

**VILLAGE OF TARRYTOWN
BOARD OF TRUSTEES
WORK SESSION 6:00 P.M.
WEDNESDAY, DECEMBER 1, 2021**

Pursuant to the end of the State of Emergency pertaining to COVID-19, all meetings will now be in person.

Meeting Live-Stream: <https://www.tarrytowngov.com/home/events/36796>

- ACTION ITEMS:**
1. Authorization for Stipulation and Release
 2. Appointment of Deputy Village Clerk

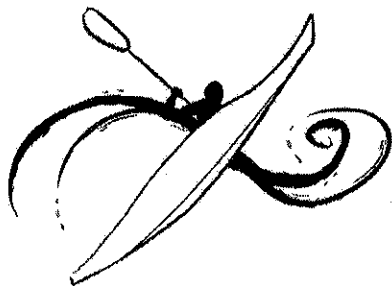
Open Session

1. Board of Trustees Concerns
2. Continued Discussion – Village of Tarrytown Position on Cannabis
3. Renewal - Hudson River Kayak Outfitters
4. Repair/Rehabilitation Barbelet Pedestrian Bridge
5. Bagging Meters for Holidays
6. Outdoor Dining Tables/Sidewalk Cafes
7. DPW – Asphalt Hot Box
8. Six-Wheel Dump Truck w/Two Bodies, Leaf Box, Flatbed, Salt Spreader and Plow
9. Mechanic Utility Pick-Up Truck
10. Replacement Fire Truck for Consolidated Engine Fire Company
11. Chemical Metering Upgrade at Shaft 10
12. Discussion - Fees and Charges for 2022 Including Camp and Pool
13. Discussion - Resuming Contractual Tree Well Maintenance
14. Discussion – Conceptual Plan for 238 Green Street (Currently WIBC)
15. Vaccine Mandates – Village Employees
16. Annual Organizational Meeting - Policy Matters

Executive Session

- A. Annual Organizational Meeting - Personnel Matters





HUDSON RIVER RECREATION

P.O. Box 619 – Croton On Hudson – NY – 10520

www.kayakhudson.com – 914.682.5135

9/20/2021

Village of Tarrytown
Attention: Richard Slingerland, Village Administrator
One Depot Plaza
Tarrytown, NY 10591

RE: Tarrytown Lakes Kayak Concession- Contract Extension 2022-2023

Mr. Richard Slingerland:

Please allow this letter to serve as a request for consideration regarding the contract extension of the Tarrytown Lakes Kayak Programs. Listed in the current agreement, there is provision for a 2-year extension covering 2022 and 2023.

Aside from the fee structure listed below, there are no other proposed changes to the existing programs. This fee structure is rooted in necessary responsiveness to COVID-19 and the necessary minimization of crowding.

Product	Proposed Price- <i>Not To Exceed</i>	Previous Price
Single kayak rental	35.00/1.5 Hours	20.00/1 Hour 30.00/2 Hours
Double kayak rental	59.00/1.5 Hours	40.00/1 Hour 50.00/2 Hours
Touring kayak rental (single)	55.00/1.5 Hours	n/a- New offering
Single recreational kayak multi-trip punch pass (5-trip/10-trip)	157.50/262.50	n/a- New offering Replaces season pass
Double recreational kayak multi-trip punch pass (5-trip/10-trip)	262.50/442.50	n/a- New offering Replaces season pass
Instructional Lessons	No change to price	89.00/2 Hour Lesson 99.00/3 Hour Lesson

If any additional information or more detailed information regarding this proposal is desired, please allow Hudson River Recreation the opportunity to provide said information and/or details in writing or in person.

Thank you for your consideration,

John Clark
Hudson River Recreation
914-282-1539

TARRYTOWN LAKES KAYAK RENTALS
LICENSE AGREEMENT

Agreement made this 4th day of March 2019 by and between the Village of Tarrytown, having its offices at One Depot Plaza, Tarrytown, New York 10591, hereinafter referred to as the "Village" and Hudson River Kayak Outfitters, LLC, d.b.a. Hudson River Recreation, P.O. Box 619, Croton-on-Hudson, New York, 10520, hereinafter referred to as the "Contractor."

1. In consideration of payment described in Paragraph 4, the Contractor shall be the exclusive provider of any paddlesports programs from the designated Tarrytown Lakes location on behalf of Tarrytown Parks and Recreation for a period of two (2) years, renewable for a second term of two (2) years, and then renewable for a third term of one (1) year. These renewals are automatic, except as further set forth in the term provisions (Section 9) of this agreement. These programs are to primarily include kayak rentals and instructional programs.
2. Contractor shall also be provided a suitable location outside of the Eastview Pump Station for the placement of a temporary storage facility for the storage of contractor's kayaks and other related equipment. The contractor shall be responsible for all fees associated with the delivery, monthly costs, and pick-up of the portable storage container. The location for the placement of the storage facility is noted on the attached map, which is marked Exhibit A and included herewith and the storage facility shall be placed in such a manner as to reduce the visibility from the public on the pathway adjacent to the Lower Tarrytown Lake and on Neperan Road.
3. Village shall provide a minimum of one (1) portable toilet facility to the site at Village's expense during the entire period that the program which is the subject of this agreement is provided.
4. For work performed under this Agreement, the Village shall receive a license fee as follows to be paid on or before October 15 of the year that the program which is the subject of this agreement is provided.

2019	\$1,600
2020	\$1,700
2021	\$1,800
2022	\$1,900
2023	\$2,000

5. The Village shall be exclusively responsible for the maintenance of the Tarrytown Lakes Park, including but not limited to cutting the grass and trimming shrubbery, and providing restroom facilities

6. Contractor acknowledges that this license agreement provides licensee the opportunity to provide access to the Tarrytown Lakes location strictly for the purposes of paddlesports programs and services including but not limited to that which are the subject of this agreement or are coordinated and operated by Licensee. Licensee shall not have the authority to grant permission to any other party(s) to use the Tarrytown Lakes for kayaking other than for programs sponsored by the "Contractor".

7. The Contractor shall charge the following rates for the paddlesports programs:

<u>Program</u>	<u>Fee</u>
Single Kayak Rental	\$20.00 (1 hour)
Single Kayak Rental	\$30.00 (2 hours)
Double Kayak Rental	\$40.00 (1 hour)
Double Kayak Rental	\$50.00 (2 hours)
Instructional Lessons	\$89.00 per person for 2 hours
Instructional Lessons	\$99.00 per person for 3 hours
Resident Season Pass/Single Kayak	\$169.00
Resident Season Pass/Double Kayak	\$219.00

Contractor shall place a rate board noting the above rates in a prominent location at the site and on the Contractors website. Any changes to the fee structure shall require prior approval of the Village. In no case shall Contractor charge a fee to non-residents that is less than the fee provided to residents.

8. Contractor shall be entitled to place advertising signage for the services offered adjacent to Neperan Road in a conspicuous location. The signage and the location thereof shall require prior approval from the Village before the sign shall be placed along Neperan Road. In addition, the Village will include the Contactor's services prominently in the seasonal recreation brochure and prominently on the Village's website in an appropriate location.

9. The term of this agreement shall begin on May 15, 2019, and end as specified in the fee schedule. However, the Village or the Contractor may, upon one hundred and twenty (120) days written notice to the other party, terminate this Agreement in whole or in part. If the agreement is terminated, a prorated sum of the license fee will be applicable.

10. The Contractor understands that he/she, as an independent contractor, is not an employee of the Village while rendering the services described in Sections 1 and 2, nor covered under the Village's personal injury, general liability, Worker's Compensation or retirement benefits. It is further understood that the Contractor holds harmless the Village and its agents from and against any and all liability arising directly out of acts or omissions involved in this scope of work.

11. Contractor shall maintain, or cause to be maintained, in full force and effect during the term of this Agreement, at its expense, Workers' Compensation Insurance, public liability insurance covering personal injury and property damage, and other insurance with minimum coverages as listed below. Such policies are to be in the broad form available on usual commercial terms and shall be written by insurers of recognized financial standing satisfactory to the Village who have been fully informed as to the nature of the Work to be performed. Except for Workers' Compensation and professional liability, the Village shall be named as an additional insured on all such policies with the understanding that any obligations imposed upon the insured (including, without limitation, the liability to pay premiums) shall be the sole obligations of Contractor and not those of the Village. Notwithstanding anything to the contrary in this Agreement, Contractor irrevocably waives all claims against the Village for all losses, damages, claims or expenses resulting from risks commercially insurable under the insurance. The provisions of insurance by Contractor shall not in any way limit Contractor's liability under this Agreement.

<u>Type of Coverage</u>	<u>Limits of Coverage</u>
Workers' Compensation	Statutory
Employer's Liability or similar insurance	\$1,000,000 each occurrence
Automobile Liability	\$1,000,000 aggregate
Bodily Injury	\$1,000,000 each occurrence
Property Damage	\$1,000,000 each occurrence
Comprehensive General Liability, including broad form contractual liability, bodily injury, and property damage	\$1,000,000 aggregate \$1,000,000 each occurrence

Contractor shall deliver simultaneously with the execution of this Agreement, certificates of insurance evidencing Contractor's compliance with these requirements.

12. Contractor agrees that it will defend, indemnify and hold harmless the Village of Tarrytown or any of its agents, servants and/or employees from any and all suits, claims, actions, or causes of action of every name and description brought against the Village of Tarrytown, its agents, servants and/or employees for or on account of any death, injuries or damage received or sustained by any party or parties as a result of the placement of a temporary storage facility for the storage of contractor's kayaks and other related equipment on Village property provided the claims do not arise out of any negligent activities of the Village of Tarrytowns, its agents, servants and/or employees.

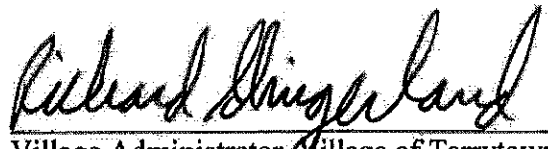
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13. The contact information for the Contractor is as follows:

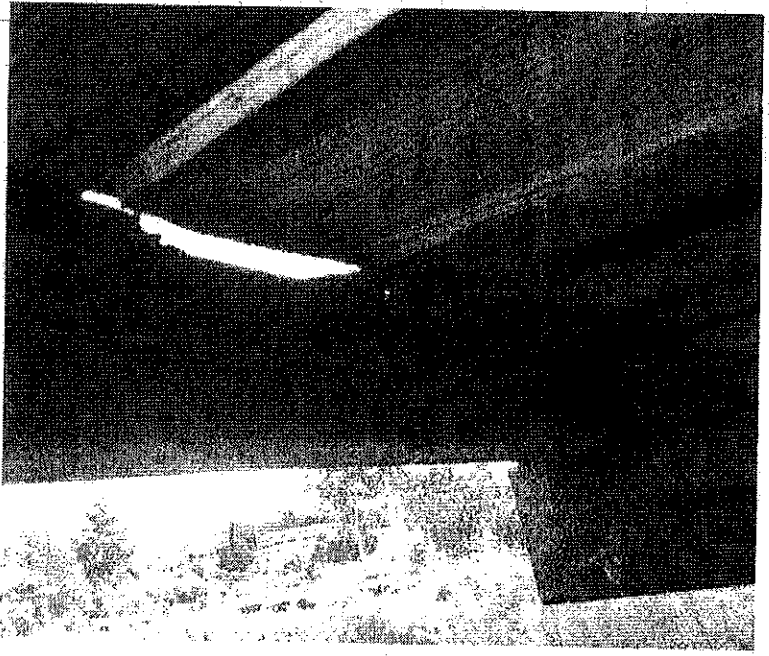
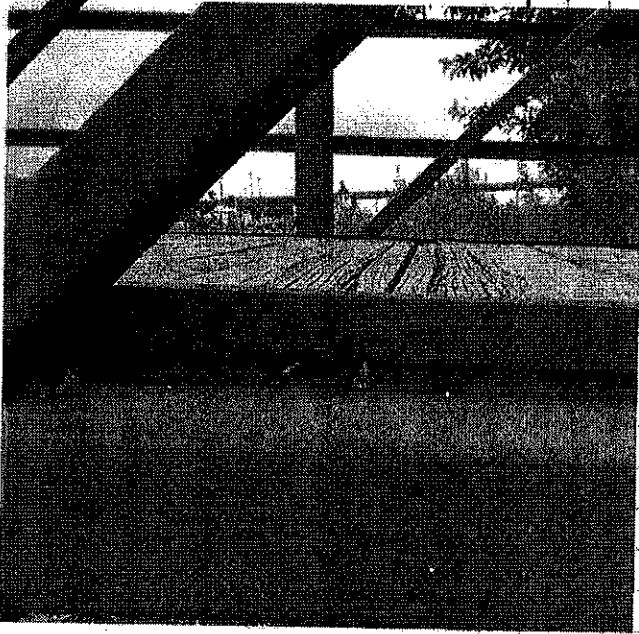
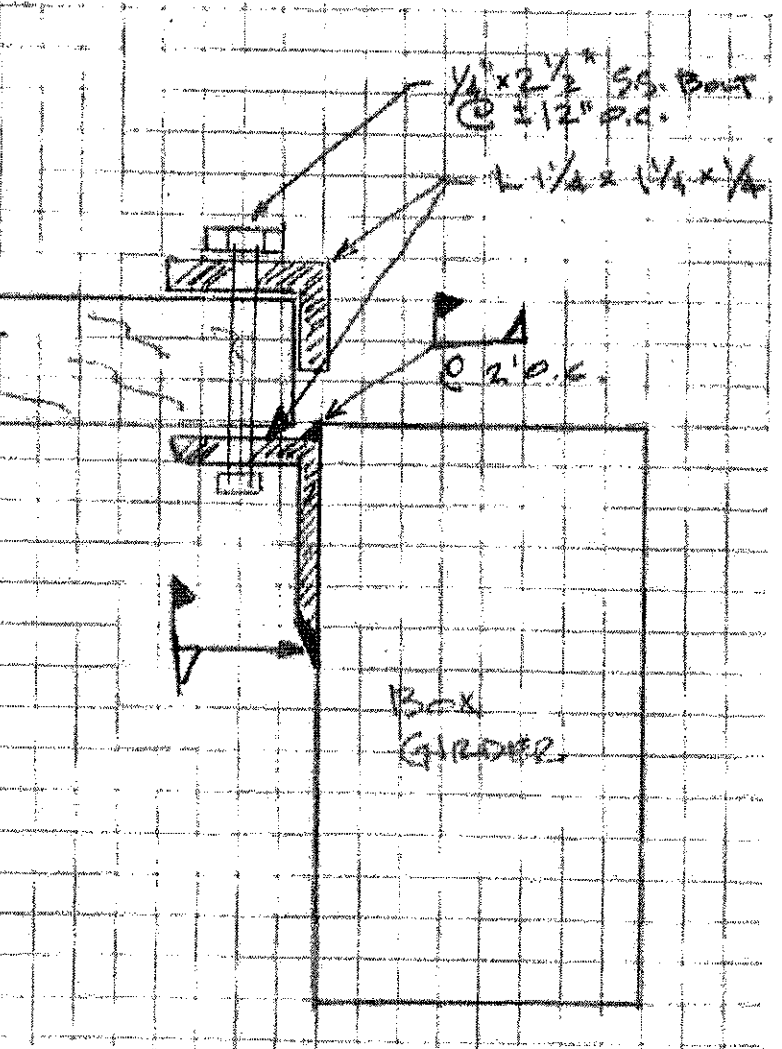
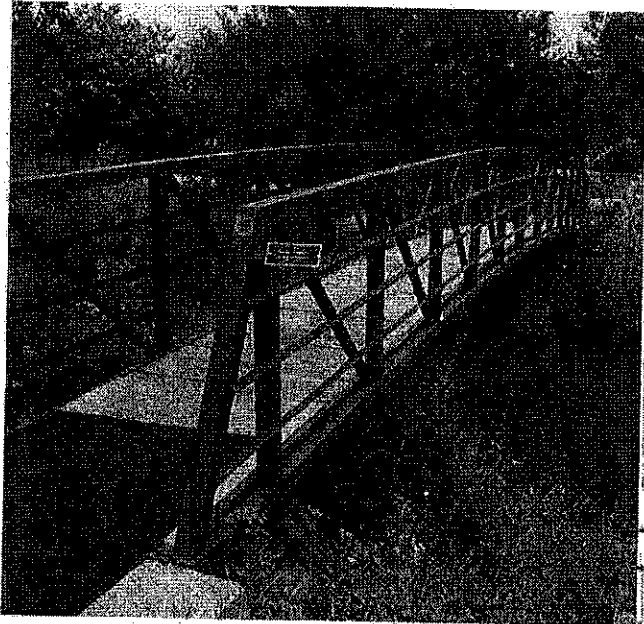
Name: Hudson River Recreation
Owners Name: John Clark
Address: PO Box 619, Croton-on-Hudson, NY 10520
Public Phone Number: 914-682-5135
Owners Phone Number: 914-282-1539
Public Email Address: info@kayakhudson.com
Owners Email Address: jclark@kayakhudson.com

