amendment shall be binding upon and inure to the benefit of the parties hereto and their successors and permitted assigns.

9. Integration. The Agreement (as amended by this Amendment) contains the entire agreement of the parties hereto with respect to the subject matter hereof and supersedes all prior understandings or agreements of the parties hereto relating to such subject matter.

10. No Other Changes. Except as expressly set forth in this Amendment, the Agreement shall remain unmodified and in full force and effect, and the Agreement as modified herein is hereby ratified and confirmed.

11. Counterparts. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute but one and the same instrument. Executed copies of this Amendment may be delivered by holographic originals, telefacsimile or electronic (e.g., pdf) means, any of which shall be effective to constitute delivery.

12. Governing Law. This Amendment shall be governed in all respects by the laws of the State of New York.

SIGNATURE PAGE FOLLOWS

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IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the day and date first above written.

VILLAGE OF TARRYTOWN

By: _____
Name: Richard Slingerland
Title: Village Administrator

62 MAIN HOUSING DEVELOPMENT
FUND COMPANY, INC.

By: _____
Name: Rosemarie Noonan
Title: President

62 MAIN LIMITED PARTNERSHIP
By: WB 62 Main LLC, its general partner

By: _____
Name: William G. Balter
Title: Managing Member

WBP

DEVELOPMENT LLC

February 15, 2024

Mr. Richard Slingerland
Village Administrator
Village of Tarrytown
One Depot Plaza
Tarrytown, NY 10591-3199

Re: Letter of Intent
Franklin Courts

Mr. Slingerland,

The Tarrytown Municipal Housing Authority ("TMHA") is the owner of an existing development known as "Franklin Courts" located at 50 White Street, and identified on the Tax Map as Section 1.70, Block 29, Lot 32 (the "Site") that is improved with 70 multi-family units. TMHA has partnered with WBP Development, LLC ("WBP") for a proposed redevelopment of the Site through the Rental Assistance Demonstration ("RAD") program to replace the existing 70 units with approximately 80 new residential rental units of low-income housing, associated parking, and resident amenities (the "Proposed Project").

To facilitate the Proposed Project, WBP has proposed that the existing dead-end street running through the Site known as Franklin Court (the "Street") be discontinued and conveyed to WBP, together with two adjacent vacant parcels of land also owned by the Village of Tarrytown (the "Village") that are .07 acre (Tax Map Section 1.70, Block 29, Lot 30) and .29 acre (Tax Map Section 1.70, Block 29, Lot 31) ("Two Vacant Parcels") (the Two Vacant Parcels and the Street are collectively the "Village Property").

This non-binding letter of intent ("LOI") outlines the proposed terms and conditions of the proposed conveyance of the Village Property by the Village, as seller, to WBP or its assignee or successor, as purchaser (the "Developer").

This LOI is not a legally binding contract; it is solely a preliminary expression of the intent of the Village and Developer (collectively, the "Parties") to be used for discussion purposes only. This LOI imposes no obligations and confers no rights upon Developer. If acceptable and subject to approval by the Village of Tarrytown Board of Trustees, the terms of this LOI will be incorporated into a binding agreement (the "Agreement"). Execution of the Agreement by the Parties is subject to the Developer's receipt of all necessary approvals. Prior to delivery of an Agreement, either Party may propose different terms from those stated herein and/or unilaterally terminate this LOI.

1. PROPERTY

The Village Property (consisting of the Street together with the Two Vacant Parcels), as shown on Schedule A attached hereto. The Street is a dead-end street that provides access to only Franklin

WBP

DEVELOPMENT LLC

Courts, and the Two Vacant Parcels abut the Street and serve as a traffic island or buffer area between the Street and Franklin Street.

2. PURCHASE PRICE

The Purchase Price for the Village Property shall be TEN DOLLARS (\$10.00) and other valuable consideration payable by Developer at Closing.

3. DEVELOPMENT

The development site will be comprised of the Village Property and the Site (collectively the "Development Site"), which the Developer proposes to redevelop with the Proposed Project, subject to obtaining all required determinations, permits and approvals. Developer proposes to realign the access into Franklin Courts with a new access driveway to be solely maintained and repaired by Developer and/or TMHA.

4. ACCESS TO THE PROPERTY

The Parties intend to enter into a separate agreement whereby the Village will grant the Developer and/or TMHA access to the Village Property for the purpose of performing studies and site investigation work related to the proposed redevelopment of the Development Site ("Due Diligence"). Developer will defend, indemnify and hold the Village harmless, name the Village as an additional insured on Developer's general liability insurance policy with limits satisfactory to the Village, and provide proof of workers' compensation coverage at the statutory amounts, for any activities Developer performs on the Development Site as part of the Due Diligence.

5. COSTS

In connection with the sale of the Village Property, Developer will be responsible for payment of and/or purchasing: (1) all applicable transfer and recordation taxes; (2) title insurance; and (3) survey costs. Real estate taxes, utility charges, rents, and all other applicable adjustments will be prorated such that the Developer will only be responsible for those costs incurred as of the closing date. The Village has no involvement in the Proposed Project from a development perspective and shall not be responsible for any hard and soft costs related to the land use applications, permitting and/or construction. Developer shall pay all application fees and escrow required for land use applications before the Village boards.

6. CONDITION OF THE PROPERTY

(a) As is Conveyance: The Village Property will be conveyed quitclaim, as is, with no representations or warranties from the Village as Seller.

(b) The Village Property will be developed by Developer in accordance with the applicable terms, conditions, provisions, and requirements of the Tarrytown Zoning Code and of any approvals issued by any Village of Tarrytown boards and/or commissions, including but not limited to the Village of Tarrytown Planning Board and the Village of Tarrytown Board of Trustees.

7. STANDING

By execution of this LOI by the Parties, the Village, in its capacity as owner of the Village Property, confers standing upon the Developer to submit any appropriate application for discretionary land use approvals in connection with the Proposed Project on the Development Site.

