

**VILLAGE OF TARRYTOWN  
BOARD OF TRUSTEES  
WORK SESSION 6:15 P.M.  
WEDNESDAY, JANUARY 2, 2019  
Tarrytown Village Hall  
One Depot Plaza, Tarrytown, New York**

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Presentation – Historical Society – 740 South Broadway

Board of Trustees Concerns

Executive Session

- A. Discussion of Liaisons to Boards and Committees
- B. Appointment to Tree Commission

Open Session

1. Glenville Fire Protection District Agreement with Greenburgh
2. Village-wide Fees
3. Field Use Fees – Losee Park
4. Discussion – Recreation Software
5. Village Code Change – Addition of Neperan Road Municipal Lot
6. Bid Schedule for Losee Park RiverWalk and Losee Park Shoreline Rehabilitation
7. Traffic Mitigation Concepts – Broadway and Miller Park
8. Removal of Handicapped Parking Space – Benedict Avenue





# VILLAGE OF TARRYTOWN

One Depot Plaza, Tarrytown, New York 10591-3605

www.tarrytowngov.com

*Mayor*

DREW FIXELL

*Deputy Mayor*

THOMAS BUTLER

*Trustees*

KAREN G. BROWN

ROBERT HOYT

MARY McGEE

REBECCA MCGOVERN

DOUGLAS ZOLLO

*VILLAGE ADMINISTRATOR*

914-631-1785

*VILLAGE TREASURER*

914-631-7873

*VILLAGE CLERK*

914-631-1652

*VILLAGE ENGINEER*

914-631-3668

*DEPT. OF PUBLIC WORKS*

914-631-0356

FAX NO. 914-909-1208

November 30, 2018

Hon. Francis X. Sheehan, Town Councilman  
Town of Greenburgh  
177 Hillside Avenue  
Greenburgh, NY 10607

Re: Historical documents regarding the Glenville Fire Protection District

Dear Mr. Sheehan:

Attached please find the package of historical documentation from the Village of Tarrytown's files, regarding our billing for fire services provided to the Glenville Fire Protection District.

As is evident, the Village has historically been submitting a bill for reimbursement, for the expenses incurred during our Fiscal Years. These fiscal year time frames run from June 1 through May 31. In the past, there has never been a calculation of the Village's expenses to convert it from our Fiscal Year to the Town's Calendar-year Fiscal Year. This would have required a calculation to include five months from a prior fiscal year running from January 1 through May 31, and then an additional calculation to include the seven months from the subsequent fiscal year running from June 1 through December 31, to match up with the Town's calendar fiscal year. This was never previously done.

It appears that we can address this from three basic directions:

- A. Status quo, or no change
- B. Amend the agreement to be more clear and to reflect the Village's fiscal year of June 1 through May 31
- C. Keep the agreement the same, and have the Village perform a calculation of five months from one fiscal year and seven months from the subsequent Village fiscal year

Any of these options is acceptable. Please advise how you would like to proceed. I would be happy to meet with you to go over the documents, and to discuss and reach agreement on how we'd like to proceed moving forward.

Very truly yours,

*Richard Slingerland*  
Richard Slingerland, Village Administrator

cc: Hon. Paul Feiner, Supervisor  
Bart Talomini, Town Comptroller  
Tim Lewis, Town Attorney





## TOWN of GREENBURGH

### Office of the Town Attorney

177 Hillside Avenue

Greenburgh, New York 10607

Telephone (914) 989-1615

Telefax (914) 993-1656 / E-fax (914) 989-1627

Timothy W. Lewis  
Town Attorney

David R. Fried  
First Deputy Town Attorney  
Edward M. Lieberman  
Peter Carparelli  
Richard L. Marasse  
Margaret C. Taglia  
Deputy Town Attorneys  
Ellen Franzese/Paralegal

April 11, 2017

Michael Blau  
Village Administrator  
Village of Tarrytown  
1 Depot Plaza  
Tarrytown, NY 10591

Re: Glenville Fire Protection District Agreement  
Term: January 1, 2016 through December 31, 2016

Dear Mr. Blau:

Enclosed please find for your records a fully executed agreement on the above-referenced matter. Please provide the required proof of insurance.

I have also included a receipt acknowledging that you have received a copy of the Town of Greenburgh's Code of Ethics (attached). Please sign the form and return it to my attention along with the proof of insurance.

Very truly yours,

Martha Salciccia  
Office of the Town Attorney

Enclosures



AGREEMENT PURSUANT TO TOWN  
LAW §§ 176, 184 AND GENERAL  
MUNICIPAL LAW ART. 5-G  
- BETWEEN -  
THE TOWN OF GREENBURGH  
- AND -  
THE VILLAGE OF TARRYTOWN  
TO PROVIDE FIRE PROTECTION SERVICES  
TO THE GLENVILLE FIRE PROTECTION DISTRICT

THIS AGREEMENT is made this 9<sup>th</sup> day of March, 2017, by and between the **Town of Greenburgh** (Town), a municipal corporation organized and existing under the laws of the State of New York, located at 177 Hillside Avenue, Greenburgh, New York, acting on behalf of the Glenville Fire Protection District of the Town, and the **Village of Tarrytown** (Village), a municipal corporation organized and existing under the laws of the State of New York, located at One Depot Plaza, Tarrytown, New York 10591;

**WITNESSETH:**

**WHEREAS**, the Town Board of the Town of Greenburgh (Town) has established certain fire protection districts in the Town, including the Glenville Fire Protection District (GFPD), to protect residents' property and personal safety from damage or injury by fire; and

**WHEREAS**, the Village, through its fire department, has provided residents of the Glenville Fire Protection District exemplary fire safety services; and

**WHEREAS**, it is in the mutual interests of both the Town and the Village to continue furnishing fire protection to residents of the fire protection district; and

**WHEREAS**, a public hearing was held at Greenburgh Town Hall on December 14, 2016, after notice, for the purpose of considering whether the parties should enter a contract to continue providing residents of the fire protection district fire protection services; and

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**WHEREAS**, at such hearing the Town Board adopted a resolution, copy attached, authorizing the Town Supervisor to enter into a contract with the Village and the Tarrytown Fire Department to provide fire safety services to residents of the fire protection district;

**NOW, THEREFORE, BE IT AGREED** by and between the Town, its successors and assigns, and the Village, its successors and assigns, for the consideration named herein as follows:

**1 SCOPE of SERVICES**

1.1. The Town does hereby engage the Village to provide fire protection services to residents of the Glenville Fire Protection District upon the following terms and conditions:

1.1.1. The Village and the Tarrytown Fire Department (Department) hereby agree to maintain and furnish suitable personnel and equipment to render adequate fire protection within the boundaries of the Glenville Fire Protection District.

1.1.2. When notified by alarm, telephone, or any other manner of a fire within the fire district members of the Fire Department, through the Tarrytown Fire Department, agree to respond without delay and diligently extinguish any fire within the district preventing injury and property damage to the greatest extent practicable.

