

**VILLAGE OF TARRYTOWN  
BOARD OF TRUSTEES  
WORK SESSION 6:00 P.M.  
WEDNESDAY, FEBRUARY 2, 2022**

Due to the increase in COVID-19 cases, this meeting will be held via Zoom Video Conference.

Meeting Live-Stream: <https://www.tarrytowngov.com/home/events/37556>

**Executive Session – (A) Police Sergeant Interviews**

6:00 p.m.

6:15 p.m.

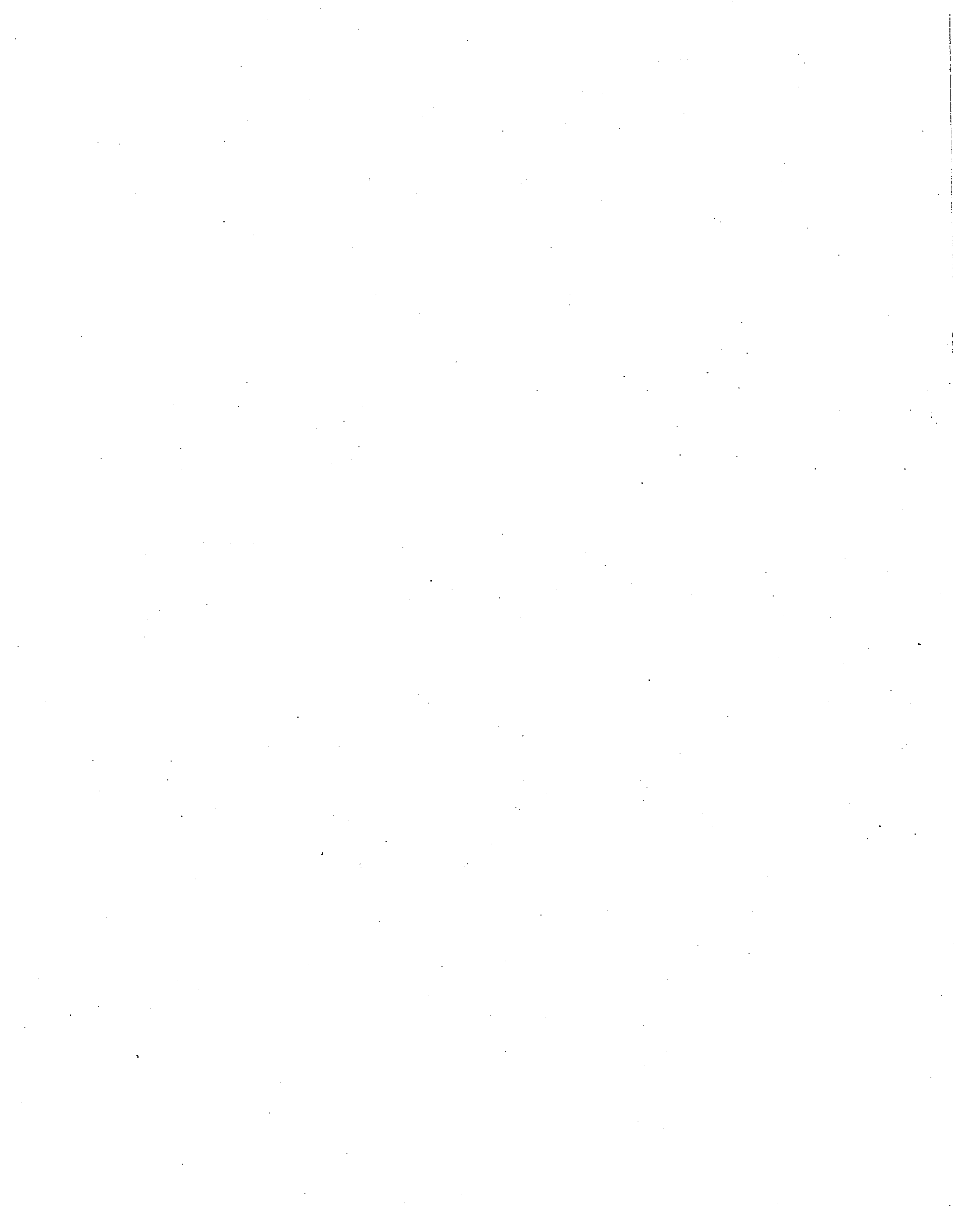
6:30 p.m.

