

**VILLAGE OF TARRYTOWN
BOARD OF TRUSTEES
WORK SESSION 5:00 P.M.
WEDNESDAY, FEBRUARY 14, 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/46866> for instructions on how to view via Zoom.

Action Items

Treasurer's Office Appointments
DPW Appointment

Open Session

1. Board of Trustees Concerns
2. Greenburgh Task Force Lease Renewal
3. Discussion - Outdoor Dining
4. Award - Parking Enforcement Vehicle
5. TVAC Agreement
6. Grants – AARP, AFF, LGRMIF
7. Town of Greenburgh – Joint Application for Grant to Fund Complete Streets Study of Route 119
8. CAPI Adapt Next Steps
9. IMA with Westchester County for Enhanced 911 Response Services
10. Potential Code Change – Battery Storage Facilities
11. Donation of Police E-Bikes

Executive Session

- A. Tax Certiorari Consent Judgment
- B. Placemaking Committee
- C. EMCCC

1. Appointment of Office Assistant Financial Support

BE IT RESOLVED that the Board of Trustees of the Village of Tarrytown does hereby appoint _____ of _____, NY, to the position of Office Assistant Financial Support, in the Tarrytown Village Treasurer's Office at an annual starting salary of _____ with an effective date and start date of _____, 2024, which shall be subject to a probationary period of a minimum of 12 weeks and a maximum of 1 year and subject all other applicable Civil Service Rules and Regulations.

2. Appointment of Office Assistant Financial Support

BE IT RESOLVED that the Board of Trustees of the Village of Tarrytown does hereby appoint _____ of _____, NY, to the position of Office Assistant Financial Support, in the Tarrytown Village Treasurer's Office at an annual starting salary of _____ with an effective date and start date of _____, 2024, which shall be subject to a probationary period of a minimum of 12 weeks and a maximum of 1 year and subject all other applicable Civil Service Rules and Regulations.

3. Appointment of Laborer

BE IT RESOLVED that the Board of Trustees of the Village of Tarrytown does hereby appoint _____ of _____, NY, to the position of Laborer, in the Tarrytown Village Department of Public Works, at an annual starting salary of \$56,020.75 with an effective date and start date of _____, February _____, 2024, which shall be subject to a probationary period of a minimum of 12 weeks and a maximum of 1 year and subject all other applicable Civil Service Rules and Regulations.

Office License

AGREEMENT OF LICENSE, made as of this 1st day of March, 2023, between Village of Tarrytown, party of the first part, hereinafter referred to as Owner, and Greenburgh Drug and Alcohol Task Force, party of the second part, hereinafter referred to as Licensee,

WITNESSETH: Owner hereby Licenses to Licensee and Licensee hereby hires from Owner the office space in the old Tarrytown Police Headquarters in the building known as old Tarrytown Police Headquarters located at 150 Franklin Street in the Village of Tarrytown, Westchester County, New York, for the term of 12 months (or until such term shall sooner cease and expire as hereinafter provided) to commence on the first day of March, 2023, and to end on the twenty- ninth day of February, 2024, both dates inclusive. Licensee hires from Owner only that portion of the building which is the subject of this license and Owner shall have the right to execute license agreements for other portions of the old Tarrytown Police Headquarters. Both the Owner and the Licensee retains the right to end the license term at any time with or without cause with 90 days notice.

The parties hereto, for themselves, their heirs, distributees, executors, administrators, legal representatives, successors and assigns, hereby covenant as follows:

License Payment and Rental Fee; Fee for Utilities:

1. Licensee shall pay the license fee as above and as hereinafter provided. The Licensee shall also pay a Rental Fee of \$250.00 per month payable upon the 1st day of the month for each month of the license term. Licensee shall also pay for a fee for utilities which will be calculated by multiplying the total utility cost for the building by the percentage of square footage occupied by the Licensee

Occupancy:

2. Licensee shall use and occupy demised premises for official activities of the Greenburgh Drug and Alcohol Task Force and for no other purpose.

Licensee Alterations:

3. Licensee shall make no changes of any nature in or to the demised premises without Owner's prior written consent.

Maintenance and Repairs:

4. Licensee shall, throughout the term of this License, take good care of the demised premises and the fixtures and appurtenances therein. Licensee shall be responsible for all damage or injury to the demised premises or any other part of the building and the systems and equipment thereof, whether requiring structural or nonstructural repairs caused by or resulting from carelessness, omission, neglect or improper conduct of Licensee, Licensee's sub Licensees, agents, employees,

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invitees or licensees, or which arise out of any work, labor, service or equipment done for or supplied to Licensee or any sub Licensee or arising out of the installation, use or operation of the property or equipment of Licensee.

Property-Loss, Damage, Reimbursement, Indemnity:

5. Owner or its agents shall not be liable for any damage to property of Licensee or of others entrusted to employees of the building, nor for loss of or damage to any property of Licensee by theft or otherwise, nor for any injury or damage to persons or property resulting from any cause of whatsoever nature, unless caused by or due to the negligence of Owner, its agents, servants or employees. Licensee shall indemnify and save harmless Owner against and from all liabilities, obligations, damages, penalties, claims, costs and expenses for which Owner shall not be reimbursed by insurance, including reasonable attorneys' fees, paid, suffered or incurred as a result of any breach by Licensee, Licensee's agents, contractors, employees, invitees, or licensees, of any covenant or condition of this License, or the carelessness, negligence or improper conduct of the Licensee, Licensee's agents, contractors, employees, invitees or licensees. In case any action or proceeding is brought against Owner by reason of any such claim, Licensee, upon written notice from Owner, will, at Licensee's expense, resist or defend such action or proceeding by counsel approved by Owner in writing, such approval not to be unreasonably withheld.

Occupancy:

6. Licensee will not at any time use or occupy the demised premises in violation of the certificate of occupancy issued for the building of which the demised premises are a part. Licensee has inspected the premises and accepts them as is, subject to the riders annexed hereto with respect to Owner's work, if any. In any event, Owner makes no representation as to the condition of the premises and Licensee agrees to accept the same subject to violations, whether or not of record.

End of Term:

7. Upon the expiration or other termination of the term of this License, Licensee shall quit and surrender to Owner the demised premises, broom clean, in good order and condition, ordinary wear and damages which Licensee is not required to repair as provided elsewhere in this License excepted, and Licensee shall remove all its property. Licensee's obligation to observe or perform this covenant shall survive the expiration or other termination of this License. If the last day of the term of this License or any renewal thereof, falls on Sunday, this License shall expire at noon on the preceding Saturday, unless it be a legal holiday, in which case it shall expire at noon on the preceding business day.

Waiver of Trial by Jury:

8. It is mutually agreed by and between Owner and Licensee that the respective parties hereto shall and they hereby do waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other (except for personal injury or property damage) on any matters whatsoever arising out of or in any way connected with this License, the relationship of Owner and Licensee, Licensee's use of or occupancy of said premises, and any emergency

statutory or any other statutory remedy. It is further mutually agreed that in the event Owner commences any proceeding for possession of the premises, Licensee will not interpose any counterclaim of whatever nature or description in any such proceeding including a counterclaim under Article 4.

IN WITNESS WHEREOF, Owner and Licensee have respectively signed and sealed this License as of the day and year first above written.

Village of Tarrytown

By: _____
Richard Slingerland, Village Administrator

Date Signed: _____

Greenburgh Drug and Alcohol Task Force

By: _____
John Barbelet, Chief of Police

Date Signed: _____

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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, seated 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 EMT's 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 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, or no later than August 31 of each year, earlier is preferred.

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 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.

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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 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

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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 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.

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- 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, warrantics or representations between the parties except

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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 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)

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IN WITNESS WHEREOF, 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

Kathy Deufemia

From: Richard Slingerland
Sent: Wednesday, February 7, 2024 11:29 AM
To: Sean Scogna Jr.; ttf76@hotmail.com; fmorabito@tarrytownfd.org; patrickderivan69@gmail.com
Cc: Alissa Fasman; Melaina Ness; Kathy Deufemia; Karen Brown; Becky McGovern; Becky McGovern (external); Robert Hoyt; Robert Hoyt (external)
Subject: Asstc. to Firefighters Grant program - equipment priorities

Sean, Frank and Pat:

Good morning.

We are working to put together the agenda for next week, and would like to know what the equipment priorities are for the Fire Department, that we can apply for in terms of grants.

Melaina Ness, our grant writer, put together a list of items that are prioritized under the current program. The compressor/Cascade system has been dropped to a lower priority, which reduces our likelihood of having it funded in a grant.

