

**VILLAGE OF TARRYTOWN  
BOARD OF TRUSTEES  
WORK SESSION 6:00 P.M.  
WEDNESDAY, JUNE 16, 2021**

Location: Zoom Video Conference – For Information on How to Join  
Visit <https://www.tarrytowngov.com/home/events/34441> Any questions prior to the  
meeting may be emailed to [administrator@tarrytowngov.com](mailto:administrator@tarrytowngov.com).

Open Session

1. Board of Trustees Concerns
2. Discussion – CPMC Recommendation – Communications Policy
3. Parking Lots – West Side of Railroad – No Congregating
4. Extension of WI Boat Club Lease
5. Agreement with Westchester County – Prisoner Transportation
6. In-Person Meetings with Public
7. Discussion to Authorize CDBG Applications after Hearing
8. Discussion of CFA Applications, Including (a) Scenic Hudson Request for Funding to Support the Cross-Railroad Pedestrian Walkway and (b) Application for Sewer to Support Eastview Pump Station Improvements
9. Lot F – Cameras
10. Permanent Appointment – Intermediate Clerk – Treasurer/Clerk Offices
11. Placemaking Committee
12. Fire Department – Utility Apparatus
13. Fire Department – Membership Change
14. Motorcycle License Permit Fee
15. Parklets – Main Street

Executive Session

- A. Discussion – Real Properties
- B. Appointment Two Laborers DPW
- C. Stipulation of Agreement – Village and CSEA
- D. Fire Department – Board Authorization of Deputy Chief Appointments
- E. Tax Certioraris
- F. Police Collective Bargaining
- G. ZBA Vacancy



Village of Tarrytown

Comprehensive Plan Action Summary [Short Sheet for BoT] Date: March 23, 2021

Action [name and ID number]: Communications Team 621-06

**Purpose:** To put together a Communications Team to broaden village outreach through an expanded multi-media initiative.

A pro-active mechanism, coordinated multi-media reporting would link Main Street and the Information Super Highway. It would:

- provide outreach through non-tech means as well as online
- address public service needs long-term and short during emergencies, pandemic period
- respond immediately to potential misinformation/rumors re: village code, project planning/development process

Effective outreach makes use of:

- acknowledging meaningful “positive news”
- public input
- utilizing the established <http://tarrytowngov.com> site and social media
- including access television, print media, centralized public postings at designated sites
- highlighting general progress with links to access more complex details

Each board/committee would fill out a monthly form to submit to the Communications Liaison who would:

- compile the information into a brief
- show it to administration for approval,
- disseminate the collective news around the village to broad and inclusive venues and online on a chosen coordinated date(s).

Village-wide postings work towards greater transparency and tighter community relationship. We strengthen the public’s experience of Tarrytown’s collective aspirations by:

- posting regularly information on services ranging from cultural /recreational events to community services (ie: food, housing, healthcare, etc.)
- cross-referencing online links for citizens wishing to “deep dive” research departmental projects
- sharing an open online inquiry page link to encourage public participation and serve as a record of people’s ongoing questions and concerns

Suggested/Suggested Trustee: (?)

Lead Entity/Committee: Tori Weisel, Richard Slingerland, Josh Ringel

Other Participation/Reference: A volunteer with a background in marketing and/or public relations. Consideration may be warranted to hire someone with the expertise and time the position requires and the budget allows.

Consultant:

Funding:

Schedule: Three months between planning, implementing and refining.



VILLAGE OF TARRYTOWN  
VILLAGE ADMINISTRATOR'S OFFICE  
MEMORANDUM

TO: Richard Slingerland, Village Administrator  
FROM: Josh Ringel, Assistant Village Administrator  
RE: Proposed Legislation: Parking Lot Prohibited Uses  
DATE: June 7, 2021

In the last few weeks, Tarrytown Police has reported an increase in the number of instances in which groups of persons are congregating in parking lots by the train station; included is a table tabulating such activity. A super majority of these reported congregations are occurring at night after park closure. The Police Department receives complaints and the parks department has noted an increase in garbage every morning, particularly in Lot F. There is currently no impetus to remove persons outright from these parking lots if no other illegal activity is observed (e.g. illicit drug use, drinking, fireworks, etc.) As such, Tarrytown Police, the Village Attorney and myself have worked on a local law that we believe would provide a local law upon which the Police Department could act.

It is in the Police Department's opinion that without such a law, instances of large congregations in the parking lots will continue to grow and may lead to additional negative consequences. In fact in, recent weeks the Police Department has noted evidence of littering, fireworks, drinking, smoking and grilling. Included below is the local law we wish to have put before the board at the special work session on June 9<sup>th</sup> for eventual adoption at the June 21<sup>st</sup> meeting.

Date	Time	Number of People Congregating	Parking Lot of Concern
5/24/2021	2047	7	Lot F
5/25/2021	100	10	Lot F
5/25/2021		Not Done Due to Call Volume	
5/26/2021	130	38	Lot F
5/26/2021	2140	25	Lot F
5/27/2021	1201 am	9	Lot F
5/27/2021	2145	50	Lot F
5/28/2021	1240 am	37	Lot F
5/29/2021	RAIN	0 HEAVY RAIN	N/A
5/29/2021	RAIN	0 HEAVY RAIN	N/A
5/30/2021	RAIN	0 HEAVY RAIN	N/A
5/30/2021	2200	5	Lot F
5/31/2021	128 am	5	Lot F
5/31/2021	2150	50	Lot F
6/1/2021	1230 am	4	Lot F
6/1/2021	1230 am	7	Lot G
6/1/2021	2215	30	Lot F
6/1/2021	2215	15	Lot G
6/2/2021	1215 am	35	Lot F
6/2/2021	2100	9	Lot F
6/2/2021	2100	13	Lots E/C
6/3/2021	1:00 AM	16	Lot F
6/3/2021	1:00 AM	6	Lot G
6/3/2021	2145	11	Lot F
6/4/2021	2250	60	Lot F
6/5/2021	110 am	18	Lot F
6/5/2021	2130	45	Lot F
6/6/2021	1230 am	65	Lot F
6/6/2021	2245	20	Lot F
6/7/2021	1205 am	35	Lot F

3

LOCAL LAW \_\_ - 2021

A local law to amend Chapter 291 of the Tarrytown Code, entitled Vehicle and Traffic, Section 291-58 regarding use of municipal parking fields.

Section 1. Be it enacted by the Board of Trustees of the Village of Tarrytown as follows (Language in **Bold and Underlined** to be added, language in ~~**Strikethrough and bold and underlined**~~ to be deleted):

**Section 2. Amending Existing Section.** Section 291-53 entitled "Definitions" shall be amended as follows:

§ 291-53. Definitions.

For the purpose of interpreting and applying the terms of this article, the following terms shall have the meanings indicated:

**MUNICIPAL PARKING FIELD**

Any off-street parking **lot or** field owned or leased by the Village for the parking of motor vehicles by the public ~~**other than off-street, metered parking lots or the unmetered portions of off-street parking lots where parking is permitted.**~~

**PARKING STALL**

A space in a municipal parking field marked or indicated by lines appearing on the pavement, within which a single motor vehicle is to be parked.

**Section 3. Amending Existing Section.** Section 291-58 entitled "Repair Work Prohibited" shall be amended as follows:

§ 291-58. ~~Repair work~~ Prohibited Uses.