**Open Session**

1. Board of Trustees Concerns
2. Police Vehicles
3. Presentation - Clean Path New York
4. 29 South Depot Plaza
5. Continued Discussion – Fire Department – 60 Control
6. IMA Westchester County – Lifeguard Summer Employment (2021 Reimbursement)
7. Budget – Communication and Presentation Platforms
8. Budget Workshop

**Executive Session**

- B. Continued Discussion – Village Property and Vehicles



# Clean Path NY

## CLEAN PATH New York *All Renewable, All New York*

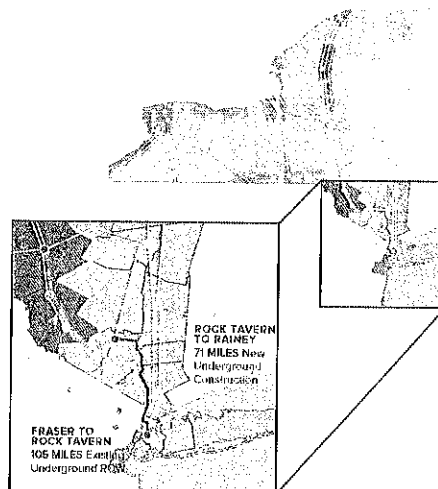
The Clean Path NY project offers an unparalleled opportunity to meet New York State's nation-leading clean energy goals while also providing immense economic, environmental justice and public health benefits.

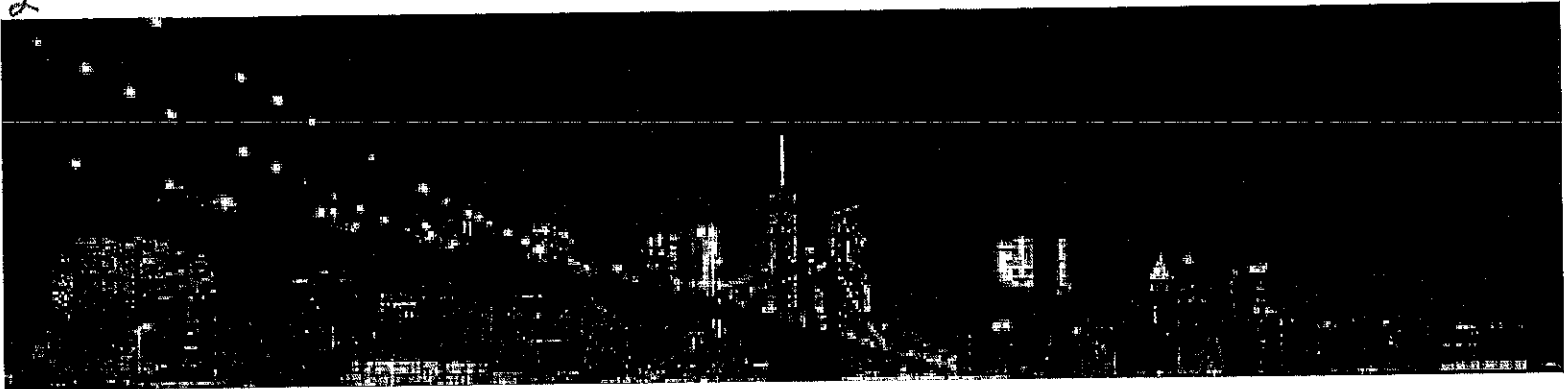
### Our Team:

New York Power Authority (NYPA) and Forward Power (a joint venture of Invernergy and energyRe). We possess the experience and expertise in renewable energy, transmission and development to bring an **\$11 billion** project of this scale and complexity to fruition.