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WBP

DEVELOPMENT LLC

8. NO-SHOP

The Village agrees that it will not solicit or enter into negotiations for the sale of the Property to any other person or entity for a period of twelve (12) months following the execution of this LOI.

9. BROKERAGE

The Parties agree that neither Party has used a real estate broker in connection with this transaction. Each Party will indemnify the other against any claims resulting from a breach of the foregoing.

[Signature Pages Follow]

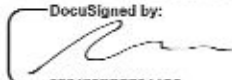
WBP

DEVELOPMENT LLC

If the terms contained herein are acceptable, please sign in the space provided below and return a copy to my attention.

Sincerely,

WBP DEVELOPMENT LLC

DocuSigned by:

920479EBE7841C8...

By: _____
William G. Balter, President

ACCEPTED AND AGREED TO BY:
VILLAGE OF TARRYTOWN

BY: _____

AGREEMENT

This is an Agreement dated as of _____, 2024, with an effective date of June 1, 2024, by and between the Village of Tarrytown, a municipal corporation with municipal offices at One Depot Plaza, Tarrytown, New York 10591 (the "Village") and the Tarrytown Volunteer Ambulance Corps Inc. a domestic not-for-profit corporation with offices located at 141 Franklin Street, Tarrytown, NY 10591 ("TVAC");

WITNESSETH

WHEREAS, TVAC is the primary Emergency Medical Services 9-1-1 responding agency within the geographical limits of the Village of Tarrytown, with provisions for mutual aid or patient transport that may require travel outside of the Village of Tarrytown;

WHEREAS, TVAC's operations depend largely upon donations, private payment or recovery from insurance companies;

WHEREAS, in certain circumstances, competent adults have the right to refuse transportation in an ambulance and in that event, TVAC does not receive payment from insurance companies; and

WHEREAS, the Village has authority to contract for the provision of emergency medical services within its boundary.

NOW, THEREFORE, in consideration of the promises set forth herein, the Village and TVAC agree as follows:

Section 1. Definitions

For the purposes of the Agreement, the following words and phrases shall have the meanings respectively ascribed to them by this section, as more formally defined by New York State Rules and Regulations, including but not limited to the NY State Emergency Medical Services Code:

- A. "Advanced life support (ALS) care" means definitive acute medical care provided under medical control, by advanced emergency medical technicians within an advanced life support system .

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- B. Ambulance: Any motor vehicle equipped with facilities to convey infirmed or injured persons, regardless of their physical condition, secured to a cot, reclining, scated on a bench or in a wheelchair, to or from health care facilities.
 - C. Basic Life Support (BLS): Emergency Medical Technicians (EMT) respond to emergency calls to provide efficient and immediate medical care for the critically ill and injured, and transport the patient to a medical facility. BLS EMT's operate in accordance with the codes, rules and regulations of the NYS DOH Title 10, Section 800.
 - D. Emergency Medical Services (EMS): Emergency pre-hospital care, including both Advanced Life Support (ALS) and Basic Life Support (BLS)..
 - E. Emergency Medical Technician (EMT): Ambulance personnel certified by the State of New York as minimally proficient in performing skills required to provide emergency pre-hospital care that is necessary for BLS and that includes the control of hemorrhaging and cardiopulmonary resuscitation.
 - F. Non-Emergency Response: Any request for service of a non-emergency nature, such as standbys and First Aid stations. All standbys and First Aid stations requested or provided to the Village of Tarrytown are not billed. TVAC may occasionally contract with certain private entities to provide such services.
 - G. Refused Medical Attention ("RMA"): When TVAC responds to call for Emergency Medical Services, but the person or persons that are the subject of the call refuse treatment by TVAC or TVAC's EMTs and/or refuse transport by TVAC to a hospital, but not including non-emergency response calls, for which TVAC is not otherwise reimbursed.

Section 2. Term of the Agreement

The terms and covenants contained in this agreement shall be in effect for a one-year term commencing on June 1, 2024 until May 31, 2025, unless renewed upon the mutual agreement of the parties. This agreement may be terminated earlier by the Village or by TVAC upon thirty (30) days written notice to the other party.

Section 3. Primary Service Area

TVAC shall provide response for all Emergency Medical Service (EMS) requests for ambulance services originating within the geographical limits of the Village of Tarrytown and, transportation of patients, twenty-four (24) hours per day seven (7) days a week. TVAC shall ensure it has adequate employees and volunteers to provide this service at all times of a complete crew per NYS guidelines, which is at a minimum a driver and an EMT.

Section 4. Consideration

In consideration of the Village of Tarrytown being the Primary Service Area for TVAC and to aid to ensure TVAC's continued operations, the Village shall:

- (1) Reimburse TVAC the cost of RMA calls within the Village of Tarrytown on a monthly basis upon receipt of an invoice from TVAC in an amount not to exceed \$120,000 per fiscal year (running from June 1st to May 31st). For purposes of this agreement, the cost of an RMA call shall be the current billing rate of \$900 per call as reimbursement for TVAC to transport to the closest hospital had the patient not refused transport. There shall be no reimbursement for calls outside of the Village of Tarrytown.
- (2) Provide grant and capital support for TVAC purchase of future ambulances in an amount to be determined by the Village Board of Trustees in its sole discretion.
- (3) The Village shall have no other financial obligations to TVAC except as provided in this Agreement. (This does not affect the LOSAP program for TVAC volunteers.)
- (4) This does not eliminate the Village's current support for in-kind services, including but not limited to support such as minor ambulance maintenance and maintenance of TVAC's emergency backup generator.
- (5) Invoices for services rendered and reimbursement(s) requested should be submitted to the Village by the fifteenth (15th) of each month. All invoices for each fiscal year must be received from TVAC by the Village of Tarrytown within ninety (90) days of the end of the Village's fiscal year end of May 31 of each year. This translates to no later than August 31 of each year, earlier is preferred.
- (6) The Village shall acknowledge receipt of all invoices and supporting documentation and will process invoices for payment within thirty (30) days of receipt.

Section 5. Access to Record and Reporting Requirements

TVAC shall comply with the following record keeping and reporting requirements throughout the terms of this agreement.