**(a) Municipal parking fields shall be used for parking of unattended vehicles only and there shall be no gatherings, congregating, tailgating or other similar use, inside or outside of a vehicle, in any municipal parking fields unless a special events permit has been issued by the Village or is an event sponsored by the Village.**

**(b) No repair work on any motor vehicle except emergency repairs shall be done or performed in any municipal parking field.**

**Section 4. Amending Existing Section.** Section 291-65 entitled "Penalties for Offenses", subsection "B", shall be amended as follows

§ 291-65. Penalties for offenses.

**A. Every person convicted of a ~~traffic~~ infraction for a violation of any provision of this chapter which is not a violation of any provision of the Vehicle and Traffic Law of the State of New York shall be punished by a fine of not more than \$250 or by imprisonment for not more than 15 days, or by both such fine and imprisonment.**



**Section 5: Severability**

If the provisions of any article, section, subsection, paragraph, subdivision or clause of this local law shall be judged invalid by a court of competent jurisdiction, such order of judgment shall not affect or invalidate the remainder of any article, section, subsection, paragraph, subdivision or clause of this local law.

**Section 6: Effective Date**

This local law shall take effect immediately upon filing in the office of the New York State Secretary of State in accordance with Section 27 of the Municipal Home Rule Law.





**EXTENSION OF LEASE AGREEMENT**

*February*

THIS EXTENTION OF LICENSE AGREEMENT is entered into on 11<sup>th</sup> day of ~~January~~, 2021 by and between the Village of Tarrytown, a municipal corporation and existing under the laws of the State of New York, (hereinafter "Village" or "Licensor"), and Washington Irving Boat Club, Inc., a membership corporation, (hereinafter "Licensee").

For and in consideration of the mutual promises herein contained, the parties agree as follows:

**WHEREAS**, the Village and the Licensee entered into a License Agreement on June 1, 2020 (see Exhibit "A" herein) in connection with the use of certain premises known as 238 Green Street, Tarrytown, New York

**WHEREAS**, pursuant to Section 4 of the License Agreement, the License will end on the 31<sup>st</sup> day of December, 2020; and

**WHEREAS**, the Village and the Licensee desire to extend the term of the license for a period of six (6) months, beginning January 1<sup>st</sup>, 2021 and ending on June 30, 2021. In addition, the Village desires to have an option to extend the term of the License for an additional six (6) month period, beginning on July 1, 2021 and ending on December 31, 2021.

**NOW THEREFORE**, in consideration of mutual promises and other consideration, the Village and the Licensee agree as follows:

**Section 1. Term:**

The term of the License Agreement, as extended, shall commence on the 1<sup>st</sup> day of January 2021 and end on the 30<sup>st</sup> day of June, 2021.

**Section 2. Option to Extend for Addition Period:**

The Village shall have the option, at its sole discretion, to extend the term of the License for an additional term, commencing on the 1<sup>st</sup> day of July, 2021 and ending on the 31<sup>st</sup> day of December, 2021. The Village's option may be exercised by giving written notice to the Licensee prior to June 30, 2021. If the Village exercises its option to extend this Lease for the Option Period, the License fee will be determined by the Village, at the time that the Village decides to exercise its option.

4

**Section 3. Terms of License Agreement, dated June 1, 2020**

All of the other terms, covenants and conditions of the License Agreement, dated June 1<sup>st</sup>, 2020, shall remain in full force and effect.

**Section 4. License Fee (for the Period January 1, 2021 – June 30, 2021)**

The License Fee, for the period beginning on January 1, 2021 and ending on June 30, 2021, shall be \$4,814. and shall be paid by Bank Cashier's Check, made payable to the Village of Tarrytown, simultaneously with the execution of this License Agreement ("Minimum License Fee"). Any Additional License Fee not paid within five (5) days of it being due and payable shall be subject to and bear interest at 18% interest per annum.

**Section 5. License Fee – Option Period (July 1, 2021 – December 31, 2021)**

If the Village exercises its option to extend the Lease for the Option Period (beginning on July 1, 2021 and ending on December 31, 2021), the License Fee will be determined by the Village, at the time that the Village decides to exercise its option.

**Section 4. Electronic Signatures:**

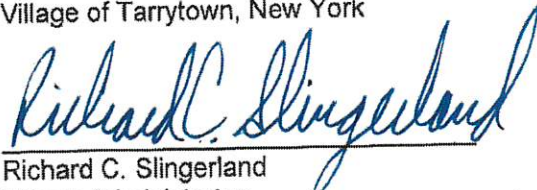
This Extension of License Agreement can be executed with original, faxes or electronic signatures in one or more counterparts, each of which will be deemed to be an original copy of the contract and all of which, when taken together, will be deemed to constitute one and the same Extension Agreement.

**Section 5. Effective Date:**

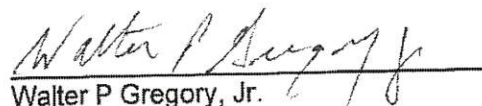
This License Agreement shall become effective on January 1, 2021 upon full execution by both parties ("Effective Date")

IN WITNESS WHEREOF, the undersigned have caused this Extension of License Agreement to be executed as of the Effective Date.

For the Licensor:  
Village of Tarrytown, New York

  
Richard C. Slingerland  
Village Administrator

For the Licensee:  
Washington Irving Boat Club, Inc.

  
Walter P. Gregory, Jr.  
Authorized Officer

Dated February 11, 2021

Dated: February 10, 2021

# Exhibit "A"

4

**LICENSE AGREEMENT**

THIS LICENSE AGREEMENT is entered into this 1<sup>st</sup> day of June, 2020 by and between the Village of Tarrytown, a municipal corporation organized and existing under the laws of the State of New York (hereinafter "Village" or "Licensor"), and Washington Irving Boat Club, Inc., a membership corporation, (hereinafter "Licensee"),

For and in consideration of the mutual promises herein contained, the parties agree as follows:

**Section 1: Grant of License; Description of Premises**

Licensor hereby grants to Licensee a license to occupy and use, subject to all of the terms and conditions hereof, a certain piece or parcel of land and docks, situated in the Village of Tarrytown, County of Westchester and State of New York described and more particularly described in Schedule "A" annexed hereto and made a part hereof and as depicted in the plan entitled "Off Season Parking Plan" in Schedule "B" annexed hereto and made a part hereof.

**Section 2: Transferability**

This license is non-transferable and shall not be assigned.

**Section 3: Limitation to Described Purpose**

The Subject Property may be occupied and used by Licensee solely and exclusively for the purpose of a boat club, yacht basin, marina, restaurant, outdoor bar/grill and other uses incidental and necessary to the foregoing, but for no other purpose. Licensee covenants and represents that it shall provide access to the public, including but not limited to public access to any restaurant or food establishment on the Subject Property.

**Section 4: Duration and Termination**

This license shall commence on the 1<sup>st</sup> day of June, 2020 and end on the 31<sup>st</sup> day of December, 2020. This License Agreement is revocable at will by Licensor and at Licensor's sole discretion, Licensor may cancel this License Agreement upon sixty-days written notice to Licensee, in which case Licensee shall vacate the Subject Property and have no further rights in or to the Subject Property.

**Section 5: License Fee**

The License fee shall be \$4,814 for the term of the license and shall be paid by Bank Cashier's Check, made payable to the "Village of Tarrytown", simultaneously with the execution of this License Agreement ("Minimum License Fee") in addition to any additional license fees as set forth herein ("Additional License Fee"). Any Additional License Fee not paid within five (5) days of it being due and payable shall be subject to and bear interest at 18% interest per annum.

**Section 6: Access**

Licenser retains all rights of ownership, including but not limited to, the right to access and enter into any portion of the Subject Property for any purpose at any given time.

