

**VILLAGE OF TARRYTOWN  
BOARD OF TRUSTEES  
WORK SESSION 6:00 P.M.  
WEDNESDAY, MAY 31, 2023  
Tarrytown Village Hall  
One Depot Plaza, Tarrytown, New York**

Members of the public may attend in person or remotely. For those members of the public interested in viewing the meeting remotely visit:  
<https://www.tarrytownny.gov/home/events/42181> for instructions on how to view via Zoom.

Action Item – Budget Transfers

Open Session

1. Board of Trustees Concerns
2. Discussion – Conceptual Legislation to Regulate Vacant Business Space in the Downtown District
3. Speed Humps – Lower Crest
4. Discussion – Lagana Field
5. Discussion – Kayak Launch on Hudson River
6. Annual Liability Insurance Renewals
7. IMA – Westchester County for Day Camp
8. Renewal TVAC Agreement
9. Request – Letter of Support for State and Local Clean Energy Partnership Act

Executive Session

- A. Personnel Matter
- B. Appointment of Recreation Pool Staff



**ACTION ITEM**

Resolution to Authorize Interfund Transfers for FY 2019-2020, FY 2020-2021, and FY 2021-2022:

BE IT RESOLVED that the Board of Trustees of the Village of Tarrytown hereby authorizes the following interfund transfers from Unassigned Fund Balance to the Capital Fund to cover unplanned expenses as per adopted budgets for Fiscal Year 2019-2020, Fiscal Year 2020-2021, and Fiscal Year 2021-2022, in the following amounts:

FY 2019-2020    \$190,000

FY 2020-2021    \$200,000

FY 2021-2022    \$200,000

**Total Transfer: \$590,000**

Village of Tarrytown  
2019 - 2020 Adopted Budget

INTERFUND TRANSFERS ACCOUNT	ACTUAL EXPENDED 2017-18	ADOPTED BUDGET 2018-19	ADOPTED BUDGET 2019-20	DESCRIPTION
A-9912.900 Transfer to Library Fund	807,767	821,729	865,825	Village share of library operations.
A-9916.900 Transfer to Water Fund	0	0	0	
A-9930.900 Transfer to Capital Fund	0	100,000	190,000	Transfer for unplanned capital projects
Total Interfund Transfers	807,767	921,729	1,055,825	

DEBT SERVICE SERIAL BONDS ACCOUNT	ACTUAL EXPENDED 2017-18	ADOPTED BUDGET 2018-19	ADOPTED BUDGET 2019-20	DESCRIPTION
600 Principal	2,120,811	2,351,737	2,726,845	Principal on serial bonds.
700 Interest	1,179,883	1,111,947	1,284,686	Interest on serial bonds.
Total Serial Bonds	3,300,694	3,463,684	4,011,531	

BOND ANTICIPATION NOTES ACCOUNT	ACTUAL EXPENDED 2017-18	ADOPTED BUDGET 2018-19	ADOPTED BUDGET 2019-20	DESCRIPTION
600 Principal	0	0	0	Principal on bond anticipation notes.
700 Interest	0	0	0	Interest on bond anticipation notes.
Total Bond Anticipation Notes	0	0	0	

TAX ANTICIPATION NOTES ACCOUNT	ACTUAL EXPENDED 2017-18	ADOPTED BUDGET 2018-19	ADOPTED BUDGET 2019-20	DESCRIPTION
600 Principal	0	0	0	Principal on tax anticipation notes.
700 Interest	0	0	0	Interest on tax anticipation notes.
Total Tax Anticipation Notes	0	0	0	



Village of Tarrytown  
 2020 - 2021 Adopted Budget

INTERFUND TRANSFERS	ACTUAL EXPENDED 2018-18	ADOPTED BUDGET 2019-20	ADOPTED BUDGET 2020-21	DESCRIPTION
<b>ACCOUNT</b>				
A-9912.900 Transfer to Library Fund	821,729	863,825	823,989	Village share of library operations.
A-9916.900 Transfer to Water Fund	0	0	0	
A-9950.900 Transfer to Capital Fund	1,790,843	190,000	200,000	Transfer for unplanned capital projects
<b>Total Interfund Transfers</b>	<b>2,552,572</b>	<b>1,053,825</b>	<b>1,023,989</b>	
<b>DEBT SERVICE</b>				
<b>SERIAL BONDS</b>				
<b>A-9710</b>				
<b>ACCOUNT</b>				
600 Principal	2,859,655	2,726,845	2,650,191	Principal on serial bonds.
700 Interest	1,112,824	1,284,696	1,200,867	Interest on serial bonds.
<b>Total Serial Bonds</b>	<b>3,966,159</b>	<b>4,011,541</b>	<b>3,851,158</b>	
<b>BOND ANTICIPATION NOTES</b>				
<b>A-9730</b>				
<b>ACCOUNT</b>				
600 Principal	0	0	0	Principal on bond anticipation notes.
700 Interest	0	0	0	Interest on bond anticipation notes.
<b>Total Bond Anticipation Notes</b>	<b>0</b>	<b>0</b>	<b>0</b>	
<b>TAX ANTICIPATION NOTES</b>				
<b>A-9760</b>				
<b>ACCOUNT</b>				
600 Principal	0	0	0	Principal on tax anticipation notes.
700 Interest	0	0	0	Interest on tax anticipation notes.
<b>Total Tax Anticipation Notes</b>	<b>0</b>	<b>0</b>	<b>0</b>	

Village of Tarrytown  
2021 - 2022 Adopted Budget

INTERFUND TRANSFERS ACCOUNT	ACTUAL EXPENDED 2019-2020	ADOPTED BUDGET 2020-21	ADOPTED BUDGET 2021-22	DESCRIPTION
A-9912.900 Transfer to Library Fund	865,825	825,939	873,573	Village share of library operations.
A-9916.900 Transfer to Water Fund	0	0	0	
A-9950.900 Transfer to Capital Fund	0	200,000	200,000	Transfer for unplanned capital projects
<b>Total Interfund Transfers</b>	<b>865,825</b>	<b>1,025,939</b>	<b>1,073,573</b>	

DEBT SERVICE SERIAL BONDS ACCOUNT	ACTUAL EXPENDED 2019-2020	ADOPTED BUDGET 2020-21	ADOPTED BUDGET 2021-22	DESCRIPTION
600 Principal	2,709,891	2,650,191	2,815,043	Principal on serial bonds.
700 Interest	1,273,840	1,200,967	1,172,551	Interest on serial bonds.
<b>Total Serial Bonds</b>	<b>3,983,731</b>	<b>3,851,158</b>	<b>3,987,594</b>	

BOND ANTICIPATION NOTES ACCOUNT	ACTUAL EXPENDED 2019-2020	ADOPTED BUDGET 2020-21	ADOPTED BUDGET 2021-22	DESCRIPTION
600 Principal	0	0	0	Principal on bond anticipation notes.
700 Interest	0	0	0	Interest on bond anticipation notes.
<b>Total Bond Anticipation Notes</b>	<b>0</b>	<b>0</b>	<b>0</b>	

TAX ANTICIPATION NOTES ACCOUNT	ACTUAL EXPENDED 2019-2020	ADOPTED BUDGET 2020-21	ADOPTED BUDGET 2021-22	DESCRIPTION
600 Principal	0	0	0	Principal on tax anticipation notes.
700 Interest	0	0	0	Interest on tax anticipation notes.
<b>Total Tax Anticipation Notes</b>	<b>0</b>	<b>0</b>	<b>0</b>	



*Memorandum*

TO: Village Board of Trustees  
Richard Slingerland  
Alissa Fasman

FROM: Kathy Zalantis

DATE: May 25, 2023

RE: Storefront Vacancies

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Regarding this Board's questions about potential ways to address storefront vacancies, I reviewed other municipal ordinances that address this issue.

The underlying framework of some of these ordinances is the creation of a registry of vacant storefronts. It appears that the goals of these ordinances is to make it easier to identify vacant space (with the goal to re-lease the spaces) and to mandate specific maintenance requirements for vacant spaces. For an example of this type of legislation, see the attached Code from Arlington, Massachusetts that contains both a financial waiver and a temporary art waiver provision (that language is highlighted for case of reference).

Other ordinances mandate that vacant storefronts contain window displays (consisting of preapproved graphics, fire art, sculpture or photography) but do not require a registry or contain maintenance requirements. Examples of these types of ordinances are from the Village of Floral Park and the Village of Port Jefferson.

Depending on the Village's goals, if you want to consider enacting similar legislation that creates a registry, imposes maintenance requirements and/or allows for temporary art displays, the following are some common themes in the ordinances that this Board should consider:

- (1) Purposes of the ordinance: The ordinances' intent sections specified goals of reducing the number of vacant commercial storefronts, better identifying and accounting for unoccupied properties and/or addressing ill effects from such vacancies (vandalism, squatting, blight, etc.)
- (2) Defining a "vacancy":
  - a. Establishing a period of time (i.e. 30 days, 45 days, 90 days, etc.);
  - b. Specifying the municipal official that makes determination;



- c. Excluding certain situations from the definition (such as renovation and construction periods).
- d. Limit to ground floor (or extend to entire building)

(3) Registering a vacancy

- a. When does the requirement to register come into effect?
- b. Need to address foreclosure situation
- c. No registration required if active building permit
- d. Registration fee

(4) Waiver/exemption of fee

- a. Hardship – based upon stated requirements (as determined by the Board) to prove hardship
- b. Temporary Art Exhibitions – some of the ordinances provided waivers in exchange for property owners providing temporary art activations in their storefronts, which art needed to be approved in advance by a municipal department. Attached hereto is an example from Arlington, Massachusetts that allowed for an art waiver (see highlighted language).

(5) Requirements to maintain a registered vacancy:

- a. Maintenance of structure (preserve physical integrity of the structure, foundation, preventing leaks, maintaining roof, etc.)
- b. Maintenance of surrounding (free from garbage, debris and rodents, unclogging gutters and drains)
- c. Maintenance of exterior (maintain landscaping, removal of trash debris, removing graffiti, preserving integrity of paint and finishes, maintaining gutters and drains, etc.)
- d. Posting of signs (in a “conspicuous location protected from the weather” that provides owner/landlord information)

(6) Shut off utilities not necessary for building maintenance.

(7) Fine for failing to register or failure to comply with maintenance requirements

(8) Boarding up requirements (must blend with color scheme)

determinations. Failure to issue rules and regulations will not have the effect of suspending or invalidating this By-law.