- A. Dispatch and Response Data: TVAC shall complete a dispatch record on every emergency and non-emergency request and response and shall, at the Village's option, furnish copies of such dispatch and response records to the

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Village. A monthly call log of calls responded to shall be required to be submitted with every invoice submitted to the Village.

B. RMA Calls: TVAC shall keep records of every RMA call and shall furnish copies of such records monthly to the Village of every RMA call.

Section 6. Insurance and Indemnification

Throughout the term of this Agreement, TVAC shall meet or exceed the following requirements:

- A. TVAC shall procure, pay for and maintain the minimum insurance coverage and limits as provided for in this section. Said insurance shall be evidenced by delivering to the Village: (a) certificates of insurance executed by insurance carriers certified by the New York Insurance Department or similar agency listing coverage and limits, expiration dates and terms of policies and all endorsements, and listing all carriers issuing said policies; and (b) a certified copy of each policy, including all endorsements. The insurance requirements shall remain in effect throughout the term of this Agreement.
1. Commercial General Liability (CGL) coverage with limits of insurance of not less than \$1,000,000 (One Million Dollars) each occurrence, \$2,000,000 (Two Million Dollars) Annual Aggregate and including a waiver of subrogation.
 2. Automobile Liability
 - a. Business Automobile Liability coverage with limits of at least \$1,000,000 (One Million Dollars) each accident.
 - b. Business Automobile coverage must include coverage for liability arising out of all owned, leased, hired and non-owned automobiles.
 3. Workers' Compensation and Employers' Liability, and New York State Disability:
 - a. Statutory N.Y.S. Worker's Compensation, Employer's Liability, and New York State Disability Benefits Insurance required for all employees.
 - b. ACORD forms are not acceptable proof of Worker's Compensation coverage. C-105.2 Certificate of N.Y.S. Worker's Compensation Insurance must be provided. DB 120.1 Certificate for N.Y.S. Disability Benefits Insurance must be provided.

- 4. Professional Liability coverage with limits of \$1,000,000 (One Million Dollars) each Occurrence/ \$2,000,000 (Two Million Dollars) Annual Aggregate. The professional insurance shall cover the professional services provided by TVAC.
 - 5. Umbrella Insurance Coverage with limits of \$5,000,000 (Five Million Dollars) each Occurrence, \$5,000,000 (Five Million Dollars) Aggregate. Policy must state that it covers over the General Liability, Automobile, and Professional Liability Insurance.
- B. The Village, their respective officers, directors, employees, agents, volunteers, and emergency services providers shall be listed as additional insureds on all policies (except the Workers' Compensation and Disability policies). Such certificates of insurance shall contain the following statement: "ALL COVERAGE SHALL BE PRIMARY AND NON-CONTRIBUTING TO ANY OTHER INSURANCE OR SELF-INSURANCE HELD BY VILLAGE OF TARRYTOWN." Include any deductible maintained by, or provided to, the additional insureds. All relevant insurance policies shall provide coverage for the defense and indemnification provisions contained herein.
 - C. Original copies of insurance policies affording coverage, for which certificate of insurance are to be furnished to the Village, must be submitted to the Village for examination along with certificates. The Village's failure to object to the contents of any certificate or absence of same shall not be deemed a waiver of any or all rights held by the Village.
 - D. TVAC acknowledges that failure to obtain such insurance constitutes a material breach of contract and subjects it to liability for damages, indemnification, and any and all other legal remedies available to the Village.

Section 7. Indemnification and Defense

TVAC shall indemnify, defend, and hold harmless the Village and its respective officers, directors, employees, volunteers, agents, and representatives, from and against any and all costs, losses, liability, claims, and expenses (including reasonable legal fees) incurred in connection with, or arising from, any claim, legal action, or proceeding arising out of the terms of or the services to be performed under the Agreement against the Village, and/or any such persons so indemnified, by any third party in relation to (i) a breach of any of the representations and warranties made by TVAC, its employees, and/or subcontractors; (ii) a breach of the Agreement by TVAC, its employees, and/or subcontractors; or (iii) the negligence or willful misconduct of TVAC, its employees and/or subcontractors, provided, in each case, that TVAC is notified promptly, in writing, of any such suit, action, or threat thereof and is given full and complete authority, information, and assistance by the Village for the defense and settlement of the same. This indemnification, defense, and

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hold harmless shall apply to any willful acts or omissions of TVAC, a subcontractor, anyone directly or indirectly employed by them or working for them in a volunteer capacity, or anyone for whose acts they may be liable.

Section 8. Markings and Equipment Required for Vehicles

All TVAC vehicles, including Ambulances, will be distinctively marked with TVAC's name and unit number. All vehicles used will be equipped with appropriate warning devices, and will prominently display the 9-1-1 emergency telephone number. All vehicles will meet the minimum Ambulance equipment requirements. No flags (other than the American flag) nor bumper stickers or other personal affects may be affixed to any TVAC vehicles, including but not limited to, Ambulances.

Section 9. Assignment

This Agreement is not intended nor shall it be construed to inure to the benefit of any third person or entity not a party hereto and no right, duty or obligation of TVAC under this Agreement shall be assigned to any person, private association or corporation, not-for-profit corporation or public body, without the prior written consent of the Village, except pursuant to mutual aid agreements, or as specifically provided for herein.

Section 10. Compliance with Laws

All services furnished by TVAC shall be rendered in full compliance with all applicable federal, state and local laws, ordinances, rules and regulations. It shall be TVAC's sole responsibility to determine which laws, rules and regulations apply to the services under this Agreement, and to maintain compliance with all applicable standards at all times.

Section 11. Non-Discrimination

TVAC agrees as follows:

- A. TVAC will comply with all applicable provisions of federal, state and local laws and regulations.
- B. TVAC will not discriminate against any employee, volunteer or applicant for employment or volunteer status with TVAC because of race, religion, color, national origin, sex, age, or handicap status. TVAC will take affirmative action to ensure that volunteers or employees are treated without regard to their race, religion, color, national origin, sex, age, or handicap status.