**Section 7: Indemnification/ Hold harmless**

In exchange for the granting of this License Agreement, the Licensee agrees to release, defend, indemnify and hold the Village of Tarrytown, and their agents, servants, employees and volunteers harmless from and against all claims of any nature whatsoever, including reasonable attorney fees and liability, arising out of or in connection with this License Agreement or the Subject Property, and/or all losses, claims, actions and damages suffered by any person or entity by reason of or resulting from any negligent, reckless, or intentional act or omission of the Licensee, its agents, assigns, heirs, employees, invitees, contractors, and any of its sub-contractors in connection with use of the Subject Property. On behalf of the Licensee, and any estate, assigns and heirs, Licensee does hereby indemnify and hold the Licenser, their trustees, officials, officers, agents, employees and volunteers harmless from any damage or liability incurred by the Licenser or others as a result of this agreement for any costs or expenses including, but not limited to, hospital and medical expenses, legal defense costs, as well as settlements, judgments, fines and penalties of any nature whatsoever which may be incurred as a result of this agreement. Further, it is expressly understood that such indemnity of the Licenser shall not be limited by reason of enumeration of any insurance coverage provided.

**Section 8: Insurance Coverage**

The Licensee shall obtain and during the term of the License maintain general liability and property insurance policies insuring both Licenser and Licensee to the limit of the \$1,000,000 in the event of injury or death to a single person or to the limit of \$2,000,000 in the event of any one accident or incident; and property damage in the amount of \$1,000,000 in the event of one accident or incident and \$2,000,000 in the aggregate. Upon failure at any time on the part of the Licensee to pay the premiums for the insurance required by this section, the Licensee shall notify the Licenser of such no less than 10 days in advance of the due date of the payment of its intent not to make the payment, in which case the Licenser shall at its discretion pay the premium and add such sums paid to the amount due under this License as an Additional License Fee, which shall be immediately due and payable. A certificate of insurance and a copy of the insurance declaration page shall be filed with the Village Administrator.

**Section 9: Taxes**

The Licensee shall pay all taxes and assessments levied or imposed against the Subject Property by any town, village, municipality, political subdivision of the State of New York or any other authority having jurisdiction therefor that shall during the terms of the License be imposed upon, or become due and payable, or become a lien upon the Subject Property or any part thereof.

In default of the payment of any taxes, assessments or other charges by Licensee for thirty days after the same have become due and payable, or have become liens upon the Subject Property (whichever shall be sooner), the Licenser may pay the same and the amount so paid, with interest, will be added as an Additional License Fee, which shall be immediately due and payable; and the amount of such taxes, assessments or other charges, whether or not paid by the Licenser, shall for all purposes be deemed to be an Additional License Fee, which shall be immediately due and payable, but it is expressly understood that payment



4

by the Licensor of any taxes, water rents, assessments or other charges, shall not be deemed to waive or release the default in the payment thereof by the Licensee, or the right of the Licensor immediately to recover possession at the Licensor's sole election and discretion of the Subject Property by reason of Licensee's default (see also, Section 12).

**Section 10: Condition of Subject Property, Repairs and Alterations**

Licensee has examined the Subject Property and accepts it in its present condition and without any representations of the Licensor or its agents as to the present or future condition of the Subject Property. Licensee shall keep the Subject Property in good condition and make all necessary repairs thereto at its own cost and expense. Licensee shall not make any alterations, additions, or improvements to the Subject Property without the prior written consent of the Licensor. All buildings, erections, alterations, additions and improvements, fixed docks, whether temporary or permanent in character and any fixtures therein, which have been constructed on the Subject Property, either by Licensor or Licensee shall be the property of the Licensor and shall remain upon and be surrendered with the Subject Property. All movable personal property, and all equipment (including the kitchen equipment and appliances and the moveable floating docks that are removed from the water at the end of the boating season) shall remain the property of Licensee. At the end of the License term, the Licensee shall quit and surrender the Subject Property in as good or better condition as the reasonable use thereof will permit.

Licensee shall be responsible for making all repairs at its own cost and expense to the Subject Property, including but not limited to repairs to the bulkhead and repairs to the sewage ejector station and foremain to the point of discharge. Licensee covenants that it will maintain and keep in good and safe condition all the improvements on the Subject Property, including but not limited to, maintaining the bulkhead and the sewage ejector station and foremain to the point of discharge. Repairs of the sewage ejector station shall be performed in a manner which is satisfactory to the Village Engineer. In addition, Licensee represents and agrees that it shall move the fence and restore the two parking spaces currently fenced off as a result of the last repair to the sewage ejection station and such restoration of the parking spaces shall be to the Village's satisfaction.

**Section 11: Mechanic's Liens**

If because of any act or omission (or alleged act or omission) of Licensee, any construction lien or other lien charge, or order for the payment of money or other encumbrance shall be filed against Licensor and/or any portion of the Subject Property (whether or not such lien, charge, order, or encumbrance is valid or enforceable as such), Licensee shall, at its own cost and expense, cause same to be bonded of record or discharged of record within fifteen (15) days after the filing thereof, and Licensee shall indemnify and save harmless Licensor against and from all costs, liabilities, suits, penalties, claims, and demands, including counsel fees resulting therefrom. In the event that any mechanic's lien is filed against the Subject Property as a result of alterations, additions or improvements made by the Licensee that have not been cured pursuant to this provision of the License Agreement, then Licensor, at its option, after ten (10) days' written notice to the Licensee, may pay or bond such unsecured lien, without inquiring into the validity

4

thereof, and the Licensee shall forthwith reimburse the Licensor the total expense incurred by the Licensor in discharging the said lien as an Additional License Fee hereunder.

**Section 12: Default**

Licensee shall, without any previous demand therefor, pay to the Licensor the Minimum License Fee and any Additional License Fee and in the event of any non-payment of the License Fee and/or any Additional License Fee, and if the same shall remain in default for five (5) days after becoming due; or Licensee shall fail to cure any other breach of any other covenant, condition or obligation pursuant to this License Agreement within ten (10) days, the Licensor and its agents shall have the right to and may enter the Subject Property and take possession of the Subject Property without being liable for any prosecution or damages therefore, and any and all rights of Licensee under this License Agreement shall be forfeited and be null and void. Licensor, at its discretion, may re-license the Subject Property to a third-party, which re-licensing does not relieve Licensee or any obligation or liability under this License Agreement, including payments of the Minimum License Fee and any Additional License Fee.

**Section 13: Services and Utilities**

All Utilities and services furnished to the Subject Property for the benefit of the Licensee shall be provided and paid for by Licensee. Licensor shall not be liable for any interruption or delay in any of the above services for any reason whatsoever.

**Section 14: Written Agreement as Entire Understanding of Parties**

This License Agreement embodies the entire understanding of the parties and there are no further or other agreements or understandings, written or oral, in effect between the parties, relating to the subject matter hereof. Any amendment to this License Agreement shall be done in writing and be executed by all parties.

**Section 15: Delivery of Notices**

Any notice mailed or delivered to Washington Irving Boat Club, Inc., 238 Green Street, Tarrytown, New York 10591, shall be notice to Licensee hereunder. Any notice mailed or delivered to the Village of Tarrytown c/o Village Administrator's Office, 1 Depot Plaza, Village Hall, Tarrytown, NY, 10591, shall be notice to Licensor hereunder.

**Section 16: No Warranty**

Village does not warrant title to the Subject Property nor does Village make any representations that the Subject Property is satisfactory for the uses by Licensee herein.

**Section 17: Accommodation**

The permission granted to Licensees under this License Agreement is given by Licensor to Licensees as an accommodation. Further, Licensee hereby acknowledges Licensor's rights to the Subject Property, and agrees to never assault, resist, or deny such rights by virtue of Licensee's occupancy or use of the Subject Property under this License Agreement.