### The Project:

Clean Path NY will include a 1,300-megawatt, 176-mile underground high-voltage direct current (HVDC) transmission line from Delaware County to New York City and 3,800 megawatts of new wind and solar capacity in upstate New York.





### Customer Savings

Clean Path NY is expected to save New York State ratepayers more than **\$12 billion** in its first 25 years.

### Economic Development

Entire **\$11 billion** investment is for projects located in New York State. In addition, the new clean energy projects will bring over 10,500 engineering, construction and operation, and maintenance jobs to the upstate region through the first three years of operation, along with increased tax and PILOT revenues of over **\$1.6 billion** over the 25-year term.

### Optimal Siting

The transmission line will run entirely underground or underwater, with the underground portion of the line located primarily within NYPA's existing Marcy-South corridor. This will mitigate environmental concerns and reduce vulnerability to extreme weather or security threats.

### Superior Congestion Relief

The line will alleviate the longstanding power grid congestion at the "Total East" interface that has prevented renewable energy generated upstate from reaching downstate areas where it is most needed.

### Environmental Justice

Clean Path NY will result in more than **\$6.25 billion** in avoided social and public health costs over 25 years, with over 50% of these benefits in New York City and 49% in disadvantaged communities across the state.

### Long-term Solution

Clean Path NY will likely serve New York for more than 70 years, well beyond the original 25-year contract term.

### Investing in the Community – Education, Workforce Development, Community Health

From job opportunities and green career-training to minority and women owned business enterprise (MWBE) and local business participation, Clean Path NY will prioritize diversity and inclusion in its project. The project team is committed to working with communities and stakeholders at every stage of development to ensure that local voices are sought and heard. This is especially true for environmental justice communities, an essential part of the development of the new green economy. The project team will make **\$270 million** in investments across New York focused on job training, education, community health and the environment.

**\$100 million** in increased funding for existing workforce development, local apprenticeship, and education programs currently administered by NYPA;

**\$70 million** to support workforce development and education programs focused on increasing minority participation in the green economy

**\$50 million** investment in access to medical care and health services in disadvantaged communities

**\$50 million** in efficiency and electrification retrofits in disadvantaged communities to spur local investment, create good jobs, and reduce the environmental burden



**INTERMUNICIPAL AGREEMENT**

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

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

and

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

**WITNESSETH:**

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

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

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

**FIRST:** The Municipality shall provide the Program, as more fully described in Schedule "A" attached hereto and made a part hereof. In consideration for providing the Program, the County shall reimburse the Municipality an amount not to exceed Two Thousand Three Hundred Twenty Nine (\$2,329.00) Dollars, as budgeted in accordance with Schedule "B," which is attached hereto and made a part hereof, payable upon full contract execution and approval of the same as to form and manner by the Office of the Westchester County Attorney.

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

The Municipality shall provide the County with a report to be submitted within thirty (30) days of the expiration of this Agreement which shall set forth in detail the services performed under the Agreement, the activities, progress and accomplishments under the Agreement, the amount of funds

expended for each task performed and the extent and manner in which the goals, objectives and standards established for the Agreement have been met by the Municipality. The above report shall be certified by an officer or director of the Municipality.

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

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

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

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

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

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

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

**THIRD:** The term of this Agreement will commence January 1, 2021 and terminate December 31, 2021, unless terminated earlier as provided herein.

**FOURTH:** (a) The County reserves the right to cancel this Agreement on thirty (30) days' prior written notice to the Municipality when it deems it to be in its best interests to do so. In such event, the Municipality shall be compensated and the County shall be liable only for payment for services already rendered under this Agreement prior to the effective date of termination at the rates specified in Schedule "B".