TVAC agrees to post in conspicuous places, available to volunteers, employees and applicants to TVAC as volunteers or employees, notices to be provided setting forth the provisions of this non-discrimination clause.

- C. TVAC has received and reviewed a copy of the Village’s sexual harassment policy and agrees to abide by those terms applicable to TVAC in its capacity as an independent contractor of the Village.

Section 12. Independent Contractor

The parties acknowledge that TVAC is providing the services contemplated hereunder as an independent contractor and is neither a department of the Village, an agent, employee, partner nor joint venture of the Village. Nothing herein creates an employee or employer relationship between the Village and TVAC and TVAC and its employees and volunteers shall not be entitled to any benefits available to Village employees, including but not limited to health and retirement benefits. TVAC is solely responsible for paying taxes, if any, on any and all revenue provided by the Village and revenue TVAC receives from all other sources.

Section 13. Contractor's Labor Affairs

TVAC shall be fully and exclusively responsible for conducting its affairs with its work force, including hiring, retaining and managing personnel and resources fairly and effectively. The Village will not involve themselves in TVAC’s labor affairs or issues.

Section 14. Restricted Activities

During the term of this Agreement, and in regard to every request for response by TVAC, TVAC shall not engage in the following practices: telephone call screening, refusal to transport a patient to the nearest medically appropriate facility as defined by applicable protocols, refusal to treat and/or transport a patient requiring medically necessary transportation based on the patient’s ability to pay for services or maintenance of adequate health insurance to pay for services.

Section 15. Termination

Prior to its scheduled termination, no party may terminate this Agreement except as provided for in Section 2 of this Agreement. However, this Agreement may be terminated earlier and with less than the 30-days’ notice required in Section 2 in the event of a major breach by the other party. For the purposes of this provision, “major breach” by TVAC

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shall include the chronic failure to meet applicable performance standards, including but not limited to:

- A. Failure of TVAC to operate the ambulance service system in a manner which enables TVAC to remain in compliance with the requirements of the applicable federal, state and local laws, rules and regulations.
- B. Falsification of information supplied to the Village by TVAC.
- C. Falsification of data supplied to the Village by TVAC.
- D. Failure of TVAC's employees and volunteer personnel to conduct themselves in a professional and courteous manner, and to present a professional appearance, consistent with TVAC's reputation as a provider of high quality Emergency Medical Service.
- E. Failure of TVAC to meet established performance criteria such as: provision of twenty-four (24) hour a day BLS Ambulance Service, meeting established response or maintaining proper telephone and radio communication.
- F. TVAC's refusal to treat and/or transport patients due to their inability to pay for service.

Section 16. Financial Reporting

TVAC will report to the Village on a quarterly basis its internal financial reports including at least a Statement of Income and Expenditures, cash flow, balance sheet. Current billing rates and information on its Ambulance and other assets' depreciation, actual wear and tear and useful lives, and maintenance and replacement schedules will be provided to the the Village on an annual basis within one hundred and twenty (120) days of the close of TVAC's fiscal year, its independently reviewed financial statements. At the Villages request, TVAC shall annually provide the Village with a copy of its independent financial audit.

Section 17. Miscellaneous Provisions

- A. Notices: All notices hereunder shall be deemed to be duly given if in writing, signed by the party or the representative of the party giving the notice, and sent to the other party at the addresses set forth herein by certified mail, return receipt requested, or by Federal Express or similar overnight courier or by facsimile transmittal with confirmation by regular first class mail.

- B. Equal Bargaining Power: This Agreement was negotiated between parties of equal bargaining power and is not to be construed against either party by virtue of such party's attorney having drafted it.
- C. Entire Agreement. This Agreement constitutes the entire agreement between TVAC and the Village and there are no agreements, understandings, warranties or representations between the parties except as provided for herein. This Agreement cannot be amended except in writing executed by the parties.
- D. Applicable Law. The validity, construction, performance, and effect of this Agreement will be governed by the laws of the State of New York, and any questions arising there under shall be construed or determined according to such laws.
- E. Venue. The parties hereto stipulate and agree that any dispute between them, whether equitable or legal relief is sought shall be venued in the Supreme Court of New York, Westchester County. Each of the parties to this Agreement further stipulate and agree to the personal and subject matter jurisdiction of the Supreme Court of New York, Westchester County, in such dispute or proceeding.
- F. Binding Effect. This Agreement will inure to the benefit of and bind the respective parties, their successors, personal representatives and permitted assigns.
- G. Counterparts. This Agreement may be executed in any number of counterparts, any of which shall constitute the agreement between the parties.
- H. Invalidity. If any term, provision, covenant or condition of this Agreement, or any application there, should be held by a court of competent jurisdiction to be invalid, void or unenforceable, all terms, conditions, covenants and conditions of this Agreement, and all applications thereof, not held invalid, void, or unenforceable, shall continue in full force and effect and shall in no way be affected, impaired or invalidated there.
- I. Waiver. Except as otherwise provided for in this Agreement, no waiver of any of the provisions of this Agreement shall be deemed to be, or shall constitute a waiver of any other provision or similar occurrence, whether

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or not similar, nor shall any waiver be binding unless evidenced by an instrument in writing executed by the party making the waiver.