AGREED:

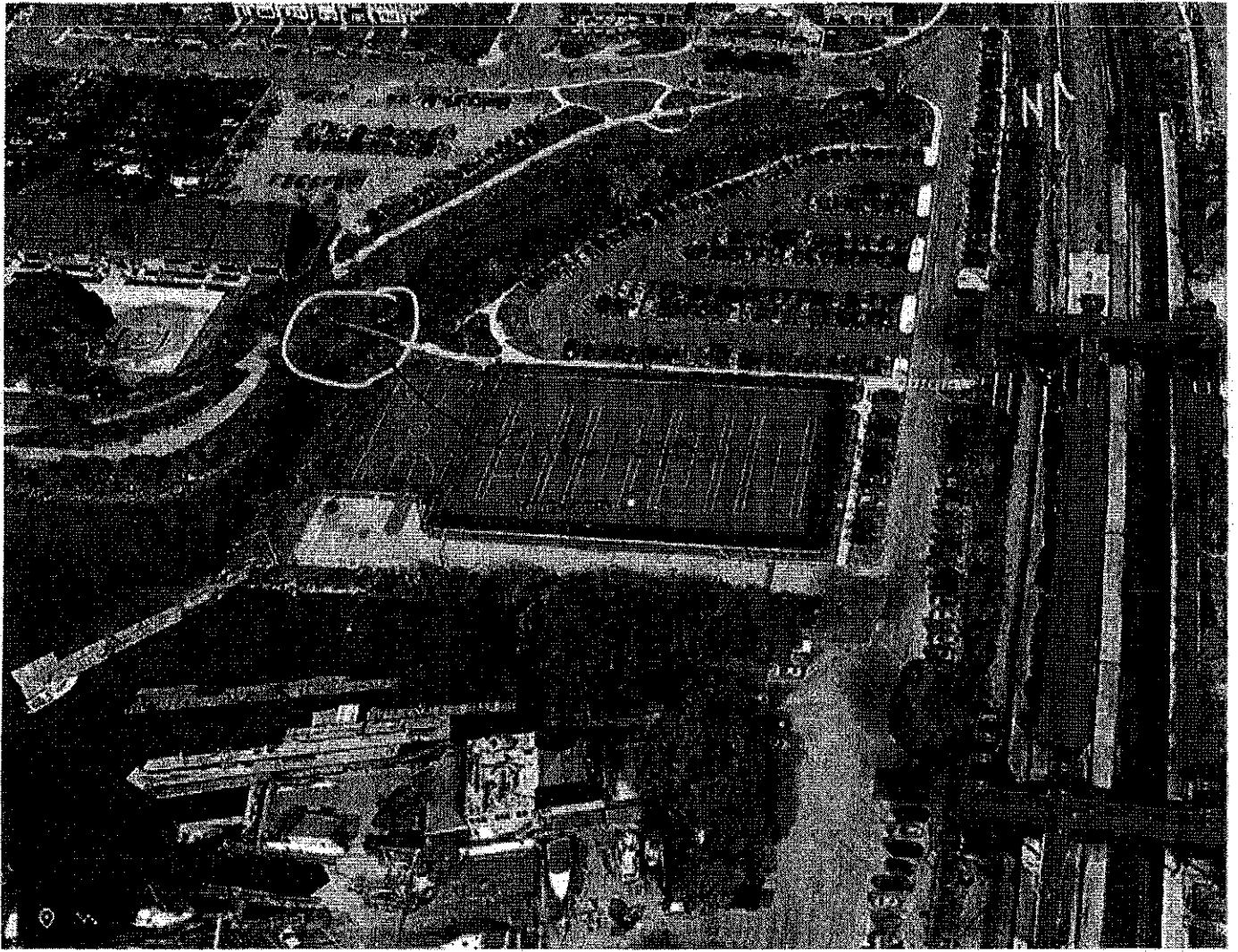

Hudson River Kayak Outfitters, LLC


Village Administrator Village of Tarrytown

G. Barbelet Pedestrian Bridge
Pierson Park
Span Length = 48 feet



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LOCATION PLAN
N.T.S.

Dan Pennella

From: Dan Pennella
Sent: Friday, July 30, 2021 9:16 AM
To: info@steeldesignpro.com
Cc: Joshua Ringel; Anthony Ross
Subject: RE: Provide Pictures
Attachments: Repairs to Barbelet Bridge.pdf

Hunter:

As we spoke here is a sketch and picture of the steel work we need to be performed. You will need to remove the existing angles and planks to perform the steel work shown. If you are able to install the planks we would appreciate a separate cost for that work, we can purchase the wood. If you have any questions you can call at (914) 505-4449.

Thank you,

Dan

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

From: info@steeldesignpro.com <info@steeldesignpro.com>
Sent: Thursday, July 29, 2021 1:04 PM
To: Dan Pennella <DPennella@tarrytowngov.com>
Subject: Provide Pictures

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

Hello Dan,

As per our conversation please provide pictures of the existing area and I will review to let you know if we can complete the job.

Thank you!

Hunter Alderman
Senior Project Manager
C&F Steel Design Inc.
C&F Structural Steel And Iron Works
Office 914-592-3928



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C & F Steel Design Inc.
 14 North Payne St.
 Elmsford, NY 10523

Estimate

Date	Estimate #
7/30/2021	438

Name / Address
Village Engineer/Building Inspector Donato R Pennella, PE One Depot Plaza Tarrytown, NY 10595

Price valid for 15 days. Permits to be pulled by others. Price based on a single phase install.
 Price subject to change due to steel price fluctuations

P.O. No.

Description	Qty	Rate	Total
G. Barbelet Pedestrian Bridge Project: APPROX LENGTHS Demo included in price. 1 1/4" x 1 1/4" x 1/4" Angle @ 48' - 4pc (192' linear) 8 Business days to complete, 3 techs on-site. 3" weld every 16" OC. C&F Steel to install wood planks add \$3,500 to total. Wood must be provided along with hardware. Steel to be primed only. Electrodes included. Area must be clear for install. Parking must be provided . %50 deposite needed to order steel. Lead time approx 4-6 weeks. Sales Tax - Westchester County	1	27,481.00	27,481.00T
		8.375%	00.00
Parking for C&F vehicles must be provided. Area must be cleared. Prevailing wage not included. 50% deposit required to start all work. Only what is listed above is included in the scope. All work to be done on regular time. Credit card will add 4%. Please sign & return.		Total	\$27,481.00

Signature: _____ Date: _____

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Dan Pennella

From: Jaime Chuchuca <jncjaime@yahoo.com>
Sent: Monday, October 4, 2021 10:01 PM
To: Dan Pennella
Subject: Re: Barbelet Bridge

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

Hi Dan. Unfortunately I don't know anyone who does that work.

Sent from Yahoo Mail on Android

On Mon, Oct 4, 2021 at 11:56 AM, Dan Pennella <DPennella@tarrytowngov.com> wrote:

You would happen to know an steel company who might be interested?

Dan

4

Dan Pennella

From: Dan Pennella
Sent: Monday, October 4, 2021 11:22 AM
To: salcentral@yahoo.com; virginiachiappetta@yahoo.com
Cc: Joshua Ringel
Subject: Barbelet Bridge - Vic. 240 West Main Street
Attachments: Repairs to Barbelet Bridge.pdf

Sal/Ginnie:

Hope all is well with you. I have attached a scope of work for replacing the decking and supports for the same on the Barbelet Bridge if you are interested. The purchase of the wood planks should not be included in the proposal, however you can provide a separate cost for purchasing the wood.

Thank you,

Donato R. Pennella, P.E.
Village Engineer
Village of Tarrytown

☺ 10/20/21 Met Sal ; showed him bridge work.

☺ 11/17/21 Left Message to call me back.

11/19/21 Called me ; said he forgot but will get back to me by 11/22.

NEVER RECEIVED

4

Dan Pennella

From: Dan Pennella
Sent: Thursday, October 21, 2021 9:16 AM
To: ironrocco@hotmail.com
Cc: Feliciano Valvano
Subject: FW: Barbelet Pedestrian Bridge - Deck Replacement
Attachments: Repairs to Barbelet Bridge.pdf

Roberto,

Since, I did not get a response I am assuming you are not interested in this work.

Thank you,

Donato R. Pennella, P.E.
Village Engineer
Village of Tarrytown

From: Dan Pennella
Sent: Tuesday, October 5, 2021 11:29 AM
To: ironrocco@hotmail.com
Cc: Joshua Ringel <Jringel@tarrytowngov.com>
Subject: Barbelet Pedestrian Bridge - Deck Replacement

Roberto:

I have attached a scope of work for replacing the decking and supports for the same on the Barbelet Bridge if you are interested. The purchase of the wood planks should not be included in the proposal, however you can provide a separate cost for purchasing the wood. Alternate suggestions are welcome.

Thank you,

Donato R. Pennella, P.E.
Village Engineer
Village of Tarrytown

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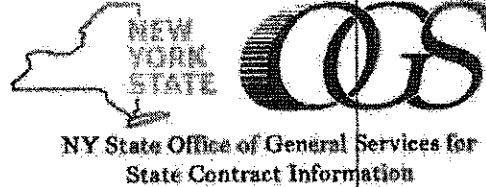
McGrath Municipal Equipment, LLC
 PO Box 422
 Springfield, NJ 07081-0422



(973) 258-1947
 (973) 404-8821 fax

November 18, 2021

Mr. Lou Martirano
 Superintendent of Public Works
 Village of Tarrytown
 One Depot Plaza
 Tarrytown, NY 10591



Dear Ms. Martirano:

Thank you for your interest in Falcon Road Maintenance Equipment. Per our conversation, below is a quotation based on your requirements.

3-Ton Falcon RME Asphalt Hot Patcher Dump Trailer

SKU #	Item Description	List Price	ESCNJ Price
MI10259	Hopper: <ul style="list-style-type: none"> • 3 Ton capacity • Triple Wall Constructed, 100% Insulated • Horizontal Heat Duct through center of hopper • Insulated, Fully Opening Loading Doors • Door Handles slide out allowing for leverage in ease of opening and are positively locked for safety when opened • Flange bearings on top loading doors • Doors are pitched 2" to avoid moisture build on top of hopper • All walls are constructed of one piece steel and are continuously welded to avoid rust spots and deterioration in the future • Low profile design makes viewing / cleaning inside the hopper easier 	\$ 25,918	\$ 22,905
NJP0030	Material Metering Door <ul style="list-style-type: none"> • Guillotine style door opens in multiple positions to control release of asphalt • Door is 33" x 18" to allow complete and easy unloading of material • Operator handle on curb side, two-hand closing operation for safety • Worktable is heated • Release Agent Sprayer Holder 	\$ 338	\$ 304

	<p>Heat Source and Controls:</p> <ul style="list-style-type: none"> • Diesel burner – 105,000 BTU Beckett Burner <ul style="list-style-type: none"> ○ No special hazmat license required ○ Safer than Propane, simplified refueling process ○ Lower cost per hour of operation • One-Piece Vacuum Formed Combustion Chamber – 92% Efficiency • One switch start • Automatic Temperature Control <ul style="list-style-type: none"> ○ Digitally set temperature – shuts off when desired temp is reached ○ When temp in hopper drops 10°, burner is ignited to maintain proper temperature • 12Volt 550 Cranking Deep Cell Battery and Box • Battery Charger • Voltage Indicator Protection (low volt shut-down) • Full access to Diesel burner from above the frame 			
<p>NJP0002</p>	<p>Dump Body</p> <ul style="list-style-type: none"> • Dumping capability – hopper to tilt 45° • Allows for material to be evacuated out of hopper without shoveling. Important when filling cuts and cleaning material out of the hopper. • Electronic over Hydraulic – self-contained hydraulic system • Two (2) Stabilizing Legs • Push button controller connected by a 15' power cord 	<p>\$ 5,615</p>		<p>\$ 5,054</p>
<p>NJP0004</p> <p>NJP0050</p> <p>NJP0084</p>	<p>Trailer</p> <ul style="list-style-type: none"> • National Association of Trailer Manufacturers (NATM) Certified • DOT Compliant – lighting / conspicuity tape • Trailer Frame – tubular steel with gussets for strength • Continuous welds on entire frame for strength • Trailer RBM Rating 293,040 in (lbs) • Electric Brakes • 15 gallon fuel tank mounted on the side of the hopper • Tandem Axle – 9,990 GVWR • Extended Frame (2') • Four (4) Tires – 16" x 6" 12-ply tires mounted on 8-bolt wheels • 2' Extended Trailer Hitch • Tool holder – Five (5) positions • Diamond tread plate, non-slip hopper access platform for easy access to Hopper 	<p>\$ 253</p> <p>\$ 186</p> <p>\$ 188</p>		<p>\$ 228</p> <p>\$ 167</p> <p>\$ 169</p>
	<p>Engineering / Construction</p> <ul style="list-style-type: none"> • CNC Machined parts based on AutoCad drawings ensures standardized parts for future replacement • All wiring and encloses are NEMA 3 Rated • All wires are soldered and shrink wrapped • 3 Step Painting Process – entire unit to be painted "red", "yellow", "orange" or "black" <ul style="list-style-type: none"> ○ Sandblasted ○ Epoxy Primer ○ Urethane Finish (6 mills) thick 			