**Section 7. Severability Clause**

If any provision of this By-law is declared unconstitutional or illegal by final judgment, order or decree of the Supreme Judicial Court of the Commonwealth, the validity of the remaining provisions of this By-law shall not be affected thereby.

**Section 8. Relationship to Other Laws**

Nothing in this By-law shall be construed to restrict, amend, repeal, or otherwise limit the application or enforcement of existing Town of Arlington By-laws or laws of the Commonwealth of Massachusetts.

**ARTICLE 17**  
**VACANT STOREFRONT MAINTENANCE REGISTRY**  
*(ART. 6, STM – 10/19/16; ART. 11, STM – 5/02/18)*

**Section 1 Findings and Purposes.**

The purposes of this bylaw are to protect the welfare and economic vitality of the residents of the Town of Arlington by protecting property values, maintaining neighborhood integrity and accessibility, safeguarding against economic property blight, protecting Town resources, and ensuring the safe and sanitary maintenance of commercial and industrial vacant properties. Among other things, vacant commercial and industrial properties can degrade the vitality of Arlington's business districts, frustrate local planning and development efforts, create increased specific risks of fire damage, vandalism and unlawful entry or uses, and give rise to other public health and safety hazards. This bylaw is intended to promote the Town's public welfare and economic health by requiring all property owners to register and properly maintain vacant commercial and industrial properties.

**Section 2. Definitions.**

As used in this article, the following terms shall have the meanings indicated:

"Building Inspector" - The Building Inspector of the Town of Arlington or the Inspector's designee.



"Legally Occupied" - Occupied in accordance with the provisions of the Massachusetts Building Code.

"Owner" - A person or entity who, alone or severally with others:

A. Has legal or equitable title to any building or has care, charge or control of any building in any capacity including but not limited to agent, executor, executrix, administrator, administratrix, trustee, or guardian of the estate of the holder of legal title; or

B. Is a tenant with a legal right to possess an entire building; or

C. Is a mortgagee in possession of any building; or

D. Is an agent, trustee, receiver or other person appointed by the courts and vested with possession or control of a building; or

E. Is an officer or trustee of an association of unit owners of a condominium or cooperative which contains a vacant property.

"Planning Department" - The Department of Planning and Community Development.

"Planning Director" - The Director of Planning and Community Development for the Town of Arlington or the Director's designee.

"Public Art" - Works of art for public benefit and viewing, approved by the Department of Planning and Community Development, for which owners have agreed to the temporary display inside storefront windows or upon other safe, visible exterior surfaces of vacant properties for agreed upon time periods and other material terms.

"Vacant Building" - Any unoccupied non-residential commercial or industrial real property which:

A. Is not legally occupied, is abandoned, or is not used for a period of at least ninety (90) consecutive days or longer by occupants having custody or legal right of entry to such property; or

B. Which is intermittently occupied by persons with legal right of entry, but exhibits in the opinion of the Building Inspector dilapidated walls, roof, or doors which fail to prevent the entry of a trespasser for a period of more than seven (7 days).

**Section 3. Registration.**

A. Prior to, or not more than seven (7) days after a unit or any portion of a property becomes vacant, as defined herein, the owner(s) must register the vacancy with the Department of Planning and Community Development and the Building Inspector on forms agreed upon and provided by such departments. All registrations must state the owner's name, phone number, and mailing address as well as an emergency contact, if not the same. None of the required addresses shall be a post office box. This registration must state if the property is vacant at the time of filing. The registration shall also state the owner's efforts to regain occupancy. Once the building is not longer vacant or is sold, the owner must provide proof of sale or written notice and proof of lawful occupancy to the Planning Department or Inspectional Service Department pursuant to the process outlined by such departments.

The Building Inspector will notify Police, Fire, Water and Sewer, and Health Departments of the submitted registration of vacant building as well as the re-occupancy of the building.

B. The Planning Director and the Building Inspector may jointly exempt a property owner from the provisions of this bylaw upon the presentation of evidence, in such form as may be convincing to them, that the failure to use or occupy a building for a period in excess of 90 days does not violate the purpose or intent of this bylaw.

**Section 4. Annual Registration Fee, Failure to Pay, Waiver.**

A. The annual registration fee is due at the time of registration of the vacant property. The property owner will be invoiced on an annual basis until the property is leased or sold. The annual registration fee shall be set by the Select Board pursuant to M.G.L c. 40, § 22F.

B. The annual registration fee covers the administrative cost of monitoring and ensuring the security and proper maintenance of such building, as identified in said billing statement. Failure to pay the annual registration



fee shall be a violation of this bylaw, and the full fee shall be deemed an assessment resulting from a violation of this bylaw. Such fee, and any fines issued for violations of this bylaw, shall constitute a "municipal charges lien" on the property, to be collected in accordance with MGL c. 40, §58.

- C. Owners may apply for a waiver of the annual registration fee at the time of registration of a vacant property and upon receipt of annual registration fee invoices each year thereafter, requesting waiver of some or the entire fee on grounds of demonstrable financial hardship, or by agreeing in writing to display public art as defined herein for the term of a vacancy. Waivers for public art display will be granted only as sufficient public is available, appropriate to the location for display, and the Town, artist, owner agree to terms of exhibition as set forth by the Planning Department. Waivers requested on the basis of financial hardship are subject to a 30-day review period. If a waiver based on financial hardship is granted it will be reevaluated on a quarterly basis until property is leased or sold. If a waiver of the registration fee based on financial hardship is denied, the registration fee is due within 30 days of the decision.

#### **Section 5. Maintenance Requirements.**

- A. The owner of a vacant building must maintain the vacant building in accordance with all applicable local and state Sanitary Codes, Building Codes and Fire Codes, pertaining to the external/visible maintenance of the building and major system maintenance of the property.
- B. The owner of a vacant building must promptly repair all broken windows, doors, other openings and any unsafe conditions at a vacant building. Boarding up of open or broken windows and doors is prohibited except as a temporary measure allowed by Title V, Article Seven of these bylaws, unless the Building Inspector determines that, due to vandalism or security reasons and due to circumstances out of the owner's control, the proper boarding of windows and doors is necessary for a determined period of time. Boards or coverings must be fitted to the opening size and colored to blend with the existing building color scheme.
- C. The owner must maintain the building and property for the duration of the vacancy or abandonment. The owner shall maintain the condition of



the building and property so as to appear not to be vacant. Upon notice by the Building Inspector, any accumulated trash and/or graffiti shall be removed from the property by the owner with seven (7) days. The Building Inspector and/or the Inspector's designee will document violations. The owner of any building vacant for a period exceeding six months, whose utilities have been shut off, shall have those utilities removed or cut and capped to prevent accidents.

- D. The owner may include advertising materials in the vacant space or displayed in the property's street-facing windows. Such advertising materials must be approved by the Planning Director.
- E. Compliance with this bylaw shall not relieve the owner of any obligations set forth in any other applicable bylaw, regulations, codes, covenant conditions or restrictions and/or association rules and regulations. In case of a conflict with these rules and regulations, the stricter of the rules and regulations shall apply.

### **Section 6. Inspections**

The Building Inspector, Police Chief, Fire Chief and the Health Director, or their designees, shall have the authority to periodically inspect the exterior and interior of any building subject to this bylaw for compliance, as authorized under the terms of registration form filed with the Building Inspector and Planning Department. The Building Inspector shall have the discretionary authority to disconnect utilities immediately if a potential hazard that may be dangerous to life and limb is present.

### **Section 7. Violations and Penalties; Enforcement**

- A. Violations of any portions of this bylaw shall be punishable by a fine of \$100 per day in total. However, the Building Inspector and Planning Director may waive the fine in total or in part upon the abatement of the violation(s).
- B. The Building Inspector or the Inspector's designee shall enforce all provisions of this bylaw and shall institute all necessary administrative or legal action to assure compliance. Any owner found to be in violation of this bylaw shall receive a written warning and a minimum of seven (7) days to remedy all violations prior to the institution of any enforcement action by the Inspector.

The Building Inspector, acting on behalf of the Town of Arlington, may also bring a civil action in a court of competent jurisdiction seeking equitable relief to enforce this bylaw. This bylaw may also be enforced through non-criminal disposition in accordance with the provisions of the Town bylaws.

**Section 8. Unsafe Buildings**

If the Building Inspector determines the building to be unsafe, the Inspector may act immediately in accordance with the Massachusetts State Building Code to protect public safety. Furthermore, nothing in this bylaw shall abrogate the powers and/or duties of municipal officials to act pursuant to any general statutory authority including, without limitation, MGL c. 139, § 1 et seq. and MGL c. 143, § 6 et seq.

**Section 9. Severability**

If any provision of this bylaw is held to be invalid by a court of competent jurisdiction, such provision shall be considered separate and apart from the remaining provisions, which shall remain in full force and effect.

**ARTICLE 18**  
**SHORT TERM RENTALS**  
*(ART.35, ATM – 05/01/19)*

**Section 1. Purpose**

The purposes of this bylaw are to:

- A. provide a process through which certain residential premises and rooms within residential premises not otherwise regulated and licensed as lodging houses or bed and breakfasts may be registered with the Town of Arlington for use as “short-term rentals”;
- B. ensure relevant health and safety standards are met at short-term rentals; and



Village of Floral Park, NY  
Thursday, May 25, 2023

## Chapter 66B. Vacant Storefronts

### § 66B-1. Definitions.

As used in this chapter, the following terms shall have the meanings indicated:

#### STOREFRONT WINDOW

Any window located in the Village Business Districts that permits an unobstructed public view into the interior of the building from an adjacent street, sidewalk or right-of-way. This term includes doors.

#### VACANT STOREFRONT WINDOW

A storefront window shall be deemed vacant if no person or persons conducts a lawfully licensed business there for a period of one month or more.

#### WINDOW DISPLAY

A visual representation of information or graphics for viewing by the public in a storefront window. The display may consist of, for example, the Village of Floral Park preapproved graphics, fine art, sculpture, or photography.