(Signatures on next page)

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

DATE:

TARRYTOWN VOLUNTEER AMBULANCE CORPS

By: _____
Signature

Printed Name: _____

Title:

DATE:

VILLAGE OF TARRYTOWN

By: _____
Richard Slingerland, Village Administrator

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February 5, 2024

Richard Slingerland, Village Administrator
Tarrytown Village Hall
One Depot Plaza
Tarrytown, NY 10591
administrator@tarrytowngov.com

RECEIVED
FEB -9 2024
TARRYTOWN VILLAGE ADMINISTRATOR

RE: Traffic Engineering Preliminary Evaluations – Various Locations
Intersection of Main Street and Depot Plaza/Cortlandt Street
Depot Plaza in front of Village Hall
Crosswalk Evaluations on Railroad Avenue, Green Street and West Main Street
Crest Drive Speed Humps
Village of Tarrytown, NY

Dear Village Administrator Slingerland:

In conjunction with your request, DTS Provident Design Engineering, LLP (DTS Provident) is pleased to submit this the attached Concept Plans and accompanying information to the Village of Tarrytown for Preliminary Evaluations at the following locations:

- The intersection of Main Street/Railroad Avenue and Depot Plaza/Cortlandt Street including a budget estimate for a traffic signal upgrade, pedestrian signal upgrade, all sidewalks and connections upgraded for better access and safety. An alternative plan considered the feasibility of a roundabout at this location.
- Recommendations for the existing crosswalk across Railroad Avenue/Green Street (parallel to Metro North) and the two "red" crosswalks between River Market and Pierson Park as well as other potential crosswalks in the area, including a Preliminary Cost Estimate.
- A layout for speed humps along "lower" Crest Drive, between Midland Avenue and Gunpowder Lane as well as a Preliminary Cost Estimate.

As actual survey data is not available, the Signage and Striping Plans were performed on aerial figures. The Plans consider recent ADA and PROWAG standards where possible.

To perform the Concept Plans, DTS Provident performed field observations at each of the three locations. The following is a summary of the work performed and our findings:

MAIN STREET/RAILROAD AVENUE and DEPOT PLAZA/CORTLANDT STREET

For the intersection of Main Street/Railroad Avenue and Depot Plaza/Cortlandt Street, DTS Provident conducted an evaluation of the intersection including potentially upgrading the traffic signal and pedestrian signals at the intersection. The intersection modifications included a traffic signal upgrade, pedestrian signal upgrade, sidewalk modifications and connections upgraded for better access and safety. This included upgrades to the poles, signage, sidewalks, ADA ramps, etc. The design considers the regular bus traffic to and from the Tarrytown Station as well as the truck traffic to and from the Suburban Carting-owned paper recycling depot south of the train station.

The Concept Plans for this intersection are covered in four sheets:

- Sheet SK-101 illustrates the layout of the improvements, including the modifications and the redirecting of some of the crosswalks. Some curb modifications were performed including in the northeast corner of the intersection.
- Sheet SK-102 illustrates the traffic sign head locations as well as the pedestrian signal head locations along with the wiring.
- Sheet TA-101 illustrates an SU-40, a 40-foot single unit truck (also similar size to a bus) traveling through the intersection.
- Sheet TA-102 illustrates a WB-67, a 73.5-foot large tractor trailer traveling through the intersection. Similar to current conditions, this size vehicle will have difficulty turning from Main Street onto Railroad Avenue (H-Bridge).

Concept Plans and a Preliminary Cost Estimate are contained in Attachment A. The items costs are based upon the latest information on item costs provided by New York State. The Preliminary Cost Estimate would need to be adjusted if additional new/replaced sidewalk is to be added (aside from what was considered), depending upon the additional length. The Preliminary Cost Estimate has a relatively high contingency due to the recent increases in construction costs as well as to be conservative.

Alternative improvements were reviewed for the intersection. One such alternative was the installation of a roundabout in conjunction with the ramp from the H-Bridge. Various conceptual layouts were attempted but a roundabout does not appear feasible here due to the intersection width and the location/angle of the structure for the ramp from the H-Bridge as well as the truck/bus traffic and other features.

RAILROAD AVENUE/GREEN STREET

Recommendations were made for the existing crosswalk across Railroad Avenue/Green Street (parallel to Metro North) and the two "red" crosswalks between River Market and Pierson Park as well as other potential crosswalks in the area. Crosswalk Evaluations were performed on Railroad Avenue, Green Street and West Main Street including a review of the existing crosswalk locations.

The Concept Plans prepared considered ways to improve and/or relocate the existing crosswalks (including the mid-block sidewalk ramps across the H-Bridge ramp on Railroad Avenue/Green Street from Hudson Harbor to the Metro North side and the two (2) mid-block crosswalks from the park and commuter parking lot on West Main Street to the Rivermarket restaurant location) as well as review potential additional crosswalk locations. Updated ADA and PROWAG compliance and sight distance was considered.

The existing mid-block crosswalk on Railroad Avenue is still shown on the Plans, with some modifications. This can be removed after discussions with the Village as the Village has expressed some concerns with this crosswalk location.

To provide the new crosswalk across West Main Street connecting Green Street and Railroad Avenue, the curb in the northwest corner of the intersection was bumped out. This serves various purposes including shortening the crossing distance and providing more room to grade the ramp to proper ADA standards. As no survey was available, the grade was estimated via other methods but would eventually need to be verified by survey.

The Concept Plans for this intersection are covered in three sheets:

- Sheet SK-100 illustrates the layout of the improvements, including the modifications and of the crosswalks. Some curb modifications were performed including in the northwest corner of the intersection.
- Sheet TA-101 illustrates an SU-40, a 40-foot single unit truck (also similar size to a bus) traveling through the intersection.
- Sheet TA-102 illustrates a WB-67, a 73.5-foot large tractor trailer traveling through the intersection. Similar to current conditions, this size vehicle will have difficulty turning from Railroad Avenue onto West Main Street.

Concept Plans and a Preliminary Cost Estimate are contained in Attachment A. The items costs are based upon the latest information on item costs provided by New York State. The Preliminary Cost Estimate would need to be adjusted if additional new/replaced sidewalk is to be added (aside from what was considered), depending upon the additional length. The Preliminary Cost Estimate has a relatively high contingency due to the recent increases in construction costs as well as to be conservative.

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“LOWER” CREST DRIVE

As the result of comments from residents, DTS Provident evaluated “Lower” Crest Drive (between Midland Avenue and Gunpowder Lane) for the possible need for the installation of speed humps to reduce existing travel speeds. Thus, DTS Provident collected traffic data along “Lower” Crest Drive with an ATR (Automatic Traffic Recorder) from 12:00 PM Thursday December 7th, 2023, to 12:00 PM Thursday December 14th, 2023. The type of data collected includes volumes and speeds.