**2. CONSIDERATION**

2.1. In consideration of providing the services outlined in ¶1, above, for the year January 1, 2016, through December 31, 2016, the Town agrees to pay the Village the sum of Three Hundred Fifteen Thousand Nine Hundred Fifteen Dollars (\$315,915), which represents GFPD's percent of the assessment roll of the Village of Tarrytown and the Glenville Fire Protection District as they relate to the sum of the latest filed assessment rolls prepared for these areas in 2015 and applied to the 2015-2016 Village Fire Protection Budget for services rendered during calendar year 2016.

2.2 The Town and the Village agree to use the Chart of Accounts – Fire Protection Districts as set forth on Schedule A, attached, for determining applicable expenses.

2.3 In accordance with General Municipal Law §209-d, the Village agrees to pay to the Fire Department up to thirty-five percent (35%) of the amount paid by the Town to the Village for fire protection services, excluding that amount of the payment from the Town to the Village associated with any and all debt service expenses included in the Chart of Accounts referred to in Clause 2.2.

2.4 The Town agrees to use its best efforts to make annual payment to the Village pursuant to this Agreement within 30 days from the date of the executed Agreement.

### **3. TERM**

- 3.1 This agreement shall be for a period of one (1) year, commencing January 1, 2016, and terminating on December 31, 2016.

### **4. INSURANCE**

- 4.1 The Village agrees to maintain insurance as required under this paragraph.

4.1.1. Workers' Compensation Insurance. The Village shall take out and maintain during the term of this contract Workers' Compensation Insurance for all employees assigned to the work or perform services hereunder.

4.1.2. General Liability and Property Damage Insurance. The Village shall take out and maintain during the term of this contract general liability and property damage insurance in an amount sufficient to protect from claims for damages for personal injury, including accidental death, as well as from claims for property damage which may arise from operations under this contract. The amounts of such insurance shall be as follows:

4.1.2.1. General Liability Insurance in an amount not less than \$1,000,000 for injuries, including wrongful death, to any one person and subject to the same limit for each person, in an amount not less than \$3,000,000 for any occurrence.

4.1.2.2. Property Damage Insurance in an amount not less than \$1,000,000 for damage on account of all occurrences.

- 4.2. The Village agrees to furnish proof of compliance with the above insurance requirements to the Town and further agrees to name the Town as an additional insured in said policies.

- 4.3. Any claim for damage or injury for services performed under this Agreement to residents of the fire protection district shall be reported to the offices of the Town Attorney and Comptroller as soon as possible and not later than twenty-four hours from the time of such accident or claim. A detailed written report must be submitted to the Town as soon thereafter as possible and not later than three (3) days after the date of such accident.

### **5. INDEMNIFICATION and SAVE HARMLESS**

- 5.1. The Village and the Fire Department hereby agree to indemnify and hold the Town, its officials, officers, agents, employees, and volunteers performing authorized tasks on behalf of the Town, harmless from and against all liability, including all expenses, reasonable attorney's fees, losses and claims, demands, payments, suits, actions, recoveries and



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judgements of any nature and description whatsoever resulting from any claim or claims arising out of this contract, or the procedures leading thereto, for any act or omission of the Fire Department, its agents or employees representatives, or sub-contractors, during or in furtherance of the performance to this Agreement.

**6. REQUIRED PROVISIONS of LAW**

- 6.1 This Agreement shall be governed by the laws of New York State. Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to have been inserted herein. If any such provision is not inserted through mistake or otherwise, then upon the application of either party, this contract shall be physically amended forthwith to make such insertion.

**7. PERMITS and REGULATIONS**

- 7.1. The Village and the Fire Department agree to secure and pay for all licenses and permits necessary to perform and render the services set forth above.

**8. STATEMENT of NONDISCRIMINATION**

- 8.1 The Fire Department shall prominently post, on the site where services hereunder are to be provided, a statement regarding non-discrimination, which statement shall be similar in form to the following:

In compliance with Section 504 of the Rehabilitation Act of 1975 and title VI of the 1964 Civil Rights Act and New York State Executive Orders, no persons will be denied service or access to service based upon race, marital status, sexual orientation or handicapping condition.

**9. NO ASSIGNMENT**

- 9.1 In accordance with the provisions of Section 109 of the General Municipal Law, the Village and the Fire Department are hereby prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this Agreement, or of any right, title or interest in this Agreement, or the power to execute this Agreement, to any other person or corporation without the prior written consent of the Town.

## **10 REPRESENTATIONS of the VILLAGE and the FIRE DEPARTMENT**

10.1 The Village and the Fire Department make the following representations:

10.1.1. The Fire Department is qualified to perform the fire protection services outlined herein.

10.1.2. The Fire Department agrees to participate in the New York State Fire Incident Reporting System and further agrees to forward one copy of each and every report made regarding any fire occurring within the fire protection district to the Town Fire Marshal.

10.1.3. The Fire Department agrees to ensure that all members performing fire protection services are adequately trained and qualified to perform the tasks assigned as determined by completion of a National, New York State or equivalent fire training program and receive any annual or periodic refresher training that may be required.

10.1.4. The Village and the Fire Department agree to assume liability for any and all loss or damage caused by or to its fire apparatus sustained in answering any call.

10.1.5. The Village and the Fire Department agree to assume responsibility for the payment of all claims for injury or death of all persons, including fire personnel, occurring in connection with services rendered under this agreement.

10.1.6. The Fire Department agrees to respond to any fire involving a structure, regardless of whether it is commercial or residential, occupied or unoccupied, with the appropriate firefighting apparatus.

10.1.7. The Fire Department is fully familiar with all federal, state, and local laws, ordinances and regulations which may in any way affect the services to be provided.

10.1.8. The Fire Department is fully licensed by all governing regulatory agencies.

10.1.9. The Village and the Fire Department agree to give the Town a minimum of ninety (90) days notice prior to any capital equipment purchase for fire protection services and costing in excess of \$100,000 and to solicit and weigh the opinion of Town officials prior to taking any vote or making any decision to undertake a capital purchase involving fire protection services. The failure to solicit and consider the Town's opinion regarding such a capital purchase costing \$100,000, or more, prior to any vote or decision, shall result in the capital expense being excluded from the Village's costs and expenses (Schedule A) for purposes of calculating the Town's contribution.

10.2 The Village agrees to obtain the written consent of the Fire Department to the terms and conditions set forth herein.