The application deadline for this round is March 8, 2024 at 5 p.m. At this point I'd like to have the discussion continue at the next Work Session, and plan for Board authorization of the grant application at the March 4th Board Meeting.

Please take a look at the list below and let us know what are the items that are on the list that we need the most.

Rich

Richard Slingerland
Village Administrator
Village of Tarrytown
One Depot Plaza
Tarrytown, New York 10591
914-631-1785
fax: 914-909-1208
e-mail: rslingerland@tarrytownny.gov

From: Melaina Ness <MNess@m-strat.com>
Sent: Monday, February 5, 2024 10:38 AM
To: Richard Slingerland <rslingerland@tarrytowngov.com>
Cc: Alissa Fasman <afasman@tarrytowngov.com>
Subject:

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

Rich,

As you confirm with the Fire Department what is priority for their equipment requests, I wanted to provide some additional information. I double checked the FEMA guidance and confirmed that Air Compressor/Fill Station/Cascades were lowered to Medium Priority for Fire Department applicants. As such, this may not be the most competitive for an equipment request through AFG, however, we can pursue this through the DHSES Volunteer Fire Program.

6 In general, applications for the following equipment will be most competitive through AFG:

- Appliance(s)/Nozzle(s)
- Basic Hand Tools (Structural/Wildland)
- Hose (Attack/Supply)
- Immediately Dangerous to Life or Health (IDLH) Monitoring Equipment
- IDLH Protection for Investigators (This is single-use respiratory protection)
- Personal Protective Equipment (PPE) Washer/Extractor/Dryer (Turnout)
- Rapid Intervention Team (RIT) Pack/Cylinder
- Thermal Imaging Camera (Must be NFPA 1801 compliant)
- Portable Radios (must be P-25 compliant)
- Vehicle Mounted Exhaust Systems
- Skid Unit
- Air Compressor/Fill Station/Cascade (fixed or mobile) is High Priority for Regional Fire, medium priority for local.

Best,
Melaina

Melaina Ness
Grant Manager

Millennium Strategies
25 Smith Street
Nanuet, NY 10954
Phone: 763-516-7603

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From: Garrett P. Duquesne <GDuquesne@greenburghny.com>
Sent: Tuesday, January 30, 2024 3:16 PM
To: Michael Mills <michaelmills@elmsfordny.org>; Richard Slingerland <rslingerland@tarrytowngov.com>
Subject: FW: Grant Opportunity - Westchester County [Village of Tarrytown, Town of Greenburgh, and Village of Elmsford] Rt. 119 Complete Streets

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

Mike/Richard,

Hope all is well. I'm checking back in on your level of interest in the Rt. 119 Complete Street / Bike Path (Rt. 9 Broadway to South County Trail span). Recall if we pursue it would be a dedicated bike lane in each direction with the flow of traffic (not as the prior Rt. 119 study envisioned with everything on the south side of Rt. 119 – due to NYSDOT preference)

There are 2 funding sources which I believe this project would be highly competitive for:

1. RAISE Grant – Federal Funding, see attached.
2. County Complete Streets Funding.

The use of these funds would be all soft costs:

1. Boundary/Topo Survey
2. Local Federal Aid Design Report (engineering)
3. Construction Drawings

Apply for grants to compile \$2,000,000 for these purposes via below:

1. RAISE Grant – \$1.6 million
2. Westchester County Complete Street \$400,000

The RAISE grant application is due February 28th – awards will be made June 27th

Can we meet via brief conference tomorrow (sorry for short notice) to talk through this?

If available is 1:30pm free, if so I will follow with a Zoom invite.

Thank you,
Garrett

From: Lipkin, Michael <mlll@westchestercountyny.gov>
Sent: Tuesday, July 18, 2023 6:34 PM

!

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To: Garrett P. Duquesne <GDuquesne@greenburghny.com>
Cc: Sheehan, Kelly <kisc@westchestercountyny.gov>; Lopez, Blanca <BLopez@westchestercountyny.gov>
Subject: RE: Grant Opportunity - Westchester County [Village of Tarrytown, Town of Greenburgh, and Village of Elmsford] Rt. 119 Complete Streets

EXTERNAL: Do not click links or open attachments if you do not recognize the sender.

Garrett,

Thank you for this background information. Please also provide:

1. a cost estimate for the design and engineering services for the complete street improvements to Rt. 119.
2. letters of interest from the Villages and the Town of Greenburgh regarding the cost sharing.

Attached is the description of the Westchester County Capital Project **BPL39 Complete Streets Fund** describing the 50/50 match between the County and the local municipalities.

Please don't hesitate to call if you have any questions.

Thank you.

Michael

From: Garrett P. Duquesne <GDuquesne@greenburghny.com>
Sent: Tuesday, July 18, 2023 5:54 PM
To: Lipkin, Michael <mlll@westchestercountyny.gov>
Subject: Grant Opportunity - Westchester County [Village of Tarrytown, Town of Greenburgh, and Village of Elmsford] Rt. 119 Complete Streets

Caution: This is an external email. Please take care when clicking links or opening attachments. When in doubt, contact the Help Desk.

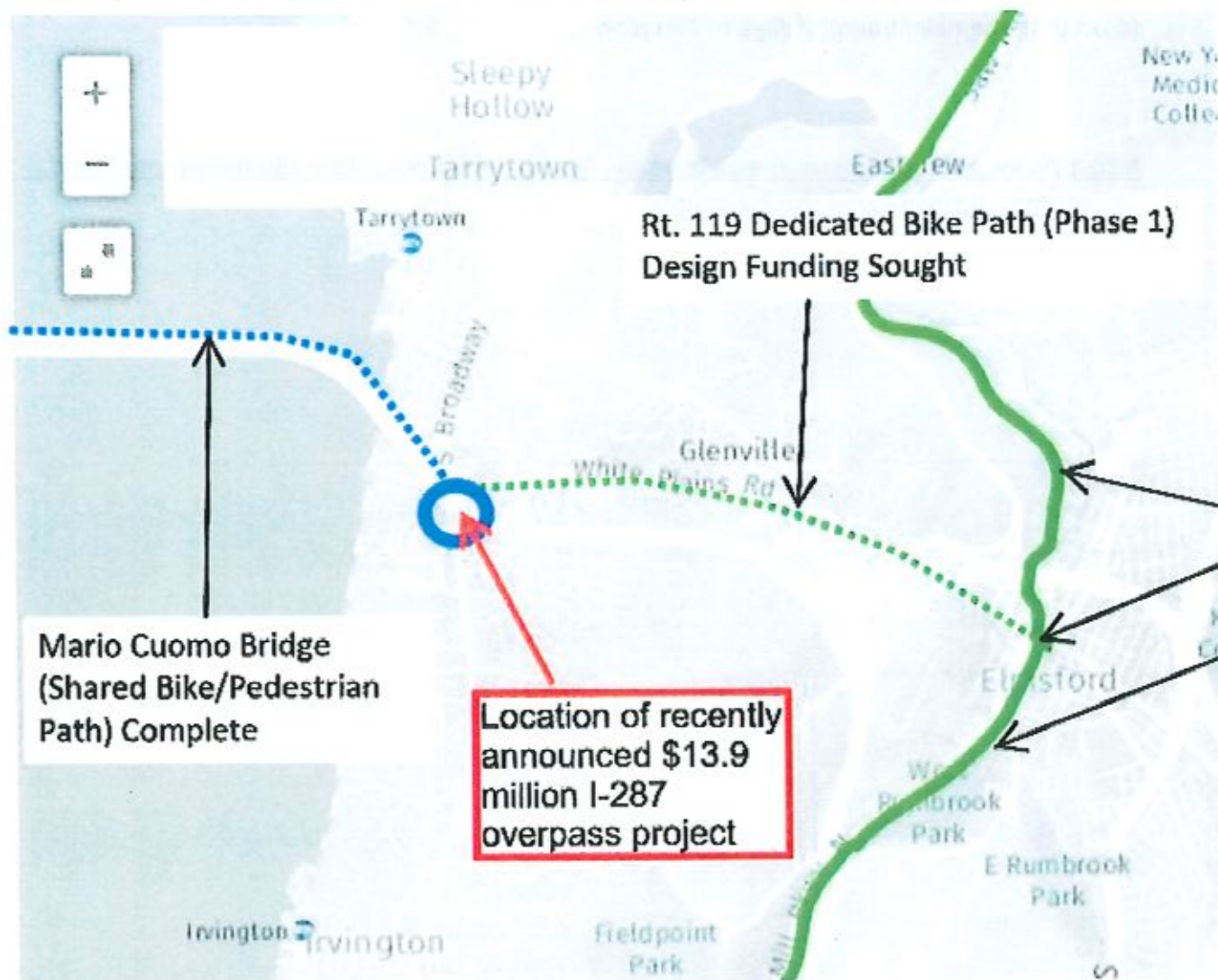
Hello Michael,

Below please find a summary and overview of the grant opportunity for which I am reaching out, regarding Rt. 119 Complete Streets.