“Lower” Crest Drive is a two-way residential roadway with one lane per direction and has on-street parking, which helps slow traffic. It is approximately 20-21 feet wide, which is narrow for a roadway that has on-street parking. The “Area Wide Speed Limit” is 25 mph. Crest Drive is possibly used as a cut-thru for some drivers.

Approximately 315 vehicles travel eastbound and 261 vehicles travel westbound on the typical average day. The Peak Hour for vehicles traveling eastbound averages 32 vehicles between 3:00 PM and 4:00 PM. The weekdays have a higher eastbound Peak Hour Volume, which was 53 vehicles from 3:00 – 4:00 PM on a Friday. The Peak Hour for vehicles traveling westbound averages 25 vehicles between 4:00 PM and 5:00 PM. The weekdays have a higher westbound Peak Hour Volume, which was 39 vehicles from 3:00 – 4:00 PM on a Friday and 40 vehicles on a Monday from 5:00 – 6:00 PM.

The following table summarizes the speeds in each direction on “Lower” Crest Drive.

“Lower” Crest Drive - Percentile Speed Summary			
Speeds listed in miles per hour (mph)			
PERCENTILE	Eastbound	Westbound	Both Directions
50th Percentile	22	20	21
60th Percentile	23	22	23
70th Percentile	25	23	24
75th Percentile	26	24	25
80th Percentile	26	25	26
85th Percentile	28	27	27
90th Percentile	29	28	29
95th Percentile	31	30	31

As illustrated in the Table above, the 85th Percentile Speed (the maximum speed that 85% of the vehicles are traveling at) is 28 mph for the eastbound direction and 27 mph in the westbound direction. The 95th percentile is 31 mph in the eastbound direction and 30 in the westbound direction. A very limited amount of drivers drove between 31 and 35 mph and A total of 21 vehicles were measured traveling between 36-40 mph over the one-week period, the majority of which were between 8:00 and 9:00 AM. There was one vehicle traveling between 41-45 mph. Half of the drivers on the road are traveling 21 mph or less.

Attachment B provides the details of the volume and speed data including speeds by time of day.

Also attached in Appendix B is a Concept Plan illustrating the potential location of two speed humps and signing if they are to be installed on "Lower" Crest Drive. Current regulations for speed humps also require roadway striping in addition to the signage, which will be shown on the design plans. These locations can be altered somewhat but were located in these particular spots to not impact existing driveways. Speed humps typically should be placed between 200 and 500 feet apart and to have some separation from a nearby curve. If only one speed hump is to be installed, it would be placed near the middle of "Lower" Crest Drive.

Because there are not many vehicles traveling over 30 mph (5%) and fifty percent of the vehicles are already travelling at 21 mph or less, the provision of speed humps will have a limited effect. It will slow those vehicles that are traveling over 30 mph, as well as the vehicles traveling between 25-30, by about 3-5 mph. These vehicles are traveling over the posted speed limit.

Speed humps can be effective in the right situations. However, they do increase air and noise pollution and must be designed and installed properly to limit impacts to drainage and snowplowing as well as to bicyclists and on-street parking. The costs for installing speed humps can vary depending upon how many are being installed at one time, the current price of asphalt, and whether they are to be installed by the Village or a private contractor. An estimated cost is \$5,000 per speed hump, but this cost can be more or less depending upon the specifics of the installation. Another option is that temporary speed humps made of rubber can be installed/removed as a test.

If you have any questions on the attached or on the above, please contact us.

Very truly yours,
DTS PROVIDENT DESIGN ENGINEERING, LLP



Brian E. Dempsey, P.E., PTOE, RSP1
Partner

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ATTACHMENT A
CONCEPT PLANS and PRELIMINARY COST ESTIMATES