## 11. NOTICES

- 11.1 Any and all notices, communications, payments and demands required under this Agreement shall be in writing, addressed as follows, or to such other address as may hereafter be designated, in writing, by either party hereto:

11.1.1. To the Town:                      Town of Greenburgh  
   177 Hillside Avenue  
   Greenburgh, NY 10607  
   Attn: Roberta, Romano, Comptroller

11.1.2. w/ copy to:                      John Lucido, Fire Marshal  
   177 Hillside Avenue  
   Greenburgh, NY 10607  
   Elmsford, NY 10523

11.1.3. To the Village:                      Mayor, Village of Tarrytown  
   One Depot Plaza  
   Tarrytown, NY 10591  
  
   Village Administrator, Village of Tarrytown  
   One Depot Plaza  
   Tarrytown, NY 10591

11.1.4. To the Fire Department:        Tarrytown Volunteer Fire Department  
   50 Main Street  
   Tarrytown, NY 10591

## 12. WAIVER and MODIFICATION

- 12.1. No waiver of any breach or of any condition of this Agreement shall be binding unless executed in writing and signed by the party waiving such breach. No such waiver shall in any way affect any other term or condition of this Agreement or constitute a cause or excuse for a repetition of such or any other breach unless the waiver shall include the same.
- 12.2. This Agreement constitutes the complete understanding of the parties. No other understandings or agreements, oral or written, are valid and no modification of any provisions of the Agreement shall be valid unless in writing and signed by both parties in accordance with the provisions of Town Law §184.

**13. ETHICAL DISCLOSURE**

- 13.1. The Village and the Fire Department acknowledge the necessity for the highest ethical standards in all public contracts and accordingly agree to abide by the provisions of the Code of Ethics, Chapter 570 of the Code of the Town of Greenburgh, attached. Nothing herein shall, however, be interpreted or construed to require employees of the Village or members of the Fire Department to file a financial disclosure statement.

**14. AUDIT and INSPECTION**

- 14.1. The Village and the Fire Department agree to permit the Town, or any of its authorized representatives, to visit and inspect the program, project or services operated pursuant to this Agreement and permit an audit and/or inspection of all books, records, and accounts relating thereto.
- 14.2. If requested by the Town, the Village will provide the Town with the contract year(s)' annual New York State Office of Fire Protection Call Report broken down by Glenville vs. non-Glenville Protection District calls.

**15. DISPUTES**

- 15.1. It is mutually agreed by and between the parties hereto, that in any dispute between the Town and the Village the disputed matter shall be settled in the first instance, by mediation in Westchester County, or if that fails, in the Supreme Court of the State of New York, Westchester County.

**IN WITNESS WHEREOF**, the parties hereto have each agreed to the terms and conditions as set forth herein.

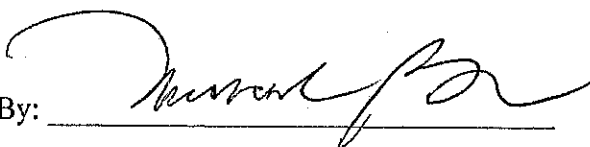
TOWN OF GREENBURGH

By: 

Paul J. Feiner, Supervisor

SEAL

VILLAGE OF TARRYTOWN

By:   
Michael Blau, Village Administrator

SEAL

In accordance with General Municipal Law §209-d, Tarrytown Fire Department consents to this Agreement, to all the terms and conditions expressed herein and to the payment to be made to the Fire Department by the Village.

TARRYTOWN FIRE DEPARTMENT

By:   
Kelly Murphy, Fire Chief

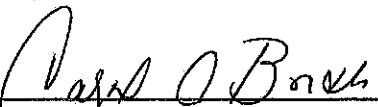
**CERTIFICATE OF AUTHORITY / FIRE DEPARTMENT**

STATE OF NEW YORK

SS

COUNTY OF WESTCHESTER )

On the 21<sup>st</sup> day of February, in the year 20 17, before me, the undersigned, a Notary Public in and for said State, personally appeared KELLY MURPHY, 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 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.

  
\_\_\_\_\_  
Notary Public, Westchester County  
CAROL A. BOOTH  
Notary Public, State of New York  
No. 01BO6117482  
Qualified in Westchester County  
Commission Expires October 25, 20 20

**MUNICIPAL ACKNOWLEDGMENT / GREENBURGH**

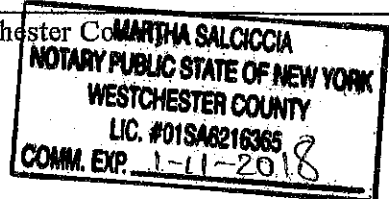
STATE OF NEW YORK

ss.:

COUNTY OF WESTCHESTER )

On the 9<sup>th</sup> day of March in the year 20 17, before me, the undersigned, a Notary Public in and for said State, personally appeared PAUL J. FEINER, 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 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.

*Martha Salciccia*  
Notary Public, Westchester Co




**MUNICIPAL ACKNOWLEDGMENT / TARRYTOWN**

STATE OF NEW YORK

ss.

COUNTY OF WESTCHESTER )

On the 7<sup>th</sup> day of March, in the year 20 17, before me, the undersigned, a Notary Public in and for said State, personally appeared MICHAEL BLAU, 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 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.

  
\_\_\_\_\_  
Notary Public, Westchester County

CAROL A. BOOTH  
Notary Public, State of New York  
No. 01BO6117482  
Qualified in Westchester County  
Commission Expires October 25, 20 20



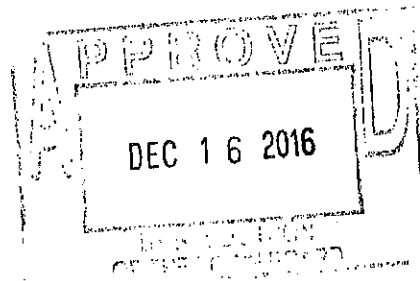
**RESOLUTION AUTHORIZING THE TOWN SUPERVISOR TO ENTER INTO A ONE YEAR CONTRACT COMMENCING JANUARY 1, 2016 THROUGH DECEMBER 31, 2016 WITH THE VILLAGE OF TARRYTOWN FOR FIRE PROTECTION SERVICES TO THE GLENVILLE FIRE PROTECTION DISTRICT, AT A COST NOT TO EXCEED \$315,915**

**WHEREAS**, the Fire Department of the Village of Tarrytown has for many years provided fire protection to the part of the Unincorporated Area known as the Glenville Fire Protection District; and

**WHEREAS**, both the Village of Tarrytown and the Town of Greenburgh wish to continue contracting for such fire protection services for the year 2016; and

**WHEREAS**, a public hearing was held on December 14, 2016, on a proposed agreement for providing such services;

**NOW, THEREFORE, BE IT RESOLVED**, that the Town Board of the Town of Greenburgh hereby authorizes the Town Supervisor to execute the attached contract with the Village of Tarrytown for fire protection services to the Glenville Fire Protection District for the calendar year 2016, subject to the approval of the Town Attorney as to form and the Town Comptroller as to supporting documentation, for the sum of \$315,915, such amount to be paid within 30 days of the execution of the attached agreement.