NJP0026	Lighting		
	<ul style="list-style-type: none"> Two (2) 4" round Stop/Tail/Turn and One (1) 4" round LED Amber strobe lights on each side of hopper 	\$ 622	\$ 560
NJP0086	<ul style="list-style-type: none"> 360° Strobe Light ID Bar above door and red/orange market lights All lights are shock mounted for protection from asphalt Conspicuity tape 	\$ 424	\$ 381
	Freight – 720 miles x \$ 2.00/mile		\$ 1,440
	2021 Steel Surcharge		\$ 1,250
	OGS Contract Price		\$ 32,458

Operation, Parts and Service Manuals
 Three Year End to End Warranty
 Five Year Combustion Chamber – Burner Box Warranty
 Lifetime Frame Warranty
 Delivery to Tarrytown, NY and Training included

Lead Time after order – 45-60 Days
 Field Service is Provided – technician to be on-site within 48 hours of call

OPTIONS:

NJP0011	Dual Burner Recycling System	\$ 4,903	\$ 4,412
	<ul style="list-style-type: none"> Includes an additional Burner , additional Air Ducting in the Hopper, Automatic Temperature Control, 24-Hour Timer Provides ample heat in the hopper to recycle clean millings, asphalt pieces and reheating of cold virgin asphalt overnight Unit can be loaded with cold material, 24-Hour Timer allows unit to fire up automatically in the middle of the night with material ready to work in the morning. Also allows for material to used that would otherwise be waste. 		
NJP0039	AC Melter	\$ 7,073	\$ 6,366
	<ul style="list-style-type: none"> 30 Gallon – Oil Jacketed Heated Insulated Tank mounted on trailer Separate diesel burner – automatic temperature control Dual Thermocouplers – measures temperature in oil and material Gravity fed 		
NJP0041	<ul style="list-style-type: none"> Pour Pot – mounted on trailer when not in use 	\$ 172	\$ 155
NJP0054	Hoist / Compactor Basket	\$ 1,160	\$ 1,044
NJP0054	<ul style="list-style-type: none"> 12 volt Electric Hoist Compactor Basket 	\$ 286	\$ 258
NJP0082	Release Agent Washdown System - 2 Gallon Tank, 12v Pump and Wand	\$ 1,053	\$ 947
NJP0083	Hose Reel – Spring Retractable	\$ 751	\$ 676



Purchase Requisition

Village of Tarrytown, NY
Department of Public Works

Date: **November 19, 2021**

CHEVROLET OF SMITHTOWN

Phone: **(631) 863-8554**

Recommended Vendor

Company Name
926 Middle Country Road
Address
Saint James, NY 11780

Contact: **Rock Busto**

eMail: **rock@rockbustofleet.com**


Vendor #: **NEW (W-9 attached)**

Budget Line		Budget Year	Items Available	
H.		2021-2022	YES	NO
1	6wheel Dump Truck	CHEVY 6500 CHASSIS		\$56,000.00
		SWAPLOADER		\$82,000.00
		LEAF AND FLAT BED BODY		
		9' PLOW		
		8' Salt Spreader		
			COST	
			SHIPPING	incl
			TOTAL	\$138,000.00

OTHER VENDORS

QUOTE #	COMPANY NAME	PRICE
	BOCES: #19/20-045	

Requested by:


Louis Martirano, Sup't of Public Works

DEPARTMENT OF PUBLIC WORKS
4 Division Street, Tarrytown, NY 10591
(914) 862-1819
DPW@Tarrytowngov.com



Purchase Requisition

Village of Tarrytown, NY
 Department of Public Works

Date: **November 19, 2021**

Recommended Vendor
CHEVROLET OF SMITHTOWN
 Company Name
926 Middle Country Road
 Address
Saint James, NY 11780

Phone: **(631) 863-8554**

Contact: **Rock Busto**

eMail: **rock@rockbustofleet.com**

Vendor #: **NEW (W-9 attached)**

FISCAL YEAR		BUDGET YEAR		BUDGET AVAILABLE	
H.		2021-2022		YES	NO
1	PICK-UP TRUCK	MECHANIC TRUCK - UTILITY 1			
		CHEVY 4500 CHASSIS			\$54,000
		Pro Service Body incl:			\$66,000
		2' Plow			
		Vanair - Generator Package			
		Bedliner			
				TOTAL	\$120,000.00

OTHER VENDORS

QTY	DESCRIPTION	PRICE
	BOCES: #19/20-045	

Requested by:

Louis Maritano, Sup't of Public Works

DEPARTMENT OF PUBLIC WORKS
 4 Division Street, Tarrytown, NY 10591
 (914) 862-1819
 DPW@Tarrytowngov.com

PROPOSAL FOR FURNISHING FIRE APPARATUS

November 23, 2021

Village of Tarrytown
One depot Plaza
Tarrytown, NY 10591

The undersigned is prepared to manufacture for you, upon an order being placed by you, for final acceptance by Firematic Supply Company, Inc., at its home office in E. Yaphank, NY, the apparatus and equipment herein named and for the following prices:

One (1) new Pierce pumper per attached specs.	\$ 845,331.00
Price includes 1 factory trip with 4 members	
Sourcewell discount	\$ (7,200.00)
Custom tool mounting	\$ 15,000.00
Performance bond	\$ 3,000.00
5 year bumper to bumper warranty option.	\$28,750.00
2022 price increase on or after 2/1/22	\$50,263.00
Total \$	

Said apparatus and equipment are to be built and shipped in accordance with the specifications hereto attached, delays due to strikes, war, or intentional conflict, failures to obtain chassis, materials, or other causes beyond our control not preventing, within about 480 working days after receipt of this order and the acceptance thereof at our office at E. Yaphank, NY, and to be delivered to you at Tarrytown Fire

The specifications herein contained shall form a part of the final contract, and are subject to changes desired by the purchaser, provided such alterations are interlined prior to the acceptance by the company of the order to purchase, and provided such alterations do not materially affect the cost of the construction of the apparatus.

The proposal for fire apparatus conforms with all Federal Department of Transportations (DOT) rules and regulations in effect at the time of the bid, and with all National Fire Protections Association (NFPA) Guidelines for Automotive Fire Apparatus as published at the time of bid, except as modified by the customer specifications. Any increased cost incurred by first part because of future changes in or additions to said DOT or NFPA standards will be passed along to the customers as an addition to the price set forth above.

Unless accepted within 30 days from date, the right is reserved to withdraw this proposition.

Firematic Supply Company Inc.

By: _____
AUTHORIZED SALES REPRESENTATIVE
Jeff Horn



Contract Term 4/16/2018 - 4/16/2022

Contract Number 022818-PMI

Scope Nationwide (lead state - MN)

Fee \$2,000 per purchase order

Pricing Line item pricing on base models and fixed price discount for catalog options.

In 1978, Sourcewell, formerly known as the National Joint Powers Alliance® (NJPA), was authorized by state law as an Educational Cooperative Service Unit (Service Cooperative #924) to serve education and government entities with solutions, as outlined in Minn Stat. 123A.21, which are more efficiently delivered cooperatively than individually.

For over 40 years, Sourcewell has helped government, education, and non-profit agencies operate more efficiently. We help them save time and money with contract purchasing solutions that are solicited nationally.

Sourcewell provides member-centered solutions that leverage its resources to strategically reinvest in the communities we serve as an invaluable service cooperative partner.

Contract Term 12/01/2017 - 11/30/2019

Contract Number FS12-17

Scope Nationwide (lead state -TX)

Fee \$2,000 per purchase order

Pricing Base bid items published with an unpublished content threshold.

The largest of 24 Councils of Government (COG) in Texas and is a political subdivision of the state of Texas. It has been serving local governments for more than 40 years.

Established pursuant to Texas Interlocal Cooperation Act [Texas Local Government Code, Title 7, Chapter 791]. The Act allows local governments and certain non-profits to contract or agree under the terms of the Act to make purchases or provide purchasing services and other administrative functions appropriately established by another government entity. The Interlocal Contract (ILC) is the required legal document that establishes a link between the End User (local governments and certain non-profits) and HGACBuy and gives the End User access to HGACBuy contracts.

Contracts are established based on the requirements of [Texas Local Government Code, Chapter 252]. Products and services are contracted after having been subjected to either a competitive bid (IFB) or competitive proposal (RFP) process. Contracts are a blanket type, usually for a term of two or three years.

STATE-LEVEL CONSORTIUMS

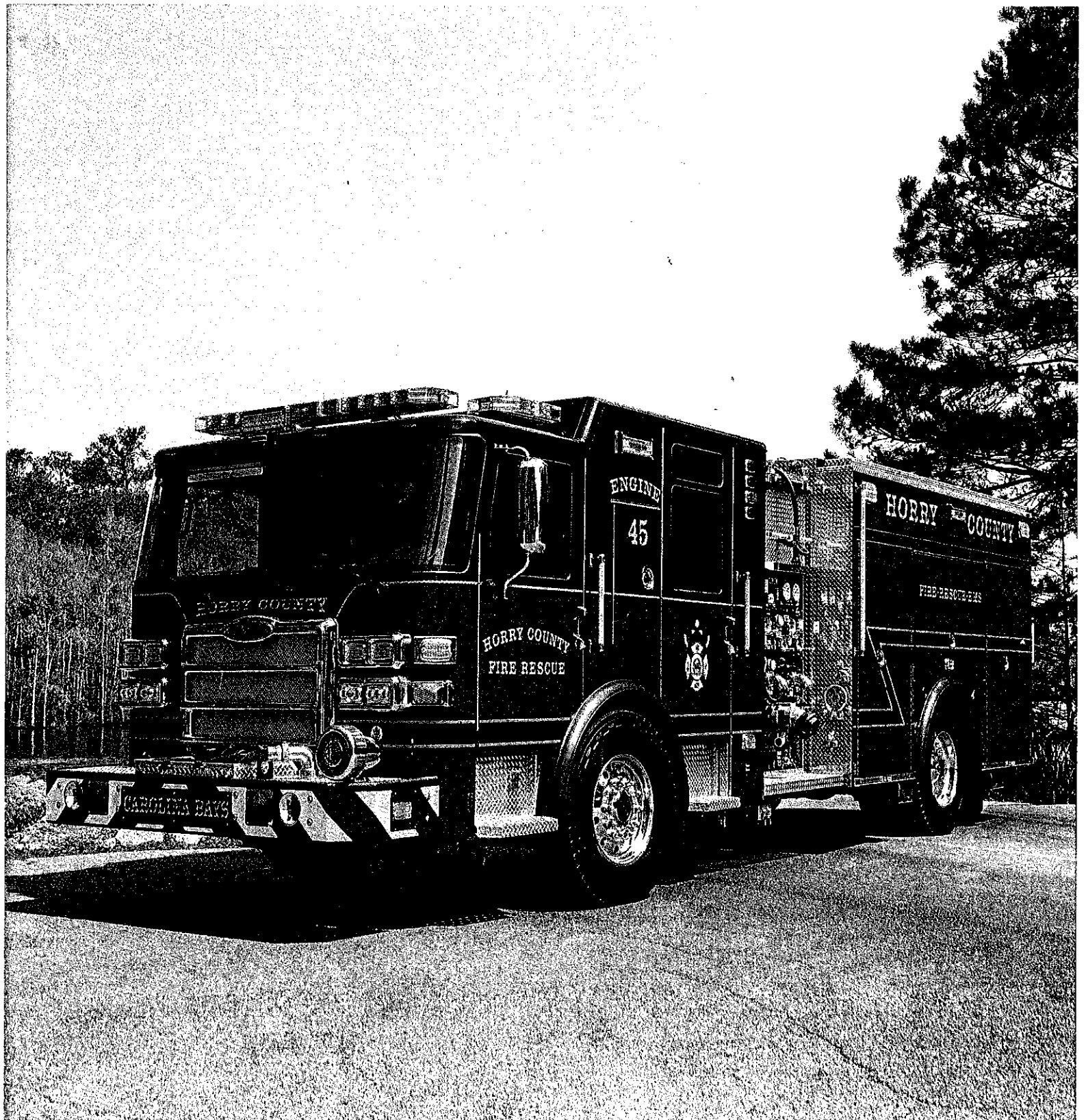
In addition to nationwide consortiums, Price also offers five consortium contracts at the state level.

Florida Sheriffs

Contract #: FSA18-VEF13.0
Lead State: Florida
Primary Dealer: Ten-8

Ohio State

Contract #: 800721
Lead State: Ohio
Primary Dealer: Finley





VILLAGE OF TARRYTOWN INTEROFFICE MEMORANDUM

BUILDING • ENGINEERING • PLANNING • ZONING • ARB

TO: Richard Slingerland, Village Administrator
FROM: Donato R. Pennella, P.E., Village Engineer
RE: **Chemical Metering Upgrade at Shaft 10 – Contract 2021-01**
DATE: **November 19, 2021**

The above referenced project was advertised in accordance with General Municipal Law 103-d on October 26, 2021 with sealed competitive bids received on November 15, 2021. Advertisements were published in the local Journal News and the New York Contract Reporter which allowed access to the digital bid documents at no cost to interested bidders. The bid documents were prepared by PCI, our design professional that has been engaged with our water supply system. The attached bids as received are summarized as follows:

Chemical Metering Pump Upgrades at the Shaft-10 Pump Station Facility			BID PRICE			
ITEM	ESTIMATED QUANTITIES	DESCRIPTION	ALON	EVENTUS	GEMSTAR	MACE
1	Lump Sum	Insurance, Bonds, Permits & Temporary Construction Facilities	\$12,617.00	\$5,000.00	\$8,500.00	\$20,000.00
2	Lump Sum	Removal and Replacement of Sodium Hypochlorite Chemical Injection Metering Pump System	\$35,000.00	\$50,900.00	\$54,000.00	\$70,000.00
3	Lump Sum	Removal and Replacement of Caustic Chemical Injection Metering Pump System	\$35,000.00	\$50,000.00	\$54,000.00	\$70,000.00
4	Lump Sum	Removal and Replacement of Orthophosphate Chemical Injection Metering Pump System	\$35,000.00	\$50,000.00	\$54,000.00	\$70,000.00
5	Lump Sum	Contingencies and Extra Work	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00
			\$127,617.00	\$165,900.00	\$180,500.00	\$240,000.00

The bid deviation of \$112,383 from the lowest bid of \$127,617 to \$240,000 the highest bidder is 88% higher. Since the lowest bidder has performed this type of work and is qualified, it is my recommendation that the contract be awarded to:

Alon Industries, Inc.
1665 Bullhead Road, Clinton Corners, 12514
Contract Amount: \$127,617.00

In addition, I have attached the proposal from PCI in the amount of \$10,800 to perform construction administration and inspection services for the same. This represents an 8.4% cost of construction value which is in line with general practices for this work and recommend awarding the professional services.