### § 66B-2. Vacant storefronts.

- A. It is the finding of the Board of Trustees that window displays contribute to the vitality and economic health of the Village's business districts by visually connecting interior activities with public space and pedestrians on the street. It has been found that storefront windows that are vacant or boarded over have a negative impact on the aesthetic character of the Village's business districts. It is the intent and purpose of this section to promote the success of the businesses and the overall health of the Village's business districts, encourage an active and lively streetscape and maintain the historic aesthetic character of the Village's business districts by establishing regulations requiring the owner or tenant of a nonresidential building to place a window display in all storefront windows in accordance with certain standards.
- B. Window displays required. A window display shall be required in a vacant storefront window, subject to the following standards:
- (1) Adhesive materials used to affix the window display shall not be visible from the outside of the storefront window. The window display shall be maintained in a clean and neat appearance.
  - (2) The window display shall face the exterior of the storefront window and shall not be further than three feet from the interior of the storefront
  - (3) Window screening, including, but not limited to, blinds, drapes, curtains or shades, or a covering which is constructed of durable material such as cardstock or paper, which covers a portion of or the entire storefront window shall not be considered a window display for purposes of this chapter and is hereby prohibited.
  - (4) All proposed window displays to be installed pursuant to this chapter shall be approved prior to installation, by the Superintendent of Buildings; except that if such window display consists of

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one of the preapproved graphic images located in the Department of Buildings, no such additional approval shall be required.

- C. Construal of provisions. The provisions of this chapter shall be in addition to all building, zoning, historic, fire, health or environmental laws that have been or may hereafter be imposed. Nothing herein shall be construed to repeal, modify, or constitute an alternative to any lawful regulation that is more restrictive than this chapter.
- D. Penalties for offenses; enforcement. Any person committing an offense against any provision of this chapter shall, upon conviction thereof, be guilty of a violation punishable by a fine in an amount not less than \$250 for each offense. The continuation of an offense against the provisions of this chapter shall constitute, for each day the offense is continued, a separate and distinct offense hereunder.



Village of Port Jefferson, NY  
Thursday, May 25, 2023

## Chapter 250. Zoning

### Article VIII. Supplementary Regulations

#### § 250-37.2. Vacant storefronts.

[Added 3-15-2021 by L.L. No. 02-2021]

- A. **Legislative findings and purpose.** It is the finding of the Board of Trustees that window displays contribute to the vitality and economic health of the Village's business districts by visually connecting interior activities with public space and pedestrians on the street. It has been found that storefront windows that are vacant, or boarded over, have a negative impact on the aesthetic character of the Village's business districts. It is the intent and purpose of this section to promote the success of the businesses and the overall health of the Village's business districts, encourage an active and lively streetscape and maintain the historic aesthetic character of the Village's business districts by establishing regulations requiring the owner or tenant of a nonresidential building to place a window display in all storefront windows in accordance with certain standards.
- B. **Definitions.** As used in this section, the following terms shall have the indicated meanings:

##### **STOREFRONT WINDOW**

Any window located in the C-1, C-2, or Marina Waterfront Districts that permits an unobstructed public view into the interior of the building from an adjacent street, sidewalk or public right-of-way. This term includes doors.

##### **VACANT STOREFRONT WINDOW**

A storefront window shall be deemed vacant if no person or persons conducts a lawfully licensed business there for a period of one month or more.

##### **WINDOW DISPLAY**

A visual representation of information or graphics for viewing by the public in a storefront window. The display may consist of, for example, the Village of Port Jefferson logo, fine art, sculpture, or photography.

- C. **Window displays required.** A window display shall be required in a vacant storefront window, subject to the following standards:
- (1) The aggregate area of window displays shall be a minimum of 50% of the storefront window, with reasonable viewability for emergency services.
  - (2) Adhesive materials used to affix the window display shall not be visible from the outside of the storefront window.
  - (3) The window display shall be maintained in a clean and neat appearance.
  - (4) The window display shall face the exterior of the storefront window and shall not be further than three feet from the interior of the storefront window.
  - (5) The window display may be illuminated by means of shielded, direct, white light sources not exceeding 75 watts and in such a manner that no glare shall extend beyond the property lines

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or disturb the vision of passing motorists or constitute a hazard to traffic.

- (6) Window screening, including, but not limited to, blinds, drapes, curtains or shades or a covering which is constructed of durable material such as cardstock or paper which covers the entire storefront window, shall not be considered a window display for purposes of this section and are hereby prohibited.
  - (7) All proposed window displays to be installed pursuant to this section shall be approved prior to installation, by the Building Inspector.
- D. Construction with other laws. The provisions of this section shall be in addition to all building, zoning, historic, fire, health or environmental laws that have been or may hereafter be imposed. Nothing herein shall be construed to repeal, modify, or constitute an alternative to any lawful regulation that is more restrictive than this section.
- E. Penalties for offenses; enforcement. Any person who violates this article or fails to comply with any of its requirements shall, upon conviction thereof, be subject to the penalties provided in § 1-2 of the Code of the Village of Port Jefferson.

# VILLAGE OF TARRYTOWN SPEED HUMP POLICY



Contact: Village Administrator's Office  
914-631-1785

[Administrator@tarrytownny.gov](mailto:Administrator@tarrytownny.gov)

*Adopted by BOT November 1, 2021*



## **Tarrytown Residential Speed Hump Program Manual**

### **I. Purpose of the Program**

The Tarrytown Residential Speed Hump Program Manual has been established to address certain neighborhood traffic concerns of the residents of Tarrytown. This program was developed based on the experiences of numerous communities as well as documented studies of Speed Humps throughout the United States and documented studies of Speed Humps by the Institute of Transportation Engineers, the New York State Department of Transportation and other organizations and agencies.

The purpose of this program is to reduce the speed and manage the volume of traffic traveling on residential streets. Although it is realized that each situation is unique, the policies and procedures outlined in this document are to be applied uniformly to ensure that the Village's resources are used appropriately. In some cases, other traffic calming or engineering measures may be more or equally effective in improving safety on a particular street. The Village Administrator's office is the primary department responsible for the implementation of this manual.

It should be noted that due to resource constraints and the need to plan for and fund capital projects, the speed hump process from start to finish (from application, to permanent speed hump) may take as long as a year or more to complete.

### **II. Definitions**

Major Roads – Arterial highways and collector roads.

Arterial Highways – Streets that typically emphasize a high level of traffic mobility and accommodate higher levels of traffic and serve longer distance trips (ex: Benedict Avenue, Broadway, Neperan Road, White Plains Road – Rt. 119).

Collector Roads – Roadways that link the local street system with arterial highways. Typically balance traffic mobility and property access. (ex. Prospect Avenue, Highland Avenue, Franklin Street).

Local Roads and Streets – Roadways that provide access to transportation network from developed land uses.

Midblock – Any location between intersections.

85<sup>th</sup> percentile speed – The speed which 85% of vehicles travel at or below, normally considered a comfortable speed at which to travel based on the design of the road.

### **Speed Humps**

#### **A. Description:**

- Rounded raised areas of pavement for permanent applications and stretch across the street from curb to curb.
- Sometimes placed in a series (typically spaced 300 to 600 feet apart)
- Different from speed bumps which are not as long and are usually used only in parking lots.

#### **B. Applications:**

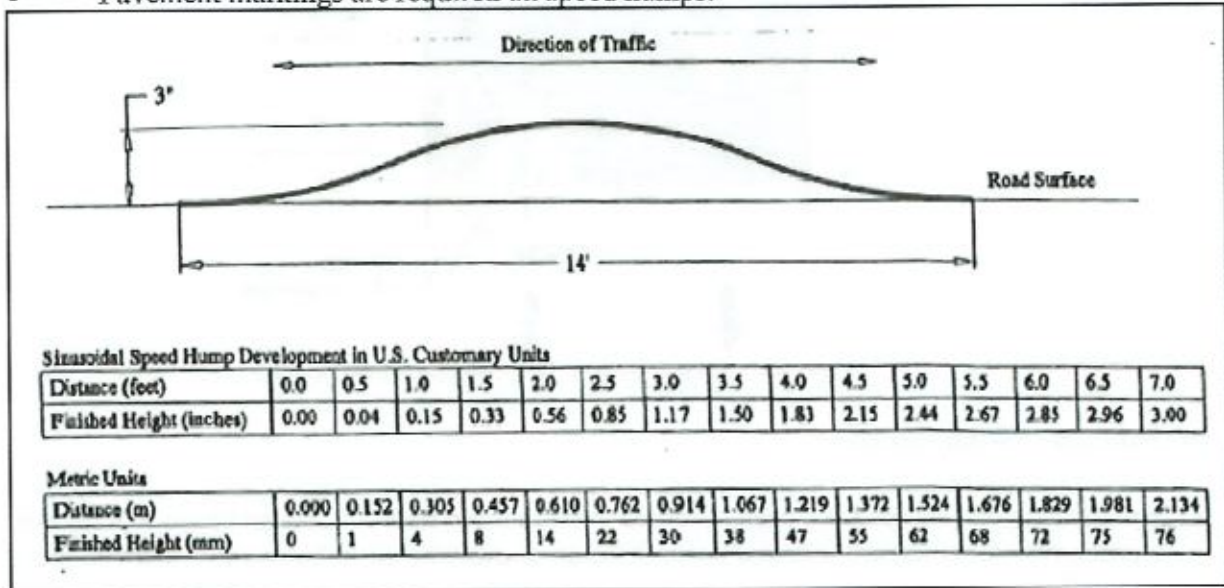
- Residential streets.



- Not to be used on major roads, bus routes, or primary emergency response routes.
- Midblock placement; not at an intersection.
- Not used on grades steeper than 8 percent.

**C. Design/Installation Considerations:**

- Speed hump sizing to be based on engineering standards, but generally are 3” in height.
- Edges tapered near curbs to allow gap for drainage.
- Advance warning and advisory speed signage required.
- Pavement markings are required on speed humps.