4

**Section 18: Electronic Signatures**

This Contract and Rider can be executed with original, faxed or emailed or electronic signatures in one or more counterparts, each of which will be deemed to be an original copy of this contract and all of which, when taken together, will be deemed to constitute one and the same Contract.

**Section 19: Effective Date**

This License Agreement shall become effective on June 1, 2020 upon full execution by both parties ("Effective Date").

IN WITNESS WHEREOF, the undersigned have caused this License Agreement to be executed as of the Effective Date.

For the Licensor:  
Village of Tarrytown, New York

*Richard C. Slingerland*  
Richard C. Slingerland  
Village Administrator

For the Licensee:  
Washington Irving Boat Club, Inc.

*Walter P. Gregory Jr.*  
Print Name: WALTER P. GREGORY JR.  
Authorized Officer

Dated: 6/1/2020

Dated: May 31, 2020

STATE OF NEW YORK )

COUNTY OF WESTCHESTER )

On the day of 1st day of June in the year 2020 before me, the undersigned, a Notary Public in and for said State, personally appeared Richard C. Slingerland personally known to me or proved to me on the basis of satisfactory evidence to be the individual and Village Administrator, whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument

KATHERINE ZALANTIS  
Notary Public, State of New York  
No. 022A6067369  
Qualified in Westchester County  
Commission Expires 10/15/22

  
Notary Public

STATE OF NEW YORK )  
) ss:

COUNTY OF WESTCHESTER )

On the 31st day of May in the year 2020 before me, the undersigned, a Notary Public in and for said State, personally appeared Walter P. Gregory, Jr. personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

  
Notary Public

JOHN J. HUGHES, JR.  
Notary Public, State of New York  
No. 02HU4833859  
Qualified in Westchester County  
Commission Expires 02/03/20 22

4

**SCHEDULE "A"**

4

SCHEDULE "A" TO LEASE DATED AS OF JUNE 1,  
1960, BETWEEN THE VILLAGE OF TARRYTOWN,  
AS LANDLORD, AND WASHINGTON IRVING BOAT  
CLUB, INC., AS TENANT.

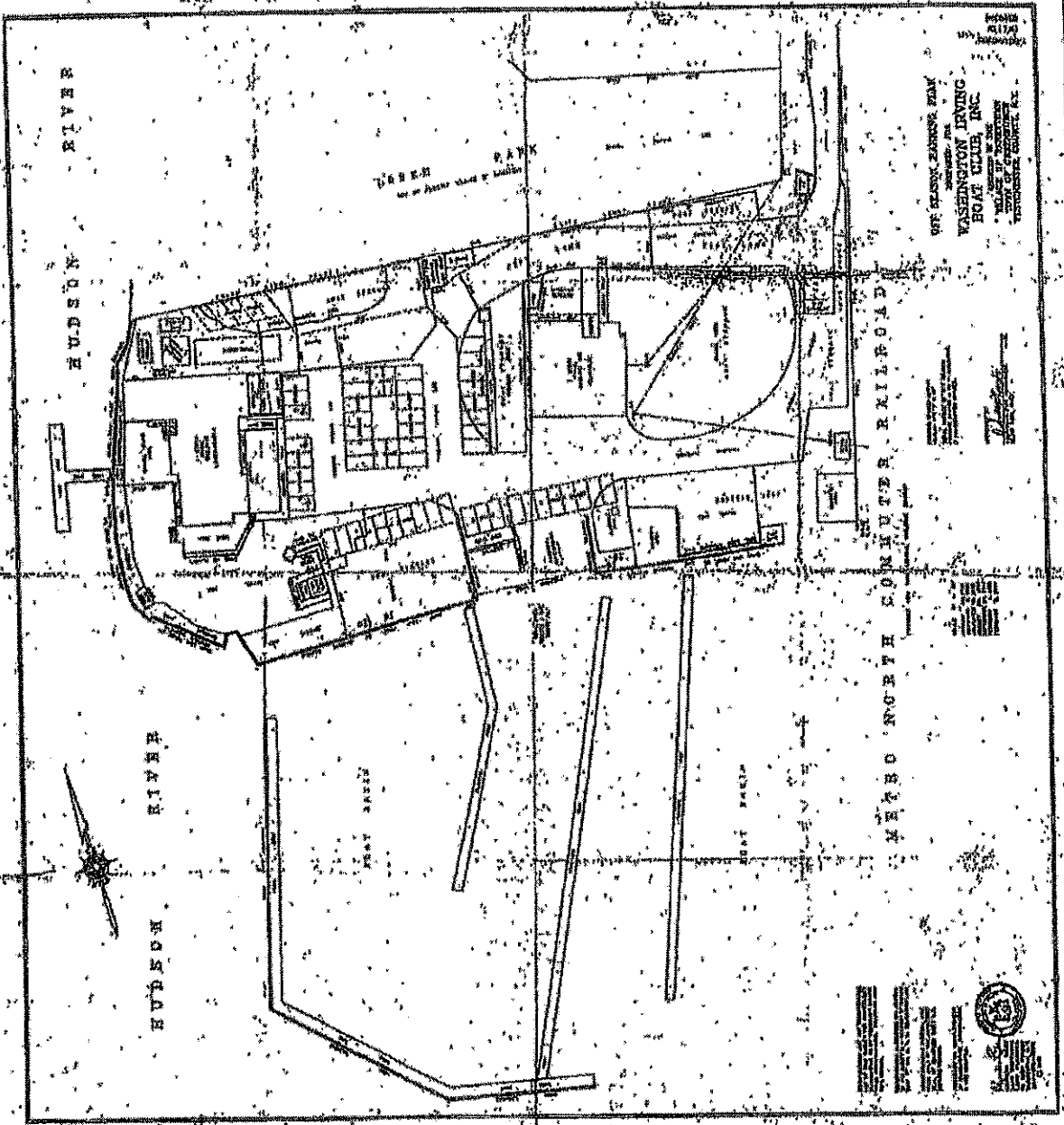
ALL that certain piece or parcel of land situate, lying and being in the Village of Tarrytown, Town of Greenburgh, County of Westchester and State of New York, being more particularly bounded and described as follows:

BEGINNING at the point where the southerly side of the Mary A. Benedict grant of 1889 intersects the westerly 80 Foot right of way line of the New York Central Lines; thence North 17 degrees 20'-45" East along the Westerly right of way line of the New York Central Lines for a distance of 175 feet; thence North 83 degrees 37'-10" West for a distance of 397.28 feet; thence South 17 degrees 20'-45" West for a distance of 175 feet to the southerly side of the Mary A. Benedict grant above mentioned; thence continuing South 17 degrees 20'-45" West into the waters of the Hudson River for a distance of 330.10 feet; thence South 83 degrees 37'-10" East into the waters of the Hudson River for a distance of 397.28 feet to the westerly right of way line of the New York Central Lines; thence North 17 degrees 20'-45" East along the Westerly right of way line of the New York Central Lines for a distance of 330.10 feet to the point and place of beginning, containing approximately 4.52 acres.

The parcel being leased is the southeasterly corner of the Mary Benedict grant of 1889 (now owned by the Village of Tarrytown) and the northeasterly portion of the grant of land under water granted to the Village of Tarrytown by the State of New York on 1-20-47 and known as Parcel No. 4.