PCI, Professional Consulting, Inc.
1719 Route 10, Suite 225
Parsippany, New Jersey 07054
Contract Amount: \$10,800.00

This work is being performed due to the aging chemical feed equipment and WCDOH's Water System Field Compliance Report performed on March 18, 2021 and compliance with Subpart 5-1, NYS Sanitary Code.

c: Lou Martirano, Superintendent of Public Works

Water System Field Compliance Report: A Review of Compliance with Subpart 5-1 of the New York State Sanitary Code

NEW YORK STATE DEPARTMENT OF HEALTH
Bureau of Water Supply Protection

Public Water System Name Village of Tarrytown	Street Address One Depot Plaza (Village Hall)
Town, Village, or City Tarrytown (V)	County Westchester

PWS ID Number: **NY 5903461** PWS Type: C NC NTNC NP
 Source Type: Surface Ground GWUDI Date of Service: **03 / 18 / 21**

Begin Time: **10:15** End Time: **1:40** Disinfection Waiver Issued? Yes No 4-Log Virus Treatment? Yes No

Field Visit Type: Pre-operational Complaint Incident Illness Reinspection Sanitary Survey Inspection

Part 5 Subsection	Summary Description of Sanitary Code Requirement	SDWIS	Status
5-1.12(a)	Appropriate actions are taken in response to deteriorating source water quality or diminished effectiveness of treatment with potential for MCL violation.	SA	1
5-1.22(a)	Obtain health department approval prior to the construction or modification of a water system.	SB	1
5-1.23(a)	Obtain health department approval prior to use of an emergency water supply or alteration of a treatment process necessary to protect public health.	SD	1
5-1.27	Maintain minimum distribution system pressure of 20 psi at ground level.	SH	1
5-1.30	Bypass of any stage of treatment.	SJ	1
5-1.30	Disinfection of a groundwater source, surface water source or groundwater source influenced by surface water.	ND 41	1
5-1.30(b)	Filtration of surface source and groundwater influenced by surface water unless avoidance criteria is met.	42	1
5-1.30(b)(2)	Free chlorine residual disinfection concentration in the water entering the distribution system must be at least 0.2 mg/l and may not be less than the minimum concentration for compliance for more than four hours. Systems using other chemical disinfectants shall maintain residual disinfection levels entering the distribution system comparable to requirements for systems using chlorination.	41	1
5-1.30(g)	Maintain free chlorine residual at representative points in the distribution system.	NR	1
5-1.31	Protect the water distribution system from the creation of cross connections of sufficient hazard to adversely affect the health of water consumers.	SJ	1
5-1.71(a)	Exercise due care and diligence in the maintenance and supervision of all sources of the public water to prevent so far as possible, their pollution and depletion.	SN	1
5-1.71(b)	Exercise due care and diligence in the operation and maintenance of a water treatment plant and distribution system.	SO	1

Have all outstanding violations been resolved? Yes No
 Explain: _____

Part 5 Subsection	Deficiency (Circle)	Summary Description of Sanitary Code Requirement	SDWIS	Status
5-1.23(c)	M	Conspicuous posting of Sanitary Code Section 5-1.23, "Reporting Emergencies."	SF	1
5-1.29	S M	Finished (treated) water used for priming pumps.		4
5-1.30	S M	Redundant disinfection equipment provided.	ND	1
5-1.30(e)	S	Complies with disinfection waiver provision.	ND	4
5-1.31(a)(3)	S M	Cross connection control program is implemented by supplier of water, including records of all device testing.	SJ	1
5-1.72(c)	S M	Complete daily records of operation of a water system.	09 10	1
5-1.72(d)	S M	Maintain records (e.g., sample results, reports, filter backwash recycle flow information).	09	1
5-1.72(b)	S	System is in compliance with Subpart 5-4. The correct number and level of operator(s) are available during plant operation. System has designated operators of appropriate grade level in responsible charge.	SO SY 12	1
5-1.73	S M	Provide or have available test kit.		1
App.5-A.3.2.1	S M	Developed well sources sufficient to meet maximum day demand with the largest well out of service.		4
App.5-A.6.1	S	Pumps are accessible for maintenance and 3 feet above the 100 year flood plain.		1
App.5-A.7.3	S M	Water tanks, hatches, roofing, and access ways are watertight, vermin proof, and secure.		1
App.5-A.7.7	S M	Tank overflow terminates 12"-24" above grade with proper screen on outlet.		1
App.5-B.2(d)	S M	Finished grade of well is mounded to divert surface water.		4
App.5-B.5(g)	S	Vented, water tight, vermin proof sanitary seal well cap.	SO	4
App.5-D.3(b)	S M	Well casing in good condition and more than 18" above grade.		4

Chlorine Residual: 1.14 mg/l Sample Collection Time: 11:12 am
 Point of Collection: Entry Point

Chlorine Residual: 0.52 mg/l Sample Collection Time: 12:31 pm
 Point of Collection: Village Hall

Comments: Provide proper maintenance, corrective coating for piping in pump station. To provide updates on pump replacement and electrical. See remainder comments on sanitary survey letter.

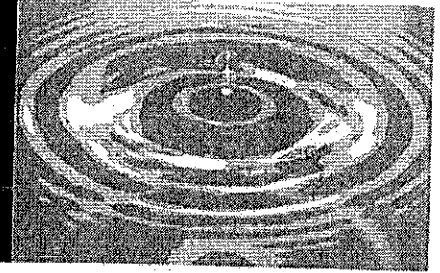
Completed by: [Signature] Date: 03 / 18 / 2021

Received by: [Signature] Village Engineer Date: 03 / 18 / 2021

Status Codes: 1. No violation observed 2. All or parts of an item in violation 3. Item was not reviewed 4. Item not applicable 5. Item(s) corrected during inspection
 Deficiency Codes: S: Significant Deficiency M: Minor Deficiency R: Recommendation

PCI

Professional Consulting, Inc.
Consulting Engineers



New Jersey:
Octagon 10 Office Center
1719 Route 10, Suite 225
Parsippany, NJ 07054

New York:
152 Brady Avenue
Hawthorne, NY 10532

Phone:
973.683.0044

Fax:
973.683.0077

Email:
general.info@pci-engineers.com

Contract

Chemical Metering Pump Upgrades at the Shaft-10 Pump Station Facility



Village of Tarrytown
Westchester County, New York

Mayor and Board of Trustees

Thomas D. Butler, Mayor
Rebecca McGovern, Deputy Mayor
Karen Brown
Robert Hoyt
David T. Kim
Douglas Zollo
Paul J. Rinaldi

Richard Slingerland, Village Administrator
Donato R. Pennella, P.E., Village Engineer
Louis Martirano, Village DPW Superintendent
Steve Cowles, Chief Plant Operator

Visit us online at:
www.pci-engineers.com

July 2021

PCI No. 156

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INVITATION TO BIDDERS

Contract 2021-01

Chemical Metering Pump Upgrades at the Shaft-10 Pump Station Facility Tarrytown, New York.

Notice is hereby given that sealed bids will be received by the Village of Tarrytown, New York for **CONTRACT, CHEMICAL METERING PUMP UPGRADES AT THE SHAFT-10 PUMP STATION FACILITY, Contract 2021-01** at the office of the Village Clerk, at One Depot Plaza, Tarrytown, New York, 10591 until 2:00 PM (eastern time) on November 15, 2021 and opened on **November 16, 2021 at 11:00 AM.**

The Contract consists principally of the following items of work, but is not necessarily limited to:

1. Removal of all existing chemical injection pumps and feed panel for the Sodium Hypochlorite, Caustic, and Orthophosphate and replace it with new Watson-Marlow Qdos-20 peristaltic chemical injection metering pumps and pump pods.
2. All piping and tubing, including equipment and metering pumps, between Day Tanks and Chemical Injection location, including injection quills, shall be removed and replaced with new, as per the proposed layout plan.
3. All other necessary appurtenances and work, as shown, noted, or required to complete the project.

Contract Documents may be examined at the Office of the Village Engineer, One Depot Plaza, Tarrytown, New York, 10591, Ph: 914-631-3668 or at PCI Professional Consulting, LLC office at 1719 Route 10, Suite 225, Parsippany, NJ 07054, Ph: 973-683-0044, or via New York Contract Reporter, www.nyscr.ny.gov.

Each Bidder shall deposit with their bid submission, security in the amount of five percent (5%) of the amount of their bid, as provided in the Bid Bond.

Each Bidder shall provide with their bid submission an executed Form of Surety Guaranty together with all the data required in the Contract Documents.

The Village of Tarrytown, New York will award the contract to the lowest responsible Bidder reserving; however, the right to reject all bids if they deem it to be in the public interest.

Bidders shall familiarize themselves with the requirements of pumps and Substitutions, as presented in the Scope of Work Document. Bidders under this Contract shall follow, State guidelines for the minimum wage rates and conditions of employment.

Bidders shall provide the non-collusive bidding certificate required by Section 103-d of the General Municipal Law of the State of New York. Bidders on this work will be required to comply with the President's Executive Order No. 11246, as amended by Executive Order No. 11375. The requirements for Bidders and Contractors under this Order, which concerns non-discrimination in employment, are explained in the Information for Bidders.

Village of Tarrytown

By:

Krissy Gilligan, Village Clerk, RMC

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CONTRACT – BID FORM
Chemical Metering Pump Upgrades at the Shaft-10 Pump Station Facility
Tarrytown, New York.

TO: Village of Tarrytown, Westchester County, New York (herein referred to as "Owner")

Made by: Alon Industries Inc
(herein referred to as "Bidder")

Address: 1665 Bullshead Rd, Clinton Corners N.Y 12514

Ladies and Gentlemen:

Pursuant to and in compliance with your Notice to Bidders and the Information for Bidders relating thereto, the undersigned states that they have examined the Contract Documents and the site of the work, made all investigations which have been deemed necessary or desirable, and that they understand the purpose and magnitude of the work intended, and the undersigned hereby offers to furnish all plant, labor, materials, equipment, supplies and other facilities and things necessary or proper for or incidental to the proper performance of the work advertised. The undersigned shall pursue said work in strict accordance with the Contract Documents of which this Proposal is a part and with such detailed directions, plans and drawings as may be furnished from time to time during the progress of the work by the Engineer. All work shall be performed at the following price; said price includes all incidental work.

The undersigned hereby agrees to commence work under this Contract within five (5) calendar days from the date of a written "Notice to Proceed" from the Owner to do so and to substantially complete all work in all respects, including all parts thereof, except for the punch list items to be completed or corrected, warranty and pavement maintenance (if required) within 90 consecutive calendar days following the serving of said Notice. All work except warranty and pavement maintenance (if required) must be completed within 30 consecutive calendar days thereafter. Time is of the essence within the Contract. The undersigned further agrees to pay damages in accordance with the Contract Agreement.

The Bidder agrees to do all work described in the Notice to Bidders and elsewhere in the Contract Documents for the following amounts:

Item No.	Estimated Quantity	Description	Unit Price	Total Price*
1	Lump Sum	Insurance, Bonds, Permits & Temporary Construction Facilities	N/A	\$ <u>12,617</u>
2	Lump Sum	Removal and Replacement of Sodium Hypochlorite Chemical Injection Metering Pump system	N/A	\$ <u>35,000</u>
3	Lump Sum	Removal and Replacement of Caustic Chemical Injection Metering Pump system	N/A	\$ <u>35,000</u>
4	Lump Sum	Removal and Replacement of Orthophosphate Chemical Injection Metering Pump system	N/A	\$ <u>35,000</u>
5	Lump Sum	Contingencies and Extra Work	N/A	\$ 10,000.00
Base Bid Summation				\$ <u>127,617</u>

* *The Bidder must show the bid amounts legibly written in ink or typewritten in Arabic numerals only. Illegibility, as determined by the Owner, will be grounds for the rejection of the bid.*

Strike out that does not apply

Awards of contract will be made on the basis of the lowest net price for the Base Bid; Village may award items in part or full whichever is deemed in the best interest of the Village of Tarrytown. The Village reserves the right to reject any or all bids.

The Owner shall have the right to reject any and all bids and to waive any informalities and irregularities in the bid received, or modify the work required by addenda. Addenda will be mailed or delivered to all who are known by Owner to have received a complete set of Contract Documents.

If written notice of the acceptance of this bid is mailed, telegraphed, or delivered to the undersigned within forty-five (45) days after the date of opening of the bids, or any time thereafter before this bid is withdrawn, the undersigned shall, within ten (10) days after date of such mailing, telegraphing, or delivering of such notice, execute and deliver a

contract in the Form of Contract attached hereto, and Bonds as hereinafter specified. The undersigned hereby designates the above address as the office to which such notice of acceptance may be mailed, telegraphed or delivered.

The undersigned hereby acknowledges the receipt of the following issue of addenda, if any, distributed by the Engineer:

Addendum No. ____ Dated _____	Addendum No. ____ Dated _____
Addendum No. ____ Dated _____	Addendum No. ____ Dated _____
Addendum No. ____ Dated _____	Addendum No. ____ Dated _____

The undersigned shall list below the names and addresses of all stockholders owning 10 percent or more of their stock, or 10 percent or more of the stock of their corporate stockholders, or, in the case of a partnership, of those partners holding a 10 percent or greater interest: (If additional space is required, use the back of this sheet.)

The undersigned shall state on the line below whether or not they are citizens of the United States, and in case of partnership whether or not all partners are citizens of the United States:

The undersigned hereby certifies that no person interested in this proposal is directly or indirectly interested in or connected with any other bid or proposal for said work, and no member of the Owner or office or employee of the Owner is directly or indirectly interested therein, or in any portion thereof.

The undersigned hereby certifies that its bid is genuine and not collusive. It has not colluded, conspired, connived, or agreed, directly or indirectly, with any other bidder or person. All statements contained in said proposal or bid are true.

The undersigned hereby certifies that neither the undersigned nor its agents nor any other party has paid or agreed to pay, directly or indirectly, a person, firm or corporation any money or valuable consideration for assistance in procuring or attempting to procure this Contract, and further agrees that no such money or reward shall be hereafter paid.

11/12/21

Dated

By: Alon Industries Inc
(Bidder)

Title: V.P. Robin A. Rosenfeld for

Address: 1665 Bulls Head Rd
Clinton Corners NY 12514

Seal
(If bid is by a corporation)

If a corporation, give the State of Incorporation, using the phrase, "A corporation organized under the laws of NY"

If a partnership, give names of the partners, using also, the phrase "Partners trading and doing business as _____"

If an individual using a trade name, give individual name and business name, using the phrase "An individual doing business as _____"

If a joint venture, give names of the firms participating in the joint venture, using the phrase "A joint venture doing business as _____"

END OF SECTION

CONTRACT - BID BOND
Chemical Metering Pump Upgrades at the Shaft-10 Pump Station Facility
Tarrytown, New York.