**Figure A. Representative Permanent Asphalt Sinusoidal Speed Hump (side view)**

To aid in providing consensus for the project, the Village will only allow for the installation of permanent asphalt speed humps after temporary, removable, speed humps have been installed on the street for a time period of approximately 3-6 months. Temporary speed humps will not be installed or allowed to remain in place during winter months due to potential plowing damage. **Figure B.**

**Temporary Speed Hump →**



## Pavement Markings for Speed Humps

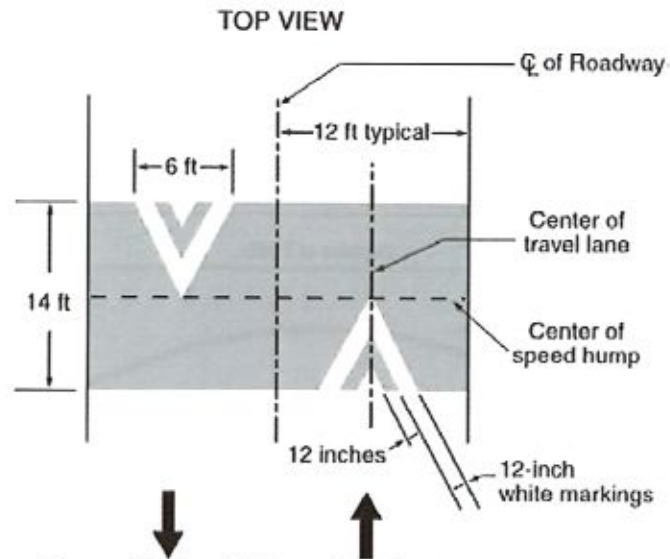


Figure C. Speed Hump Striping (overhead view)

### D. Operational Considerations:

- Speeds between humps have been observed to be reduced between 20 and 25 percent on average.
- Speeds typically increase approximately 0.5 mph midway between humps for each 100 feet of separation.
- Studies indicate that traffic volumes have been reduced on average by as much as 18 percent depending on alternative routes available.
- Studies indicate that collisions have been reduced by an average of 13 percent on treated streets (not adjusted for traffic diversion).
- Possible increase in traffic noise from braking and acceleration of vehicles, particularly buses and trucks.
- Emergency Response Issues:
  - Concern over jarring of emergency rescue vehicles.
  - Approximate delay of between 3 and 5 seconds per speed hump for fire trucks and up to 10 seconds for ambulance with patient.

### E. Initial Speed Hump Eligibility Criteria

In order for a roadway to be eligible and considered for speed humps it must meet the following criteria:

- Must be a residential street, not a major road;
- Must not be a dead end block;
- Must not be designated as an Emergency Response Route or bus route;
- The land use fronting street is zoned for residential use;

- Not used on grades steeper than 8 percent;
- Not used on winding roads or on curves as per engineering standards;
- Mid-block use only (not at intersections);
- Westchester County and New York State Department of Transportation owned roads are not acceptable for humps; those jurisdictions will need to be approached directly;
- Should not be scheduled to be repaved within 2-3 years; or scheduled for capital upgrades (gas, electric, sewer, water).

Because speed hump funding is limited, it may not be possible for all eligible projects to be funded. As such, there are certain deadlines that must be met to fit into the fiscal cycle.

### III. Application Process

The following is the list of application process steps which describes the application process in greater detail (note that section IV of this manual lays out deadlines and general timing of a request):

- Resident (s), Neighborhood Association or interested party contacts the Administrator's office to request a speed hump. **Use form in Appendix A.**
- Upon receipt of request, the project will be assigned a project name.
- Administrator's office will consult with DPW, Police and Fire Departments to determine if the roadway is eligible for speed humps based on the initial eligibility criteria cited above, and if these or other traffic calming alternatives should be considered, the study area limits will be determined based on the request (the entire length of the street AND any other areas as determined by Village Officials.) Administrator's office will notify the requestor within 30 days of eligibility.
- If the roadway meets the initial eligibility check, the requestor will be required to canvas the defined study area and petition using **form in Appendix B.** The petition must be signed by 67% of the households within the study area. The purpose of the petition is to make the area residents aware of the project and initiate citizen participation through the design process.
- Upon receipt of the signed petition, a request for a traffic study of the project area will be submitted to the Board of Trustees and conducted depending on budgeted resources, using the rating and engineering study requirements listed in Appendix C. At the conclusion of the study, a rating score will be determined and used to place the project on a priority list. A project must have a minimum score of 65 out of 100 points to move forward.
- Upon approval by the Board of Trustees, temporary speed humps will be installed by Tarrytown in priority order based on the priority list and based on availability of resources (funding.) They will remain in place for a trial period of approximately three months. Winter months will be excluded due to weather concerns.



- After the trial period has been completed, the Village will solicit feedback from the study area requesting the original requesters complete a final petition requesting permanent speed hump construction if it is the neighborhood's desire that a permanent fixed speed hump (or humps) be installed using the form in Appendix D.
- Upon receipt of the Final Petition confirming support by at least 75% of residents the study area and approval by the Board, the Village will commence construction of the permanent speed humps (if resources are budgeted). Installation will require hiring a contractor for using standard procurement procedures which may take several months. Construction is also weather and season dependent.
- The effectiveness of the installed permanent speed humps will be evaluated periodically for a minimum of one year. After a period of one year, if residents want to remove one or more permanent asphalt speed humps, they must submit a petition from at least 75% of the neighborhood.

#### **IV. Speed Hump Consideration Schedule**

We recommend that all speed hump requests be submitted between May 1 and November 1. Any requests received outside of this period could be delayed until the following fiscal year. Projects will be reviewed on a rolling basis, with the initial project reviews completed no later than December 15. If the project is determined to be eligible, the requester will need to complete an initial petition requesting speed hump study (as outlined in Appendix B.) Such petition will need to be submitted no later than January 31 to be considered for funding in the upcoming fiscal capital budget.

Once a project is deemed eligible, the petition requirements are met, and funding has been budgeted for the specific project(s), a formal engineering study must be completed. Such study will commence for all active projects at once (to meet economics of scale). The timing of the study will depend on the number of project requests received. Projects will be ranked and considered according to the criteria as set forth in Appendix C. The number of areas and/or temporary speed humps to be installed will depend on budgeted resources.

Temporary speed humps will be installed for a period of approximately 3 to 6 months; such humps will not be installed or remain during the period of November 15 – March 31.

After the trial period has completed, the Village will solicit feedback from the requesters. The original requesters will have to complete a final petition requesting permanent speed hump construction if it is the neighborhood's desire that a permanent fixed speed hump (or humps) be installed. This petition shall be submitted no later than January 31<sup>st</sup> to be considered for funding in the next fiscal budget, to receive final authorization from the Board of Trustees. The permanent hump will be installed if a petition is received and after funds are budgeted by the Board of Trustees and project(s) have gone through the procurement process.

This is a purposely deliberative process that respects the neighborhood residents as such requests draw upon on both time and dollar resources, and as such, it should be noted that a speed hump may take several years to be fully implemented from start to finish.

## Appendices

- A. REQUEST FOR SPEED HUMP INVESTIGATION
- B. INITIAL PETITION REQUESTING SPEED HUMP STUDY
- C. NEIGHBORHOOD PROJECT RANKING SYSTEM AND  
ENGINEERING STUDY REQUIREMENTS
- D. FINAL PETITION REQUESTING PERMANENT SPEED HUMP  
CONSTRUCTION

Appendix A

REQUEST FOR SPEED HUMP INVESTIGATION

Please fill out this form in its entirety. The responses you provide will allow the Village to allocate the proper resources to review your request and evaluate the area appropriately. Please attach additional sheets or sketches to clarify your point as necessary. The impact of traffic on nearby streets will be considered by the Village.

Please identify the streets, as well as street numbers to be included for speed hump(s). Also include the limits of the area along those streets.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Please describe the traffic issues that need to be addressed (speeding, traffic volume, etc.) the time of day the issues are most prevalent and who is affected (pedestrians, other drivers, homeowners.)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Contact Name: \_\_\_\_\_ Address: \_\_\_\_\_

Daytime Phone: \_\_\_\_\_ E-Mail \_\_\_\_\_

Return this form to:  
Village of Tarrytown  
Village Administrator  
1 Depot Plaza  
Tarrytown, NY 10591

Or E-Mail to: [administrator@tarrytowngov.com](mailto:administrator@tarrytowngov.com)

**Appendix B - Template**

***INITIAL PETITION REQUESTING SPEED HUMP STUDY***

Description of Street(s) \_\_\_\_\_

Primary Contact Name: \_\_\_\_\_ Daytime Phone: \_\_\_\_\_

*“As evidenced by my signature, I support the investigation of potential speed hump(s) for the above referenced street/area \_\_\_\_\_ (project id). I understand that 67+1 percent of the households of this area must support this request for the area to be evaluated.” **Only 1 resident per household or apartment unit may sign.***

<u>Street Address</u>	<u>Name Printed/ Signature</u>	<u>Phone</u>	<u>Email</u>

*Please print additional pages if necessary*



### Appendix C Scoring / Engineering Study Requirements

TABLE 1 NEIGHBORHOOD PROJECT RANKING SYSTEM		
Criteria	Points	Basis for Point Assignment
Speed	0 to 20	Extent by which 85% speeds exceed posted speed limit; 2 points assigned for every 1 mph.
Volume	0 to 25	Average daily traffic volumes (1 point assigned for every 120 vehicles above the 500 vehicle threshold.)
Accidents	0 to 10	1 point for every accident reported within past 5 years
Schools/Child Care	0 to 10	5 points assigned for each school/childcare crossing on the project street, 2 points assigned for school crossings within 2/10 <sup>th</sup> s of mile
Pedestrian Generators	0 to 15	5 points assigned for each public facility (such as parks, community centers, and schools) or commercial use that generates a significant number of pedestrians.
Pedestrian Facility	0 to 10	5 points assigned if there is no continuous sidewalk on one side of the street; 10 points if lacking on both sides.
Housing Density	0 to 10	Low Density (2 points) Medium Density (5 points) High Density (10 points)
Total points Possible	100	

The sum of points assigned for each criterion will determine the priority of the Speed Hump Project.

The following shall also be considered as a part of the engineering study on a "Pass/Fail" basis. Should any of the below fail, a speed hump shall not be installed.

- Installation of speed humps would not divert significant amounts of traffic to other residential streets;
- Installation of speed humps does not provide an unreasonable liability or public hazard due to existing roadway conditions that cannot be changed;
- Roadway conditions (curvature, roadway width and roadway surface) must meet acceptable engineering standards.