Reserving to the Landlord rights of way over a strip of land 25 feet wide and 905.10 feet long located immediately west of and adjacent to the New York Central Lines westerly right of way line and also over a strip of land 25 feet wide and 397.28 feet long located just north of and immediately adjacent to the southerly line of the Old Mary Benedict grant of 1889 and also over a strip of land 25 feet wide and 175 feet long extending northerly from the southerly side of the Mary Benedict grant of 1889 and lying immediately east of and adjacent to the westerly line of the leased area heretofore described, for the use of the Landlord, its authorized officials, employees, agents and contractors, for purposes of ingress and egress to other areas in the vicinity belonging to the Landlord, which rights of way are to be kept by the Tenant in good condition, open and free of obstacles at all times.





977 GREEN PARKWAY, NEW YORK  
 ARCHITECTS  
 WASHINGTON IRVING  
 BOAT CLUB, INC.  
 100 WEST 42ND STREET  
 NEW YORK 36, N.Y.  
 1954

NEW YORK CENTRAL  
 RAILROAD  
 1954





George Latimer  
County Executive

Department of Correction

Joseph K. Spano  
Commissioner

May 18, 2021

The Village of Tarrytown  
One Depot Plaza  
Tarrytown, New York 10591

Dear Supervisor,

Please find enclosed an original agreement with the Westchester County Department of Correction and The Village of Tarrytown. This agreement commences January 1, 2021 through December 31, 2022.

Please fully complete and send back the agreement to:

Westchester County Department of Correction  
P.O. Box 389  
Valhalla, New York 10595  
Attn: S. Gheevarghese/Headquarters

Please include a copy of an insurance certificate naming Westchester County as additional insured covering this contract. If you are self-insured, please provide a Self-Insured Employers Workers Compensation Form (SI12) which certifies that compensation has been secured.

If you have any questions, please do not hesitate to contact me at (914) 231-1336.

Very truly yours,



---

Susan Gheevarghese  
Assistant Director, Administrative Services

SG/mb  
enclosure



5

**PRISONER TRANSPORTATION--ZONE RATE**

**THIS AGREEMENT**, made this \_\_\_\_\_ day of \_\_\_\_\_, 2021

by and between:

**THE COUNTY OF WESTCHESTER**, a municipal corporation of the State of New York having an office and place of business in the Michaelian Office Building, 148 Martine Avenue, White Plains, New York 10601

(hereinafter referred to as the "County")

and

**The Village of Tarrytown** a municipality of the State of New York having its office and place of business at **One Depot Plaza, Tarrytown, New York 10591**

(hereinafter referred to as the "Municipality")

WHEREAS, pursuant to Sections 500-c and 500-d of the Corrections law prisoners are required to be transported from local municipalities to the Westchester County Jail in Valhalla, New York; and

WHEREAS, the County and the Municipality agree to cooperate in providing such prisoner transportation.

NOW, THEREFORE, in consideration of the terms and conditions herein contained, the County and the Municipality agree as follows:

1. **PRISONER TRANSPORTATION**: Except for prisoners arrested by the Westchester County Department of Public Safety, the Municipality shall provide round trip prisoner transportation using its own police department personnel and vehicles between the Municipality and the Westchester County Department of Correction for all prisoners remanded to the Westchester County Jail by court order or required to appear before the local

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court within the Municipality. The County will reimburse the Municipality for the actual number of round trips. All municipalities, where possible, shall hold prisoners for one daily trip to the Department of Correction.

2. **REIMBURSEMENT**: The Municipality shall be reimbursed by the County for prisoner transportation services at the rate plus mileage per round trip indicated in the Zone Rate Plan attached hereto as Appendix "A" and made a part hereof. The rate will be paid as follows:

For transportation to County Jail subsequent to arrest - 1 round trip plus mileage;

For Transportation from County Jail to local court; no return - 1 round trip plus mileage;

For Transportation from County Jail to local court; remand to County Jail, where the time expended does not exceed three (3) hours - 2 round trips plus mileage;

Only in the following circumstances will an hourly rate and mileage fee be paid, as an alternative to the zone rate set forth above:

- a. Transportation of female prisoners (1 officer and 1 matron). A minimum of four (4) hours will be reimbursed for a matron; or
- b. Transportation of seven (7) or more prisoners (requiring an additional officer); or
- c. Transportation of prisoners charged with Class A felonies OR classified by Department of Correction as an "A" or "AA" prisoner considered to present danger may warrant (requiring an additional officer); or
- d. Transportation from County Jail to local court and remand to County Jail where time expended exceeds three (3) hours.

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In the event that any one of conditions "a" through "d" above are met, then the actual per hour personnel costs incurred by the Municipality will be paid at the hourly wage

and fringe benefit cost as determined in the applicable collective bargaining agreement between the Municipality and the Municipal Police Association for police officers and/or matrons plus a mileage.

Reimbursement for mileage shall be at the rate of fifty-six cents (\$.56) per mile, or at the then current Internal Revenue Service mileage rate, multiplied by the mileage indicated in Appendix "A".

3. **MEALS**: The County shall reimburse the Municipality for meals provided to post-arraignment prisoners for the actual and reasonable costs incurred and receipts submitted as part of the municipality's monthly voucher submitted to the Department of Correction.

4. **TERM**: This Agreement shall commence on January 1, 2021 and shall terminate on December 31, 2022. The County may, upon thirty (30) days written notice to the Municipality, terminate this Agreement in whole or in part when it deems it to be in its best interest. In such event, the Municipality shall be compensated and the County shall be liable only for payment for services rendered prior to the effective date of termination.

5. **PAYMENT**: Requests for reimbursement shall be submitted by the Municipality on a monthly basis on properly executed County claim forms and paid after approval by the Commissioner of Correction. The number of round trips made, prisoners transported and dates should be listed on the claim forms submitted to the Department of Correction. Reimbursement request shall be subject to audit by the County, and the Municipality shall keep and make available to the County such detailed books and records as are reasonably necessary to substantiate the basis for reimbursement. The Municipality shall not be entitled to reimbursement for any prisoner transportation expense not specifically provided for herein.

The total aggregate cost to the County under this Agreement and the agreements with the other municipalities for zone rate prisoner transportation pursuant to the Act No of the Westchester County Board of Legislators approved on , 2021, shall not

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exceed \$1,391,126. This Agreement shall be deemed executory only to the extent of the monies appropriated and available for the purpose of this Agreement and no liability on account hereof shall be incurred by the County beyond the amount of such monies.

6. **INSURANCE AND INDEMNIFICATION**: All personnel and vehicles engaged in prisoner transportation duties shall at all times remain and be deemed the employees and property of the Municipality. In addition to, and not in limitation of the insurance provisions contained in Schedule "B" of this Agreement, the Municipality agrees to indemnify, defend and hold the County, its officers, employees and agents harmless from and against any and all liability, loss, damage or expense the County may suffer as a result of any and all claims, demands, causes of action or judgments arising directly or indirectly out of the transportation of prisoners for which reimbursement is sought hereunder for losses arising out of the negligent acts or omissions of the Municipality, its agents or employees.

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

8. **APPLICABLE LAW**: This Agreement shall be construed and enforced in accordance with the laws of the State of New York.

9. **APPROVALS**: This Agreement is subject to the approval of the Westchester County Board of Legislators, the Westchester County Board of Acquisition and Contract and the governing legislative body of the Municipality.

IN WITNESS WHEREOF, the County and the Municipality have executed this Agreement on the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

**THE COUNTY OF WESTCHESTER**

By: \_\_\_\_\_  
Joseph K. Spano  
Commissioner of Correction

By: \_\_\_\_\_  
(Name)  
(Title)

Approved by the Westchester County Board of Legislators by Act No. 2021 - \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_, 2021..