KNOW ALL MEN BY THESE PRESENTS that we, the undersigned _____ as
Principal; and _____
surety, are hereby and firmly bond into the Village of Tarrytown, One Depot Plaza,
Tarrytown, New York, 10591 in the penal sum of \$ _____ for the payment of
which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs,
executors, administrators, successors and assigns.

Signed this _____ day of _____

The condition of the above obligation is such that whereas the Principal has
submitted to the _____
certain Bid, attached hereto, and hereby made a part hereof, to enter into a contract in
writing, for: \$ _____.

The Village of Tarrytown reserves the right to accept or reject the lump sum price
bid.

NOW, THEREFORE,

- 1) If said Bid shall be rejected, or, in the alternate;
- 2) If said Bid shall be accepted and the Principal shall executed and deliver a
contract in the form of Contract attached here (properly completed in
accordance with said Bid) and shall furnish a Performance Bond of 100% of
the Contract amount and a Payment Bid of 100% of the Contract amount for
the faithful performance and payment there under of said Contract, and shall
in all other respects perform the agreement created by the acceptance of
said Bid.

Then, this obligation shall be void, otherwise the same shall remain in force, and
effect; it being expressly understood and agreed that the liability of the Surety for any and
all claims hereunder shall, in no event, exceed the penal amount of this obligation as
herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of
said Surety and its bond shall be in no way impaired or affected by an extension of the time
within which the Principal may accept such Bid; and said Surety does hereby waive notice
of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have set their hands and

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seals, and such of them as are corporations having caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Attested by: _____

Principal: _____ L.S.

Surety: _____

By: _____

Attested by: _____

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CONTRACT – PERFORMANCE BOND
Chemical Metering Pump Upgrades at the Shaft-10 Pump Station Facility
Tarrytown, New York.

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned as principal and _____ as sureties, are hereby held and firmly bound unto the Village of Tarrytown, Westchester County, New York the penal sum of \$_____ dollars, for the payment of which well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

Signed this _____ day of _____, 20_____.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH that whereas, the above named principal did on the _____ day of _____, 20_____, enter into a contract with the Village of Tarrytown, Westchester County, New York, of which said contract is made a part of this bond the same as though set forth herein;

NOW, if the said principal shall well and faithfully, do and perform the things agreed by the said principal to be done and performed according to the terms of said contract, then this obligation shall be void; otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

The said surety hereby stipulated and agrees that no modifications, omissions or additions in or to the terms of the said contract or in or to the plans or specifications therefore shall in anyway affect the obligation of said surety on its bond.

The said surety further hereby stipulates and agrees that the bond shall remain in full force and effect through the construction and warranty period.

IN WITNESS WHEREOF, the said _____ as principal, has caused its corporate seal to be hereto affixed and these presents to be signed by its _____ and attested by its _____, and the said _____

_____ as surety, has caused its corporate seal to be hereto affixed and these presents to be signed by its _____ and attested by its _____, this _____ day of _____ Twenty hundred and _____.

Done in quadruplicate.

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By: _____

Attest: _____

By: _____

Attest: _____

Approved as to form and execution.
Counsel.

CONTRACT – NON-COLLUSION AND BID CERTIFICATION
Chemical Metering Pump Upgrades at the Shaft-10 Pump Station Facility
Tarrytown, New York.

Firm Name Alow Industries Inc
Business Address 1665 Ballston Rd, Clinton Corners NY
12514
Telephone Number 914-497-2108 Date of Bid 11/15/21

I. General Bid Certification

It is certified here that the Bidder will furnish, at the prices herein quoted, the materials, equipment and/or services as proposed on this bid.

II. Non-Collusive Bidding Certification

1. By submission of this bid proposal, the Bidder certifies compliance with Section 103-d of the General Municipal Law as follows:

Statement of non-collusion in bids and proposals to political subdivision of the State. Every bid or proposal hereafter made to a political subdivision of the State or any public department, agency or official thereof where competitive bidding is required by statute, rule regulation, or local law, for work or services performed or to be performed or goods sold or to be sold, shall contain the following statement subscribed by the Bidder and affirmed by such Bidder as true under the penalties of perjury: Non-collusive bidding certification.

- (a) By submission of this bid, each Bidder and each person signing on behalf of any Bidder certifies and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:
 - 1) The prices in this bid have been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor.
 - 2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening directly or indirectly, to any other Bidder or to any competitor; and
 - 3) No attempt has been made or will be made by the Bidder to induce any other person, partnership or corporation to submit a bid for the purpose of restricting competition."

- 11 .
- (b) A bid shall not be considered for award nor shall any award be made where (a) (1) (2) and (3) above have not been complied with; provided, however, that if in any case the Bidder cannot make the foregoing certification, the Bidder shall so state and shall furnish with the bid, a signed statement which sets forth in detail the reasons therefor. Where (a) (1) (2) and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the political subdivision, public department, agency or official thereof to which the bid is made, or their designers, determines that such disclosure was not made for the purpose of restricting competition.

The fact that a Bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid does not constitute, without more, a disclosure within the meaning subparagraph one (a).

2. Any bid hereafter made to any political subdivision of the State or any public department, agency or official thereof by a corporate Bidder for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, or local law, and where such bid contains the certification referred to in subdivision one of the section, shall be deemed to have been authorized by the board of directors of the Bidder, and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation.

The person(s) signing this proposal or bid certifies that they are fully informed regarding the accuracy of the statements contained in this certification, and under the penalties of perjury, affirms the truth thereof, such penalties being applicable to the Bidder as well as to the person signing in its behalf.

3. The following resolution (if the Bidder is a corporation) was duly adopted by the Board of Directors of Alon Industries Inc

Nov on 12 Corporate Name, 20 21.

Resolved that Alon Industries Inc
Corporate Name

be authorized to sign and submit the bid or proposal of this corporation for the following project and to include in such bid proposal, the certificate of said corporation as to non-collusion required by section 103-d of the general municipal law as the act and deed of such corporation and for any inaccuracies or misstatements in such certificate this corporate Bidder shall be liable under the penalties of perjury.

The foregoing is a true and correct copy of the resolution

adopted by Atlow Industries
Corporate Name

at a meeting of its Board of Directors held on the 12 day of Nov,
2021.

Stephen J. [Signature]
Secretary


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CONTRACT – HOLD HARMLESS AGREEMENT
Chemical Metering Pump Upgrades at the Shaft-10 Pump Station Facility
Tarrytown, New York.

The Contractor (and all subcontractors) shall, during the performance of this work, take all necessary precautions and place proper safeguards for the prevention of accident, and shall indemnify and save harmless, the Village of Tarrytown, its employees, officers and agents from all claims, suits and actions and all damages and costs to which they may put by reason of death or injury to all persons or property of another resulting from unskillfulness, willfulness, negligence or carelessness in the performance of the work, or in guarding and protecting the same, of from any improper methods, materials implements or appliances used in its performance or construction negligent act or omission by the Village of Tarrytown or any of its employees, officers, or agents may have directly or indirectly caused or contributed thereto.

BIDDER (company name) Alan Industries

ADDRESS 1665 Bullshead Rd Clinton Co NY
12514


(signature)

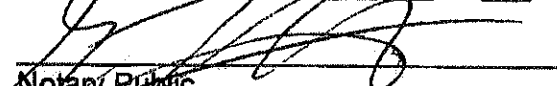
William H. Greulich Jr
(print name)

J.P.
(title)

11/12/21
(dated)

NOTARY:

Subscribed and sworn to before me
this 12th day of November 2021


Notary Public

Eugenia Vlahostathopulu
Notary Public, State of NY
No. 01VL6015780
Qualified in Westchester
Term Expires: 11-9-2022
Dutchess
Hold Harmless Agreement

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CONTRACT AGREEMENT
Chemical Metering Pump Upgrades at the Shaft-10 Pump Station Facility
Tarrytown, New York.

AGREEMENT made on _____, between the Village of Tarrytown, One Depot Plaza, Tarrytown, New York 10591 (hereinafter referred to as the Village) and _____ (hereinafter referred to as the Contractor)

1. In consideration of the sum of _____ DOLLARS to be paid as a hereinafter set forth, the Contractor shall provide and install all work as described in the attached **Contract Scope of Work**.
2. All records compiled by the Contractor in completing the work described in this Agreement shall become and remain the property of the Village.
3. The work to be performed pursuant to the terms of this Agreement shall commence promptly (within 5 days of issuance of the Notice to Proceed) and shall be completed within 90 days of execution of this contract by the Village. The Contractor shall issue progress reports to the Owner as directed, and not less than once per week. The Contractor shall document any cause for delay in the performance of its obligations under this Agreement.
4. Any change orders to the contract shall be in the form of written change order requests and shall be approved in writing by Professional Consulting, LLC (PCI) and the Village of Tarrytown before work is performed.
5. The Contractor shall provide hold-harmless document and proof of insurance coverage in the amounts and types specified in the attached "Contractor's and Sub-Contractor's Insurance" requirements prior to the start of work.
6. The Contractor shall comply with the provisions of all applicable municipal, County, State, and Federal requirements and laws applicable to the Contractor's work and secure any and all required permits, including the confined space entry requirements. The Village shall pay any applicable permit application fees. All other associated fees, escrow deposits, etc. shall be the responsibility of the Contractor.
7. Payment under this Agreement shall be made after completion of the work to the satisfaction of the Village and PCI as its representative and the submission by the Contractor of a properly executed payment request approved by the Village Administrator and the duly authorized representative.
8. The Contractor represents and warrants that it has not employed or retained any person, other than a bona fide full-time salaried employee working solely for the Contractor to solicit or secure this Agreement and that it has not paid or agreed to pay any person (other than payments of a fixed salary to a bona-fide full-time salaried employee working solely for the Contractor) any fee, commission, percentage, gift or other consideration, contingent upon or resulting from the award or making of this Agreement. For a breach or violation of this provision, without limiting any other rights or remedies to which the Village may be entitled or any civil

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or criminal penalty to which any violator may be liable, the Village shall have the right, in its discretion, to terminate this Agreement without liability, and to deduct from the contract price, or otherwise to recover, the full amount of such fee, commission, percentage, gift or consideration.

9. Underwriter/Inspection Certificate for installation work will be required.
10. Contractor shall provide the required license and certification for approval.
11. All the installations/equipment will remain under warranty for a period of one (1) year from the date of completion of work. Cost of any repairs/replacement of equipment and installation work, included parts and labor, during the warranty period shall be borne by the Contractor.
12. Time is of the essence of the within Contract. If the contractor fails to complete the work in all respects, as described in the Contract Documents or within such further time as may have been granted in accordance with the provisions of the Contract, then the Owner shall receive from the Contractor a sum of money calculated at \$500 per calendar day times the number of days of delay in the substantial completion of the work including Sundays and Legal Holidays, as liquidated damages and not as penalty. The parties agree that the amount of the actual damages that would be incurred by the Owner would be difficult to provide and that the per-day sum noted above is a reasonable estimate thereof.
13. The Performance Bond submitted by the contractor shall provide for payment of the Damages set forth herein in the event that contractor fails to make payment of same under the terms of this Article.
14. In the event that the amount of the Damages are greater than the total amount of the Performance Bond, the Contractor shall still be held responsible for the additional costs.
15. The Village, upon ten (10) days notice to the Contractor, may terminate the Agreement in whole or in part as the Village deems it to be in its best interest. In such event, the Contractor shall be compensated, and the Village shall be liable only for payment for services already rendered under this Agreement prior to the effective date of termination.
16. The Village may award the Contract work in part or full whichever is deemed in the best interest of the Village of Tarrytown. The Village reserves the right to reject any or all bids.
17. This Agreement shall not be enforceable until signed by all parties and approved by the Village Attorney.
18. This Agreement shall be construed and enforced in accordance with the Laws of the State of New York.
19. New York State prevailing wage rate certification shall be provided for all employed workers.

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IN WITNESS WHEREOF, the parties hereto have hereunto set their hand and seals.

THE VILLAGE OF TARRYTOWN, NY

Village of Tarrytown

Contractor

Name and Title

PH:\MIDOC\DOCUMENTS\CLIENTS\TARRYTOWN - VTRI\1509\HAFT 10-CHEMICAL METERING PUMP REPLACEMENT 2020\PROPOSED QDOS 20 CHEMICAL PUMP SYSTEM PLAN AND DOCUMENTS\RFP FOR PUBLIC BIDDING - NY CONTRACT REPORTERS-080311_AGREEMENT-A12-FINAL.DOC

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CONTRACT – SCOPE OF WORK

Chemical Metering Pump Upgrades at the Shaft-10 Pump Station Facility Tarrytown, New York.

Contract Scope of Work

Chemical Metering Pump Upgrades - Shaft-10 Pump Station, Village of Tarrytown, New York.

PCI No. 156

1. The Contractor shall remove all existing chemical injection pumps and feed panel for the Sodium Hypochlorite, Caustic, and Orthophosphate and replace it with new peristaltic chemical injection pumps and pump pods. The new pumps shall be Watson-Marlow Qdos-20 peristaltic metering pumps. All piping and tubing, including equipment and metering pumps, between Day Tanks and Chemical Injection location, including injection quills, shall be removed and replaced with new, as per the proposed layout plan. Refer to Drawings Nos. 1-5.
2. New Metering Pump System shall be:
 - a) Qdos-20 Universal+ with dual 4-20mA controls, consisting of:
 - Dimensions: 10.5" W x 9.2" H x 8.4"
 - Flow rates 0.001–5.3USGPH and up to 7 bar (100psi) RMS pressure
 - ReNu pump-head shall provide accurate, linear and repeatable flow
 - Process uptime shall be maximized with no gas-locking, no valve blocking, and rapid no-tools pump-head replacement
 - Fluid recovery shall ensure operator safety and avoids chemical waste
 - Flow control shall be up to 3330:1 with $\pm 1\%$ accuracy
 - Manual, analogue, PROFIBUS or contact mode functionality available
 - PROFIBUS Bus speed 9.6–1,500 kb/s
 - Compatible with 12–24V DC
 - b) The new pump discharge capacity setup shall be a close match with the existing metering pump capacity and as approved by the Engineer.
 - c) Supply and install miscellaneous plumbing hardware (tube and tube fittings).
 - d) The existing chemical pumps and associated piping shall be disposed of by the Contractor.
 - e) For the Sodium hypochlorite system, a dual pump pod with leak tight cover shall be installed. The metering pump and the power outlets shall be relocated in the room adjacent to the bulk tank room as shown on the contract plans, pump pod shall be installed with drain piping to direct any leakage into the chemical containment area.
 - f) For Ortho and Caustic systems, Contractor shall replace existing chemical metering pump system with new corrosion proof dual pump pods with leak tight covers at the same location, and as shown on the contract plans.