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

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

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





to the Municipality: Village of Tarrytown  
1 Depot Plaza  
Tarrytown, NY 10591

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

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

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

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

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

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

**TWELFTH:** The Agreement shall not be enforceable unless signed by the parties and approved as to form and manner by the Office of the County Attorney.

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

**COUNTY OF WESTCHESTER**

By: \_\_\_\_\_  
Kenneth W. Jenkins  
Acting County Executive

**VILLAGE OF TARRYTOWN**

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

Approved by the Westchester County Board of Legislators of the County of Westchester by Act No. 2021 - 160.

Approved as to form and manner of execution:

\_\_\_\_\_  
Assistant County Attorney  
The County of Westchester

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**MUNICIPAL ACKNOWLEDGMENT**  
(Municipal Corporation)

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

On this \_\_\_\_\_ day of \_\_\_\_\_, 2020, before me personally came \_\_\_\_\_ to me known, and known to me to be the \_\_\_\_\_ of \_\_\_\_\_, the corporation described in and which executed the within instrument, who being by me duly sworn did depose and say that he/she, the said \_\_\_\_\_ resides at \_\_\_\_\_ and that he/she is \_\_\_\_\_ of said corporation and knows the corporate seal of the said corporation; that the seal affixed to the within instrument is such corporate seal and that it was so affixed by order of the Board of Directors of said corporation, and that he/she signed his name thereto by like order.

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

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**CERTIFICATE OF AUTHORITY**  
(Municipality)

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

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

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

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

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

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

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

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

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

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

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

STATE OF NEW YORK        )  
                                  )  
COUNTY OF WESTCHESTER    )

ss.:

On this \_\_\_ day of \_\_\_\_\_, 2020, before me personally came \_\_\_\_\_  
\_\_\_\_\_ whose signature appears above, to me known, and know to be the  
\_\_\_\_\_ of \_\_\_\_\_  
*(Title)*

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

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

**SCHEDULE "A"**

PROGRAM TITLE: Lifeguard Summer Employment

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

PROGRAM SITES- Most significant (3 Maximum)					
Type	Address (Street, City, State, Zip)	Assembly District #	NYS Senate District #	Local Planning Board	City Council District
Pool	238 W. Main Street				

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

<b>GENDER OF PROGRAM PARTICIPANTS</b> (enter number of participants per gender)	# Male 5	# Female 5
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<b>ETHNICITY</b> (Enter number of participants per ethnic group)			
White 6	Black or African American	Two or more races	Hispanic or Latino 4
American Indian or Alaskan Native	Asian	Native Hawaiian or other Pacific Islander	

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

PLEASE DESCRIBE HOW THE PROGRAM FOR WHICH YOU ARE APPLYING FOR FUNDING, ADDRESSES EACH OF THE FOLLOWING 8 FEATURES OF POSITIVE YOUTH DEVELOPMENT SETTINGS:

(These eight features of effective youth development settings serve as quality standards for youth programs)

<b>1. Physical &amp; Psychological Safety:</b> Safe and health-promoting facilities; practices that increase safe peer group interaction and decrease unsafe or confrontational peer interactions.
All youth employed through this program are certified and trained to protect the general public from any harm and to keep swimmers safe in the pool. Lifeguards meet before each shift to discuss any pertinent information that is needed that day with reference to activities that are going on at the pool

<b>2. Appropriate Structure:</b> Limit setting, clear and consistent rules and expectations; firm enough control; continuity and predictability; clear boundaries; age appropriate monitoring.
All youth employed through this program are oriented to follow directions and to spot unsafe situations to make the facility safe for all. The youth are given clear boundaries that must be strictly adhered to.

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

All youth employed through this program are trained to support the mission of their lifeguarding position and are encouraged to be respectful of swimmers. The youth are provided guidance on what is acceptable dialogue between them and the swimmers, with a focus on clear communication skill development.

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

The summer youth employment positions are open to all who have been certified. All youth are encouraged to apply, regardless of gender, ethnicity, sexual orientation, etc.