Approved by the \_\_\_\_\_ of the \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

Approved as to form and manner of execution:

Approved as to form and manner of execution:

\_\_\_\_\_  
Assistant County Attorney  
The County of Westchester  
V/dcr/Zone Rate Agmt. 21

\_\_\_\_\_



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**MUNICIPALITY'S ACKNOWLEDGEMENT**

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

On this \_\_\_\_\_ day of \_\_\_\_\_, 2021, before me personally came  
\_\_\_\_\_, to me known, and known to me to be the  
\_\_\_\_\_ of \_\_\_\_\_,  
the municipal corporation described in and which executed the within instrument, who being by me  
duly sworn did depose and say that he, the said \_\_\_\_\_ resides at  
\_\_\_\_\_  
and that he is \_\_\_\_\_ of said municipal corporation.

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

CERTIFICATE OF AUTHORITY  
(Municipality)

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I, \_\_\_\_\_,  
(Officer other than officer signing contract)  
certify that I am the \_\_\_\_\_ 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 \_\_\_\_\_  
(Town Board, Village Board, City Council)

thereunto duly authorized, and that such authority is in full force and effect at the date hereof.

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

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

On this \_\_\_\_\_ day of \_\_\_\_\_, 2021, 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 is  
the \_\_\_\_\_ of said municipal corporation.  
(title)

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

APPENDIX A

**ZONE PLAN REIMBURSEMENT RATES  
WITH DISTANCE TRAVELED TO AND FROM**

**WESTCHESTER COUNTY DEPARTMENT OF CORRECTION**

(Effective Term: January 1, 2021 through December 31, 2022)

**POLICE AGENCY**

**ROUND TRIP DISTANCE**

<b>ZONE #1 (1 - 10 Miles)</b>	<b>ROUND TRIP REIMBURSEMENT</b>
1/1/21 - 12/31/22	\$219.38
Elmsford, Village	6 miles
Pleasantville, Village	8 miles
Sleepy Hollow, Village	8 miles
Tarrytown, Village	10 miles

<b>ZONE #3 (21 - 30 Miles)</b>	<b>ROUND TRIP REIMBURSEMENT</b>
1/1/21 - 12/31/22	\$241.31
Port Chester, Village	28 miles
Mamaroneck, Village	30 miles
Pelham Village	30 miles
Rye Brook, Village	23 miles
Tuckahoe, Village	25 miles
Rye, City	25 miles
Eastchester, Town	25 miles

<b>ZONE #2 (11 - 20 Miles)</b>	<b>ROUND TRIP REIMBURSEMENT</b>
1/1/21 - 12/31/22	\$230.37
Ardsley, Village	18 miles
Briarcliff Manor, Village	14 miles
Dobbs Ferry, Village	17 miles
Hastings-on-Hudson, Village	20 miles
Irvington, Village	12 miles
New Castle, Town	16 miles
North Castle	16 miles
Ossining, Village	20 miles
Scarsdale, Village	19 miles

<b>ZONE #4 (31 - 40 Miles)</b>	<b>ROUND TRIP REIMBURSEMENT</b>
1/1/21 - 12/31/22	\$252.32
Pelham Manor	35 miles

The above Zone Rates will be reimbursed plus mileage to be reimbursed at \$.56 (or the then current IRS mileage rate) times distance.

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**SCHEDULE "B"**

**STANDARD INSURANCE PROVISIONS**  
**(MUNICIPALITY)**

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

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

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

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

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

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

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

- 5
- 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.





## Kathy Deufemia

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**From:** Richard Slingerland  
**Sent:** Thursday, May 13, 2021 1:29 PM  
**To:** Joshua Ringel; Kathy Deufemia  
**Subject:** FW: 2021 Consolidated Funding Application  
**Attachments:** 2021\_DOS\_CFA\_Announcement.pdf

For the next Work Session.

Richard Slingerland  
Village Administrator  
Village of Tarrytown  
One Depot Plaza  
Tarrytown, New York 10591  
914-631-1785  
fax: 914-909-1208  
e-mail: [rslingerland@tarrytowngov.com](mailto:rslingerland@tarrytowngov.com)

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**From:** dos.sm.Cstl.OPDcontracts <dosOPDcontracts@dos.ny.gov>  
**Sent:** Thursday, May 13, 2021 11:39 AM  
**To:** dos.sm.Cstl.OPDcontracts <dosOPDcontracts@dos.ny.gov>  
**Subject:** 2021 Consolidated Funding Application

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

The Department of State is pleased to announce that we are currently soliciting grant applications through the Consolidated Funding Application (CFA) for the following grant programs:

- Local Waterfront Revitalization Program
- Local Government Efficiency Program
- Brownfield Opportunity Area Program
- Smart Growth Comprehensive Planning Program

Please see the attached letter for more information on this programs including how to apply for funding.

Office of Planning, Development and Community Infrastructure  
Department of State  
One Commerce Plaza, Albany, NY 12231  
[www.dos.ny.gov](http://www.dos.ny.gov)



STATE OF NEW YORK  
**DEPARTMENT OF STATE**

ONE COMMERCE PLAZA  
99 WASHINGTON AVENUE  
ALBANY, NY 12231-0001  
WWW.DOS.NY.GOV

ANDREW M. CUOMO  
GOVERNOR

ROSSANA ROSADO  
SECRETARY OF STATE

May 11, 2021

Dear Friend,

As part of Governor Cuomo's continued efforts to transform and improve the state's economic development model, the web-based New York State Consolidated Funding Application (CFA) is accepting round eleven applications. I am pleased to announce that the New York State Department of State is dedicating over \$36 million in support for transformational and impactful improvements in New York communities through four programs. Funding includes:

- \$27.75 million in funding through our **Local Waterfront Revitalization Program (LWRP)** to advance community and waterfront revitalization priorities;
- \$4 million through our **Local Government Efficiency Program (LGE)** to incentivize shared services, consolidation and other efficiency efforts of local governments;
- \$3.5 million through our **Brownfield Opportunity Area Program (BOA)** to advance the transformation of brownfields, vacant and abandoned sites into community assets; and
- \$1 million through our new **Smart Growth Comprehensive Planning Grant Program (SGCP)** to advance the incorporation of Smart Growth Principles in Comprehensive Plans.

**The Local Waterfront Revitalization Program** provides funding for a variety of planning and implementation projects to create more sustainable and resilient waterfront communities and as such can serve to support economic development efforts. The Department encourages eligible applicants whose coastal economies have been impacted by COVID-19, or where a lack of public access to outdoor recreation created a challenge for communities, to submit projects that will support developing and strengthening these assets. Projects that create dynamic public areas, improve community parks and trails, and enhance recreational opportunities can provide a significant stimulus for the local economy and set the stage for community resiliency.

**The Local Government Efficiency program**, housed within our Division of Local Government Services, works with municipal leaders to develop new actions between local governments that will reduce the cost of municipal operations and modernize the delivery of local services, thereby limiting growth in property taxes. The Department encourages local governments to work together to benefit from efficiencies in the joint delivery or consolidation of local services or municipal functions.

**The Brownfield Opportunity Area Program** applies a neighborhood or area-wide approach to the assessment and redevelopment of known or suspected brownfields and other vacant or abandoned properties. This approach enables communities to comprehensively assess existing economic and environmental conditions while establishing sustainable goals and objectives for revitalization and redevelopment. The Department encourages eligible applicants to submit projects to develop a BOA Nomination, or plan for revitalization, as well as undertake pre-development activities and phase II environmental site assessments within State-Designated BOAs.