**Appendix D - Template**

*FINAL PETITION REQUESTING PERMANENT SPEED HUMP CONSTRUCTION*

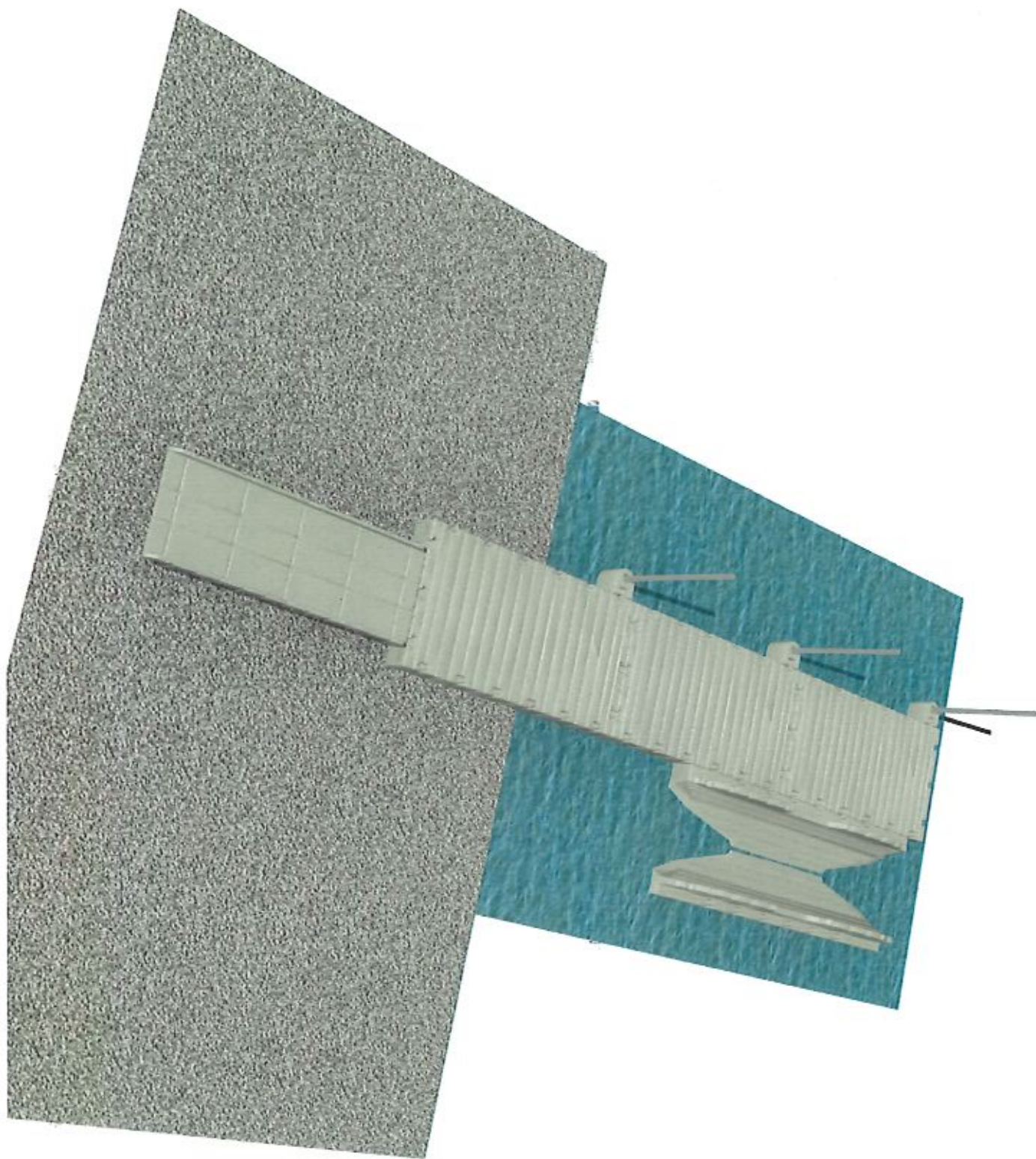
Description of Streets: \_\_\_\_\_

Primary Contact Name: \_\_\_\_\_ Daytime Phone: \_\_\_\_\_

*“As evidenced by my signature, I support the construction of permanent speed hump(s) for the above referenced study area \_\_\_\_\_ (project id). I understand that 75 percent of the households of this area must support this request for the permanent installation to proceed.” **Only 1 resident per household or apartment unit may sign.***

<u>Street Address</u>	<u>Name Printed/ Signature</u>	<u>Phone</u>	<u>Email</u>

*Please print additional pages if necessary*





**INTERMUNICIPAL AGREEMENT**

**THIS INTER MUNICIPAL AGREEMENT** ("Agreement"), made the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between:

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

and

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

**WITNESSETH:**

**WHEREAS**, the County, acting by and through its Youth Bureau, desires that the Municipality provide a Positive Youth Development program entitled "Camp Summer Employment" (the "Program"); and

**WHEREAS**, the Municipality is willing to provide such Program, upon the terms and conditions set forth herein.

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

**FIRST**: The Municipality shall provide the Program, as more fully described in Schedule "A" attached hereto and made a part hereof (the "Work"). In consideration for providing the Program, the County shall reimburse the Municipality an amount not to exceed Three Thousand Seven Hundred Twenty-Seven Dollars (\$3,727), as budgeted in accordance with Schedule "B," which is attached hereto and made a part hereof, payable quarterly, upon approval of the same as to form and manner by the Office of the Westchester County Attorney, and which amount shall be contingent upon receipt of said amount by the County from the New York State Office of Children and Family Services ("NYSOCFS"), for expenses actually incurred and paid by the Municipality after receipt of vouchers and/or reports in the manner prescribed by the County.



Payment under this Agreement shall be made after submission by the Municipality of an invoice, which shall be uniquely numbered, and paid only after approval of the invoice by the Commissioner. In no event shall payment be made to the Consultant prior to completion of all Work and the approval of same by the Commissioner.

Except as otherwise expressly stated in this Agreement, no payment shall be made by the County to the Municipality for out of pocket expenses or disbursements made in connection with the services rendered or the work to be performed hereunder.

**SECOND:** The Municipality shall provide the County with a report to be submitted within thirty (30) days of the expiration of this Agreement which shall set forth in detail the services performed under the Agreement, the activities, progress and accomplishments under the Agreement, the amount of funds expended for each task performed and the extent and manner in which the goals, objectives and standards established for the Agreement have been met by the Municipality. The above report shall be certified by an officer or director of the Municipality.

The County shall have the right, at its option and at its sole cost and expense, to audit such books and records of the Municipality as are reasonably pertinent to this Agreement to substantiate the basis for payment. The County may withhold payment of funds hereunder for cause found in the course of an audit or because of failure of the Municipality to cooperate with an audit. The County shall, in addition, have the right to audit such books and records subsequent to payment, if such audit is commenced within one (1) year following termination of this Agreement, and to perform random audits during the term of this Agreement. In the event an audit performed by the County reflects overpayment by the County or that monies were not fully expended or that monies were improperly expended, then the Municipality shall reimburse to the County the cost of such audit (if the audit was done by the County or on the County's behalf) and the amount of such overpayment, underpayment or improper payment, within thirty (30) days of notice from the County.

The Municipality further agrees to permit designated employees or agents of the County reasonable on-site inspection of the work being performed by the Municipality under this Agreement, its books, accounts, financial audits and records and agrees to keep records necessary to disclose fully the receipt and disposition of funds received under this Agreement. Unless the County shall, in writing, advise the Municipality to the contrary, the Municipality shall retain all financial records

related to this Agreement for a period of ten years after the expiration or termination of this Agreement.

In no event shall final payment be made to the Municipality prior to completion of all services, the submission of reports and the approval of same by the County Executive or his duly authorized designee.

**THIRD:** The Municipality agrees to procure and maintain insurance naming the County as additional insured, as provided and described in Schedule "C," entitled "Standard Insurance Provisions," which is attached hereto and made a part hereof. In addition to, and not in limitation of the insurance provisions contained in Schedule "C," the Municipality agrees:

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

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

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

**FOURTH:** The term of this Agreement will commence January 1, 2023 and terminate September 30, 2023, unless terminated earlier as provided herein.

**FIFTH:** (a) The County reserves the right to cancel this Agreement on thirty (30) days' prior written notice to the Municipality when it deems it to be in its best interests to do so. In such event, the Municipality shall be compensated and the County shall be liable only for payment for



services already rendered under this Agreement prior to the effective date of termination at the rates specified in Schedule "B".

In the event of a dispute as to the value of the services rendered by the Municipality prior to the date of termination, it is understood and agreed that the County shall determine the value of such services rendered by the Municipality. Such reasonable and good faith determination shall be accepted by the Municipality as final.

(b) In the event the County determines that there has been a material breach by the Municipality of any of the terms of the Agreement and such breach remains uncured for ten (10) days after service on the Municipality of written notice thereof, the County, in addition to any other right or remedy it might have, may terminate this Agreement and the County shall have the right, power and authority to complete the services provided for in this Agreement, or contract for their completion, and any additional expense or cost of such completion shall be charged to and paid by the Municipality. Notice hereunder shall be effective on the date of receipt.

**SIXTH:** The parties recognize and acknowledge that the obligations of the County under this Agreement are subject to the County's receipt of funds from NYSOCFS to operate the Program, and that no liability shall be incurred by the County beyond the monies made available from NYSOCFS for this Agreement. The Municipality agrees that the County shall not be liable for any of the payments hereunder unless and until the County Commissioner of Finance has received said funds or said funds have been made available to said commissioner.

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

This Agreement is also subject to further financial analysis of the impact of any New York State Budget (the "State Budget") proposed and adopted during the term of this Agreement. The County shall retain the right, upon the occurrence of any release by the Governor of a proposed State Budget and/or the adoption of a State Budget or any amendments thereto, and for a reasonable period of time after such release(s) or adoption(s), to conduct an analysis of the impacts of any such State

Budget on County finances. After such analysis, the County shall retain the right to either terminate this Agreement or to renegotiate the amounts and rates approved herein. If the County subsequently offers to pay a reduced amount to the Municipality, then the Municipality shall have the right to terminate this Agreement upon reasonable prior written notice.

**SEVENTH:** All payments made by the County to the Municipality will be made by electronic funds transfer ("EFT") pursuant to the County's Vendor Direct Program. If the Municipality is not already enrolled in the Vendor Direct Program, the Municipality shall fill out and submit an EFT Authorization Form as part of this Agreement, which is attached hereto as Schedule "D" and made a part hereof. (In rare cases, a hardship waiver may be granted. For a Hardship Waiver Request Form, the Municipality understands that it must contact the County's Finance Department.)

If the Municipality is already enrolled in the Vendor Direct Program, the Municipality hereby agrees to immediately notify the County's Finance Department in writing if the EFT Authorization Form on file must be changed, and provide an updated version of the document.

**EIGHTH:** Schedule "E" is a form entitled, "Westchester County Youth Bureau Corrective Action Request". This is a sample form that the Municipality can expect to receive if one or more areas where corrective action is required have been identified.

**NINTH:** All notices given pursuant to this agreement shall be in writing and effective upon mailing. All notices shall be sent by registered or certified mail, return receipt requested or by overnight mail and mailed to the following addresses:

To the County:           Executive Director -- Youth Bureau  
                                  112 E. Post Road, 3<sup>rd</sup> floor  
                                  White Plains, New York 10601

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

to the Municipality:   Executive Director  
                                  Village of Tarrytown



1 Depot Plaza  
Tarrytown, New York 10591

or to such other addresses as may be specified by the parties hereto in writing.