**VILLAGE OF TARRYTOWN - MASTER FEE SCHEDULE**  
**Established 4/6/2009**

TYPE OF PERMIT	FEE	Date Amended
Alarm User Permit	\$75 Residential - (2-year permit)	9/17/2012
	\$150 Commercial (2-year permit)	9/17/2012
	Renewal - \$50 Residential (2-year permit)	9/17/2012
	Renewal - \$100 Commercial (2-year permit)	9/17/2012
Architectural Review Board	\$100 Application + \$2 per \$1,000/cost	8/21/2017
Bingo	\$25 per occasion	
Birth/Death Certificates	\$10	
Blasting	\$500 + \$250,000 Bond & Cert. of Insurance	
Boat Launching	\$50 resident seasonal annual (expires in Dec.)	
Boat Permit (Tarrytown Lakes)	\$50 resident seasonal annual (expires in Dec.) Per Boat	
Building Legalization	Building Permit Fees Doubled	
Boat Live Aboards	\$1,100 per boat	
Building Permits	\$100 + \$19 per \$1,000 (Renovation)	8/21/2017
	\$100 + \$3.00 per sq. ft. New Residential (All Floor Areas)	8/21/2017
	New Commercial \$100 + \$4.00 per sq. ft. (All Floor Areas)	8/21/2017
	\$100 Re-inspection Fee - All	8/21/2017
	Plan Amendment Fee - \$100 each submission	8/21/2017
	Construction Operations outside of permitted hours [§ 215.6B(1)]- 25% Extra permit fee charged by Building Dept.	11/3/2009
Electrical Permits	0-\$499 = \$100	8/21/2017
	\$500-\$999 = \$110	8/21/2017
	\$1,000-\$1,999 = \$125	8/21/2017
	\$2,000-\$3,999 = \$135	8/21/2017
	\$4,000-\$9,999 = \$190	8/21/2017
	\$10,000-\$50,000 = \$275 + 2.35% of value over \$10,000	8/21/2017
	\$50,000 and over = \$1,790.00	8/21/2017
Plumbing Permit Fees	\$100 application fee (Charge for add'l fixtures over 4)	8/21/2017
	Charge for Additional Fixtures over 4 - \$10/fixture	8/21/2017
	\$50 roughing inspection	8/21/2017

	\$50 testing	8/21/2017
	\$50 in-ground sewer or gas	8/21/2017
	\$50 gas test	8/21/2017
	\$50 final inspection fee	8/21/2017
	\$100 reinspection fee	8/21/2017
Carting	\$250 per Company; \$100 per truck	
Certificate of Compliance	Included in Building Permit Fee	
Certificate of Occupancy	Included in Building Permit Fee; \$20 for copy of C.O.	4/29/2015
Circus and Carnivals	Private \$25 + \$1 million insurance; Charitable - no fee but \$1,000,000 ins.	
Cross Control Program	\$50 Administration Fee	
Curb Cut - Repair/Replacement	\$15.00/lineal foot - Minimum Fee: \$100.00 - Security Deposit: \$500.00	12/16/2013
Dance Halls & Cabarets	\$150 per year or \$10 per day	
Dog Licenses	As of 1/1/2011 - Dog Licenses are issued by Town of	
Village Dump	Dumping of Leaves at Village Dump - \$20 per load	4/3/2018
Dumpsters	\$15/day + \$200 deposit; add'l \$40/day if parking space used	
Excavation or Fill	\$100	
False Alarms	1-2/year = No Charge	
	3/year - \$25	
	4/year - \$75	
	5/year - \$150	
	6 or more/year - \$250 per occurrence	
Filming/Photo Shoot	Public Property - \$2,500 - 1st day; \$2,000 each day thereafter	4/3/2017
Filming hours - 7 a.m. - 10 p.m.	Private Property - \$1,500 - 1st day; \$1,000 each day thereafter	4/3/2017
Additional fee set by the Board of Trustees	Non-for-profit - \$250 - 1st day; \$125 each day thereafter	12/21/2010
shall be paid to the Village for either early start or late completion	Student - \$100 - 1st day; \$50 each day thereafter	12/21/2010
	Reserved Parking Space - \$40 per space per day (all categories)	
Fingerprints - Non-Criminal	\$25	
Fire Hydrant Use	\$100 + \$25 turn on + \$25 turn off	

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Fire Inspection Fees	(amended fees adopted 5/18/09)	5/18/2009
Multi-Family	FEE	
1-4 Units	\$100.00	
5-10 Units	\$150.00	
11-20 Units	\$225.00	
21 or more	\$325.00	
Commercial		
Restaurant	\$100.00	
Church	\$100.00	
Store	\$100.00	
Multi-Family plus Commercial	Fee for Multi-family + \$100 for ea. commercial use in structure	
Other		
Private Club & Social Institution without Residential Rooms	\$100.00	
Private Club & Social Institution with Residential Rooms	\$100 + \$10/residential room	
Private School	\$100.00	
Public School	No Fee	
Municipal Building	No Fee	
Private Residential School	\$250 + \$10/residential	
Hotel	\$250 + \$10/hotel room	
Office Building	Up to 5,000 sq. ft. - \$150.00 \$150 + \$25 for ea. Add'l 1,000 sq.ft.	
Fire Sprinkler Service	\$50 application; \$10/\$1,000 of cost of construction	
Fishing (Buttons)	Tarrytown Resident - \$5 Tarrytown Resident over 62 and under 16 - Free Sleepy Hollow Resident - \$10	
	Town of Greenburgh and Town of Mt. Pleasant Residents - \$15	4/4/2011

FOIL and Documents	\$.25/page; videos and DVD's \$20/1 DVD or Video; \$25/2 DVD or Videos of same meeting; Village Code -\$150; Certified Copy of Elec. License - \$5	
Freshwater Wetlands Permit	\$150	
Games of Chance	\$25 per occasion	
Good Conduct Letters	\$25; No charge for Government Agencies	
Green Industry Contractors	\$150 - Business Permit; \$25/truck	
Hydrants, Private (unmetered)	\$100 per year per hydrant	
Hydrant Meters	\$50 permit fee. First Week or parts thereof:	
	1st Hydrant = \$100; 2nd Hydrant = \$50; Each add'l hydrant =	
	Each Additional Week: 1st Hydrant = \$100; 2nd Hydrant = \$50;	
	Each add'l Hydrant = \$25; If parking space is used =	
Laundromats	\$100 per year	
Parking Meter Rates	(On-street and all parking lots with exception of long-term parking lots and on-street meters designated for long-term parking) -\$.25 for fifteen minutes	12/18/2017
Parking Meter Rates Long Term Parking	(On-street long term meters on Cortlandt Street and Lower Main Street; parking lots and areas on west side of Metro North Commuter Railroad tracks, South Depot Parking Lot and parking lot north of Village Hall) - \$1.50 per hour to a maximum of \$12.00 per day	4/6/2015
Parking Permits	Resident \$425/year; \$310/semi-annual	2/6/2018
	Non-Resident \$1,275/year; \$825/semi-annual	2/6/2018
	Non-Resident Business \$310/year; \$250/Semi-Annual	5/1/2017
	Resident Carpool \$410 + \$80 each add'l car; Semi-Annual \$300 + \$55 each add'l car	5/1/2017
	Non-Resident Carpool \$1,225 + \$145 each add'l car; Semi-Annual \$795 + \$115 each add'l car	5/1/2017