**Department  
of State**

8

**The Smart Growth Comprehensive Planning Program**, new this year, will assist communities in developing Comprehensive Plans that establish land use policies which integrate smart growth principles and reflect the community's vision for its future. The Department encourages eligible applicants to apply for funding to prepare new or updated Comprehensive Plans which will shape community growth and character; establish land use policies which support smart growth and clean energy principles; and cultivate sustainable economic development.

The Request for Applications and related information can be found on the Department of State's website at: <https://dos.ny.gov/funding-bid-opportunities>.

The CFA is now open and completed applications are due by 4:00 PM on July 30, 2021. Applications must be submitted through the web-based CFA. To apply or to access related CFA materials and the schedule of workshops being held across the State go to: <http://regionalcouncils.ny.gov>.

Sincerely,

A handwritten signature in black ink that reads "Rossana Rosado". The signature is written in a cursive style with a horizontal line extending from the end.

Rossana Rosado  
Secretary of State

**Kathy Deufemia**

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**From:** Richard Slingerland  
**Sent:** Tuesday, June 1, 2021 3:24 PM  
**To:** Kathy Deufemia  
**Cc:** Joshua Ringel; Jim Hart  
**Subject:** FW: Lof F - Basketball Pole Cameras - Work Session  
**Attachments:** Village of Tarrytown Lot F and Basketball Pole Cameras - Proposal #173584-4.pdf

For the next Work Session. For June 16<sup>th</sup>.

Richard Slingerland  
Village Administrator  
Village of Tarrytown  
One Depot Plaza  
Tarrytown, New York 10591  
914-631-1785  
fax: 914-909-1208  
e-mail: [rslingerland@tarrytowngov.com](mailto:rslingerland@tarrytowngov.com)

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**From:** Dean Czaplicki <[dean@stratagemsecurity.net](mailto:dean@stratagemsecurity.net)>  
**Sent:** Tuesday, June 1, 2021 2:55 PM  
**To:** Anthony Ross <[aross@tarrytowngov.com](mailto:aross@tarrytowngov.com)>; John Barbelet <[jbarbelet@tarrytowngov.com](mailto:jbarbelet@tarrytowngov.com)>; Richard Slingerland <[rslingerland@tarrytowngov.com](mailto:rslingerland@tarrytowngov.com)>; Joshua Ringel <[jringel@tarrytowngov.com](mailto:jringel@tarrytowngov.com)>  
**Subject:** Lof F - Basketball Pole Cameras

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

Hi All,

It was nice meeting with everyone last week.

I have attached the proposal for the discussed 6 camera/2 pole camera installation (drawings to follow) and quoted with the worst-case scenario of partial pole power and in need of battery support.

The only change is that the License Plate Reader Camera (LPR) is specific for license plates, and subsequently of little use for visual, so the attached quoted proposal includes the LPR camera in addition to 6 cameras for visual.

Let me know if you have any questions and if possible, let me know as soon as possible so I can try to hit the 4<sup>th</sup> of July goal.

Thank you,

Dean



Dean Czaplicki  
Office: 914-777-5700





**Proposal #: 173584-4-0**

**June 01, 2021**

Licensed By the N.Y.S. Department of State #12000040711

## Village of Tarrytown

### Tarrytown Riverfront - Basketball Courts and Lot F Cameras

***Prepared For:***

Anthony Ross  
Recreation  
Village Of Tarrytown  
914-598-7115  
Anthonyross@Tarrytowngov.Com

***Prepared By:***

Dean Czaplicki  
Support  
**Strategem Security**  
203-668-5414  
dean@nycctv.us





Proposal #: 173584-4-0

June 01, 2021

Licensed By the N.Y.S. Department of State #12000040711

June 01, 2021

Anthony Ross  
Village of Tarrytown  
240 West Main Street  
Tarrytown, NY, 10591

RE: Proposal Number: 173584-4-0

Dear Anthony Ross,

Stratagem Security is pleased to present you with the following proposal for your location. Based on your input and our evaluation of your needs, we have prepared a scope of work which details the equipment recommended for your facility.

The solution proposed represents Stratagem Security's most versatile, flexible and reliable system solution proposed system comes recommended to you only after extensive analysis of your business and security needs and requirements. As such, we believe the proposed solution offers the most cost-effective method of satisfying your initial requirements while supplying a strong base which can be expanded to accommodate future needs. We will remain at your service to provide any clarification, definition, or further description of any portion of the proposal as you may require. We are confident you will be pleased with the pricing options available to you. **This proposal pricing is based on OGS Group 77201- Intelligent Facility & Security Systems and Solutions Award PT68864. All labor rates are prevailing wage and are based on fixed rate/lump sum agreement.**

The below is a line from OGS on How to use the contract:

<https://ogs.ny.gov/system/files/documents/2019/04/23150attachment16.pdf>

**Authorized Users MUST obtain a separate Prevailing Rate Case Number (PRC#) for each purchase from this contract where prevailing wage rates apply. The PRC # provided in this Bid is for information and evaluation purposes of the Centralized Contract only. When an Authorized User submits the request for the applicable prevailing wages, the Department of Labor will send the Authorized User an email with a link to the PRC information for the particular service agreement requested. For access to the Department of Labor (DOL) PRC # request page, use the following link (please copy and paste into internet browser address bar as direct link does not work):**

<https://applications.labor.ny.gov/wpp/showPublicNewProject.do?method=showIt>

Again, we thank you for the opportunity to provide you with our recommendations and look forward to be favored with your order.

Sincerely,

Dean Czaplicki

Support





9  
**Proposal #: 173584-4-0**

**June 01, 2021**

Licensed By the N.Y.S. Department of State #12000040711

## System Summary - Tarrytown Riverfront - Basketball Courts and Lot F Cameras

Site: 240 West Main Street, Tarrytown, NY, 10591

Wireless Pole Cameras - Basketball Courts and F Lot (3 Cameras per Pole)				<b>\$55,440.59</b>
QTY	Description	MSRP	Unit Price	Ext. Price
2	(WES3HTG-KT) Wireless High Throughput Gigabit Ethernet System Kit (up to 650Mbps bi-directionally) consisting of (2) WES3HTG-AX-CA modules with 17dBi antennas and all mounting hardware.	\$2,980.00	\$2,384.00	\$4,768.00
7	(IFS08B2ONWITA) Illustra Flex 8MP bullet, 3.4-9mm, outdoor, vandal, white, TDN w/IR, TWDR	\$850.00	\$782.00	\$5,474.00
2	(KBC-UAL2-12) 12VDC UPS backup charge kit. Advanced 3 Stage Lithium UPS controller w/ Lithium Algorithm. Space for (4) 120Ah equivalent LiFePo4 (2) 100Ah SLA batteries. NEMA 4X outdoor enclosure, industrial wall/pole mount. Input: 110-220VAC, Output: 12VDC/24A. Pole and batteries not included.	\$1,950.00	\$1,560.00	\$3,120.00
2	(ESUGS8-P2-L-B) Industrial Ethernet switch, unmanaged, (8) 10/100/1000Mbps IEEE802.3at PoE+ copper ports, (1) non-PoE 10/100/1000Mbps port, IP40 industrial level 3 ESD protection. 45-57VDC input DIN rail/desktop/wall-mount. Requires power supply sold separately.	\$850.00	\$680.00	\$1,360.00
6	(BAT-121000) BATTERY, 12 VOLT, 100 AH.	\$750.00	\$562.50	\$3,375.00
6	(ADCDMPOLE) Illustra Flex mini-dome and Illustra Pro PTZ pole mount adapter. (requires ADLOMARM)	\$65.00	\$61.75	\$370.50
6	(ADCi6DPCAPOW) Illustra 600/610 Dome pendant cap Outdoor, white, 3/4 inc NPT.	\$58.00	\$55.10	\$330.60
6	(ADLOMARM) Discover, Mount, wall arm, for NV LookOut, no plate.	\$66.00	\$60.72	\$364.32
1	(2413F D15A500) 23-4P F/UTP-CMP SOL BC FEP LSPVC BLUE JKT CAT6 300V 75C 500FT SPOOL	\$1,342.60	\$1,275.47	\$1,275.47
6	(EVIP-01) PROFESSIONAL IP Camera license, per camera. Includes 1 year software updates, or 3 years when purchased with an exacqVision server.	\$168.00	\$159.60	\$957.60
2	MISC ESTIMATE - Electrician - Quote to Follow	\$0.00	\$1,375.00	\$2,750.00
1	(ADVC-SASVELPR) - Enterprise Centrally Managed VideoEdge NVR LPR Video Analytic Channel Add-on, 1 IP Cam license	\$1,890.00	\$1,738.80	\$1,738.80
1	(GV-LPR1200) - 1MP IP LPR Cam 20M with Built-in recognition (All in one) w/ power adapter, B/W	\$2,063.00	\$1,856.70	\$1,856.70