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

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

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

Staff support and encourage the youth employed through this program.

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

All youth employed through this program, as lifeguards, are trained to help people in the pool and to be safe in the water. Various types of certifications are reviewed as different types of certifications are required for different pool related positions.

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

All youth employed through this program are taught to address all issues, if necessary, with the families of certain youth who come to the facility.

**Monitoring and Evaluation Methods**

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

Attendance is mandatory for the youth employed through this program. Lifeguards are monitored by Lead Lifeguard to determine if additional skills need to be developed. Lead Lifeguard will keep all documentation of monitoring activities in order to provide each individual youth with specific improvement skills.

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

All youth employed through this program are evaluated at the beginning of the summer to ensure they are physically able to assist a person in the pool, able to work with another lifeguard if assistance is required and have the correct credentials to act as a lifeguard. The results of any evaluation are used to promote a host of employment skills (attendance, timing, communication, etc.) so youth are qualified to work during the off season at a different type of job.

<b>LIFE AREA:</b> (ENTER CODE AND DESCRIPTION)	1ES	ECONOMIC SECURITY
<b>GOAL CODE:</b> (ENTER CODE AND DESCRIPTION)	11	Youth will be prepared for their eventual economic self-sufficiency
<b>OBJECTIVE:</b> (ENTER CODE AND DESCRIPTION)	113	Youth seeking summer jobs will have employment opportunities
<b>SOS:</b> (ENTER CODE AND DESCRIPTION)	0119	Employment Opportunities
<b>Performance Measures:</b> (ENTER CODE AND DESCRIPTION)		
<b>How Much:</b>	0119A.1	# of youth in the program (unduplicated)
<b>How Well:</b>	0119B.3	% of teens that report being supported by staff
<b>Better Off:</b>	0119C.2	#/% of youth receiving a positive evaluation in the following areas: promptness, quality of work, attitude, attire

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**SCHEDULE "B"**

For the Period of Operation: Jan 2021-Dec. 2021	Contract #:
Agency/Municipality Name: Tarrytown	Program Title: Lifeguard Employment

**1. PERSONAL SERVICES**

Position Title	Rate of Pay	Basis (H,W,BW, SM)	Total Program Amount	Total Funds Requested for this Program
Lifeguards (10)	\$13.50	H	2,329	
<b>TOTAL SALARIES AND WAGES</b>			2,329	
<b>TOTAL FRINGE BENEFITS</b>				
<b>TOTAL PERSONNEL SERVICES (1)</b>			\$ 2,329	

**2. CONTRACTED SERVICES AND STIPENDS**

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

**3. MAINTENANCE & OPERATION**

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

<b>TOTAL PROGRAM AMOUNT</b>	\$ 2,329
<b>TOTAL WCYB FUNDS REQUESTED</b>	\$ 2,329

List Other Funding Sources		Reimbursable Total
	\$ 2,329	
	\$ -	Municipal Funding
	\$ -	Other Sources

Approved:



PROGRAM TOTAL BUDGET - ATTACHMENT E		
AGENCY/MUNICIPALITY NAME: VILLAGE OF OSSING		
PROGRAM TITLE: REC JOBS 101		
MAINTENANCE AND OPERATION (All Other Expenses Except Facility Repairs)		
ITEM	LIST DESCRIPTIONS	AMOUNT
Program Supplies	SHIRTS FOR PARTICIPANTS, MANUALS, POCKET MASKS, CARDS	1,380
Maintenance/Equipment Repairs		
Equipment Rentals		
Equipment Purchases	CPR Instructional Equipment	500
Space Rentals (Indicate Rate/Basis/Type; MUST attach a voucher or copy of rental agreement to request reimbursement)		
Travel - (Include "Mileage Rate" - current 2014 rate is: @ \$0.56 per mile; end is subject to change)		
Insurance		
Utilities and Telephones		
Other Costs	SIGNS AND FLYERS	500
<b>3. TOTAL MAINTENANCE AND OPERATION</b>		<b>5</b>
<b>1,880</b>		
Add additional information below; attach additional sheet if necessary		