ITEM	DESCRIPTION	UNIT	ESTIMATE - NYS PAY ITEM CATALOG		Traffic Engineering Preliminary Evaluations		Depot Pl./Cortland St. & Main St./Railroad Ave.	
			UNIT PRICE 2023/2024		W. Main St. & Railroad Ave./Green St.		Extended	
			Quantity	Extended	Quantity	Extended	Quantity	Extended
208-02	UNCLASSIFIED EXCAVATION AND DISPOSAL	CY	\$ 319.02	\$ 11,387.88	378	\$ 21,185.56		
208-03	CONDUIT EXCAVATION AND BACKFILL INCLUDING SURFACE RESTORATION	LF	\$ 123.41	\$ -	245	\$ 30,235.45		
304-34	SUBBASE COURSE, TYPE 4	CY	\$ 359.09	\$ 7,594.50	178	\$ 28,318.02		
404-08101	9.5 FT TOP COURSE ASPHALT, 80 SERIES COMPACTION	TON	\$ 225.86	\$ 1,099.30	15	\$ 3,387.90		
404-18801	19 FT BINDER COURSE ASPHALT, 80 SERIES COMPACTION	TON	\$ 334.87	\$ 1,078.96	25	\$ 3,371.75		
404-37801	37.5 FT BASE COURSE ASPHALT, 80 SERIES COMPACTION	TON	\$ 326.00	\$ 7,800.00	80	\$ 26,000.00		
407-0702	DILUTED TRUCK COAT	GAL	\$ 37.50	\$ 137.50	38	\$ 475.00		
508-0201	CONCRETE SIDEWALKS AND DRIVEWAYS (4")	CY	\$ 104.97	\$ 1,049.70	10	\$ 1,049.70		
508-0202	EMBEDDED DETECTABLE WARNING UNITS	SF	\$ 321.66	\$ 2,804.94	8	\$ 2,573.28		
509-0401	CAST-IN-PLACE CONCRETE CURB TYPE V16	LF	\$ 64.05	\$ 21,461.85	574	\$ 36,994.30		
509-0600008	CURB REMOVAL	LF	\$ 25.00	\$ 5,325.00	541	\$ 13,525.00		
610-1402	TOPSOIL - ROADSIDE	CY	\$ 347.28	\$ 2,308.45	27	\$ 3,975.21		
610-1601	TURF ESTABLISHMENT - ROADSIDE	SF	\$ 0.40	\$ 52.80	132	\$ 94.00		
610-1611	MAINTAIN TRAFFIC SIGNAL EQUIPMENT (REQUIREMENT A)	INTM	\$ 500.00	\$ -	1	\$ 500.00		
623-12	CRUSHED STONE (IN-PLACE MEASURE)	CY	\$ 131.65	\$ 1,131.52	89	\$ 11,717.74		
627-05-00208	CUTTING PAVEMENT	LF	\$ 4.42	\$ 2,373.00	782	\$ 8,211.00		
635-0203	CLEANING AND PREPARATION OF PAVEMENT SURFACES - LINES	LF	\$ 30.50	\$ -	2	\$ 20,800.00		
660-5001	POLE EXCAVATION AND CONCRETE FOUNDATION (PL 22, P1A)	CY	\$ 3,329.05	\$ -	3	\$ 4,775.00		
660-5001	POLE EXCAVATION AND CONCRETE FOUNDATION (PL 21)	CY	\$ 3,329.05	\$ -	3	\$ 4,775.00		
660-5001	PULL BOX - RECTANGULAR, 26 X 18 INCH, REINFORCED CONCRETE	EA	\$ 1,580.00	\$ -	5	\$ 9,900.00		
660-50105	CONDUIT, METAL STEEL, ZINC COATED, 3"	LF	\$ 35.26	\$ -	245	\$ 8,538.70		
660-60028	TRAFFIC SIGNAL POLE - SPAN WIRE 6,000 POUND LOAD, 28 FEET LONG	EA	\$ 10,400.00	\$ -	2	\$ 20,800.00		
660-60201	PEDESTRIAN SIGNAL POLE - BRACKET MOUNT, 12 FEET OVERALL POLE HEIGHT STEEL	EA	\$ 1,342.22	\$ -	3	\$ 4,026.66		
660-7002	DUAL SPAN WIRE ASSEMBLY WITH UPPER TETHER WIRE (6,000 LB LOAD)	EA	\$ 1,136.00	\$ -	1	\$ 1,136.00		
660-70003	RISER ASSEMBLY, 4" DIA.	EA	\$ 4.34	\$ -	1,623	\$ 7,042.82		
660-70014	SIGNAL CABLE S CONDUCTORS, 14 AWG	LF	\$ 5,362.81	\$ -	1	\$ 5,362.81		
660-7600003	REMOVE TRAFFIC SIGNAL EQUIPMENT	EA	\$ 25,533.25	\$ -	1	\$ 25,533.25		
660-8001008	FURNISH AND INSTALL MICROCOMPUTER (MODEL 3879) COMPLETE WITH STRETCH-TYPE CABINET	EA	\$ 502.24	\$ -	9	\$ 902.16		
660-80101	TRAFFIC SIGNAL MODULE - 12 INCH, RED BALL, LED	EA	\$ 302.50	\$ -	5	\$ 912.50		
660-80103	TRAFFIC SIGNAL MODULE - 12 INCH, YELLOW BALL, LED	EA	\$ 302.50	\$ -	5	\$ 912.50		
660-80104	TRAFFIC SIGNAL MODULE - 12 INCH, YELLOW ARROW, LED	EA	\$ 89.22	\$ -	1	\$ 89.22		
660-80105	TRAFFIC SIGNAL MODULE - 12 INCH, GREEN BALL, LED	EA	\$ 203.94	\$ -	5	\$ 919.70		
660-80106	TRAFFIC SIGNAL MODULE - 12 INCH, GREEN ARROW, LED	EA	\$ 86.97	\$ -	1	\$ 86.97		
660-80107	TRAFFIC SIGNAL SECTION, TYPE 1, 12 INCH	EA	\$ 318.14	\$ -	29	\$ 9,226.06		
660-80111	TRAFFIC SIGNAL BSACSET ASSEMBLY - 2 WAY	EA	\$ 372.00	\$ -	4	\$ 1,488.00		
660-80112	TRAFFIC SIGNAL BSACSET ASSEMBLY - 1 WAY	EA	\$ 686.20	\$ -	2	\$ 1,392.40		
660-8010206	ACCESSIBLE PEDESTRIAN SIGNAL (APS) WITHOUT POLE	EA	\$ 1,456.28	\$ -	6	\$ 8,737.68		
660-80103	PEDESTRIAN SIGNAL SECTION - TYPE 1, 12 INCH	EA	\$ 451.51	\$ -	6	\$ 2,709.06		
660-80105	PEDESTRIAN SIGNAL MODULE - 12 INCH BI-MODAL HORIZONTAL SYMBOLS LED	EA	\$ 337.71	\$ -	6	\$ 2,026.26		
660-80105	PEDESTRIAN SIGNAL BRACKET MOUNT ASSEMBLY	EA	\$ 469.14	\$ -	6	\$ 2,814.84		
660-80201	PEDESTRIAN SIGNAL DOWN TIMER MODULE	EA	\$ 337.35	\$ -	6	\$ 2,024.10		
660-80201	OVERHEAD SUSY ASSEMBLY, TYPE A	EA	\$ 795.63	\$ -	2	\$ 1,591.26		
660-8201008	BREAKAWAY TRANSFORMER BASE (TRAFFIC)	EA	\$ 590.25	\$ -	3	\$ 2,796.75		
660-9400008	TRAFFIC SIGNAL SERVICE ENTRANCE	EA	\$ 1,457.50	\$ -	1	\$ 1,457.50		
660-95020515	SERVICE CABLE & CONDUCTOR NO. 36 AWG	LF	\$ 4.75	\$ -	23	\$ 109.25		
660-95020515	WHITE EPOXY REFLECTORIZED PAVEMENT STRIPES - 15 MIL	LF	\$ 3.65	\$ 7,028.85	4,066	\$ 14,840.90		
660-95020515	YELLOW EPOXY REFLECTORIZED PAVEMENT STRIPES - 15 MIL	LF	\$ 3.65	\$ 346.75	169	\$ 616.85		
660-95020515	WHITE EPOXY REFLECTORIZED PAVEMENT LETTERS - 15 MIL PORTABLE HAND APPLICATION	EA	\$ 86.66	\$ -	8	\$ 773.28		
660-95020515	WHITE EPOXY REFLECTORIZED PAVEMENT SYMBOLS - 15 MIL PORTABLE HAND APPLICATION	EA	\$ 271.52	\$ -	5	\$ 1,357.60		
ENGINEER'S ESTIMATE SUBTOTAL (FEES)				\$ 85,792.60		\$ 980,907.49		
ENGINEER'S ESTIMATE SUBTOTAL (TRAFFIC CONTROL)				\$ 4,803.83		\$ 21,330.82		
ENGINEER'S ESTIMATE SUBTOTAL (TRAFFIC SIGNALS)				\$ -		\$ 6,475.43		
ADJUSTED ENGINEER'S ESTIMATE FOR CONSTRUCTION				\$ 90,596.43		\$ 408,713.73		
997-03	FIELD CHANGE PAYMENT	LS	\$ 5.0%	\$ 4,529.32	1	\$ 20,435.69		
699-04001	MOBILIZATION	LS	\$ 4.0%	\$ 3,623.46	1	\$ 16,348.35		
CONTINGENCY (I.E., UTILITY IMPACTS, COST INCREASES, ETC.)				\$ 96,739.20		\$ 446,697.97		
N/A	CONTINGENCY	LS	\$ 25.0%	\$ 24,884.80	1	\$ 114,374.49		
TOTAL ENGINEER'S ESTIMATE FOR CONSTRUCTION				\$ 123,424.00		\$ 556,872.46		