**Labor Schedule for: Wireless Pole Cameras - Basketball Courts and F Lot (3 Cameras per Pole)**

QTY	Description	Rate	Ext. Price
98.00	Region 3 CCTV/Surveillance Camera System	\$248.04	\$24,307.92
	Physical Access Control System	\$199.49	\$1,595.92
	Ala	\$224.47	\$1,795.76
8.00	Designer		
8.00	Project/Program Manager		

## Financial Summary

<b>Total System Investment:</b>	<b>\$55,440.59</b>
<b>Deposit Due in Advance:</b>	<b>\$27,720.30</b>
<b>Balance Due Upon Completion:</b>	<b>\$27,720.30</b>

\*This proposal does not include sales tax.



Proposal #: 173584-4-0

June 01, 2021

Licensed By the N.Y.S. Department of State #12000040711

### Proposal Acceptance

For the amount of \$55,440.59 for installation.

This proposal is valid until 8/30/2021

Village of Tarrytown

Stratagem Security

\_\_\_\_\_  
Authorized Customer Signature

\_\_\_\_\_  
Stratagem Security Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Dean Czaplicki

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Support

\_\_\_\_\_  
Title

Customer PO Number: \_\_\_\_\_

**Bill To Information**

Village of Tarrytown

1 Depot Plaza, Tarrytown, NY 10591

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Street Address/PO Box

\_\_\_\_\_  
Suite Number/Additional Address

\_\_\_\_\_  
Suite Number/Additional Address



# Tarrytown Fire Department

Chief: **KELLY M MURPHY**

Secretary: **CRAIG ALLAN**

First Assistant: **RICK TUCCI**

Second Assistant: **SEAN SCOGNA Jr.**

Treasurer: **DOMENIC MORABITO**

[www.tarrytownfd.org](http://www.tarrytownfd.org)

May 24, 2021

To Mayor Butler and the Board of Trustees,

I am writing to you because our UT61 truck is now out of service as of Sunday May 23, 2021, due to failing parts. A list was made for the truck last year after it barely passed its "safety inspection" by the village mechanic. The village mechanic has found it hard to find parts to repair the truck to full service and safety. The cost to repair it is not worth it in the opinion of the village mechanic and chief driver of the apparatus.

We are asking the village to please replace the current Utility 61 apparatus, which is a 1998 Volvo, which is becoming harder and harder to find replacement parts and has already been costly to repair. We are asking that the village look at the South Salem Fire Departments rescue truck that they are selling, it is a 1998 Freightliner FL 106. Members went to check it out and make sure it would be more than capable of handling our call volume and equipment needed for calls. On Friday April 23<sup>rd</sup>, village mechanic Reggie Waters and myself went to look at it as well, and Mr. Waters was able to go over the truck and even take it for a test drive.

The South Salem Fire Department is asking for \$70,000.00 for the truck, two tools and a cascade unit and are willing to negotiate. However, after discussing with the Village Mechanic and the current Chief Driver of UT61, they feel the truck is worth \$55,000.00. The cascade unit on that truck is in





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need of service and is smaller than our current system. We have received a quote from AAA (included) to have them install our current unit into that truck. We recommend that the village put in an offer of \$45,000.00 for South Salem's rescue truck.

Just to give you a little background on how important the UT61 truck is to our department, this apparatus responds to all MVA's, gas calls, CO calls, elevator calls, MVA's on the NYS Thruway and Governor Cuomo Bridge. Since the Cuomo Bridge Path has opened up it now responds to EMS calls to assist the Tarrytown Volunteer Ambulance Corps. In 2020, the UT61 truck has responded to 150 calls, and currently 5 months in to 2021, it has responded to 50% of that and continuing to rise. We have also been called to Mutual Aid for our cascade unit to fill bottles on the scene of a working fire. It is an important piece of equipment in our fleet, and cannot replace another apparatus within our fleet, as well as any of our other apparatus cannot replace it.

If you need further information regarding the South Salem Rescue Truck for sale, you can contact Kevin Andros at (203) 648 – 3828.

Thank you,

*Kelly Murphy*

Kelly Murphy

Chief Engineer



# AAA Emergency Supply Co., Inc.

635 North Broadway  
 White Plains, NY 10603  
 Phone (914) 949-0512 Fax (914) 949-8344  
 Toll Free - 1-844-224-3473  
 AAAEmergency.com

Page No. 1 of 1

## Quote

Dept	Tarrytown Fire Department	Date	May 21, 2021
Attention	Chief Kelly Murphy	Quote	SCBA Cascade System
City	384-4265 NY ZIP	Rep	MSM
Phone	<a href="mailto:kmurphy@tarrytownfd.org">kmurphy@tarrytownfd.org</a>	FOB	Delivered

Qty	Description	Unit Price	TOTAL
2	<b>Remove/Transfer - RESCUE/MSU Cascade System</b> - Remove/Install (6000 PSI Cylinders) - Remove/Install Fill Station - Remove/Install Fill Panel - Remove/Install all HP Hoses in/out -Test entire system for leaks/functionality	\$2,750.00	\$5,500.00
36	<b>Asst. Hardware/Labor/Testing</b>	\$125.00	\$4,500.00

SubTotal	\$10,000.00
Shipping & Handling	\$0.00
Taxes	\$0.00
<b>TOTAL</b>	<b>\$10,000.00</b>

**Payment Details**

Cash  
 Purchase Order  
 Credit Card

Name \_\_\_\_\_

CC # \_\_\_\_\_

Expires \_\_\_\_\_

Office Use Only

QUOTATION VALID FOR 90 DAYS

**FIRE EQUIPMENT SPECIALISTS**

12

April 26, 2021

To Whom It May Concern:

On Friday April 23, 2021, at 10:00am, I went to inspect a 1998 Freightliner FL 106 at the South Salem Fire Department as a possible replacement for the current UT61, which is a 1998 Volvo. The FL 106 has 17,704 miles, compared to the current UT61 apparatus which has over 57,000 miles and close to a million engine hours. During my test drive of the apparatus, the vehicle ran smoothly and the engine along with the transmission seem to be in good condition. The current UT61 vehicle is consuming a lot of time and funds to keep it in service and safe. The FL 106 is made in the USA, which will save the village time and funds because the parts are easier and faster to obtain.

If you have any further questions or concerns, please contact me at (914) 847 – 6347.

Thank you,

*Reggie Waters*

Reggie Waters

Village Mechanic