Background: Prior to the pandemic and in anticipation of the completion of the Mario Cuomo Bridge, the Town of Greenburgh, with support from New York State Department of Transportation, Westchester County, the Village of Elmsford, and the Village of Tarrytown had prepared a Rt. 119 Complete Streets Plan (attached) which reimagined all of Rt. 119 from Rt. 9 in the Village of Tarrytown into the City of White Plains, as a corridor with improvements for all users including pedestrians, cyclists, users of mass transit, vehicles, etc.

The section shown below in green dot represents an approximately 2-mile span that the plan envisioned as a Phase 1 of implementation which would include a dedicated bike lane connecting

Rt. 9 in the Village of Tarrytown to the intersection of the North/South County Trailway, as well as update pedestrian amenities and mass transit improvements.



Present Grant Opportunity: The next step in bringing Phase 1 to fruition is to obtain design funding.

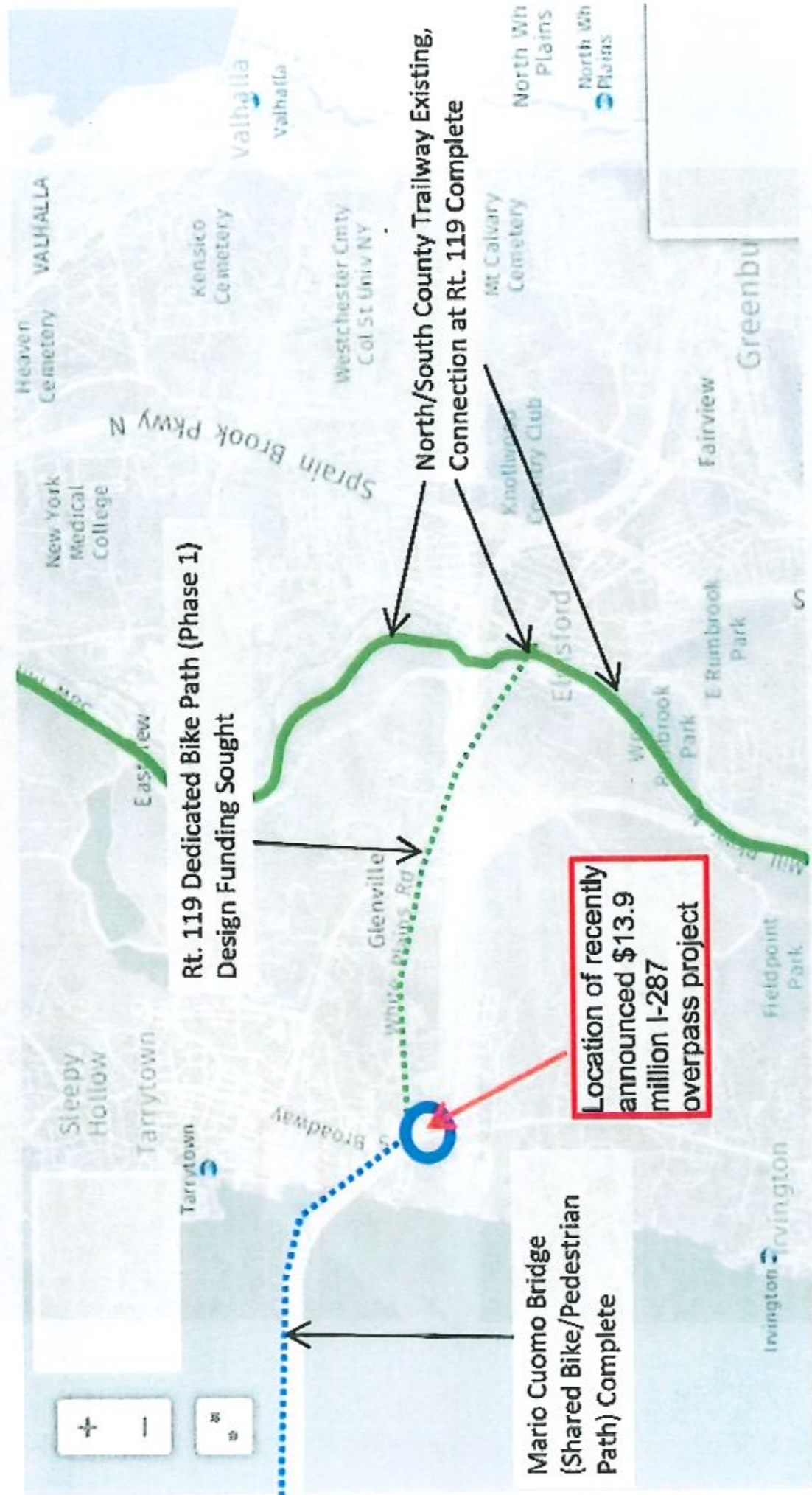
Complete Streets County funding appears to be tailor-made for the Phase 1 Rt. 119 project which would span three jurisdictions (Village of Tarrytown, Town of Greenburgh, Village of Elmsford), represent continued investment into the County’s North South County Trailway, and represent continued investment into the Mario Cuomo Bridge and related multi-use path.

Rt. 119 Phase 1 Support: The Town of Greenburgh, Village of Tarrytown, Village of Elmsford, NYSDOT, NYMTC, and Westchester County Planning Department through the leadership of Assistant Commissioner Kelly Sheehan, are all supportive of improving Rt. 119 in this span. The Town of Greenburgh is in receipt of a letter received (attached) from Regional Director Lance MacMillan of the NYSDOT for the project. Residents in each of the communities participated in the Rt. 119 Complete Streets.

Additional context on nearby improvements:

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The news below is very exciting to hear and it is great to see continued investment into the wonderful bike path network associated with the Mario Cuomo Bridge and related multi-modal pathway. The project depicted in the rendering below is the recently announced \$13.9 project to occur in the neighboring Village of Tarrytown.

<https://www.governor.ny.gov/news/governor-hochul-announces-start-139-million-multimodal-project-over-thruway-westchester-county>



**Rt. 119 Dedicated Bike Path (Phase 1)
Design Funding Sought**

**Mario Cuomo Bridge
(Shared Bike/Pedestrian
Path) Complete**

**North/South County Trailway Existing,
Connection at Rt. 119 Complete**

**Location of recently
announced \$13.9
million I-287
overpass project**

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FY 2024 RAISE Project Information Form - All Fields Required

****DO NOT CHANGE FILE NAME, COPY/PASTE, OR PDF THIS DOCUMENT WHEN SUBMITTING TO AVOID PROCESSING ERRORS****

Field Name	Response	Instructions
Project Name	Rt. 119 Complete Street - Empire State Trail Connection	Enter a <u>concise, descriptive title</u> for the project. This should be the same title used in the Grants.gov SF-424 submission and the application narrative.
Project Description	The project will fund environmental studies, design and permitting associated with future dedicated bike path and complete street construction of a portion of NYS Rt. 119 connecting the Empire State Trail (South County Trailway - Hudson Valley Greenway Trail) to the Governor Mario M. Cuomo Bridge, Bridge Path.	Describe the project in plain English terms, using <u>no more than 100 words</u> . For example, "The project will fund construction activities for streetcar service from location X to location Y" or "the RAISE grant will redevelop Main street with Complete Streets enhancements, ADA accessible sidewalks, and dedicated bicycle paths from 10th street to 25th street."
RAISE Amount Requested	\$1,600,000	<u>Do not</u> describe the project's benefits, background, or alignment with the selection criteria in this description field. Enter the <u>total amount of RAISE funds requested</u> for this project in this application.
Total Project Cost	\$2,000,000	(See MOFO Section B.2 for minimum and maximum award size) Enter the <u>total cost of the project</u> . This should equal the sum of Total Federal Funding and Total Non-Federal Funding. <i>This value may not be less than the amount requested.</i> Total Project cost means future eligible costs. This cannot include any previously incurred costs.
Total Federal Funding	\$1,600,000	This Total should match the Total on the SF-424 item 18.g. Enter the <u>amount of funds committed to the project from ALL Federal sources including the proposed RAISE amount</u> . <i>This value may not be less than the amount requested.</i>
Total Non-Federal Funding	\$400,000	For applications designated as urban, Federal funding cannot exceed 80% of total project cost unless the project is located in a Historically Disadvantaged Community or an Area of Persistent Poverty as defined in the RAISE NOFO. For applications designated as rural, there is no limit to the share of Federal funding. Enter the <u>amount of funds committed to the project from non-Federal sources</u> .
Capital or Planning	Planning	For applications designated as urban, the total non-Federal funding amount must be greater than or equal to 20% of the total project cost, unless the project is located in a Historically Disadvantaged Community or an Area of Persistent Poverty as defined in the RAISE NOFO. For applications designated as rural, there is no minimum non-Federal share requirement. Identify the project as <u>capital</u> or <u>planning</u> . The "capital" designation is for projects that requesting funding for the construction of surface transportation capital infrastructure. <i>(Right-of-way acquisition is capital. Projects that include pre-construction AND right-of-way acquisition, but do not include construction activities will be classified as capital).</i> The "planning" designation is for projects that are requesting funding for planning, preparation, or design of eligible surface transportation capital projects.