**SCHEDULE "C"**  
**STANDARD INSURANCE PROVISIONS**  
**(Municipality)**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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**VILLAGE OF TARRYTOWN  
VILLAGE ADMINISTRATOR'S OFFICE  
MEMORANDUM**

**TO:** Mayor Brown and the Board of Trustees  
**FROM:** Richard Slingerland, Village Administrator  
Alissa Fasman, Deputy Village Clerk/Assistant Village Administrator  
**RE:** Budget presentation and planning  
**DATE:** January 28, 2022

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The Board of Trustees requested that the Village investigate ways to improve communication and presentation of the annual budget to make it easier to access and understand for residents. The Board also requested we investigate improvements to planning and forecasting for long term financial impact of decisions made by the Board, whether that be investments in personnel, infrastructure or programming.

We are exploring ways to improve processes and output using the personnel and skills we already have in house. Bearing in mind that all such improvements will require additional staff time, there are digital tools that we can acquire to save staff time, make planning and forecasting easier while improving resident access to the Village's financial data.

**BUDGETING FOR FY 2022-2023**

As a brief reminder about the budget dates and deadlines we operate under, please note the following:

- January through March – Budget preparation w/Department Heads
- NYS Village Law Chapter 5-508 sets forth the requirements for the filing and submission of the Tentative Budget to the Clerk and the Board.

**State Law about Dates and Deadlines:**

- March 20 – deadline for filing of the Tentative Budget with the Village Clerk
- March 31 – deadline for submission of the Budget to the Board at a public meeting
- April 15 – deadline for holding the Public Hearing on the Budget
- April 20 – deadline to close the Public Hearing on the budget
- May 1 – deadline for adoption of the budget
- June 1 through May 31 - Fiscal Year in New York State for Villages, unless they are chartered, which is rare.

**Tarrytown's plan for filing, review and adoption of the Budget:**

- March 18, 2022 – the Tentative Budget will be filed with the Village Clerk and shared with the Board.
- March 21, 2022 – Regular Board Meeting; Recommend Public Hearing on the Budget

- March 30, 2022, or a special budget work session – discuss and make any amendments
- April 4, 2022 – Continue the public hearing on the Budget, discussing any changes
- April 18, 2022 – Plan for adoption of the Village Budget, with any Board amendments

### **Budget Presentation Software**

Because we are already well into the process of preparing the budget for 2022-2023, we do not have time to implement new digital tools for this budget cycle. However, there are improvements we can make using what we already have in house to make the budget more accessible and understandable for the lay reader. The Board can also consider whether an investment in a graphic designer is warranted.

The following are the elements we can consider adding this budget cycle to simplify the data, clarify the roles of Village Departments and the functions they perform, identify trends in revenues and spending over time and make connections between Village government functions, goals and expenditures:

- General information about the community for budget context including demographics, employment figures, median home value, real property value etc.
- Organizational Charts for overall village structure. We will work on creating one for each department.
- Graphic visualizations of:
  - Expenditures by Type (General Fund, Capital Fund, Water Fund ,etc)
  - Expenditures by Department (Public Safety, Public Works, Recreation, etc)
  - Expenditures by Category (Personal Services, Equipment, Materials and Supplies, etc)
  - Revenues
  - Trends over time
- Brief narrative explanations of each department and the functions they perform
- Expansion of budget highlights to underscore significant changes to this year's budget
- Narrative and graphic connection between expenditures and strategic goals of the Board

Other communities produce a graphic-heavy “Budget in Brief,” with a condensed graphic overview of the annual budget.

Some examples: Brentwood, CA, Lombard, IL, Lisle, IL, Round Rock, TX

### **DIGITAL TOOLS TO CONSIDER FOR FY 2023-2024**

We have explored three software packages that can work with our current financial management system, KVS, all of which have been vetted by the Government Finance Officers Association (GFOA). The tools offered by all three companies fall into three main categories:

- A. tools that improve budget presentation and communication for the public,
- B. tools that improve back-end processes for better collaboration and efficiency in budget preparation, and
- C. tools that facilitate planning and forecasting.