- g) Pump connection piping shall be tested and certified by the pump manufacturer for proper operation.
- 3. All electrical connections shall be log-out and tag-out.
- 4. All equipment and replacement parts shall be disinfected, and NSF approved.
- 5. One additional ReNu pump-heads shall be provided for each chemical metering pump installed.
- 6. Pumps, valves, and tubing shall be compatible with chemical use.
- 7. All three (3) chemical piping, injection ports, valves, and pipe supports shall be secured before the start of work.
- 8. The Contractor shall provide 48-hour notice before shutting down the pump station.
- 9. Pump station shall not be put off-line for more than 6-hours. An appropriate size temporary chemical injection system for each chemical shall be available for use by Plant Operator during system upgrades.
- 10. All installations shall comply with regulatory requirements and WCDOH Permit conditions (refer to copy attached).
- 11. Provide equipment shop drawings for review and approval.
- 12. Equipment substitution will not be allowed.
- 13. Provide flow diagram and alarm control contacts for operator interface.
- 14. 4-20mA controls shall be flow/residual paced. Flow signals from chlorinator/flow meter shall be programmed to operate each metering pump assembly. Pump power shall be energized when the water distribution pumps are turned on.
- 15. Contractor shall coordinate with the plant operator and test the new metering pump system for all flows and demand conditions. Test results shall be provided to the Village.
- 16. The Contractor shall provide equipment use and maintenance training to plant Operator(s).
- 17. The Contractor shall provide O & M documents for the new chemical feed system.

F:\HOME\DOCUMENTS\CLIENTS\TARRYTOWN - VTR\1505\HAFT 16- CHEMICAL METERING PUMP REPLACEMENT 2020\PROPOSED QDOS 20 CHEMICAL PUMP SYSTEM PLAN AND DOCUMENTS\RF FOR PUBLIC BIDDING - NY CONTRACT REPORTER\9-071921_SCOPE OF WORK-AJZ.DOC

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CONTRACTOR'S AND SUBCONTRACTOR'S INSURANCE
Chemical Metering Pump Upgrades at the Shaft-10 Pump Station Facility
Tarrytown, New York.

INDEMNITY AND INSURANCE REQUIREMENTS

Certificate of Insurance:

The Contractor and his subcontractors shall submit with the signed contract as proof of insurance, two (2) copies of his insurance company's "Certificate of Insurance". The certificates are to be completed in each and every category by the Contractor's insurance company(s) and signed by an authorized agent(s) of the insurance company(s). The Contractor shall not commence any work under this contract until such "Certificate of Insurance" is in the hands of and approved by Owner and Professional Consulting, LLC.

The following shall be named as co-insured:

- i. Village of Tarrytown, NY
- ii. Professional Consulting, LLC.

Worker's Compensation Insurance:

The Contractor shall carry worker's compensation insurance during the life of the contract to insure his statutory liability to his employees in the State or States in which the work under this contract is to be performed, plus \$100,000 Employer's Liability coverage.

Comprehensive General Liability Policy and Property Damage:

Contractor shall carry a Comprehensive form of General Liability Policy and Property Damage Insurance during the life of the contract covering all risks itemized in the form for "Certificate of Insurance". The limit shall not be less than \$500,000 combined single limit for bodily injury and property damage for each occurrence and \$1,000,000 annual aggregate, and include independent contractors and products/ completed operations coverage.

Comprehensive Automobile Liability and Property Damage:

The Contractor shall carry the comprehensive form of Automobile Liability and Property Damage Insurance during the life of the contract covering all risks itemized in the form for "Certificate of Insurance." The limits shall be not less than \$1,000,000 combined single limit for bodily injury and for property damage, covering all owned and non-owned and hired cars or written on the "any auto" basis.

Umbrella/Excess Liability:

Liability to supplement Contractor's Commercial General Liability Insurance and Comprehensive Automobile Liability and Coverage B Employees Liability at \$1,000,000 for each occurrence/\$1,000,000 aggregate.

Owner's Protective Liability Policy

Owner's Protective Liability Policy with limits no less than \$1,000,000 shall be taken out and maintained during the life of this contract which will protect the owner from claims for damages for personal injury, liability, accidental or wrongful death, as well as property damage which may arise from operations under this contract whether such operations be by himself or by any subcontractor or by anyone directly or indirectly employed by either party.

Indemnification:

1. The Contractor and his subcontractors shall indemnify and hold harmless the Owner, and Professional Consulting, Inc. and its affiliated companies, agents, and employees from and against all claims, damages, losses, and expenses including attorneys' fees arising out of resulting from the performance of the work provided that any such claims, damages, loss, or expense:
 - a. Is attributable to bodily injury, sickness, disease or death, or to injury to or to destruction to tangible property (other than the work itself) including or loss of use resulting there from and;
 - b. Is caused in whole or in part by any negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them may be liable, regardless of whether or not it is caused in part by a party indemnify hereunder.

2. In any and all claims against the Owner, and Professional Consulting, LLC. and its affiliated companies or any of its agents or employees by any employee if the Contractor, subcontractor, or any one directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under subparagraph (1) shall not be limited in any way by any limitation on the amount to type of damages, compensation, or benefits payable by or for the Contractor or any subcontractor under workmen's compensation act, liability benefit act, or other employee benefit acts.

3. Any provisions of this agreement with respect to indemnification which is prohibited or unenforceable by law in the State in which the work is performed as described in Contract Documents shall be ineffective to the extent of each prohibition or unenforceability, and shall not invalidate the remaining provisions of this agreement.

Unemployment Insurance:

The Contractor hereby agrees to accept exclusive liability for and shall hold the Owner and Professional Consulting, Inc. harmless for all payroll taxes, for contribution of unemployment insurance or old age pensions, or annuities, measured by wages, salaries or other remuneration paid to employees of the Contractor.



George Latimer
County Executive

Sherlita Anler, M.D.
Commissioner of Health

December 16, 2020

PCI
Octagon 10 Office Center
1719 Route 10, Suite 225
Parsippany, NJ 07054
Attn: Arshad Jalil, P.E.

RE: File I.D. C20-031
Approval of Plans for
Chemical Metering Pump Upgrades at
Shaft 10 Pumping Station
Neperan Road
Tarrytown (V)
PWS I.D: NY5903461

Dear Mr. Jalil:

Enclosed is an Approval of Plans for Public Water Supply Improvement issued this day and approved plans prepared by you consisting of six (6) sheets dated September 8, 2020 for the above referenced project. This approval is issued pursuant to 10NYCRR Part 5, Subpart 5-1, Section 5-1.22 and Chapter 873, Article VII, Section 873.707.1, of the Laws of Westchester County.

The Approval of Plans for Public Water Supply Improvement and approved plans should be filed in the appropriate office of the village of Tarrytown. The Applicant is obligated to comply with each of the conditions stipulated in this Approval of Plans for Public Water Supply Improvement.

Supervision of the construction by a licensed and registered professional engineer in the State of New York who will furnish a certificate of construction compliance to the Westchester County Department of Health is a responsibility of the Applicant.

The certificate of construction compliance, including two (2) sets of As-Built plans and results of acceptable bacteriological analyses of water, and satisfactory pressure leakage test (see conditions of approval) must be forwarded promptly to this office after completion of construction. Please note that an Approval of Completed Works, issued by the Westchester County Department of Health, is required before this construction may be put into service.

The approved plans call for the installation of two (2) Watson-Marlow model Qdos-20 chemical metering pumps rated 5.3 gph for sodium hypochlorite injection system, two (2) Watson-Marlow model Qdos-20 chemical metering pumps rated 5.3 gph for orthophosphate injection system, two (2) Watson-Marlow model Qdos-20 chemical metering pumps rated 5.3 gph for sodium hydroxide injection system and related appurtenances at Shaft 10 pump station, Tarrytown (V). This installation is the replacement of the existing chemical metering pump for each chemical injection system at the facility.

Very truly yours,

Zaw T. Thein, P.E.
Associate Engineer
Bureau of Environmental Quality

DT:ZT:
Enclosure

cc: Steve Cowles, Chief Water System Operator, Tarrytown (V)
File

Department of Health
25 Moore Avenue
Mount Kisco, New York 10549

Telephone: (914) 864-7332

Fax: (914) 813-4691



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**NEW YORK STATE DEPARTMENT OF HEALTH
APPROVAL OF PLANS
FOR PUBLIC WATER SUPPLY IMPROVEMENT**

THIS APPROVAL IS ISSUED UNDER THE PROVISIONS OF 10 NYCRR, PART 5, SUBPART 5-1, SECTION 5-1.22 AND CHAPTER 873, ARTICLE VII, SECTION 873.707.1 OF THE WESTCHESTER COUNTY SANITARY CODE


1. APPLICANT Village of Tarrytown	2. LOCATION OF WORKS Tarrytown (V)	3. COUNTY Westchester	4. WATER DISTRICT -
5. TYPE OF PROJECT:			
<input type="checkbox"/> 1 Source	<input type="checkbox"/> 3 Pumping Units	<input type="checkbox"/> 5 Fluoridation	<input type="checkbox"/> 7 Distribution
<input type="checkbox"/> 2 Transmission	<input type="checkbox"/> 4 Chlorination	<input type="checkbox"/> 6 Other Treatment – U.V.	<input type="checkbox"/> 8 Storage
			<input checked="" type="checkbox"/> 9 Other
<p>REMARKS: The approved plans call for the installation of two (2) Watson-Marlow model Qdos-20 chemical metering pumps rated 5.3 gph for sodium hypochlorite injection system, two (2) Watson-Marlow model Qdos-20 chemical metering pumps rated 5.3 gph for orthophosphate injection system, two (2) Watson-Marlow model Qdos-20 chemical metering pumps rated 5.3 gph for sodium hydroxide injection system and related appurtenances at Shaft 10 pump station, Tarrytown (V). This installation is the replacement of the existing chemical metering pumps for each chemical injection system at the facility.</p>			

By initiating improvement of the approved supply, the applicant accepts and agrees to abide by and conform with the following:

- a. THAT the proposed work be constructed in complete conformity with the plans and specifications approved this day or approved amendments thereto.
- b. THAT the proposed works not be placed into operation until such time as a Completed Works Approval is issued in accordance with Part 5 of the New York State Sanitary Code and Article VII, of the Westchester County Sanitary Code.
- c. THAT the proposed water distribution lines be disinfected in accordance with the AWWA Standard C651-05 except for Section 4.4.2, for disinfecting water mains.
- d. THAT two acceptable results of bacteriological analyses of samples of water collected from the new distribution system main after disinfection and before use of the mains at 24 hour intervals shall be submitted to the Westchester County Department of Health in accordance with Section 5.1 of the AWWA Standard C651-05.
- e. THAT supervision of construction be by a licensed and registered professional engineer in the State of New York who shall furnish a certificate of construction compliance and two (2) sets of As-Built plans after completion of construction.
- f. THAT the Department must be notified 48 hours prior to the Pressure Test in order for a representative to verify such test.
- g. THAT this approval is valid for one (1) year.
- h. THAT any temporary water mains installed during construction of the above mentioned water supply improvements shall not be placed into service until the temporary piping installed is disinfected in accordance with AWWA Standard C651-05 except Section 4.4.2, and until acceptable bacteriological test results are accepted by this Department.
- i. THAT a request for an extension of the expiration date of this permit must be received by this Department before the permit's expiration date. Request received after the permit has expired will not be considered.

ISSUED FOR THE STATE COMMISSIONER OF HEALTH

December 16, 2020
DATE


 _____ P.E.
 DESIGNATED REPRESENTATIVE
 Zaw T. Thein, P.E.
 Associate Engineer
 Bureau of Environmental Quality

GENERAL

6. Type of Ownership: Westchester County <input checked="" type="checkbox"/> Municipal <input type="checkbox"/> Commercial <input type="checkbox"/> 68 Private Other <input type="checkbox"/> 1 Authority <input type="checkbox"/> 30 Interstate <input type="checkbox"/> Industrial Corp. <input type="checkbox"/> Water Works <input type="checkbox"/> Private Institutional <input type="checkbox"/> 9 Federal <input type="checkbox"/> 40 International Corp. <input type="checkbox"/> 26 Board of Education <input type="checkbox"/> 20 State <input type="checkbox"/> 18 Indian Reservation			
7. Estimated Total Cost \$25,000.00	8. Population Served 11,000	9. Drainage Basin Hudson	
10. Federal Aid Involved? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		11. WSA Project? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	
SOURCE			
12. SURFACE Name _____ Class _____ GROUND Name _____ Class _____		13. Estimated Source Development Cost	
14. Safe Yield: GPD	15. Description		
TREATMENT			
16. Type of Treatment <input type="checkbox"/> 1 Alteration <input type="checkbox"/> 5 Clarifiers <input type="checkbox"/> 9 Fluoridation <input type="checkbox"/> 2 Microstrainers <input type="checkbox"/> 6 Filtration <input type="checkbox"/> 10 Softening <input type="checkbox"/> 3 Mixing <input type="checkbox"/> 7 Iron Removal <input checked="" type="checkbox"/> 11 Corrosion Control <input type="checkbox"/> 4 Sedimentation <input checked="" type="checkbox"/> 8 Chlorination <input checked="" type="checkbox"/> 12 Other – pH Adjustment			
17. Name of Treatment Works Shaft-10 Pump Station	18. Max. Treat. Cap. 8.0 MGD	19. Grade of Plant Operator Req. I-B	20. Est. Cost \$ 25,000.00
21. Description: See Item #5			
DISTRIBUTION			
22. Type of Project <input type="checkbox"/> 1 Cross Connection <input type="checkbox"/> 3 Transmission <input type="checkbox"/> 2 Interconnection <input type="checkbox"/> 4 Fire Pump Chl.		23. Type of Storage Elevated _____ gal. Underground _____ gal.	24. Est. Cost Distribution \$
25. Anticipated Distribution System Demand: Avg. <u>2.2</u> MGD Max. <u>5.0</u> MGD		26. Designed For Fire Flow <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	
27. Description:			



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Octagon 10 Office Center
1719 Route 10, Suite 225
Parsippany, New Jersey 07054

Professional Consulting, Inc.

Phone: 973.683.0044
Fax: 973.683.0077

November 17, 2021

Dan Pennella, P.E., Village Engineer
Village of Tarrytown
One Depot Plaza
Tarrytown, New York 10591

RE: Proposal for Construction Administration Services
Chemical Metering Pump Upgrades at the Shaft-10 Pumping Station Facility
Village of Tarrytown, NY
PCI No. P1012

Dear Mr. Pennella:

We are pleased to provide this proposal for construction management services for the above referenced project. As you are aware, our office provided the design services for the project and have obtained required permits from the Health Department. The Village has recently received the contract bids and the construction work will soon be starting.

As part of the project, all of the chemical metering pumps for orthophosphate, caustic and sodium hypochlorite chemicals will be replaced with new metering pump systems. Based on our knowledge of the Shaft-10 pump station facility, the Village water distribution system, and our experience of completing similar municipal rehabilitation projects, we believe that we are uniquely qualified to provide construction administration services for the above referenced project in an efficient and cost-effective manner.