Parking Permits	One Day Parking Permit-\$5 Resident	
	Vacation Permit \$5/day (3 day minimum; 14 day maximum)	
	Transfer Fee - \$5.00	
Parking Permits - Commercial Vehicles	Semi Annual Annual	
Resident Commercial - Section 291-49.A.A.	\$365.00 \$600.00	2/6/2018
Non-Resident Commercial - Section 291-49.A.A.	\$470.00 \$780.00	2/6/2018
Resident Commercial - (oversized vehicle) Section 291-49.A.B.	\$520.00 \$875.00	2/6/2018
Non-Resident Commercial - (oversized) Section 291-49.A.B.	\$650.00 \$1,135.00	2/6/2018
Pawnbrokers	\$100 per year	
Peddlers & Solicitors	Annual: Resident: \$150; Non-Resident: \$250.00	9/21/2010
	Semi-Annual: Resident: \$100.00; Non-Resident: \$200.00	9/21/2010
Planning Board	Site Plan = \$600 + \$30 per parking space +\$60 each dwelling	8/21/2017
	Subdivision = \$1,000 + \$1,255/lot	
	Recreation Fee (2012) = \$9,392.00/increases annually in	5/7/2012
	Escrow = \$2,500 - \$10,000 as determined by Planning Board	
	Recreation Fee For each new dwelling unit lot created	
Police Accidents Reports	\$5.00 per report	12/21/2015
Police Dept. FOIL	For minor FOIL requests, such as police reports, which are readily available - 25 cents per page. When a FOIL request requires significant effort - 2 hours or more - then the actual cost of the lowest paid employee who has the skill to fulfill the request as well as a fee based on the storage medium used shall be charged.	12/7/2009
Property Searches		
Recreation Programs	\$100	

Adult Basketball	Fall/Winter - \$1,400/team	2/6/2018
Adult Softball	Summer Men's - \$1,400/team	2/6/2018
	Summer Coed \$1,400/team	5/16/2011
	Fall Men's - \$800/team	5/16/2011
Adult Volleyball	Adult Volleyball - \$650/team	2/6/2018
Adult Exercise	\$120 (12 sessions)	9/4/2012
(Aerobics, Pilates and Zumba)		
Babysitting Course	\$85 (2-night program)	8/31/2012
Fitness Center	Child (16 - 17) - 1 Year \$200.00 - 6 mos \$120.00	9/29/2016
	Adult (18+) - 1 Year \$300.00 - 6 mos \$180.00	9/29/2016
	Couple - 1 Year \$450.00 - 6 mos \$270.00	9/29/2016
	Family Plan - 1 Year \$600.00 - 6 mos \$360.00	9/29/2016
	Senior Citizen (60+) 1 Year \$150.00 6 mos \$90.00	11/21/2016
	Full Time College Student (Must provide valid college I.D. - 1 Year \$150.00	11/21/2016
	Guest Fee (Must come with a Member) - \$15/day	11/21/2016
Ice Skating	Resident 18+ \$10 season	
	17 and under \$5 season	
	Resident Senior \$5 season	
	Non-Resident \$5 per day	
Kayak Storage Rack	Season Rental of Kayak Storage Rack - \$150 per space	4/3/2018
Losee Park Fields	Without Lights \$50/hour (3 hour minimum)	
	With Lights \$75/hour (3 hour minimum)	
Pee Wee Baseball	\$20 (7 sessions)	
Pierson Park Pavilion	\$250 Residents; \$500 Non-Residents (\$50 non-refundable)	5/19/2014
Performance Pavilion	Performance Pavilion for casual use - Resident Fee - \$50/hour up to of three (3) hours. Non-residents may not rent the Performance Pavilion	5/19/2014
Pilgrim Run	Resident (pre-registered) \$20	5/16/2011
	Resident (day of race) \$25	5/16/2011
	Non-Resident (pre-registered) \$25	5/16/2011
	Non-Resident (day of race) \$30	5/16/2011



Summer Day Camp	Paid By: Apr 1-30	Resident: \$300	2/6/2018
	Paid By: Apr 1-30	Non-Resident: \$340	2/6/2018
	Paid By: Apr 1-30	Scholarship: \$220	2/6/2018
	Paid By: May 1-31	Resident: \$320	2/6/2018
	Paid By: May 1-31	Non-Resident: \$360	2/6/2018
	Paid By: May 1-31	Scholarship: \$240	2/6/2018
	Paid By: June 1-30	Resident: \$340	2/6/2018
	Paid By: June 1-30	Non-Resident: \$380	2/6/2018
	Paid By: June 1-30	Scholarship: \$260	2/6/2018
Summer Tot Camp	Paid By: Apr 1-30	Resident: \$260	2/6/2018
Fee - Per 2-Week Session	Paid By: Apr 1-30	Non-Resident: \$310	2/6/2018
	Paid By: Apr 1-30	Scholarship: \$180	2/6/2018
	Paid By: May 1-31	Resident: \$280	2/6/2018
	Paid By: May 1-31	Non-Resident: \$330	2/6/2018
	Paid By: May 1-31	Scholarship: \$200	2/6/2018
	Paid By: June 1-30	Resident: \$300	2/6/2018
	Paid By: June 1-30	Non-Resident: \$350	2/6/2018
	Paid By: June 1-30	Scholarship: \$220	2/6/2018
Scaffolding Permit		\$50	
Sanitary Sewer &		\$50 application fee + \$40/day for use of parking space	
Stormwater Connection		\$350 for connection for tap into manhole or catch basin	
		\$1,000 for tap into sewer line	
Shopping Carts Left on Streets		\$25	
Sidewalk Café		Café - \$100 plus \$3.50 s.f.	2013
Sidewalk Vending	Sidewalk Vending	Vending - \$250	10/21/2013
		Boards only - \$100	
Sidewalk Musicians		\$10 annually (a maximum of 4 sidewalk musician permits issued per year)	10/21/2013
Sidewalk Closing		\$25 + \$40 per day for parking spaces + \$250 security deposit	
Sandwich Board Permits		\$100.00/year	10/21/2013

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Sidewalk Opening Permit	\$3.00/square foot - Minimum Fee: \$100.00 - Security Deposit - \$1,000.00	12/16/2013
Signs	Single faced less than 25 sq. ft. - \$50 Single faced 25 sq. ft. or more - \$50	
	Double faced - \$50 Awning Sign - \$50	
	Illumination on Sign - \$25 add'l.; Flood Lighting - \$25	
	Floodlighting - \$25	
Special Use Permit (Board of Trustees)	\$500	
Steep Slopes Clearance Application	\$150	
Street Opening Permit	\$3.00/square foot - Minimum Fee: \$100.00 - Security Deposit - \$1,000.00	
Swimming Pool Fees - Residents Only	Family Rate (2 Adults and no limit on number of children up to 21 years of age) - \$400.00 Individual (21 years of age or over) - \$200.00 Student (age 14 to 21) - \$100.00 Senior Citizen (60 and older) - \$100.00 Nanny Au pair - \$200.00 Daily Rate (age 4 and older)* - \$10/weekday; \$15/weekend Daily Rate (age 3 and younger) - no charge *Maximum number of guests (daily rate) per member - 2 Daily Rate/fee per Resident - \$50 for pool card, plus \$10 per day per resident - Monday - Friday and \$15 per day per resident - Saturdays, Sundays and Holidays. No guests allowed for holders of the day passes	1/17/2017 1/17/2017 1/17/2017 1/17/2017 1/17/2017 1/17/2017 1/17/2017 1/17/2017 4/16/2018
	Early Morning Lap Swim - Monday - Thursday, 5:30 a.m. - 8:30 a.m. and Sunday, 8:00 a.m. - 9:45 a.m. Pool Members - \$50/season - Non-Pool Members - \$80/season	6/19/2017
Taxi/Livery	Business License \$250/year Taxicab Fee \$100 each car	