**TENTH:** This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and shall supersede all previous negotiations, comments and writings. It shall not be released, discharged, changed or modified except by an instrument in writing signed by a duly authorized representative of each of the parties.

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

**ELEVENTH:** This Agreement is entered into solely between, and may be enforced only by, the County and the Municipality and shall not be deemed to create any rights in third parties, or to create any obligations of a party to any such third parties.

**TWELFTH:** The Municipality shall not delegate any duties or assign any of its rights under this Agreement without the prior express written consent of the County. The Municipality shall not subcontract any part of the Work without the express written consent of the County, subject to any necessary legal approvals. Any purported delegation of duties, assignment of rights or subcontracting of Work under this Agreement without the prior express written consent of the County is void. All subcontracts that have received such prior written consent shall provide that subcontractors are subject to all terms and conditions set forth in this Agreement. It is recognized and understood by the Municipality that for the purposes of this Agreement, all Work performed by a County-approved subcontractor shall be deemed Work performed by the Municipality and the Municipality shall insure that such subcontracted work is subject to the material terms and conditions of this Agreement. All subcontracts for the Work shall expressly reference the subcontractor's duty to comply with the material terms and conditions of this Agreement and shall attach a copy of the County's contract with the Municipality. The Municipality shall obtain a written acknowledgement from the owner and/or chief executive of subcontractor or his/her duly authorized representative that the subcontractor has received a copy of the County's contract, read it and is familiar with the material terms and conditions thereof. The Municipality shall include provisions in its subcontracts designed to ensure that the

Municipality and/or its auditor has the right to examine all relevant books, records, documents or electronic data of the subcontractor necessary to review the subcontractor's compliance with the material terms and conditions of this Agreement.

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

**FOURTEENTH:** The Municipality shall comply, at its own expense, with the provisions of all applicable state and municipal requirements and with all state and federal laws applicable to this Agreement and the Municipality.

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

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



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

**SEVENTEENTH:** The Agreement shall not be enforceable unless signed by the parties and approved by the Office of the County Attorney.

**IN WITNESS WHEREOF,** the County and the Municipality have caused this Agreement to be executed:

**THE COUNTY OF WESTCHESTER**

By: \_\_\_\_\_  
Name:  
Title:

**VILLAGE OF TARRYTOWN**

By: \_\_\_\_\_  
Name:  
Title:

Approved by the Westchester County Board of Legislators of the County of Westchester by Act No. 2023-71

Approved:

\_\_\_\_\_  
Sr. Assistant County Attorney  
The County of Westchester  
2023 OCFS IMA Template.cmc.03.23.2023



**MUNICIPAL ACKNOWLEDGMENT**  
(Municipal Corporation)

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

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, before me personally came \_\_\_\_\_ to me known, and known to me to be the \_\_\_\_\_ of \_\_\_\_\_, the corporation described in and which executed the within instrument, who being by me duly sworn did depose and say that he/she, the said \_\_\_\_\_ resides at \_\_\_\_\_ and that he/she is \_\_\_\_\_ of said corporation and knows the corporate seal of the said corporation; that the seal affixed to the within instrument is such corporate seal and that it was so affixed by order of the Board of Directors of said corporation, and that he/she signed his name thereto by like order.

\_\_\_\_\_  
Notary Public

**CERTIFICATE OF AUTHORITY**  
(Municipality)

I, \_\_\_\_\_, certify that I am the  
(Officer other than officer signing contract)

\_\_\_\_\_ of the \_\_\_\_\_  
(Title) (Name of Municipality)

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

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

named in the foregoing agreement that \_\_\_\_\_  
(Person executing agreement)

who signed said agreement on behalf of the Municipality was, at the time of execution

\_\_\_\_\_ of the Municipality,  
(Title of such person),

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

\_\_\_\_\_ thereunto duly authorized,  
(Town Board, Village Board, City Council)

and that such authority is in full force and effect at the date hereof.

\_\_\_\_\_  
(Signature)

STATE OF NEW YORK )  
COUNTY OF WESTCHESTER )

ss.:

On this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, before me personally came \_\_\_\_\_  
\_\_\_\_\_ whose signature appears above, to me known, and know to be the  
\_\_\_\_\_ of \_\_\_\_\_,  
(Title)

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

\_\_\_\_\_  
Notary Public County

**SCHEDULE "A"**  
**SCOPE OF SERVICES**

Implementing Agency: Village of Tarrytown	Program Title: Tarrytown/Sleepy Hollow Camp Summer Employment
---	---

<b>FUND AMOUNTS:</b>		
Total Program Amount: \$21,600	Funds Requested: \$3,727	Cost Per Youth: \$2,160

<b>AUTHORIZED VOUCHER SIGNEES:</b>			
1.	Last Name: Walczewski	First Name: Dan	Title: Recreation Superintendent
2.	Last Name: Slingerland	First Name: Richard	Title: Village Administrator

<b>AGENCY / MUNICIPALITY INFORMATION:</b>			
Implementing Agency is: (check box)	<input type="checkbox"/>	Not For Profit <input type="checkbox"/>	Public <input checked="" type="checkbox"/>
Federal ID Number: 13-600-7334			
Agency Website: www.tarrytownny.gov		Implementing Agency/Municipality: Village of Tarrytown	
Mailing Street Address: 1 Depot Plaza			
Suite/Floor/Room # / P.O. Box:	City: Tarrytown	State: NY	Zip Code: 10591

<b>AGENCY / MUNICIPALITY EXECUTIVE DIRECTOR :</b>			
Last Name: Slingerland	First Name: Richard	Title: Village Administrator	
Phone Number: 914-862-1802	Extension: 1802	Fax:	Email: rslingerland@tarrytowngov.com

<b>PROGRAM CONTACT PERSON:</b>			
Last Name: Walczewski	First Name: Dan	Title: Recreation Superintendent	
Phone Number: 914-631-8347	Extension: 1095	Fax:	Email: dwalczewski@tarrytownny.gov

<b>PERIOD OF ACTUAL PROGRAM OPERATION :</b>			
HOURS OF OPERATION: 8:30 AM - 4:00 PM	Days of operation M-F	From: July 3	To: Aug 11
Other <input type="checkbox"/> explain:			



<b>PROJECTED TOTAL PROGRAM ENROLLMENT 10</b>
<b>PROGRAM SUMMARY:</b> Employment Opportunities for community youth related to the summer pool session.

<b>PROGRAM SITES- Most significant (3 Maximum)</b>					
Type	Address (Street, City, State, Zip)	Assembly District #	NYS Senate District #	Local Planning Board	City Council District
School	Washington Irving School 103 S Broadway, Tarrytown, NY 10591	92	35		
Comm Ctr	Tarrytown Senior Center 240 W Main St, Tarrytown, NY 10591	92	35		
Pool	Tarrytown Rec Center 238 W Main St, Tarrytown, NY 10591	92	35		

Use whole numbers when entering information for Gender, Ethnicity, Age, Target Population, NOT percentages.

<b>GENDER OF PROGRAM PARTICIPANTS</b> (enter number of participants per gender)	# Male 6	# Female 5
---	----------	------------

<b>ETHNICITY</b> (Enter number of participants per ethnic group)			
White 6	Black or African American	Two or more races	Hispanic or Latino 4
American Indian or Alaskan Native	Asian	Native Hawaiian or other Pacific Islander	

<b>IS TARGET POPULATION SERVING DISCONNECTED YOUTH?</b> (check no or yes)						No <input checked="" type="checkbox"/>	Yes <input type="checkbox"/>
Ages: (enter # of participants in population described)		0-6 50	7-9 63	10-13 6	14-17 10	18-20	21+
If "Yes," indicate number of youth:		Youth aging out of foster care:		Children of incarcerated parents:			
Youth in the juvenile justice system who re-enter the community				Runaway and homeless youth			

**1. Physical & Psychological Safety:** Safe and health-promoting facilities; practices that increase safe peer group interaction and decrease unsafe or confrontational peer interactions.

Prior to the launch of camp, all counselors must go through a two-day orientation in which safety plans and issues are thoroughly reviewed. During camp, every morning all counselors and staff meet to discuss the day ahead and any issues that need to be addressed. The Camp Director is always available for consultation if any issues arise. The Camp Director has a Masters Degree in Education.

**2. Appropriate Structure:** Limit setting; clear and consistent rules and expectations; firm enough control; continuity and predictability; clear boundaries; age appropriate monitoring.

All Youth employed through this program are oriented to follow directions and to spot unsafe situations to make the facility safe for all. The youth are given clear boundaries that must be strictly adhered to.

**3. Supportive Relationship:** Warmth; closeness; connectedness; good communication; caring; support; guidance; secure attachment; responsiveness.

During orientation, aside from review of safety protocols, the counselors and staff join in team building activities. Counselors are placed in their peer groups during orientation so they know from the beginning they have a group to rely on throughout the summer.

**4. Opportunities to Belong:** Opportunities for meaningful inclusion, regardless of one's gender; ethnicity; sexual orientation, or disabilities; social inclusion; social engagement, and integration; opportunities for socio-cultural identity formation; support for cultural and bicultural competence.

All youth are encouraged to apply, regardless of race, gender, sexual orientation, disabilities, etc.

**6. Positive Social Norms:** Rules of behavior, expectations; injunctions; ways of doing things; values and morals; obligations for service.

Expectations are clearly established at orientation. All youth employed through this program are monitored and supervised to promote socially acceptable behaviors, with a focus on positive reinforcement.

**6. Support for Efficacy & Mattering:** Youth-based; empowerment practices that support autonomy; making a real difference in one's community, and being taken seriously. Practices that include enabling, responsibility granting, and meaningful challenge. Practices that focus on improvement rather than on relative current performance levels.

Staff support and encourage the youth employed through this program.

**7. Opportunities for Skill Building:** Opportunities to learn physical, intellectual, psychological, emotional, and social skills; exposure to intentional learning experiences, opportunities to learn cultural literacy, communication skills and good habits of mind; preparation for adult employment, and opportunities to develop social and cultural capital.

The orientation experience establishes expectations for the counselors from the outset. Aside from responding to Camp Management, counselors must respond responsibly and respectfully to parents on a daily basis. At Morning Meetings, counselors and staff to over any issues that might need to be addresses or improved upon. There is regular opportunity for counselors to learn from challenges presented.