2020 Census-designated Urban Area	New York-Jersey City-Newark, NY-NJ	<p>Select the Urban Area the project is located in using the drop down, or if the project is located outside an Urban Area please select "Not located in an Urban Area". Reference the "Urban or Rural Designation" tab in this file for assistance. For more information, see https://www.transportation.gov/RAISEgrants/urbanized-areas.</p> <p>Note: The RAISE 2024 urban/rural designation applies the updated 2020 Census urban areas which is a change from prior years.</p>
Urban/Rural	Urban	<p>Identify whether the project is located in a rural or urban area using the drop-down menu. For RAISE 2024, a project is designated as urban if it is located within (or on the boundary of) a Census-designated urban area that had a population greater than 200,000 in the 2020 Census. If a project is located outside a Census-designated urban area with a population greater than 200,000, it is designated as a rural project. Reference the "Urban or Rural Designation" tab in this file for assistance. For more information, see https://www.transportation.gov/RAISEgrants/urbanized-areas.</p> <p>If the project is located in an urban AND a rural area, select the appropriate designation based on where the majority of the project funds will be spent (e.g. 51% of project costs spent in the urban area = Urban designation).</p> <p>Note: The urban/rural designation is based on the <u>Urban Area</u>. It is <u>NOT</u> based on the city or county population count.</p>
Project Location Zip Code	10591	<p>Identify the 5-digit zip code of the project location. If the project is located in more than one zip codes, please identify the zip code in which the majority of the project is located. If the project is in a territory that does not have zip codes, leave this field blank.</p>
2020 Census County	NY - Westchester County	<p>Project location zip code is <u>NOT</u> the applicant organization zip code.</p> <p>Identify the county (or county equivalent) where the project is located in using the drop-down. If the project is located in more than one county, please identify the county in which the majority of the project is located.</p>
Additional 2020 Census Counties	N/A	<p>Identify additional counties separated by a comma. For instance, if the project additionally runs through Polk County and Butler County, please enter 'Polk County, Butler County' in the cell. If the project is in a territory that does not have county designations, leave this field blank.</p>
2020 Census Tract(s)	114.01, 111.01, 112	<p>Identify the census tract(s) the project is located in. For example, if the project is located in Census Tract 93.30, please enter '93.30' into the cell. The last zero may be missing from your response (e.g., 93.30 may display as 93.3). If the project is located in more than one census tract please identify all census tracts. For example, if the project is located in Census Tract 93.31, Census Tract 93.32, and Census Tract 94.03, please enter '93.31, 93.32, 94.03' into the cell.</p> <p>Please visit the USDOT's Grant Project Location Verification Tool (https://maps.dot.gov/BTS/GrantProjectLocationVerification/) to identify census tract(s).</p>
Project Located in an Area of Persistent Poverty?	No - Project is not located in an Area of Persistent Poverty	<p>Identify if the project is located in an Area of Persistent Poverty based on the definition in the NOFO. Please visit the USDOT's Grant Project Location Verification Tool (https://maps.dot.gov/BTS/GrantProjectLocationVerification/) to identify Areas of Persistent Poverty.</p>
Project Located in a Historically Disadvantaged Community?	No - Project is not located in a Historically Disadvantaged Community	<p>Identify if the project is located in a Historically Disadvantaged Community based on the definition in the NOFO. Please visit the USDOT's Grant Project Location Verification Tool (https://maps.dot.gov/BTS/GrantProjectLocationVerification/) to identify Historically Disadvantaged Communities.</p>
Project Location Latitude	41.06339	<p>Provide the project's latitude coordinates. For projects that are not located at a single set of coordinates, please provide a centralized set of coordinates. Tools such as Google Maps, Google Earth (https://earth.google.com/web) or GEOJSON (https://geojson.io/#map=2/0/20) are recommended to identify the project's coordinates.</p>

Project Location Longitude	-73.84312		Please provide the project's longitude coordinates. For projects that are not located at a single set of coordinates, please provide a centralized set of coordinates. Tools such as Google Maps, Google Earth (https://earth.google.com/web) or GEOJSON (https://geojson.io/#map=2/0/20) are recommended to identify the project's coordinates.
Project Type	Road - Complete Streets		Identify the Primary and Secondary project type combination that most closely aligns with your project from the choices in the drop-down menu. See the "Project Types" tab in this file for further information and project type definitions.
Anticipated FY24 RAISE Project Start Date	11/1/2024		Enter the month/day/year you anticipate your project to start. This should only refer to the start of the RAISE funded 'project' and not include any previously incurred activities or costs that will not be funded under the RAISE 'project'.
US DOT FY24 Discretionary Application?	N/A		If the applicant has or will submit this exact project to another FY 2024 USDOT discretionary grant program , please list the name of the program(s).
US DOT FY23 Reconnecting Communities and Neighborhood Grant Program Identical Application Submission?	No		If this exact project was submitted in the FY 2023 Reconnecting Communities and Neighborhoods Grant program , select "Yes" from the drop-down menu.
US DOT FY23 Reconnecting Communities and Neighborhood Program "Reconnecting Extra" Designation?			If your RAISE 2023 application was submitted in the FY2023 Reconnecting Communities and Neighborhood Grant program AND you were notified you received the designation of "Reconnecting Extra" , select "Yes" from the drop-down menu. If you are not sure, or this does not apply to you, please leave blank.
Previous Submission to TIGER/BUILD/RAISE			If this exact project was submitted in a previous TIGER, BUILD, or RAISE round , please list the name(s) of the round(s) (e.g. TIGER 2015, BUILD 2019, RAISE 2022, RAISE 2023).
Other Federal Agency Assistance?			If this project has applied for another Federal (non-USDOT) financial assistance or capacity-building program , please list the name of the program(s).
Tribal Government?	No		Select "Yes" from the drop-down menu if the applicant is a Federally recognized tribal government .
Tribal Benefits?	Not Applicable		If the applicant is not a Federally recognized tribal government , is the project located on tribal land? And if not, does it have direct tribal benefits? Answer using the drop-down menu.
Project include a Project Labor Agreement or other workforce agreements?	No		Select Yes or No if your project includes a Project Labor Agreement or any other workforce agreements.
Private Corporation Involvement	No		Does this project involve (a) private entity(ies) that will receive a direct and predictable financial benefit if the project is selected for award? This includes, but is not limited to, private owners of infrastructure facilities being improved and private freight shippers or carriers directly benefiting from completion of the proposed project.
Private Corporation Name(s)	N/A		If this project directly involves or benefits a specific private corporation , please list the corporation(s) separated by a comma.
TIFIA/RRIF?	No		Is the project currently, or does this project anticipate applying for Transportation Infrastructure Finance and Innovation Act (TIFIA) or Railroad Rehabilitation & Improvement Financing (RRIF) loans?
Department Financing Program?	No		See (https://www.transportation.gov/buildamerica/) for more details. If your application is unsuccessful, would you like to be contacted about the Department's financing program ?

ACT 15 - 2023

**HONORABLE BOARD OF LEGISLATORS
THE COUNTY OF WESTCHESTER**

DRAFT
IMAs ON FILE

Your Committee is in receipt of a communication from the County Executive recommending the enactment of an Act, which, if adopted by this Honorable Board, would authorize the County of Westchester (the "County") to enter into inter-municipal Agreements ("IMA"s) with 45 participating local municipalities for the implementation and operation of the County's Enhanced 911 service (hereinafter "E-911").