We have prepared the following list of construction administration services:

I. CONSTRUCTION ADMINISTRATION SERVICES TO BE PROVIDED BY PCI:

1. Review contract documents, bonds and insurance. Prepare Agreement and Documents and issue Notice to Proceed to the lowest qualified bidder.
2. Conduct pre-construction meeting, prepare meeting minutes, and distribute executed contract documents to the contractor.

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3. Review regulatory compliance, shop drawings, schedule of values, and construction work schedule with the contractor.
 4. Review contractor progress and final payment requests and prepare recommendations.
 5. Provide construction inspection services during active construction work.
 6. Prepare Daily Work Reports and maintain plan markup of the work completed.
 7. Review Requests for Information (RFI) and Change Order requests.
 8. Monitor system operation and leak testing.
 9. Prepare red line as-built plans and Completed Works approval (CWA) package for WCDOH approval.
 10. Conduct final inspection, prepare punch list items, and project closeout documents.

II. RESPONSIBILITIES OF THE OWNER:

1. Provide record plans and data necessary to complete the chemical pump setup. Prepare area for the new NaOCl equipment installation.
2. Submit regulatory application and associated permit fees.
3. Provide knowledgeable water department personal to answer RFI and design development questions and assist in metering pump controls and wiring setup.
4. Operate system valves and answer any questions related to water system treatment. Assist in setting up and operation of temporary chemical treatment.
5. Provide inspection at times when PCI inspector is not onsite.
6. Pay for permits, testing, chemical supply, and survey, if required.

III. FEES:

Based on our knowledge of the project, construction supervision during active construction period will be required, as such, we suggest that a budget of \$10,800 should be allotted for the field services as outlined in Items I-1 through

I-10 above. Any additional work related to field verification, meetings, change orders, and work not specifically described above shall be billed based on our hourly rates attached.

The probable construction cost for the project is approximately \$135,000.

The attached General Conditions shall be considered as part of this proposal.

We look forward to the opportunity of working with the Village in their continuing efforts to improve its water treatment and distribution system.

Your authorized signature below will constitute a satisfactory agreement between us for the performance of our services.

Very truly yours,
PROFESSIONAL CONSULTING, LLC.



Arshad Jalil, P.E., BCEE
Principal

ACCEPTED BY: NAME/Title: _____
SIGNATURE: _____
DATE: _____

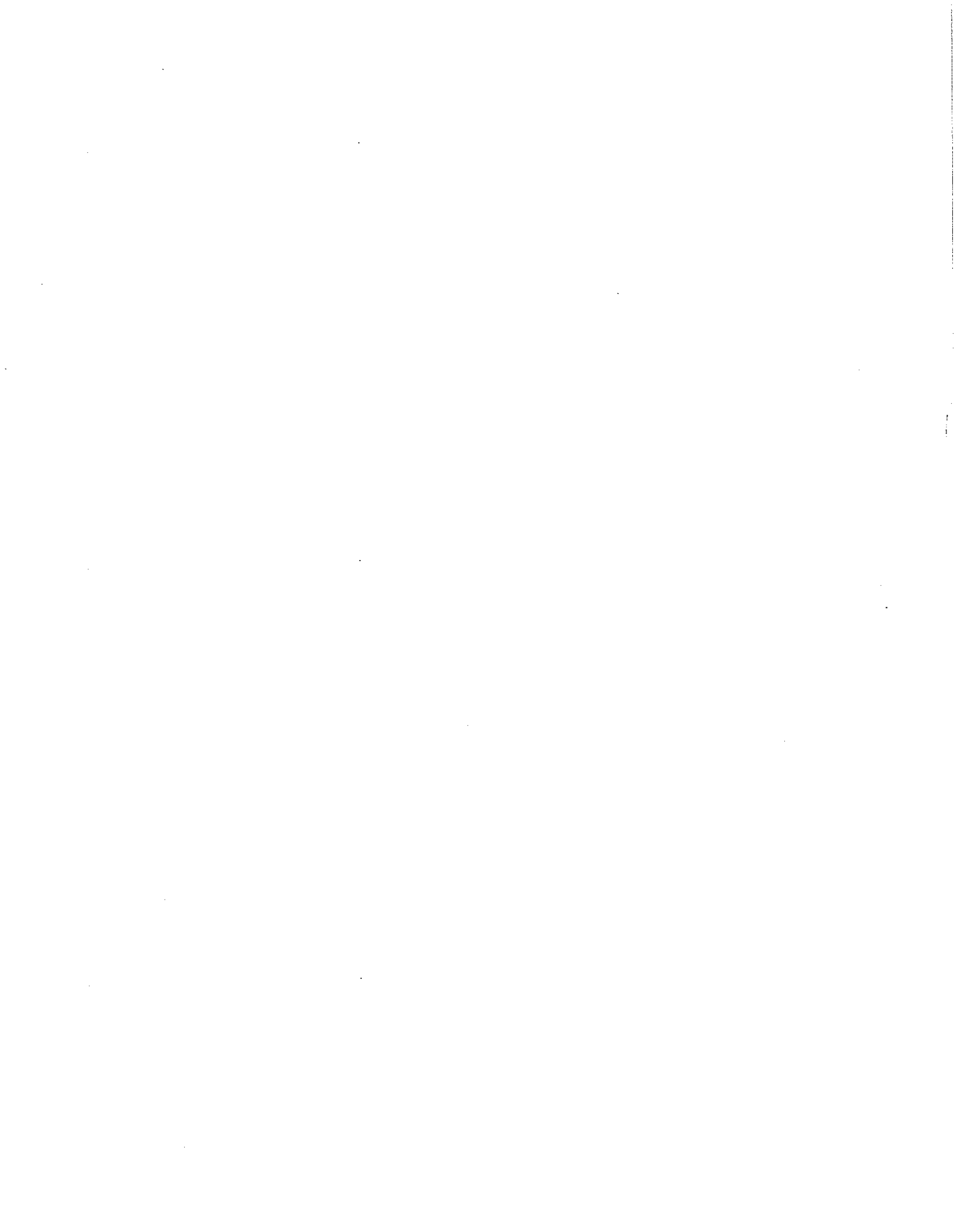
<u>Title</u>	<u>Rate Per Hour</u>
Principal.....	\$165
Associate.....	\$150
Project Manager.....	\$145
Construction Manager.....	\$135
Principal Engineer.....	\$110
Senior Operator.....	\$145
Senior Project Engineer.....	\$115
Senior Architectural Designer.....	\$108
Project Engineer.....	\$110
Architectural Designer.....	\$98
Field Engineer.....	\$98
Operator.....	\$115
Resident Representative.....	\$94
GIS Specialist.....	\$89
Engineer/ CAD Tech II.....	\$105
Senior CAD Designer.....	\$72
Engineer/ CAD Tech I.....	\$66
Draftsman.....	\$60
Administrative Assistant.....	\$55

Rates Effective through December 31, 2021

Out-of-Pocket Expenses

Printing (8 1/2"x 11" to 11"x 17").....	\$0.15/per page
Blueprints.....	\$5.50/per page
Reproducible Print.....	\$16.00/per drawing
Binding.....	\$10.00 each
Mileage.....	\$0.55/mile
Other Travel, Lodging, Sustenance.....	Direct Cost

1. The cost of surveys, borings, test pits, flow metering, laboratory analysis, use of outside sub-consultants, etc., not specified in the scope of services, shall borne at direct cost by the Owner and paid directly by the Owner to the sub-consultant(s). Any coordination of sub-consultants by Professional Consulting Inc. (PCI) will be billed at our standard rates.
2. Bills will be tendered monthly and are due within 30 days. All past due accounts will be subject to a 1-1/2% per month interest charge. Nonpayment may result in suspension of work and/or a delay in deliverables.
3. Out-of-pocket expenses will be billed at direct cost. Out-of-pocket are defined as those direct expenses incurred relative to this project including, but not limited to, computer time, travel, subsistence, postage, printing and reproduction.
4. If any services are required which are not specifically included in the above proposal, they shall be billed at our standard rates.
5. Warranty and Liability
 - A. PCI warrants that its services are performed within the limits prescribed by its Clients with the usual competence, diligence and thoroughness of the profession in accordance with the standards for professional services at the time those services are rendered. No other warranty or representation, implied or expressed, is included or intended in its proposals, contracts or reports.
 - B. PCI's liability shall be limited to its fee under this proposal; increased liability limits may be negotiated at the Client's written request, prior to the commencement of services, and agreement to pay an additional fee.
 - C. PCI's liability shall be limited to injury or loss caused by the negligence of PCI. PCI has neither created nor contributed to the creation or existence of any hazardous, radioactive, toxic, irritant, pollutant or otherwise dangerous substance or condition at the site, and its compensation hereunder is in no way commensurate with the potential risk of injury or loss that may be caused by exposures to such substances or conditions.
6. The use of this document for soliciting of other bids is strictly prohibited without the written consent of PCI. If the Owner wishes to use this document for the soliciting of bids or for any other purpose, payment for preparation of this proposal shall be negotiated between the Owner and the Engineer.
7. This proposal may contain provisions for periodic representation by PCI to monitor the Contractor's activities during construction. The Owner shall, at times when PCI is not on site, be responsible for monitoring the Contractor's activities.



SUMMARY

COVID-19 Vaccination and Testing ETS



The Occupational Safety and Health Administration (OSHA) has issued an emergency temporary standard (ETS) to minimize the risk of COVID-19 transmission in the workplace. The ETS establishes binding requirements to protect unvaccinated employees of large employers (100 or more employees) from the risk of contracting COVID-19 in the workplace.

COVID-19 was not known to exist until January 2020, and since then nearly 745,000 people, many of them workers, have died from the disease in the U.S. alone. At the present time, workers are continually becoming seriously ill and dying as a result of occupational exposures to COVID-19. OSHA expects that the Vaccination and Testing ETS will result in approximately 23 million individuals becoming vaccinated. The agency has conservatively estimated that the ETS will prevent over 6,500 deaths and over 250,000 hospitalizations. In issuing the ETS, OSHA has made several important determinations:

Unvaccinated Workers Face Grave Danger:

Unvaccinated workers are much more likely to contract and transmit COVID-19 in the workplace than vaccinated workers. OSHA has determined that many employees in the U.S. who are not fully vaccinated against COVID-19 face grave danger from exposure to COVID-19 in the workplace. This finding of grave danger is based on the severe health consequences associated with exposure to the virus along with evidence demonstrating the transmissibility of the virus in the workplace and the prevalence of infections in employee populations. The evidence for the finding of a grave danger is in Section III.A. of the ETS preamble.

An ETS is Necessary:

Workers are becoming seriously ill and dying as a result of occupational exposures to COVID-19, when a simple measure, vaccination, can largely prevent those deaths and illnesses. The ETS protects these workers through the most effective and efficient control available – vaccination – and further protects workers who remain unvaccinated through required regular testing, use of face coverings, and removal of all infected employees from the workplace. OSHA also concludes, based on its

enforcement experience during the pandemic to date, that continued reliance on existing standards and regulations, the General Duty Clause of the OSH Act, and workplace guidance, in lieu of an ETS, is not adequate to protect unvaccinated employees from COVID-19. Thus, OSHA has also determined that an ETS is necessary to protect unvaccinated workers from the risk of contracting COVID-19 at work. The evidence for the need for the ETS is in Section III.B. of the ETS preamble.

The ETS is Limited to Employers with 100 or More Employees:

In light of the unique occupational safety and health dangers presented by COVID-19, and against the backdrop of the uncertain economic environment of a pandemic, OSHA is proceeding in a stepwise fashion in addressing the emergency this rule covers. OSHA is confident that employers with 100 or more employees have the administrative capacity to implement the standard's requirements promptly, but is less confident that smaller employers can do so without undue disruption. OSHA needs additional time to assess the capacity of smaller employers, and is seeking comment to help the agency make that determination. Nonetheless, the agency is acting to protect workers now in adopting a standard that will reach two-thirds of all private-sector workers in the nation, including those working in the largest facilities, where the most deadly outbreaks of COVID-19 can occur. Additional information on the scope of the ETS is found in Section VI.B. of the ETS preamble.

The ETS is Feasible:

OSHA has evaluated the feasibility of this ETS and has determined that the requirements of the ETS are both economically and technologically feasible. The evidence for feasibility is found in Section IV. of the ETS preamble. The specific

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requirements of the ETS are outlined and described in the Summary and Explanation, which is in Section VI. of the ETS preamble.

The ETS Preempts State and Local Laws:

OSHA intends the ETS to address comprehensively the occupational safety and health issues of vaccination, wearing face coverings, and testing for COVID-19. Thus, the standard is intended to preempt States, and political subdivisions of States, from adopting and enforcing workplace requirements relating to these issues, except under the authority of a Federally-approved State Plan. In particular, OSHA intends to preempt any State or local requirements that ban or limit an employer from requiring vaccination, face covering, or testing. Additional information on the preemption of State and local laws is found in Section VI.A. of the ETS preamble.

The ETS Also Serves as a Proposed Rule:

Although this ETS takes effect immediately, it also serves as a proposal under Section 6(b) of the OSH Act for a final standard. Accordingly, OSHA seeks comment on all aspects of this ETS and how it would be adopted as a final standard. OSHA encourages commenters to explain why they prefer or disfavor particular policy choices, and to include any relevant studies, experiences, anecdotes or other information that may help support the comment. Stakeholders may submit comments and attachments, identified by Docket No. OSHA-2021-0007, electronically at www.regulations.gov. Follow the instructions online for making electronic submissions.

OSHA May Revise or Update the ETS:

OSHA will continue to monitor trends in COVID-19 infections and death as more of the workforce and the general population become fully vaccinated against COVID-19 and as the pandemic continues to evolve. Where OSHA finds a grave danger from the virus no longer exists, or new information indicates a change in measures necessary to address the grave danger, OSHA may update this ETS, as appropriate.

This fact sheet highlights some of the additional requirements of the ETS; employers should consult the standard for full details. Read the full text of the ETS at: www.osha.gov/coronavirus/ets2.

Understanding the ETS

- **Employers covered by the ETS.** The ETS generally applies to employers in all workplaces that are under OSHA’s authority and jurisdiction, including industries as diverse as manufacturing, retail, delivery services, warehouses, meatpacking, agriculture, construction, logging, maritime, and healthcare. Within these industries, all employers that have a total of at least 100 employees firm- or corporate-wide, at any time the ETS is in effect, are covered.
- **Workplaces not covered by the ETS.** This standard does not apply to workplaces covered under the Safer Federal Workforce Task Force COVID-19 Workplace Safety: Guidance for Federal Contractors and Subcontractors or in settings where employees provide healthcare services or healthcare support services when subject to the requirements of the Healthcare ETS (29 CFR 1910.502).
- **Employees of covered employers not subject to the requirements.** The ETS does not apply to employees who do not report to a workplace where other individuals such as coworkers or customers are present, employees while they are working from home, or employees who work exclusively outdoors.
- **Effective Dates.** The ETS is effective immediately upon publication in Federal Register. To comply, employers must ensure provisions are addressed in the workplace by the following dates:
 - 30 days after publication: All requirements other than testing for employees who have not completed their entire primary vaccination dose(s)
 - 60 days after publication: Testing for employees who have not received all doses required for a primary vaccination

How to Protect Workers from COVID-19

The ETS establishes minimum vaccination, vaccination verification, face covering, and testing requirements to address the grave danger of COVID-19 in the workplace. The key requirements of the ETS are:

Employer Policy on Vaccination. The ETS requires covered employers to develop, implement, and enforce a mandatory COVID-19 vaccination policy, with an exception for employers that instead establish, implement, and enforce a policy allowing

employees who are not fully vaccinated to elect to undergo weekly COVID-19 testing and wear a face covering at the workplace.