**8. Integration of Family, School, & Community Efforts:** Concordance; coordination and synergy among family, school, and community.

The majority of camp counselors are hired locally from Tarrytown and Sleepy Hollow. Recruitment flyers are posted on the Village website. Many counselors were once campers themselves.

### **Monitoring and Evaluation Methods**

**9. Monitoring Methods:** Monitoring is defined as a systematic review of a funded program based upon the requirements of a contract, rules, regulations, policies, and/or State and Local Laws. It identifies the degree to which a program or operation accomplishes the activities specified in a contract/ application, and how it complies with requirements. Describe your process to be used to monitor on a regular basis. Include who will be responsible, frequency, and documentation of monitoring activities.

The Camp Director will be in charge of regular monitoring of the success of the youth employment program. The Camp Director gives two structured, personal evaluations to each counselor in the course of the employment- one halfway through, and one at the end. There is an opportunity to learn and grow. These evaluations are kept in the counselor's employment folder, and are a two-way opportunity in which the counselors are also given the opportunity for comment on the program. After the camp concludes, staff and counselors meet to discuss what was successful over the summer, and what was not.



**10. Evaluation Methods:** Evaluation methods are the process to determine the value or amount of success in achieving a pre-determined program or operational goal. Evaluations can identify program strengths and weaknesses in order to improve the program. Evaluations can verify if the program is really running as originally planned. Describe the process to be used to evaluate the attainment of the objectives. Include what will be measured, who will conduct the evaluation, when it will be conducted, and how the results will be used.

The Camp Director is introducing an evaluation system in which the counselors will be required to answer three questions pertaining to their goals for the summer and the skills they want to build. The questions will be revisited at each of their evaluations so that both counselors and management staff have the opportunity to evaluate the success of the program.

**TOUCHSTONES  
FORM 5003  
(ADAPTED FROM OCFS)  
INDIVIDUAL PROGRAM APPLICATION**  
Program Summary-Program Components

*Refer to Touchstones Coding Document to complete.  
Choose 1 code for each category listed below.*

**IMPLEMENTING CONTRACTOR:**  
Village of Tarrytown

**PROGRAM TITLE:**  
Tarrytown/Sleepy Hollow Camp

<b>LIFE AREA:</b> <i>(Enter Code &amp; Description)</i>	1ES (Economic Security)
<b>GOAL:</b> <i>(Enter Code &amp; Description)</i>	11 (Youth will be prepared for their eventual economic self sufficiency.)
<b>OBJECTIVE:</b> <i>(Enter Code &amp; Description)</i>	113 (Youth seeking summer jobs will have employment opportunities.)
<b>SOS:</b> <i>(Enter Code &amp; Description)</i>	0119 (Employment Opportunities)
<b>HOW MUCH:</b> <i>(Enter Code &amp; Description)</i>	0119A.1 (# of youth in the program (unduplicated))
<b>HOW WELL:</b> <i>(Enter Code &amp; Description)</i>	0119B.3 (% of teens that report being supported by staff)
<b>BETTER OFF:</b> <i>(Enter Code &amp; Description)</i>	0119C.3 (# of youth with improved work skills)

Use whole numbers when entering information for Gender, Ethnicity, Ages, and Target Population areas, NOT percentages. Please provide the best estimate in the spaces provided below.

<b>PARTICIPANT GENDER:</b>	MALE <u>5</u> FEMALE <u>5</u> TRANS-FEMALE (MALE TO FEMALE) _____    TRANS-MALE _____ (FEMALE TO MALE) _____    GNC/NON-BINARY _____ CHOSE NOT TO ANSWER _____
<b>ETHNICITY:</b> <i>(Enter number of participants per ethnic group)</i>	WHITE _____    BLACK OR AFRICAN AMERICAN _____    HISPANIC OR LATINO _____ AMERICAN INDIAN OR ALASKAN NATIVE _____    ASIAN _____ NATIVE HAWAIIAN OR OTHER PACIFIC ISLANDER _____    TWO OR MORE RACES _____ OTHER/NOT LISTED _____
<b>AGES:</b>	0-4    5-9    10-14 <u>8</u> 15-17 <u>10</u> 18-20 _____    21+ _____
<b>IS TARGET POPULATION SERVING DISCONNECTED YOUTH?</b> IF "YES," PLEASE DESCRIBE: _____	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes

**SCHEDULE "B"**  
**BUDGET**

For the Period of Operation: July 3 - August 11	Contract #: "To Be Assigned"
Agency/Municipality Name: Village of Tarrytown	Program Title: Tarrytown/Sleepy Hollow Camp Employment

**1. PERSONAL SERVICES**

Position Title	Rate of Pay	Basis (H,W,BW, SM)	Total Program Amount	Total Funds Requested for this Program
Entry level day camp counselors (2)	12.00/hr	30 hrs.	3,727	
		30 hrs. / week		
<b>TOTAL SALARIES AND WAGES</b>			3,727	
<b>TOTAL FRINGE BENEFITS</b>				
<b>TOTAL PERSONNEL SERVICES (1)</b>			\$ 3,727	

**2. CONTRACTED SERVICES AND STIPENDS**

Type of Service or Consultant Title	Rate of Pay	Base (S,M,HR)	Total Program Amount	Total Funds Requested for this Program
<b>TOTAL CONTRACTED SERVICES AND STIPENDS (2)</b>			\$ -	

**3. MAINTENANCE & OPERATION**

Complete Attachment "E"	Total Program Amount	Total Funds Requested for this Program
<b>TOTAL MAINTENANCE AND OPERATION (3)</b>		

**TOTAL PROGRAM AMOUNT** \$ 3,727

**TOTAL WCYB FUNDS REQUESTED** \$ 3,727

List Other Funding Sources	\$	Reimbursable Total
	3,727	
	-	Municipal Funding
	-	Other Sources



**WESTCHESTER COUNTY YOUTH BUREAU**  
**FISCAL REQUIREMENTS AND POLICIES**

Westchester County Youth Bureau funds many different programs in each budget year. This material is designed to clarify the Bureau's fiscal requirements and policies regarding these programs. If questions arise, please contact the Youth Bureau at (914) 995-2755.

**Below is a list of current funding categories:**

All expenditures must be made in accordance with an approved budget, including any budget amendments. Programs funded by the Youth Bureau must file listings of all program expenses paid prior to receiving funds. A Program Expenditure Summary and applicable Program Expenditure Reports must be filed for each program. Listed below is a summary of the forms, which make up completed claim forms for reimbursement of program expenses:

<u>Type of Funding</u>	<u>Name of Form</u>	<u>Form Number</u>
NYS OCFS	Program Expenditure Summary	OCFS3125
	Salaries Report	OCFS3126
	Fringe Benefits Report	OCFS3127
	Consultants, Contracted Services & Stipends Report	OCFS3128
	Miscellaneous	OCFS3129
	Travel	OCFS3130

All claims should be submitted in original and must have original signature. The Contract Number must be entered on all the claim forms for Local Tax Levy Programs. The Executive Director or another authorized official of the agency must make the certification on the Program Expenditure Summary report.

All claims should be prepared and submitted quarterly. These quarterly claims should be submitted not later than the 20<sup>th</sup> date of the month following the end of the quarter, except the 4<sup>th</sup> quarter which is due on January 10<sup>th</sup> of the following year.

Copies of back-up documents should be submitted with the expenditure reports. Listed below is a summary of the back-up documents for various expenses:

<u>Type of Expense</u>	<u>Back-up Documents</u>
Salary & Wages	Payroll Register and Proof of Payment
Fringe Benefits	Invoice from the Vendor and Proof of Payment
Consultant/Contracted Services	Signed Agreement, Invoice and Proof of Payment
OTPS/Misc.	Invoice from the Vendor and Proof of Payment
Employee Exp. Reimbursement Payment.	Employee Exp. Request Form, Receipt, and Proof of Payment.

The Youth Bureau audits each claim against appropriate Westchester County and NY State Finance Law, Rules & Regulations, Fiscal Policies & Procedures, and the approved budget of each program and any approved budget amendments. Claims with calculation errors, and not submitted in accordance with Fiscal Policies & Procedures and approved budget will be returned. All claims must be sent to:

Westchester County Youth Bureau  
 112 East Post Road, 3rd Floor  
 White Plains, NY 10601



**SCHEDULE "C"**  
**STANDARD INSURANCE PROVISIONS**  
(Youth & Human Services)

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. The 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):

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.

e) Abuse and Molestation Liability, either by separate policy of insurance or through endorsement to the General Liability Policy or Professional Liability Policy. (Limits of \$1,000,000.00 per occurrence/2,000,000 aggregate). This insurance shall include coverage for the following, including coverage for client on client, counselor client, and third parties:

- i. Misconduct
- ii. Abuse (including both physical and sexual)
- iii. Molestation

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.

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.



**SCHEDULE "D"**  
**ELECTRONIC FUNDS TRANSFER (EFT)**

The Contractor shall complete the "Electronic Funds Transfer (EFT) Vendor Direct Payment Authorization Form" as part of the County's "Vendor Direct" program utilizing Electronic Funds Transfer ("EFT") payments.

The County will deposit payments via EFT two business days after the voucher/invoice is processed. Please note that Saturdays, Sundays, and legal holidays are not considered business days.

Under the Vendor Direct program, the Contractor will receive an e-mail notification one day prior to the day the payment will be credited to its designated account. The e-mail notification will come in the form of a remittance advice with the same information that would appear on a paper check stub, and will contain the date that the funds will be credited to its account.

The Contractor shall contact the County in the same manner for a discrepancy in the amount received via EFT as it would for a discrepancy in the amount received in a paper check.

In the unlikely event that the Contractor did not receive the money in its designated bank account on the date indicated in the e-mail, the Contractor shall contact the County's Finance Department's Accounts Payable Office at 914-995-2788.

The Contractor shall promptly notify the County whenever it changes any information regarding, or closes, the bank account that it enrolled in the Vendor Direct program for EFT payments. The Contractor shall then complete, and provide to the County, a new "Electronic Funds Transfer (EFT) Vendor Direct Payment Authorization Form". The Contractor shall contact the County's Finance Department's Accounts Payable Office at 914-995-2788 to obtain a new form.

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[NO FURTHER TEXT ON THIS PAGE]



Westchester County • Department of Finance • Treasury Division

**Electronic Funds Transfer (EFT)  
Vendor Direct Payment Authorization Form****GENERAL INSTRUCTIONS**

Please complete both sections of the Vendor Direct Payment Authorization Form and forward the completed form (along with a voided check for the account to which you want your payments credited) to: Westchester County Department of Finance, 148 Martine Ave, Room 720, White Plains, NY 10601, Attention: Vendor Direct. Please see item 14 below regarding attachment of a voided check.