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Taxi Fares	\$5 within Village; \$1 each add'l person to same stop	12/1/2017
	Senior Citizens (62+) \$4 within Village; \$1 each add'l person same stop	12/1/2017
Reproduction of Westchester County Taxi & Towing License	\$10.00	10/15/2012
Towing Rates	\$250 Business License	
	Non-commercial vehicles within the Village of Tarrytown - \$125.00	12/19/2016
	Per mile outside a 2-mile radius of the Village line - \$5.00	8/16/2010
	Flat Bed Service - \$175.00	8/16/2010
	Road Service - \$75.00	8/16/2010
	Winching Rates - \$105.00	8/16/2010
	Rollover - \$200.00	8/16/2010
	Storage Fee Per Day \$50.00	12/19/2016
	Pick up prior to vehicle being hooked to tow truck - \$75.00	12/19/2016
	After hours retrieval of towed vehicle - \$65.00	12/19/2016
	Yard Charge - \$65.00	12/19/2016
Towing - Impounds	Non-Crime Resident - \$15.00	12/19/2016
	Non Crime Non-Resident - \$20.00	12/19/2016
	Crime - Resident - \$40.00	12/19/2016
	Crime - Non-Resident - \$45.00	12/19/2016
Tree Permit	No Charge unless matter referred to Arborist; if referred, must	
Vacation Permits	\$5/day (14 consecutive days maximum) McKeel Parking Lot.	
Video Games	\$100 - 1st Machine;	
	2nd & 3rd Machine \$50 (3 Maximum)	
	Renewal: \$50 - 1st Machine;	
	2nd & 3rd Machine \$25/machine (3 Maximum)	
Water - Final Meter Read	\$25	
Water Main Tapping Fees	3/4" - \$350	
	1" - \$400	
	Inspection Fee \$75 per tap if Village does not perform tap	
Water Rates	RESIDENTIAL: Within Village \$80.45 per 1,000 cubic feet	7/17/2017

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	Senior Citizens within Village - \$59.99 per 1,000 cubic feet	7/17/2017
	Outside Village Resident: \$120.67 per 1,000 cubic feet	7/17/2017
	Inside Village Commercial	
	\$82.74 per 1,000 cubic feet for first 2,000 cubic feet	7/17/2017
	\$99.30 per 1,000 cubic feet for next 5,000 cubic feet	"
	\$119.16 per 1,000 cubic feet for next 5,000 cubic feet	"
	\$142.99 per 1,000 cubic feet thereafter	"
	Outside Village Non-Residential	
	\$124.11 per 1,000 cubic feet for first 2,000 cubic feet	7/17/2017
	\$148.94 per 1,000 cubic feet for next 5,000 cubic feet	"
	\$178.72 per 1,000 cubic feet for next 5,000 cubic feet	"
	\$214.46 per 1,000 cubic feet thereafter	
Water Curb Stop Turn-on/Turn-off	\$25	
Sewer Fee	Sewer Fee: \$2.50 per 1,000 cubic feet of water consumed	6/19/2017
Zoning Board of Appeals	\$300 for residential (1 and 2 family)	8/21/2017
	\$900 for commercial	8/21/2017
	\$75 for renewal	
Zoning Code	Zoning Code=\$35 (includes map); map only=\$5	

**Master Fee Schedule Update Schedule:**

Established on April 6, 2009	Amendment: September 4, 2012	Amendment: Apr. 3, 2017
Amendment: May 4, 2009	Amendment: September 17, 2012	Amendment: June 19, 2017
Amendment: May 18, 2009	Amendment: Oct. 15, 2012	Amendment: July 17, 2017
Amendment: November 2, 2009	Amendment: Jan. 7, 2013	Amendment: Aug. 21, 2017
Amendment: December 7, 2009	Amendment: July 1, 2013	Amendment: Dec. 1, 2017
Amendment: July 1, 2010	Amendment: October 21, 2013	Amendment: Dec. 18, 2017
Amendment: August 16, 2010	Amendment: December 16, 2013	Amendment: Feb. 6, 2018
Amendment: September 21, 2010	Amendment: May 19, 2014	
Amendment: December 21, 2010	Amendment: July 14, 2014	
Amendment: May 2, 2011	Amendment: April 6, 2015	
Amendment: May 16, 2011	Amendment: April 29, 2015	
Amendment: June 20, 2011	Amendment: July 1, 2015	
Amendment: July 1, 2011	Amendment: Dec. 21, 2015	
	Amendment: Feb. 1, 2016	

2

Amendment: July 18, 2011  
Amendment: January 1, 2012  
Amendment: May 7, 2012

Amendment: Oct. 1, 2016  
Amendment: Dec. 19, 2016  
Amendment: Jan. 17, 2017



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**Richard Slingerland**

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**From:** Ralph Nicoletti  
**Sent:** Wednesday, December 12, 2018 11:38 AM  
**To:** Richard Slingerland  
**Cc:** Joe Arduino; Michael Wisniewski; Anthony Ross  
**Subject:** Losee Park Rental Fees

Hi Rich:

The fees for the rental of a field at Losee Park in 2018 was as follows:

Field Use: \$75 per hour with a minimum of 3 hours (minimum payment of \$225)

Field Use with lights: \$100 per hour with a minimum of 3 hours (minimum payment of \$300)

Proposed fees for 2019 are as follows:

Field Use: \$100 per hour with a minimum of 3 hours (minimum payment of \$300)

Field Use with lights: \$150 per hour with a minimum of 3 hours (minimum payment of \$450)

*Regards,*

*Ralph*

Ralph Nicoletti  
Tarrytown Recreation Department  
PO Box 292  
Tarrytown, New York 10591  
Phone (Direct): 914-909-1184  
Recreation Office: 914-631-8389  
Email: rnicoletti@tarrytowngov.com  
Office Email: ttrec@aol.com





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TARRYTOWN POLICE DEPARTMENT  
OFFICE MEMORANDUM

DATE: December 17, 2018  
FROM: Lt. Budnar  
TO: Chief Barbelet  
RE: Village Code Change- Addition of Neperan Road Municipal Lot  
Chapter 291(Vehicles and Traffic), specifically sections;  
- 291-41.B.7 (Maximum Parking Time Limit;exceptions)  
- 291-41.C. (Days and Hours of Parking)  
- 291-91 (Schedule XXVI: Off Street Metered Parking Lots)