The County Executive has advised your Committee that since July 1993, E-911 service has been provided within Westchester County. This vital service has been enormously successful in providing necessary assistance to County residents in emergency situations. Among other things, the enhanced 911 feature provides the address from which calls are being made to assist dispatchers in the event the caller is unable to provide that information. Your Committee is advised that that while Carousel Industries of North America, Inc. ("Carousel") now provides installation and operation of Enhanced 911 Service equipment under contract with the County, Verizon New York, Inc. continues to provide installation and operation of the Enhanced 911 Service network (lines and trunks required) in accordance with tariff rates.

The County's IMAs with the forty-five local municipalities authorized by your Honorable Board by Act No. 183-2017 expired on September 30, 2022. I am now requesting that your Honorable Board adopt the attached Act that would authorize the renewal of these agreements for a new five (5) year term commencing on October 1, 2022.

The Department has advised that it will coordinate and manage the project for the County and act as the interface between the municipalities and the telephone company. The municipalities will be responsible for insuring, via appropriate verification of telephone company provided lists, that all housing units in its jurisdiction have a valid street name and number. They will also be responsible for designating which emergency providers (i.e. police, fire, EMS) serve each house. Those responsibilities will be specified in the individual IMAs which will also be used to designate the County to act as agent for the municipalities in their dealings with Carousel and to indemnify the County from any claims or liability from third parties due to actions of the municipalities or their employees.

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The Planning Department has advised that the IMAs do not meet the definition of an "action" under the State Environmental Quality Review Act ("SEQRA"), and its implementing regulations, 6 NYCRR, Part 617. Please refer to the Memorandum from the Department of Planning dated January 14, 2022, which is on file with the clerk of your Honorable Board. Therefore, no further environmental review is required. Your Committee concurs with this conclusion.

An affirmative vote of a majority of the voting strength of the Board is required for approval of the attached Act.

Accordingly, your Committee concurs with the County Executive's proposal and recommends that your Honorable Board adopt the annexed legislation authorizing the County to enter into individual IMAs with the 45 local municipalities for Enhanced-911 Service.

Dated: January 17th, 2023
White Plains, New York

Vedat Jafri
Stefano
James J. Ziller - Johnson
John Hill
Debbie
Celina Parker
Nancy Barr

Joe Alamo
Nancy Barr
John Hill
John Hill
John Hill
John Hill

COMMITTEE ON

c.mg10-26-22

Budget & Appropriations

Public Safety

Dated: January 17th, 2023
White Plains, New York

The following members attended the meeting remotely and approved this item out of Committee with an affirmative vote. Their electronic signature was authorized and is below.

Public Safety

Margaret A. Cunzio

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FISCAL IMPACT STATEMENT

SUBJECT: IMA w/ local Muni's for 911

NO FISCAL IMPACT PROJECTED

OPERATING BUDGET IMPACT

To Be Completed by Submitting Department and Reviewed by Budget

SECTION A - FUND

GENERAL FUND

AIRPORT FUND

SPECIAL DISTRICTS FUND

SECTION B - EXPENSES AND REVENUES

Total Current Year Expense \$ _____ -

Total Current Year Revenue \$ _____ -

Source of Funds (check one): Current Appropriations Transfer of Existing Appropriations

Additional Appropriations Other (explain)

Identify Accounts: _____

Potential Related Operating Budget Expenses: Annual Amount _____

Describe: _____

Potential Related Operating Budget Revenues: Annual Amount _____

Describe: _____

Anticipated Savings to County and/or Impact on Department Operations:

Current Year: _____

Next Four Years: _____

Prepared by: Donna Montera

Title: Director of Admin Services

Department: Information Technology

Date: December 19, 2022

Reviewed By: _____

[Signature]
Budget Director

Date: 12/19/22

2/15/23

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ACT NO. 15 – 2023

AN ACT to authorize the County of Westchester to enter into Intermunicipal Agreements with 45 local municipalities to implement and operate Enhanced 911 service and to address any liability issues associated with the operation thereof.

BE IT ENACTED by the Board of Legislators of the County of Westchester, as follows:

Section 1. The County of Westchester be and hereby is authorized to enter into Intermunicipal Agreements with each of the forty-five (45) municipalities set forth on the attached list, to provide for the implementation and operation of the Enhanced 911 Service and to address any liability issues associated with the operation thereof, for a term commencing on October 1, 2022 and terminating September 30, 2027.

Section 2. The County Executive or his authorized designee is hereby authorized and empowered to execute all instruments and take all action reasonably necessary and appropriate to effectuate the purposes hereof.

Section 3. This Act shall take effect immediately.

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SCHEDULE "A"

E-911 INTERMUNICIPAL AGREEMENTS
MUNICIPALITY/FIRE DISTRICT

1. ARDSLEY, VILLAGE
2. BEDFORD, TOWN
3. BRIARCLIFF MANOR, VILLAGE
4. BRONXVILLE, VILLAGE
5. BUCHANAN, VILLAGE
6. CORTLANDT, TOWN
7. CROTON-ON-HUDSON, VILLAGE
8. DOBBS FERRY, VILLAGE
9. EASTCHESTER, TOWN
10. ELMSFORD, VILLAGE
11. FAIRVIEW FIRE DISTRICT
12. GREENBURGH, TOWN
13. HARRISON, TOWN
14. HARTSDALE FIRE DISTRICT
15. HASTINGS-ON-HUDSON, VILLAGE
16. IRVINGTON, VILLAGE
17. LARCHMONT, VILLAGE
18. LEWISBORO, TOWN
19. MAMARONECK, TOWN
20. MAMARONECK, VILLAGE
21. MT. KISCO, VILLAGE
22. MT. PLEASANT, TOWN
23. MT. VERNON, CITY
24. NEW CASTLE, TOWN
25. NEW ROCHELLE, CITY
26. NORTH CASTLE, TOWN
27. NORTH SALEM, TOWN
28. SLEEPY HOLLOW, VILLAGE
29. OSSINING, TOWN
30. OSSINING, VILLAGE
31. PEEKSKILL, CITY
32. PELHAM MANOR, VILLAGE
33. PELHAM, VILLAGE
34. PLEASANTVILLE, VILLAGE
35. PORT CHESTER, VILLAGE
36. POUND RIDGE, TOWN
37. RYE, CITY
38. RYEBROOK, VILLAGE
39. SCARSDALE, VILLAGE
40. SOMERS, TOWN
41. TARRYTOWN, VILLAGE
42. TUCKAHOE, VILLAGE
43. WHITE PLAINS, CITY
44. YONKERS, CITY
45. YORKTOWN, TOWN

STATE OF NEW YORK)
)
WESTCHESTER COUNTY) ss.

I HEREBY CERTIFY that I have compared the foregoing Act, Act No. 15 - 2023, with the original on file in my office, and that the same is a correct transcript therefrom, and of the whole, of the said original Act, which was duly adopted by the County Board of Legislators, of the County of Westchester on January 23, 2023, and approved by the County Executive on January 27, 2023.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Corporate Seal of said County Board of Legislators on this 30th day of January, 2023.



Malika Vanderberg

The Clerk of the Westchester County
Board of Legislators

County of Westchester, New York



THIS AGREEMENT made this ___ day of _____, 20__ by and between:

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

and

THE 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 (hereinafter referred to as the "Municipality")

WITNESSETH:

WHEREAS, the County currently has a contract with Carousel Industries of North America, Inc. (hereinafter referred to as the "Carousel Industries"), for the installation and operation of Enhanced 911 Service equipment; and

WHEREAS, the County is currently receiving services from Verizon for the installation and operation of Enhanced 911 Service network (lines and trunks required); and

WHEREAS, by Act No. 15-2023, the Board of Legislators authorized the County Executive to enter into this Agreement and into similar agreements with 44 other local municipalities for the provision of Enhanced 911 Service for a five (5) year term commencing on October 1, 2022 and continuing through September 30, 2027; and

NOW, THEREFORE, it is mutually agreed by and between, the parties hereto as follows:

1. **Public Safety Answering Points (PSAP's).**

(a) Municipality will staff and operate a primary Public Safety Answering Point at its Police Headquarters or

(b) Municipality will contract with the Appropriate State Police Agency or another Municipality to staff and operate a primary Public Safety Answering Point (whichever is appropriate) and if appropriate

(c) Municipality will staff and operate a Public Safety Answering Point at its Fire or Police Department Headquarters or

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(d) Municipality will contract with the appropriate Fire District or Police Department to staff and operate a Public Safety Answering Point and

(e) Municipality will be solely responsible for the cost and expense of providing the necessary space, heat, electricity, air conditioning, water, furniture, furnishings and remodeling, if any, for the primary and secondary PSAP's they operate or contract for as specified in Exhibit A attached hereto and a part hereof and

(f) County will staff and operate Public Safety Answering Points at the County Fire Control and Training Center in Valhalla and the County Public Safety Headquarters in Hawthorne. County will be solely responsible for the cost and expense of providing the necessary space, heat, electricity, air conditioning, water, furniture, furnishings and remodeling, if any, for these County operated PSAP's.