All three companies provide the following tools which can be purchased in a bundled package or a la carte:

**Transparency/Open Data/ Open Book:** This tool is an online platform that allows the public to explore the Village's financial data in detail. The data can be updated throughout the year to allow for comparison of budgeted and actual spending.

**Digital Budget Book:** This tool also allows for the public to explore the Village's financial data in detail, but fits into the processes the Village already undertakes to produce the annual budget, while improving the graphic presentation and accessibility of the budget.

**Budgeting Modules (Operating/Capital/Personnel):** These are back-end tools that improve the budgeting process internally while automating formulas that allow for better planning and forecasting.

### ClearGov

ClearGov is the most user-friendly, intuitive platform for the public at a good price point, but the forecasting tools are less robust than Questica or OpenGov.

Examples:

- Rye Brook Transparency Site
- Pelham Transparency Site

Both Rye Brook and Pelham have opted for the Transparency site only. Their budget documents remain in the traditional format as can be seen [here](#) and [here](#). Rye Brook's Administrator reports that ClearGov has been an excellent collaborator, the implementation process has been very easy, and the cost is comparatively reasonable. Rye Brook was one of the first in New York to work with ClearGov when they installed the platform five years ago. Use by residents in Rye Brook has been minimal, which is why they are not considering additional investments such as the Digital Budget Book which is a more recently available tool.

Digital Budget book examples:

- Bayside Digital Budget Book
- Pleasant Prairie Digital Budget Book
- Sweet Home Digital Budget Book

The Digital Budget Book transforms processes the Village is already undertaking to produce the annual budget but translating it into an online platform and automating graphic formatting. The online budget book can automatically generate a traditional pdf as can be seen [here](#).

Demo Videos for internal budgeting modules:

- Operational Budgeting
- Personnel Budgeting

- Capital Budgeting

### Questica

We found Questica to be less intuitive and more cumbersome to implement than ClearGov, but possibly more robust on the back-end.

The Transparency site differs from ClearGov in that we can populate a number of different visualizations including a digital budget book. If we opt for Transparency alone, we would manually input all of the data rather than benefitting from the automation from their budgeting platform. This could potentially be a significant workload issue for staff.

Examples:

City of Largo, FL Open Book Budget Explorer  
Largo, FL Finance page on their website  
Burlington, Ontario Budget Explorer  
Burlington, ON Budget page on their website

Information about Questica back-end budgeting modules:

<https://www.questica.com/budget/#overview>

Operating Budget Module Success story: Southhampton, NY

### OpenGov

Our meeting with OpenGov is scheduled for 2/1/22 so we will have additional information about cost at the work session.

Examples:

Transparency site: Washougal, WA  
Digital Budget Book: East Providence, RI  
Digital Budget Book: Milpitas, CA



**Cost Comparison:**

	ClearGov	Questica	OpenGov
<b>Transparency Site</b>			
Annual Subscription	\$6,600	\$5,000	
One-time Set-Up	\$1,800	\$1,800	
<b>Total:</b>	<b>\$8400</b>	<b>\$6,800</b>	TBD
<b>Budget book</b>			
Annual Subscription	\$7400		
One-time Set-Up	\$1800		
<b>Total:</b>	<b>\$9200</b>	<b>\$14,500</b>	TBD
		(this is not a digital budget book, but rather the cost to produce a budget document from the budget explorer data)	
<b>Full Suite of Budgeting Modules including Operating, Capital and Personnel Budget Tools</b>			
Annual Subscription:	\$25,000	\$19,500	
One-time Set-Up:	\$5400	\$10,000	
<b>Total:</b>	<b>\$30,400</b>	<b>\$29,500</b>	TBD