Determination of employee vaccination status. The ETS requires employers to determine the vaccination status of each employee, obtain acceptable proof of vaccination, maintain records of each employee’s vaccination status, and maintain a roster of each employee’s vaccination status.

Employer support for employee vaccination. The ETS requires employers to support vaccination by providing employees reasonable time, including up to four hours of paid time, to receive each vaccination dose, and reasonable time and paid sick leave to recover from side effects experienced following each dose.

COVID-19 testing for employees who are not fully vaccinated. The ETS requires employers to ensure that each employee who is not fully vaccinated is tested for COVID-19 at least weekly (if in the workplace at least once a week) or within 7 days before returning to work (if away from the workplace for a week or longer). The ETS does not require employers to pay for any costs associated with testing. However employer payment for testing may be required by other laws, regulations, or collective bargaining agreements or other collectively negotiated agreements. In addition, nothing prohibits employers from voluntarily assuming the costs associated with testing.

Employee notification to employer of a positive COVID-19 test and removal. The ETS requires employers to: (1) require employees to promptly provide notice when they receive a positive COVID-19 test or are diagnosed with COVID-19; (2) immediately remove any employee from the workplace, regardless of vaccination status, who received a positive COVID-19 test or is diagnosed with COVID-19 by a licensed healthcare provider; (3) keep removed employees out of the workplace until they meet criteria for returning to work.

Face coverings. The ETS requires employers to ensure that each employee who is not fully vaccinated wears a face covering when indoors or

when occupying a vehicle with another person for work purposes, except in certain limited circumstances. Employers must not prevent any employee, regardless of vaccination status, from voluntarily wearing a face covering unless it creates a serious workplace hazard (e.g., interfering with the safe operation of equipment).

Information provided to employees. The ETS requires employers to provide employees the following in a language and at a literacy level the employees understand: (1) information about the requirements of the ETS and workplace policies and procedures established to implement the ETS; (2) the CDC document “Key Things to Know About COVID-19 Vaccines”; (3) information about protections against retaliation and discrimination; and (4) information about laws that provide for criminal penalties for knowingly supplying false statements or documentation.

Reporting COVID-19 fatalities and hospitalizations to OSHA. The ETS requires employers to report work-related COVID-19 fatalities to OSHA within 8 hours of learning about them, and work-related COVID-19 in-patient hospitalizations within 24 hours of the employer learning about the hospitalization.

Availability of records. The ETS requires employers to make available for examination and copying an employee’s COVID-19 vaccine documentation and any COVID-19 test results to that employee and to anyone having written authorized consent of that employee. Employers are also required to make available to an employee, or an employee representative, the aggregate number of fully vaccinated employees at a workplace along with the total number of employees at that workplace.

Additional Information

Visit www.osha.gov/coronavirus for additional information on:

- COVID-19 Laws and regulations
- COVID-19 Enforcement policies
- Compliance assistance materials and guidance
- Worker’s Rights (including how/when to file a safety and health or whistleblower complaint).

This summary is intended to provide information about the COVID-19 Emergency Temporary Standard. The Occupational Safety and Health Act requires employers to comply with safety and health standards promulgated by OSHA or by a state with an OSHA-approved state plan. However, this summary is not itself a standard or regulation, and it creates no new legal obligations.

Annual Organizational Meeting of December 6, 2021 –

Policy determinations and official designations (official newspaper, depositories, auditors, etc.)

DESIGNATION OF THE OFFICIAL VILLAGE DEPOSITORIES AND AUTHORIZED CHECK SIGNERS

BE IT RESOLVED that the Board of Trustees of the Village of Tarrytown hereby designates that the J P Morgan Chase Bank, Wells Fargo Bank, Bank of America, Citibank, Key Bank and the Westchester Bank be designated as official depositories for the Village of Tarrytown. All checks drawn on the payroll shall be signed by Village Treasurer James J. Hart and all checks drawn on accounts other than payroll funds shall be signed by Mayor Brown and Village Treasurer James J. Hart; the signature of Mayor Brown may be manual or by an automatic signing device. The Deputy Mayor is authorized to sign in the absence or unavailability of Mayor Butler and Deputy Treasurer Antoinette Morales is authorized to sign in the absence or unavailability of the Treasurer.

DESIGNATION OF AN OFFICIAL NEWSPAPER

BE IT RESOLVED that the Board of Trustees of the Village of Tarrytown hereby designates The Journal News as the Official Newspaper of the Village of Tarrytown.

RE-APPOINTMENT OF AUDITORS

BE IT RESOLVED that the Board of Trustees of the Village of Tarrytown does hereby re-appoint the accounting firm of Nawrocki Smith LLP as Official Auditors for the Village of Tarrytown per their proposal dated January 17, 2017.

ADOPTION OF THE VILLAGE OF TARRYTOWN BOARD OF TRUSTEES OFFICIAL RULES OF PROCEDURE

Be it Resolved that the Board of Trustees of the Village of Tarrytown, pursuant to New York State Village Law, Section 4-412(2), hereby designates the following Official Rules of Procedure (as attached to the minutes of the this meeting). Said Rules of Procedure also are subject to other provisions of New York Law and the Village of Tarrytown Code and shall govern the meetings of the Board of Trustees of the Village of Tarrytown.

PART A: MEETINGS

SECTION 1 - Regular Meetings

The Board of Trustees generally will hold regular meetings on the 1st and 3rd Monday of each month, with the exception of the months of June, July and August, when the meeting shall be held on the 3rd Monday of the month and due to conflicts with holidays, the following Tuesdays: January 19, 2021, February 16, 2021 and September 7, 2021. All

such regular meetings shall commence at 7:00 PM, unless set for another time by action of the Board of Trustees and shall be conducted in the Boardroom at the Village Hall, or by other means and location pursuant to applicable provisions of law, including but not limited to the NY State Open Meetings Law, the applicable provisions of law as may be set forth in Executive Orders of the Governor, or any other applicable provisions of law or order. Any deviation from this schedule shall be determined by the Board of Trustees.

SECTION 2 - Special Meetings

Special Meetings of the Board of Trustees are all those Board meetings other than regular meetings. A special meeting may be called by the Mayor or by three (3) members of the Board of Trustees upon notice to the entire Board. Notice shall be given in accordance with law.

SECTION 3 - Executive Sessions

Executive Sessions shall be held in accordance with the New York State Public Officers Law §105. All executive sessions shall be commenced in a public meeting (See Part C, Section 4).

SECTION 4 – Work Sessions

Work Sessions of the Board of Trustees shall be held on the Wednesday before the Monday Board of Trustees meeting noted in Section 1 hereinabove. These meetings are open to the public; however, the public shall not be permitted to comment on any issue. Individuals or groups invited to meet with the Board of Trustees at the Work Session for specific agenda items shall be permitted to comment on that specific agenda item. Notice shall be given in accordance with law.

PART B: POLICIES

SECTION 1 - Quorum

A quorum of the Board of Trustees shall be required to conduct business. A quorum of the seven (7) member Board shall be four (4).

SECTION 2 - Voting

Pursuant to Village Law each member of the Board of Trustees shall have one vote. The Mayor may vote on any matter and must vote in case of a tie. The affirmative vote of four (4) members of the Board is necessary to pass a matter unless otherwise specified by New York State Law.

SECTION 3 - Agendas

The agenda shall be prepared by the Village Clerk, in cooperation with the Village Administrator by Friday preceding the Monday meeting. An item may be placed on the agenda at any time, including during the meeting, by consent of a majority of the Board.

SECTION 4 - Order of Business

The order of business shall be:

- Call to order
- Miscellaneous and Liaison Reports
- Changes and/or Additions to the Agenda
- Village Administrator's Report
- Public Hearings and/or Public Information Meetings
- Opportunity for the Public to Address the Board only on Agenda Items
- Resolutions
- Approval of Minutes
- Approval of Audited Vouchers
- Opportunity for the Public to Address the Board
- Adjournment

The order of business need not be followed if the Mayor determines that it is appropriate to deviate.

SECTION 5 - Minutes

Minutes at all Board of Trustee meetings shall be the responsibility of the Village Clerk, who pursuant to approval from the Board of Trustees may employ the services of a person to take minutes. Minutes of an open meeting shall consist of a record or summary of all motions, proposals, resolutions and any other matter formally voted upon and the vote thereon. Minutes of an executive session shall be taken of any action that is taken by formal vote and shall consist of a record or summary of the final determination of such action and the vote thereon; provided, however, that such summary need not include any matter which is not required to be made public by the New York State Freedom of Information Law.

Minutes need not contain a summary of the discussion leading to action taken or include verbatim comments unless a majority of the Board resolves to have the Clerk do so. Minutes shall be considered for approval at the next Board meeting after the minutes are received by the Village Clerk.

PART C: RULES AND PROCEDURES

SECTION 1 - General Rules of Procedure

The Mayor shall preside at meetings of the Board of Trustees. In the Mayor's absence the Deputy Mayor shall preside. In the absence of the Mayor and the Deputy Mayor, the remaining members of the Board of Trustees shall decide which member shall serve as the presiding officer. Board members are not required to rise but must be recognized by the presiding officer before making motions and speaking. A member once recognized shall not be interrupted when speaking unless it is to call the member to order. If a member, while speaking, be called to order, he or she shall cease speaking until the question of order is determined, and, if in order, he or she shall be permitted to proceed.

There is no limit to the number of times a Board Member may speak on a question.

Motion to close or limit debate may be entertained but shall require the affirmative vote of four (4) members of the Board.

Procedural questions which are not governed by New York State law or the Village Code or addressed in these Rules of Procedure shall be determined in accordance with Robert's Rules of Order.

SECTION 2 - Guidelines for Public Comment

The public shall be allowed to speak only during Public Hearings and Public Comment periods.

General Requirements

Speakers must be recognized by the presiding officer.

Speakers must step to the front of the room and speak into the microphone or at the lectern should one be provided. Speakers are not to approach the dais without invitation and are directed to make their remarks from the microphone or lectern.

Speakers must give their name, address and organization represented, if any.

No items or documents may be placed on the dais or presented to the Board unless either authorization is requested and granted by the presiding officer or a Board member specifically requests to see an item. All items for presentation that are granted authorization or requested by a Board member shall be presented to the Village Clerk who shall pass it the Board.

Public Hearings

Speakers shall have three (3) minutes to address the Board of Trustees on the specific matter that is the subject of the Public Hearing before yielding to the next speaker.

Public Comment

Speakers shall have three (3) minutes to address the Board of Trustees before yielding to the next speaker.

Board members may interrupt a speaker during the speaker's remarks, but only for the purpose of asking questions of the speaker for purposes of clarification, information or to ask follow-up questions.

All remarks shall be addressed to the Mayor and Board of Trustees.
Board members may respond to questions or comments at their discretion.

Speakers shall observe the commonly accepted rules of courtesy, decorum, dignity and good taste and shall not use foul language, display unacceptable behavior, or be disruptive of the proceedings.

A timer shall be utilized that will beep or produce another sound to indicate that a speaker's three (3) minute time limit for Public Comment or three (3) minute time limit has been reached. Upon being notified that his or her time limit has been reached, a speaker shall cease speaking, leave the microphone or lectern, if one is provided, and return to his or her seat.

The presiding officer may modify these guidelines if warranted.

SECTION 3 - Use of Recording Equipment

All members of the public and all public officials are allowed to photograph and tape or video record public meetings so long as the photography or recording is done in a manner which does not interfere with the meeting. The presiding officer may make the determination that the photography or recording is being done in a manner that interferes with the meeting after taking into consideration attendant movement and activity, distance from the deliberations of the Board, noise, size of equipment, ability of the public to participate in the meeting notwithstanding the photography or recording, and any other pertinent factor. If the presiding officer makes the determination that the photography or recording is interfering with the meeting, the presiding officer may request an accommodation to avoid the interference and if not sufficient or complied with, order the photography or recording to be stopped.

SECTION 4 - Executive Session Policy

It is the policy of the Board of Trustees of the Village of Tarrytown to conduct Village business in an open fashion and to make available as much information as may legally and practically be disseminated.

The New York State Open Meetings Law authorizes the Board to conduct business in executive session in a number of areas. These include:

1. Matters which will imperil the public safety if disclosed;

2. Matters which may disclose the identity of a law enforcement agent or informer;
3. Information relating to criminal investigations which would imperil effective law enforcement if disclosed;
4. Discussions relating to proposed, pending or current litigation;
5. Collective bargaining negotiations;
6. Personnel matters relating to particular individuals; and
7. The proposed acquisition, sale, or lease of real property or securities when disclosure would substantially affect the value.

The Board recognizes that it is authorized to use executive sessions in these and other situations, but will do so with restraint.

To maintain confidentiality and to encourage the uninhibited discussion of the subject matter in Executive Session, all statements made and positions taken by all participants must remain confidential and may not be disclosed by any participant unless and until disclosure is authorized by affirmative vote of four (4) members of the Board.

It has been and continues to be the practice of the Board that all members of the Board, acting together, come to agreement by consensus on the specific information which is to be released to the public, the suitable vehicle for reporting that information, and the timing of the reporting.

REVIEW OF PROCUREMENT POLICY

BE IT RESOLVED that the Board of Trustees of the Village of Tarrytown has reviewed the Village of Tarrytown Procurement Policy, pursuant to Paragraph 8 of the policy and does hereby approve the said policy for the 2020-2021 year.

VILLAGE OF TARRYTOWN INVESTMENT POLICY

BE IT RESOLVED that the Board of Trustees of the Village of Tarrytown does hereby re-adopt the Investment Policy for the Village of Tarrytown which applies to all moneys and other financial resources available for investment on its own behalf or on behalf of any other entity or individual.

VILLAGE OF TARRYTOWN FUND BALANCE POLICY

BE IT RESOLVED that the Board of Trustees of the Village of Tarrytown does hereby re-adopt the Fund Balance Policy to maintain an unrestricted fund balance in a range

between 15% and 25% of expenditures, and that it should not go below 10% except for emergencies or other extenuating circumstances; and

BE IT FURTHER RESOLVED that if the Village realized an unrestricted fund balance in excess of 25% of expenditures at the end of any fiscal year, the Village would utilize those funds for proper uses such as capital expenses, reduction or avoidance of debt, or establishment of a reserve for defined long-term financial exposures.

ADJOURNMENT TO REGULAR MEETING