2. **Network and Terminal Equipment.**

The network (lines and trunks required) for the E911 system will be installed and maintained by Verizon at the sole cost and expense of County, while the terminal equipment will be installed and maintained by Carousel at the sole cost and expense of the County. In addition to responsibility for these non-recurring costs, County will be solely responsible for the cost and expense of the monthly rates and charges for all associated exchange services and private line service (including mileage charges), as contained in Verizon's tariff as in effect from time to time. Any E911 equipment leased by County will remain the property of County. The County intends to continue to recover all non-recurring and monthly charges by continuing to impose a surcharge on all telephone customers in the County as permitted by State Legislation and County Legislation.

3. **Personnel.**

(a) Municipality will staff its Public Safety Answering Points with its own employees or contract for same. They will be responsible for receiving E911 calls; deciding what emergency services to dispatch; dispatching them; and/or, in appropriate cases, transferring calls to other PSAP's. Municipality will be solely responsible for the acts and omissions, if any, of its employees or contractors in the operation of Public Safety Answering Points and will not hold County liable therefor. Sufficient personnel will be provided or contracted for by Municipality to handle incoming calls adequately 24 hours per day, every day of the year.

(b) County will staff its Public Safety Answering Points with its own employees. They will be responsible for receiving calls appropriate transferred by other PSAP's, deciding what emergency services are to be dispatched; dispatching them; and/or, in appropriate cases, transferring calls to other PSAP's. County will be solely responsible for the acts and omissions, if any, of its employees in the operation of its Public Safety Answering Points and will not hold Municipality liable therefor. Sufficient personnel will be provided by County to handle incoming calls adequately 24 hours per day, every day of the year.

(c) County will also staff the position of E911 Coordinator with its own employee. The Coordinator will be responsible for working with Liaisons appointed by each Municipality to implement, maintain and enhance the E911 system. The Coordinator will be responsible for directing the efforts of Municipal Liaisons in providing Company with street names and numbers, and emergency services providers for each Municipality including updates of same.

The Coordinator will also schedule all training of PSAP operators, to be conducted by Carousel Industries, on how to operate the E911 equipment and system. County will be solely responsible for the acts and omissions, if any, of its employee, while acting as the E911 coordinator and will not hold Municipality liable therefor.

4. **System Integrity.**

(a) Municipality shall have the responsibility of discovering all errors, defects and malfunctions and assumes the duty of and will make such tests as, in the judgment of Municipality, are required to determine whether the E911 system is functioning properly at PSAPs. Municipality shall promptly notify County and Carousel Industries in the event the system is not functioning properly.

(b) County shall have the responsibility of discovering all errors, defects and malfunctions and assumes the duty of and will make such tests as, in the judgment of County, are required to determine whether the E911 system is functioning properly at its PSAPs, County shall promptly notify Carousel Industries and Municipality in the event the system is not functioning properly.

5. **Use of 60 Control.**

The primary PSAP (Municipality) shall answer the E911 phone lines in the following manner: "Nine-One-One (911) what is the emergency?" If the call is a primary fire or EMS related

request and 60-Control (The Westchester County Department of Emergency Services' Emergency Communications Center (ECC)) dispatches local Fire and/or EMS (Ambulance) Service, the primary PSAP will tell the caller to "stay on the line" and immediately transfer the ANI/ALI data and conference the caller to 60 Control or other appropriate secondary PSAP. The primary PSAP may stay on the line to collect and request specific information from the caller if needed. This process will avoid any potential delays in dispatching the appropriate first response, fire or EMS personnel. If a caller is contacting the PSAP via a seven digit (administrative) line and they are calling for a fire or EMS related emergency, the PSAP shall conference the caller with the appropriate secondary PSAP.

6. **Insurance and Indemnification.** In addition to, and not in limitation of the insurance provisions contained in Schedule "B" of this Agreement, the Municipality agrees:

(a) to indemnify, hold harmless and defend the County against any and all liability, loss, damage, claim, suit or expense of any kind which the County may directly or indirectly incur, suffer or be required to pay by reason or in consequence of the fault, failure, omission or negligence of Municipality to carry out its duties under this Agreement.

(b) The County agrees to indemnify, hold harmless and defend the Municipality against any and all liability, loss, damage, claim, suit or expense of any kind which the Municipality may directly or indirectly incur, suffer or be required to pay by reason or in consequence of the fault, failure, omission or negligence of the County, its officers, agents and/or employees, including the failure of the County to carry out its duties under this Agreement.

(c) If a claim or action is made or brought against either party for which the other party may be responsible hereunder in whole or in part, such other party shall be immediately notified and shall be permitted to participate in the handling or defense of such matter.

(d) Neither party shall be held in any way responsible to the other party for damages to the E911 System or interference with the services provided under this Agreement resulting from acts of God or other acts which are without the direct control of either party.

7. **Term.**

This Agreement shall commence on October 1, 2022 and terminate September 30, 2027.

8. **Offer and Contract Voidable.**

(a) If this Agreement has not been signed by the Municipality at a time when any one of the other municipalities in Schedule "A" should refuse to execute an agreement similar to the

one herein, or if the County refuses to execute the above-described agreement with Carousel Industries or Verizon, the County may withdraw its offer to execute the agreement herein with the Municipality. Upon written notification by the County to the Municipality that the County is withdrawing its offer due to one of the reasons described herein, this offer shall immediately become void.

(b) If this Agreement has been signed by the Municipality prior to a time when any one of the other municipalities in Exhibit "A" should negotiate and execute an agreement similar but modified to the one herein, or if the County refuses to execute the above-described agreement with Carousel Industries, or if the County terminates its agreement with Carousel Industries, the parties hereto agree that the Municipality shall be given the opportunity to amend this agreement with regard to the modified terms.

9. **Non-Emergency Communication System.**

In the event a non-emergency communication system is implemented and utilized in the County, which system will allow callers to access local public safety departments by dialing a three digit telephone number, the Municipality expressly agrees to participate in such a system and to apply this Agreement to the introduction and operation of the non-emergency communication system.

10. **Termination.**

The County may terminate this Agreement upon thirty (30) days notice to the Municipality. The Municipality may terminate this Agreement, with the prior written consent of the County, upon sixty (60) days notice and a showing by the Municipality that an alternative means is being provided.

11. **Assignment of Agreement.**

This Agreement may not be assigned or transferred by the Municipality without first having obtained written approval thereof by the County.

12. **Conflicts of Interest.**

This Agreement is subject to the provisions of Article 18 of the General Municipal Law of the State of New York, as amended.

13. **Independent Contractor.**

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(a) The Municipality agrees that it is and at all times shall be deemed an independent contractor and shall not, in any manner whatsoever, by its actions or deeds commit the County to an obligation irrespective of the nature thereof, and Municipality shall not at any time or for any purpose be deemed an employee of the County.

(b) It is further understood and agreed that no agent, servant or employee of the Municipality shall, at any time or under any circumstances, be deemed to be an agent, servant or employee of the County.

14. **Entire Agreement.**

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

15. **Invalidity.**

The parties intend all provisions of this Agreement to be in conformity with the laws of the State of New York and in the event that any court of competent jurisdiction shall rule to the contrary, this entire agreement shall become null and void.

16. **Applicable Law.**

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

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

THE COUNTY OF WESTCHESTER

By _____
(Name and Title)

MUNICIPALITY:

By _____
(Name and Title)

Approved by the Westchester County Board of Legislators by Act No. 15-2023 on the 23rd day of January, 2023.

Approved

Assistant County Attorney
The County of Westchester

9

ACKNOWLEDGMENT

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

On the _____ day of _____ in the year 20____ before me, the undersigned, personally appeared _____, 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
(MUNICIPAL CORPORATION)

I, _____,
(Officer other than officer signing contract)

certify that I am the _____ of
(Title)
the _____
(Name of Municipal Corporation)

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

(Person executing agreement)

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

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

of the Municipal Corporation and that said agreement was duly signed for and on behalf of said
Municipal Corporation by authority of its governing 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)

On the _____ day of _____ in the year 20__ before me, the undersigned, a
Notary Public in and for said State, _____ personally appeared,
personally known to me or proved to me on the basis of satisfactory evidence to be the officer
described in and who executed the above certificate, who being by me duly sworn did depose
and say that he/she resides at _____,
and he/she is an officer of said corporation; that he/she is duly authorized to execute said
certificate on behalf of said corporation, and that he/she signed his/her name thereto pursuant to
such authority.