**Section I - VENDOR INFORMATION**

1. Provide the name of the vendor as it appears on the W-9 form.
2. Enter the vendor's Taxpayer ID number or Social Security Number as it appears on the W-9 form.
3. Enter the vendor's complete primary address (not a P.O. Box).
4. Provide the name and telephone number of the vendor's contact person.
5. Enter the business e-mail address for the remittance notification. **THIS IS VERY IMPORTANT.** This is the e-mail address that we will use to send you notification and remittance information two days prior to the payment being credited to your bank account. We suggest that you provide a group mailbox (if applicable) for your e-mail address. You may also designate multiple e-mail addresses.
6. Please have an authorized Payee/Company official sign and date the form and include his/her title.

**Section II - FINANCIAL INSTITUTION INFORMATION**

7. Provide bank's name.
8. Provide the complete address of your bank.
9. Enter your bank's 9 digit routing transit number.
10. Indicate the type of account (check one box only).
11. Enter the vendor's bank account number.
12. Enter the title of the vendor's account.
13. Provide the name and telephone number of your bank contact person.
14. If you are directing your payments to a Savings Account OR you can not attach a voided check for your checking account, this line needs to be completed and signed by an authorized bank official. **IF YOU DO ATTACH A VOIDED CHECK FOR A CHECKING ACCOUNT, YOU MAY LEAVE THIS LINE BLANK.**



**SCHEDULE "E"**

**SAMPLE CORRECTIVE ACTION REQUEST FORM**



George Lallmer, County Executive  
Dr. Dahlia Harris-Madden, Executive Director  
Youth Bureau

**Westchester County Youth Bureau  
Corrective Action Request**

The purpose of this form sent on \_\_\_\_\_ (date) is to notify \_\_\_\_\_ (agency name) of action needed regarding \_\_\_\_\_ (program name).

Monitoring of the abovementioned program has identified one or more areas where corrective action is needed. Please see the item(s) checked below along with monitor notes for the appropriate plan of action. All request for corrective action(s) must be addressed within 30 days of the notice.

- Monthly Statistical Report(s) are outstanding. Please see monitor notes below for action and correction details.
- Quarterly Statistical Report(s) are outstanding. Please see monitor notes below for action and correction details.
- Annual Report is outstanding. Please see monitor notes below for action and correction details.
- Failure to respond to site visit request(s). Please see monitor notes below for action and correction details.
- Failure to submit fiscal claim(s). Please see monitor notes below for action and correction details.

**Monitor Notes:**

Thank you for your immediate attention to this matter and for your cooperation with making the appropriate action and/or corrections. Questions or concerns can be sent to the Program Monitor at the contact listed below.

\_\_\_\_\_  
Program Monitor Name

\_\_\_\_\_  
Program Monitor Email

112 East Post Road 3<sup>rd</sup> fl.  
White Plains, New York 10601

Telephone: (914) 995-2746  
Fax: (914) 995-3871

Website: [www.westchestergov.com/youth](http://www.westchestergov.com/youth)

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**AGREEMENT**

This is an Agreement dated as of January 4, 2023, with an effective date of June 1, 2022, 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, 2022 until May 31, 2023, 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.



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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 1<sup>st</sup> to May 31<sup>st</sup>). 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.

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.

Section 6. Insurance and Indemnification

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

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- 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

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,

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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.
- 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.



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- 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 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)

8.

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

**DATE:**

**TARRYTOWN VOLUNTEER AMBULANCE CORPS**

1/18/2023

By:   
Signature

Printed Name: ALARIC YOUNG

CHAIRMAN  
Title:

**DATE:**

**VILLAGE OF TARRYTOWN**

1/18/2023

By:   
Richard Slingerland, Village Administrator

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## Alissa Fasman

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**From:** Carmen Santos <carmen@sustainablewestchester.org>  
**Sent:** Tuesday, May 23, 2023 3:05 PM  
**To:** Alissa Fasman  
**Cc:** Richard Slingerland; administrator  
**Subject:** Fwd: State and Local Clean Energy Partnership Act & Opt-out CDG Coalition  
**Attachments:** \_1\_S6899-A7371\_Support\_Letter\_Template.docx; \_2\_Opt\_out\_CDG\_Coalition\_Letter.pdf

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

Hello Alissa,

Thank you for speaking with me today. Below is the message our Interim Executive Director, Jim Kuster, sent Westchester Power and other CCA-interested municipalities. **We would greatly appreciate it if you send a letter to your state legislators supporting the State and Local Clean Energy Partnership Act (Bill #S6899 / #A7371).** Since the Village Board meeting will be on May 31st, we still appreciate you sending a letter of support before the close of the current legislative session, which may be June 8th.

Please let me know if you have any questions.

Thank you,

Carmen

----- Forwarded message -----

**From:** Jim Kuster <jim@sustainablewestchester.org>  
**Date:** Fri, May 19, 2023 at 9:35 AM  
**Subject:** State and Local Clean Energy Partnership Act & Opt-out CDG Coalition  
**To:** Carmen Santos <carmen@sustainablewestchester.org>

[View in your browser](#)

Dear Westchester Power Municipal Leader,

On your behalf, Sustainable Westchester has been working with other state leaders on two approaches to strengthen the expansion of local Community Choice Aggregation programs. Both advance New York's Climate Act by enhancing opportunities for local engagement by cities, towns, and villages in their own energy futures.

Our first path supports new state legislation authorizing local governments to establish Community Choice Aggregation (CCA) programs. New York is the only state with CCA that relies solely on regulatory authorization, without legislation, which has limited the expansion and effectiveness of CCA programs.



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**1. Send a letter to your state legislators supporting the State and Local Clean Energy Partnership Act.**

We have been working with other CCA Administrators across the state on CCA Legislation that was introduced on Monday, 5/15, by Senator Peter Harchham, called State and Local Clean Energy Partnership Act (Bill #S6899 / #A7371). The law will establish CCA programs through legislation, rather than through regulation alone. It will ensure that municipalities may maintain and expand their current support of the state's climate objectives through CCA programs. It will also allow opt-out community solar to be offered through CCA programs.

**Send a letter of support** to your state legislators by May 31st before the end of the current session. (See attached template)

- Call your legislators to express support for [S6899 / #A7371](#).
- Attend statewide webinar for local governments, on Tuesday, 5/23, at 1 PM. [REGISTER HERE](#).
- Email Carmen Santos at [carmen@sustainablewestchester.org](mailto:carmen@sustainablewestchester.org) with any questions.

Our second path requests that the CCA regulator, the NYS Public Service Commission, approve opt-out community solar within state CCA policy immediately.

**2. Join the Opt-out CDG Coalition.**

Join the opt-out community solar (a.k.a. Opt-out Community Distributed Generation) state-wide coalition by signing the coalition's letter. The letter requests the NYS Public Service Commission approve opt-out community solar within state CCA policy without delay. Over a dozen municipalities have already joined and signed. Opt-out community solar is a powerful tool that empowers local governments to enroll eligible residents and small businesses in community solar projects, prioritizing those in utility financial assistance programs and state-designated Disadvantaged Communities.

- Sign the letter on the [coalition's website](#). (See attached Coalition letter.)
- Email Carmen Santos at [carmen@sustainablewestchester.org](mailto:carmen@sustainablewestchester.org) with any questions.

Your support is crucial to making clean energy accessible and equitable for communities throughout New York.

Thank you,

Jim Kuster

Interim Executive Director, Sustainable Westchester



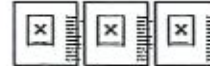
40 Green Street  
Mt. Kisco, NY 10549  
United States

914-242-4725

Sustainable Westchester is emailing you this information because you are a valued community member. You may have signed up for our newsletter or inquired about one or more of our programs via email, phone call, or at an event.

If you prefer to avoid receiving periodic updates & information from Sustainable Westchester, please opt-out below.

[Opt-Out Here](#)



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Carmen Santos  
Senior Program Manager, Solar  
T: 914-242-4725 ext. 105  
Sustainable Westchester  
40 Green Street, Mount Kisco, NY 10549

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[[Letterhead]]

[[Date]]

**Re: REQUEST FOR SUPPORT OF THE STATE AND LOCAL CLEAN ENERGY PARTNERSHIP ACT,  
S6899/A7371**

Dear: Senator/Assembly Member [[\_Name\_]]

As a municipal leader looking to support New York's Climate Act objectives concerning both climate and climate justice, I am reaching out to ask for your support of the *State and Local Clean Energy Partnership Act, Senate Bill S6899 /Assembly Bill A7371*.

The law will ensure that the municipalities can maintain and expand their current support of the state's climate objectives, buying renewable electricity supply on behalf of their constituents through the highly successful Community Choice Aggregation (CCA) program.

It is critically important that we pass this legislation this term in order to establish Community Choice Aggregation renewable energy programs through legislation, rather than through regulation alone. Of the ten states that have enabled CCA authority in the US, including California and Massachusetts, New York is the only state that does not underpin this local authority with legislation. This lack of a legislative foundation has been holding back the expansion of CCA programs in New York State.

We have already proven our value to New York's Climate Act. This year, CCA programs are on track to purchase between 30% to 40% of the state's renewable energy in the voluntary energy market. Within and outside of CCAs, municipality-backed solar developments today account for over 80% of the total solar market. We must be able to continue to develop our climate and climate justice programs in a secure environment and with the same legal backing as is enjoyed by municipal leaders in other states.

We have much to offer. Through CCA, municipalities have the potential to ensure that community solar credits are provided to low- to moderate-income residents at scale with no added cost to the state. We also want to be able to support renewable generation directly by creating power purchase agreements with regional clean energy power plants. Given the strong track record of CCA in New York to date, CCA municipalities are essential partners of the state in reaching its climate agenda. We also want to be sure we can direct benefits toward our residents in the pursuit of the climate and climate justice objectives and needs of our communities. This legislation ensures that this potential can be realized in a framework of stability and market certainty.

The legislation is time-sensitive because in Q3 & Q4 of this year, the federal government will allocate in excess of \$1 billion of investment tax credits to support renewable energy deployment. This law will position New York's municipalities and community solar industry to gain access to the huge private investment that will be sparked by the tax credits.

We would therefore ask that your office fast-track your signing on to the *State and Local Clean Energy Partnership Act*.

Signature