With the addition of parking in the new Neperan Road Municipal Lot the following Village Code changes should be put into place to regulate same;  
*(Additions made in highlighted bold italic print, language to be removed in bold doublestruck print).*

§ 291-41. Maximum parking time limit; exceptions. [Amended 10-5-1998; 2-7-2000;12-3-2001; 6-16-2003; 8-18-2003 by L.L. No. 11-2003; 10-5-2005; 2-21-2006; 12-18-2006; 8-16-2010 by L.L. No. 7-2010]

B. Off-street metered parking lots. [Amended 12-3-2012; 3-21-2016]

- 1) South Depot Plaza Parking Lot. The maximum time limit in parking meter spaces in this lot shall be 12 hours.
- 2) McKeel Avenue Parking Lot. The maximum time limit in parking meter spaces in this lot shall be six hours. South Washington Street Parking Lot. The maximum time limit in parking meter spaces in this lot shall be six hours.
- 3) South Washington Street Parking Lot (West). The maximum time limit in parking meter spaces in this lot shall be 12 hours.
- 4) 31 South Broadway Lot.
  - (a) The maximum time limit at certain parking meter spaces so designated by signs and/or markings shall be two hours.
  - (b) The maximum time limit at other parking meter spaces so designated by signs and/or markings shall be six hours.
- 5) West Elizabeth Street Parking Lot - 35 South Broadway. The maximum time limit at certain parking meter spaces so designated by signs and/or markings shall be six hours.
- 6) Neperan Road Lot. The maximum time limit in parking meter spaces in this lot shall be six hours.**

TARRYTOWN POLICE DEPARTMENT  
OFFICE MEMORANDUM

C. Days and hours of parking. [Added 3-21-2016; amended 11-21-2016; 4-2-2018]

Location	Days	Time
Green Street North Parking Lot C	Monday through Friday	6:00 a.m. to 12:00 midnight
Green Street South Parking Lot F	Monday through Friday	6:00 a.m. to 12:00 midnight
Losee Park Fence Line on Green Street Parking Lot G	Monday through Saturday	6:00 a.m. to 12:00 midnight
Losee Park Parking Lot G	Monday through Saturday	6:00 a.m. to 12:00 midnight
Long-term parking meters on Lower Main Street and Cortlandt Street	Monday through Friday	6:00 a.m. to 12:00 midnight
South Depot Parking Lot B	Monday through Friday	6:00 a.m. to 12:00 midnight
West Main Street Parking Lot D	Monday through Friday	6:00 a.m. to 12:00 midnight
Resident Lot	Monday through Friday	6:00 a.m. to 12:00 midnight
<b>McKeel Avenue Lot</b>	<b>Monday through Saturday</b>	<b>9:00 a.m. to 6:00 p.m.</b>
<b>31 South Broadway Lot</b>	<b>Monday through Saturday</b>	<b>9:00 a.m. to 6:00 p.m.</b>
<b>South Washington Street Lot</b>	<b>Monday through Saturday</b>	<b>9:00 a.m. to 6:00 p.m.</b>
<b>South Washington Street Lot West</b>	<b>Monday through Saturday</b>	<b>9:00 a.m. to 6:00 p.m.</b>
<b>West Elizabeth Street Lot</b>	<b>Monday through Saturday</b>	<b>9:00 a.m. to 6:00 p.m.</b>
<b>Neperan Road Lot</b>	<b>Monday through Saturday</b>	<b>9:00 a.m. to 6:00 p.m.</b>

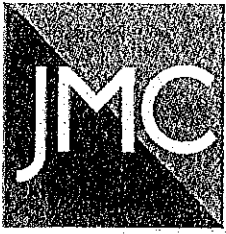
§ 291-91. Schedule XXVI: Off-Street Metered Parking Lots. [Amended 2-7-2000; 6-23-2003; 3-19-2012; 12-3-2012; 3-21-2016; 11-21-2016]

The areas described below shall constitute off-street metered parking lots. A full description of such lots is available in the office of the Village Clerk, where it may be examined during regular office hours.

Name of Lot

McKeel Avenue Parking Lot  
 31 South Broadway Parking Lot  
 South Depot Plaza; south area under lease from the New York Central Railroad Lot B  
 South Washington Street Parking Lot West  
 South Washington Street Parking Lot  
 West Elizabeth Street Parking Lot  
**Neperan Road Lot**  
 Resident Lot (Lot A)  
 Green Street North (north of tennis courts) (Lot C)  
 West Main Street Lot (Lot D)  
~~Pierson Park Lot (Lot E)~~  
 Green Street South (north of Losee Park) (Lot F)  
 Losee Park South and Green Street along Losee Park fence line (Lot G)

The purpose of this code change is to update the Village Code with the current parking regulations for the municipal lots throughout the Village of Tarrytown.



Site Planning  
Civil Engineering  
Landscape Architecture  
Land Surveying  
Transportation Engineering  
Environmental Studies  
Entitlements  
Construction Services  
3D Visualization  
Laser Scanning

December 3, 2018

Mr. Richard Slingerland  
Village Administrator  
Village of Tarrytown  
One Depot Plaza  
Tarrytown, NY 10591

Re: Proposal for Traffic Engineering Services  
West Franklin Street & White Street  
Village of Tarrytown, NY

Dear Mr. Slingerland:

We have prepared this Proposal in accordance with your request for the design of traffic calming measures within the Miller Park neighborhood as well as the on-street parking reconfiguration along the west side of Broadway between Hamilton Place and Main Street. We value our relationship with the Village and look forward to assisting the Village.

## **I. SCOPE OF SERVICES**

We understand that the Village desires to implement some of the conceptual designs our office previously prepared for the Village to improve traffic flow and safety.

### **A. Utilities Map**

We will prepare a Utilities Map at scale of one inch equals twenty feet (1"=20'). In preparing the map, we will locate visible features such as signs, buildings, paved areas, curbs, utility poles, and light poles. The map coverage area will be along Broadway between its intersections with Main Street and Hamilton Place to the curb line of the respective street.

Prior to commencing field survey, we request that the Village contact call before you dig to obtain a mark-out of the public right-of-way as indicated in the above map coverage area. We will perform field measurements to locate the mark out and visible surface structures such as storm drains, manholes, fuel fills, utility valves, meters, light poles and vents. We will indicate the probable location of

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underground features as indicated by surface inspection and with available record plan information. Invert elevations, pipe sizes and types of materials will be shown where accessible. The location or completeness of underground information cannot be guaranteed. We will locate and map the utilities within the map coverage area described above.

We will determine and map the right of ways based upon available record information.

## **B. Bid Drawings**

### **i. Miller Park Traffic Calming**

We will develop drawings for bidding purposes to implement traffic calming measures within the Miller Park neighborhood of the Village. Based on your email, we will specify temporary speed humps along roadways within the Miller Park neighborhood previously analyzed by our office for the potential speed hump locations. The speed humps will not extend the full width of the roadway; however, a small gap between the existing curb and speed hump will be provided for drainage purposes. These drawings will be based on the GIS data. We will investigate the locations to determine their appropriateness. We will prepare a layout plan depicting the locations of the temporary speed humps along roadways as well as the associated striping and signage. We will also provide detail sheets for the applicable construction items.