Notary Public
Date

9

SCHEDULE "A"

E-911 INTERMUNICIPAL AGREEMENTS
MUNICIPALITY/FIRE DISTRICT

1. ARDSLEY, VILLAGE
2. BEDFORD, TOWN
3. BRIARCLIFF MANOR, VILLAGE
4. BRONXVILLE, VILLAGE
5. BUCHANAN, VILLAGE
6. CORTLANDT, TOWN
7. CROTON-ON-HUDSON, VILLAGE
8. DOBBS FERRY, VILLAGE
9. EASTCHESTER, TOWN
10. ELMSFORD, VILLAGE
11. FAIRVIEW FIRE DISTRICT
12. GREENBURGH, TOWN
13. HARRISON, TOWN
14. HARTSDALE FIRE DISTRICT
15. HASTINGS-ON-HUDSON, VILLAGE
16. IRVINGTON, VILLAGE
17. LARCHMONT, VILLAGE
18. LEWISBORO, TOWN
19. MAMARONECK, TOWN
20. MAMARONECK, VILLAGE
21. MT. KISCO, VILLAGE
22. MT. PLEASANT, TOWN
23. MT. VERNON, CITY
24. NEW CASTLE, TOWN
25. NEW ROCHELLE, CITY
26. NORTH CASTLE, TOWN
27. NORTH SALEM, TOWN
28. SLEEPY HOLLOW, VILLAGE
29. OSSINING, TOWN
30. OSSINING, VILLAGE
31. PEEKSKILL, CITY
32. PELHAM MANOR, VILLAGE
33. PELHAM, VILLAGE
34. PLEASANTVILLE, VILLAGE
35. PORT CHESTER, VILLAGE
36. POUND RIDGE, TOWN
37. RYE, CITY
38. RYEBROOK, VILLAGE
39. SCARSDALE, VILLAGE
40. SOMERS, TOWN
41. TARRYTOWN, VILLAGE
42. TUCKAHOE, VILLAGE
43. WHITE PLAINS, CITY
44. YONKERS, CITY
45. YORKTOWN, TOWN

9

SCHEDULE "B"
STANDARD INSURANCE PROVISIONS
(Municipality)

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

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

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

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

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

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

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

- 9
- a) Workers' Compensation and Employer's Liability. Certificate form C-105.2 or State Fund Insurance Company form U-26.3 is required for proof of compliance with the New York State Workers' Compensation Law. State Workers' Compensation Board form DB-120.1 is required for proof of compliance with the New York State Disability Benefits Law. Location of operation shall be "All locations in Westchester County, New York."

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

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

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

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

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

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

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

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

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

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

9

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

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

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

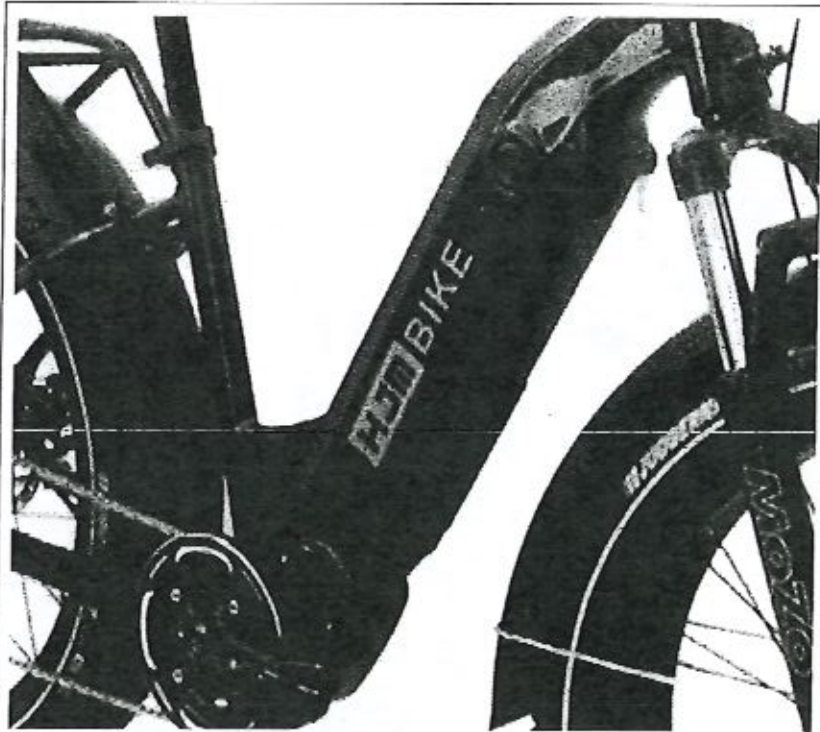


HJM BIKE
Daily Commuting

Joyride Step-Thru eBike can also be used for daily commuting. It provides a faster and more efficient way to travel medium to long distances, especially in areas with heavy traffic or limited parking. The electric motor assists with pedaling, reducing the effort required and allowing you to arrive at your destination without breaking a sweat.

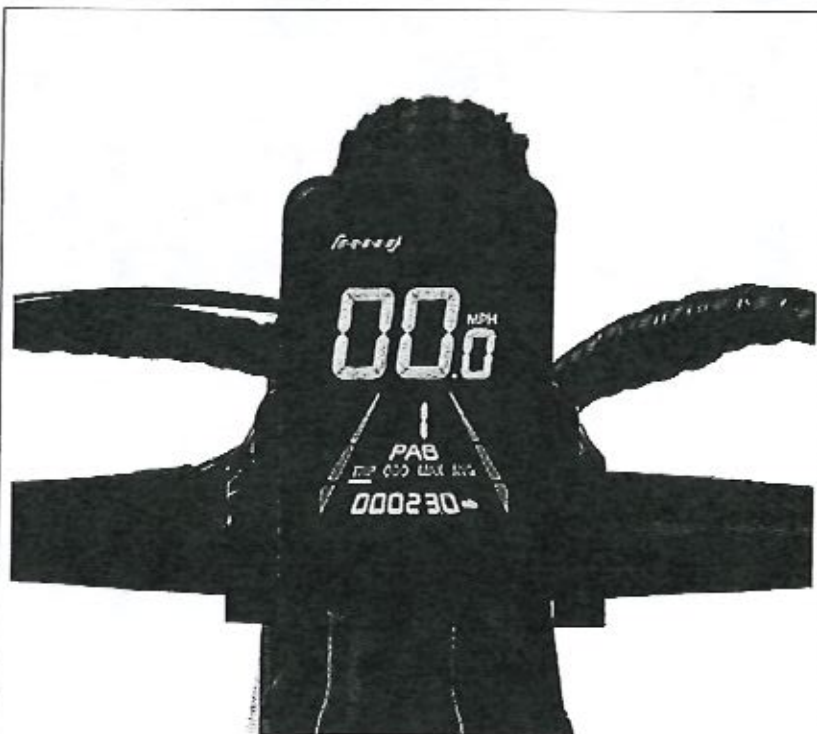
HJM BIKE
Off-Road Adventure

Joyride Step-Thru eBike is designed to handle rough terrain, making them ideal for off-road adventures. It can tackle trails, dirt paths, and even rocky or muddy terrain with ease. It also enable you to explore nature and outdoor areas that may be inaccessible by vehicles such as forest paths, or coastal routes.



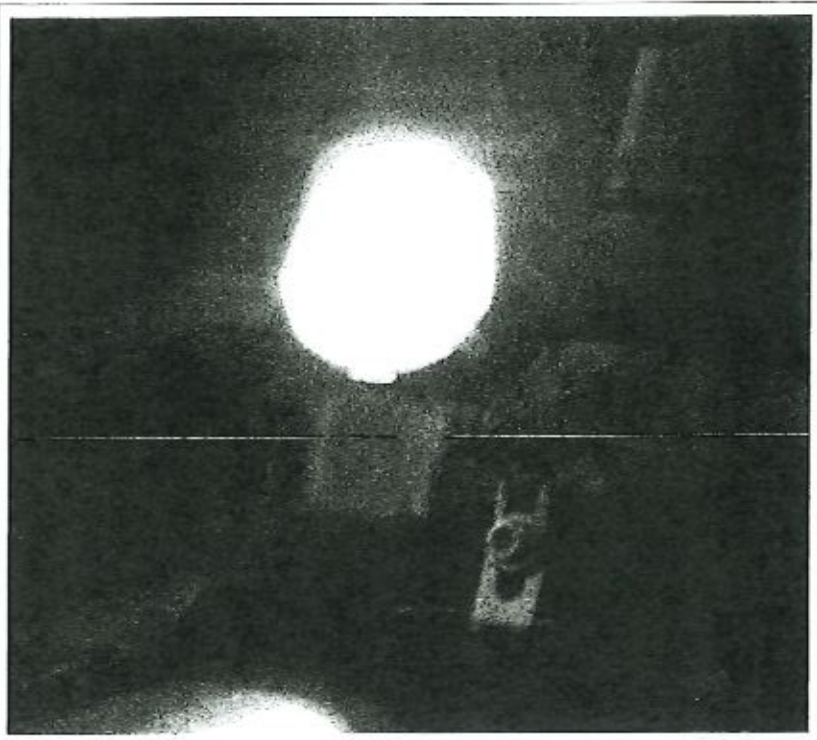
Built-in Battery

The battery is seamlessly incorporated into the frame, giving the eBike a sleek and cohesive look. It also provides better protection against external elements such as weather conditions, contributing to improved durability and reliability.