* Unit Prices obtained from New York State Pay Item Catalog. Region 8 prices utilized where applicable; otherwise, the Statewide average was used.

ATTACHMENT B
"LOWER" CREST DRIVE

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Project No. 0955
Scale: 1" = 100'
February, 2024

Potential Speed Humps
Tarrytown Signage and Striping Plans
Town of Tarrytown, Westchester County, NY

Figure No. 01

DTS • PROVIDENT
Intelligent Land Use

DTS Provident Design Engineering, LLP
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Tarrytown ATR Volume Summary (December 2023)

Start Time	Dec. 7, 2023 (Thu)		Fri		Sat.		Sun.		Mon.		Tue.		Wed.		Thu.		Week Average			
	WB	EB	WB	EB	WB	EB	WB	EB	WB	EB	WB	EB	WB	EB	WB	EB	WB	EB		
12:00 AM	*	*	1	1	1	1	1	1	0	0	1	0	0	0	0	0	0	1	1	
1:00	*	*	1	1	1	1	1	1	1	1	0	0	1	1	0	0	1	1	1	
2:00	*	*	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
3:00	*	*	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
4:00	*	*	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
5:00	*	*	1	1	0	0	0	0	1	1	0	1	1	1	2	1	1	1	1	
6:00	*	*	4	7	1	2	1	0	7	9	8	6	6	6	6	4	4	4	4	
7:00	*	*	23	26	5	6	3	2	25	23	30	27	39	27	33	24	20	16	16	
8:00	*	*	35	30	13	11	9	9	19	32	22	36	46	31	34	26	23	22	22	
9:00	*	*	23	21	8	17	13	8	17	19	20	20	13	23	13	25	13	17	17	
10:00	*	*	21	13	23	22	22	26	19	20	8	15	14	18	20	17	16	16	16	
11:00	*	*	26	36	16	21	11	29	9	15	6	26	17	19	*	*	12	21	21	
12:00 PM	*	*	25	30	28	28	18	21	12	16	15	18	23	27	*	*	17	20	20	
1:00	16	26	30	30	25	29	19	18	12	23	19	24	15	22	*	*	17	22	22	
2:00	33	35	30	30	30	25	18	18	14	33	22	35	22	39	*	*	21	27	27	
3:00	36	51	53	27	22	22	7	18	23	39	30	41	26	30	*	*	24	32	32	
4:00	26	36	46	28	25	25	20	14	28	36	33	34	24	36	*	*	25	28	28	
5:00	16	34	24	36	32	41	11	18	40	37	19	34	26	38	*	*	21	30	30	
6:00	19	24	22	23	13	27	11	14	23	23	17	17	21	39	*	*	16	21	21	
7:00	8	15	11	15	29	21	12	7	6	10	7	10	13	13	*	*	11	12	12	
8:00	7	8	7	14	13	9	7	7	9	14	7	9	12	17	*	*	8	10	10	
9:00	9	6	5	7	17	10	3	2	5	3	3	8	7	12	*	*	6	6	6	
10:00	4	4	6	7	7	9	0	2	2	3	1	5	4	5	*	*	3	4	4	
11:00	4	6	5	9	4	4	2	2	4	5	3	1	0	1	*	*	3	4	4	
Lane	178	245	375	437	323	334	192	224	278	365	276	366	330	409	108	99	261	315	315	
Day	423	423	812	812	657	657	416	416	643	642	642	739	739	207	207	576	576	576	576	
AM Peak	-	-	8:00	11:00	10:00	10:00	11:00	11:00	7:00	8:00	7:00	8:00	8:00	8:00	8:00	8:00	8:00	8:00	8:00	8:00
Vol.	-	-	35	36	23	22	22	29	25	32	30	36	46	31	34	26	23	23	22	22
PM Peak	3:00	3:00	3:00	3:00	5:00	5:00	4:00	12:00 PM	5:00	3:00	4:00	3:00	3:00	3:00	-	-	4:00	3:00	3:00	3:00
Vol.	36	51	39	53	32	41	20	21	40	39	33	41	26	39	0	0	25	32	32	32
Comb.	423	423	812	812	657	657	416	416	643	642	642	739	739	207	207	576	576	576	576	576

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