Full-color LCD Display

The color screen and LCD backlight enhance the overall visual experience by offering clear and vibrant visuals, making it significantly easier to read and understand at night or in bright sunlight. The IP64 waterproof and dust-proof construction ensures the screen remains in good condition even when exposed to water splashes or dusty environments.



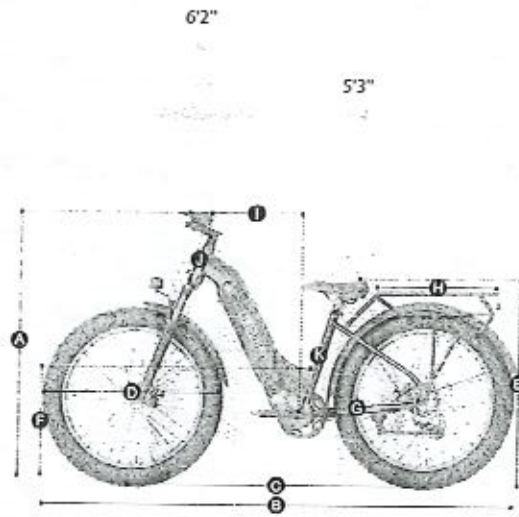
Safety First

Your safety is our top priority. That's why we have incorporated essential safety features into our design. The integrated LED headlights and taillights enhance visibility and safety during nighttime or low-light riding conditions. The taillight is equipped with a brake indicator, alerting others of your deceleration for added safety. The puncture-resistant tires come with reflective sidewalls, providing an extra layer of safety for your night rides.

Technical Specification

X

Battery	48V 20Ah (960Wh) LG cells.
Brake callipers	Tektro mechanical disc brake
Motor	48V 750W Bafang Geared Hub Motor
Chain	KMC C7HP
Throttle	Twist throttle
Fenders	Black PVC front and rear
USB ports	5V
Fork	Aluminum Alloy Integrated suspension front fork
Headlight	400LM
Frame	6061 aluminum alloy
Tail Light	Integrated light
Freewheel	Shimano 7 speed RD-M310
Spokes	17-gauge stainless steel
Handlebars	Custom formed aluminum
Charger	48V3A
Kickstand	Single-leg aluminum alloy
Pedal Assist	Intelligent 6 level pedal assists
Pedals	Wellgo mountain type
Recommended Rider Height	Above 5'3"
Rims	Alloy, Star Circle, 38H
Total Payload Capacity	400 lbs
Saddle	Leather comfort seat
N.W.	83.8 lbs
Seat post	Promax \$318*350MM
Tires	26x4.0 Kenda all-terrain tires with reflective patches and puncture-proof



- A Handlebar height 44.1"
- B Total length 76"
- C Wheelbase 47.2"
- D Wheel Size 26" x 4.0"
- E Seat Height 31.6"-40.6"
- F Stand Over Height 19.3"
- G Chain Stay Length 20.0"
- H Rear Rack 20"
- I Handlebar Reach 18"
- J Head Tube 6.7"
- K Seat Tube length 17.7"

Distance Range

PEDAL-ASSIST

PAS	Standard Range
1	141 Miles
2	87 Miles
3	70 Miles
4	47 Miles
5	31 Miles

THROTTLE ONLY




Standard Range
30 Miles

*The above data is calculated based on a load of 185lbs, zero wind resistance, and a temperature of 20°C, with no uphill conditions.



IBM SuperMap-Data/Bike from Data/Model/Map. But for the bike designed to provide a reliable and efficient mode of transportation in daily commutes and leisure rides, equipped with wide and grippy tires, the bike offers exceptional traction and stability on a variety of surfaces, including sand, gravel, snow and uneven trails. It offers you in comfort all the latest tools and supplies for all your destinations and activities. The bike's design guarantees accessibility, ease of use and rider control, making it a popular choice by commuters, leisure riders, and those seeking a more eco-friendly and approachable cycling experience. Whether you're embarking on a mountain trail, exploring forest paths, or cruising through the city, the SuperMap-Data bike is designed to handle it all.

Recommended for you

 <p>Tuluo Moped Style Retro Cruiser Fat Tire Electric Motorbike ★★★★★ \$1599</p>	 <p>Trenner Wagon Long Tail Cargo E-bike ★★★★★ \$1199</p>	 <p>Trihauer Cargo Fat ★★★★★ \$1899</p>
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<p>Extra Wide Saddle Seat With Backrest ★★★★★ \$89</p>	<p>HD Wide-Angle Rearview Mirrors (Pair) ★★★★★ \$55</p>	<p>Adjustable Mirrors(E) ★★★★★ \$49</p>
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1. The product is not suitable for use on roads.
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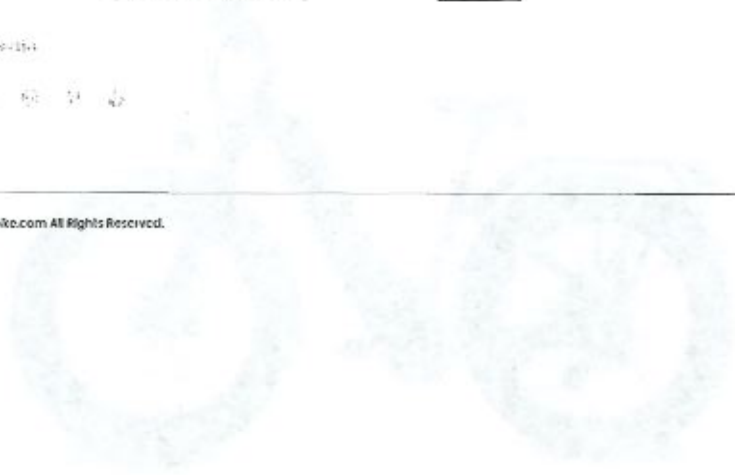
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Joyrider Step-Thru Fat Tire Ebike

1 review (1 review)

SKU: A3LT1

~~\$1,499~~

Save \$900 (38%)

Starting at \$84/mo or 0% APR with affirm. See if you qualify

EXTRA \$100 OFF	Buy 2 E-bikes Automatic discount at checkout
------------------------	--

Color And Model: Onyx Black


- Onyx Black
- Graphite Gray
- Black & Black / High-Step & Step-Thru
- Gray & Gray / High-Step & Step-Thru
- Black & Gray / High-Step & Step-Thru
- Gray & Black / High-Step & Step-Thru

Size: 26" (Recommended Height is 5'3")

- 26" (Recommended height is 5'3")
- 24" (Recommended height is 5')

Select add-ons

 Heavy Duty Cargo Trailer
\$299

 Waterproof Outdoor Bicycle Cover
\$49

Anti-theft Bike U-Lock with Security Steel Cable

11


-  \$69
-  Adjustable Classic Rearview Mirror (Pair)
\$49
-  360° Swivel Tilt eBike Phone Mount
\$39


-  Lightweight Road Cycling Helmet
\$49

-  48V20Ah UL-certified Battery
\$749

-  5 Modes Super Bright Rechargeable Bicycle Light
\$59

-  Extra Wide Saddle Seat
\$59

-  Multifunctional Bike Handlebar Storage Roll Bag
\$29

-  Intelligent Alarm Brake Lock
\$69

1 

Ships Within 2-3 business days.

Free Accessories Included: Rear Rack & Full Fender.

Free Shipping Return & Refund Policy 2-Year Warranty


750W (peak 1000W)
 Dukung Cleared Hub Motor

Up to 80 Miles
 Average Range


48V 20Ah
 LG Battery

400lbs
 Maximum Load


26x4"/24x4"
 FOL 594

28Mph
 Maximum Speed

Add to cart