### **ii. Broadway Parking Reconfiguration**

We will develop drawings for bidding purposes to implement the removal of one on-street parking space as well as restriping of the parking spaces along the west side of Broadway between Main Street and Hamilton Place based on your email. These drawings will be based on the Utilities Map described above. The drawings will also include the relocation of the existing hydrant along the west side of Broadway. A Layout Plan and a Utility Plan will be developed. We will also provide detail sheets for the applicable construction items. We will incorporate NYSDOT Standard Details for traffic control schemes to be utilized for construction.

## **C. Specifications**

We will coordinate with the Village to prepare specifications to accompany the Bid Drawings mentioned above. The Village will provide the information to be incorporated into the specifications.

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#### **D. NYSDOT Highway Work Permit**

Since Broadway (US 9) is under the jurisdiction of the New York State Department of Transportation (NYSDOT), a Highway Work Permit will be required to perform the work along Broadway. We will prepare a submission to NYSDOT to request a Highway Work Permit for the work along Broadway (US 9). We will prepare the permit application and will provide the application to the Village to complete and sign. The Village will be required to provide necessary insurances and may be required to provide a bond and/or permit fee related to the work within the State's right-of-way. When our office receives the signed applications and the other necessary items from the Village, we will submit to NYSDOT the signed applications and necessary items provided by the Village along with copies of our drawings for work along Broadway to request the issuance of a Highway Work Permit. We will coordinate with NYSDOT during their review of the submission materials.

#### **E. Meetings**

We will attend necessary technical meetings with the Village and/or other reviewing agencies.

#### **F. Reimbursables**

All out of pocket expenses incurred in connection with this project will be billed at cost plus 10%. Such expenses include travel reimbursement, subsistence, tolls, facsimile charges, reproductions, internet document hosting, messenger or delivery service charges, subconsultant charges, postage, fees charged by agencies, maps, plans, photographic materials, ordinances and other similar materials.

### **2. PROJECT SCHEDULE**

We will initiate our work within one week of your authorization and the Utilities Map will be completed within four weeks. We will complete our bid drawings within two to three weeks after receiving the Utilities Map.

### **3. FEE**

We propose to perform the services described above on a Not to Exceed basis in accordance with our attached Schedule of Fees and Charges, 1/18. Below is breakdown of our estimated fees for the work described above.

**PHASE**

**NOT TO EXCEED FEE**

A. Utilities Map	\$ 3,500.00
B. Bid Drawings	\$ 11,400.00
C. Specifications	\$ 3,600.00
D. NYSDOT Highway Work Permit	\$ 4,200.00
E. Meeting (Payroll Basis)	\$ 1,800.00 (budget fee)
F. Reimbursables	\$ 2,500.00 (budget fee)

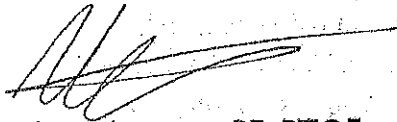
In addition to the services described above, we are pleased to provide additional services as may be required by the Village or as may result from changes introduced by Village or the approval authorities during the course of our work. The additional services are not included in this proposal and will be provided on a payroll basis.

Your authorization for us to proceed simply requires the return of one copy of this proposal signed and dated. You will be billed monthly for the portions of our work completed during the prior month. Payment is due upon receipt of our billing invoice.

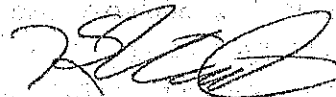
We thank you for the opportunity to submit this proposal.

Sincerely,

JMC Planning Engineering landscape Architecture & Land Surveying PLLC



Marc Petrero, PE, PTOE  
Senior Project Manager



Kevin Masciovecchio, EIT  
Senior Designer II

ACCEPTED: \_\_\_\_\_

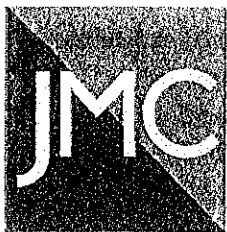
BY: \_\_\_\_\_

DATE: \_\_\_\_\_

Encl.: Schedule of Fees and Charges, 1/18  
Agreement for Professional Services

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Site Planning  
Civil Engineering  
Landscape Architecture  
Land Surveying  
Transportation Engineering  
Environmental Studies  
Entitlements  
Construction Services  
3D Visualization  
Laser Scanning

### SCHEDULE OF FEES AND CHARGES, 1/18

#### CATEGORY

#### HOURLY RATES

Principal	290.00
Associate	225.00
Surveyor	200.00
Senior Project Manager/Senior Engineer/Senior Landscape Architect	200.00
Project Manager/Engineer/Landscape Architect	185.00
Design Manager	170.00
Senior Designer 3	160.00
Senior Designer 2	155.00
Senior Designer	145.00
3D Model Designer	145.00
Senior Survey Technician	145.00
Construction Coordinator	135.00
Designer 3	130.00
Designer 2	120.00
Designer	105.00
Survey Technician	105.00
CAD Tech	95.00
Laser Scanner Equipment	50.00
Clerical	50.00

Hourly charges for court appearances to present expert testimony will be 1.5 times those stated above.

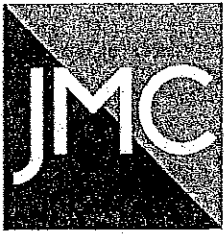
#### REIMBURSABLE EXPENSES

All out of pocket expenses incurred in connection with this project will be billed at cost plus 10%. Such expenses include travel reimbursement, subsistence, tolls, facsimile charges, reproductions, internet document hosting, messenger or delivery service charges, subconsultant charges, underground utility markout services charges, test pit excavation charges, postage, fees charged by agencies, maps, plans, photographic materials, ordinances and other similar materials.

#### METHOD OF PAYMENT

An Invoice will be submitted monthly during the period of this contract and/or on completion of services, covering the preceding month's work. Payment shall be due upon receipt of the Invoice. A charge of 1 1/2% per month will be due on all Invoices not paid within 30 days.

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Site Planning  
Civil Engineering  
Landscape Architecture  
Land Surveying  
Transportation Engineering

Environmental Studies  
Entitlements  
Construction Services  
3D Visualization  
Laser Scanning

## AGREEMENT FOR PROFESSIONAL SERVICES General Terms

1. It is agreed that this document combined with the client Proposal will serve as the Contract between the client and JMC Planning, Engineering, Landscape Architecture & Land Surveying, PLLC (JMC) for the proposed professional services to be provided by JMC.
2. The proposal is valid for a period of 60 days and the rate schedule is valid for 365 days from the date of the Proposal.
3. This Contract is not assignable by the client except with the prior written consent of JMC and no assignment shall relieve the undersigned of any obligations under this contract.
4. The client agrees to pay JMC upon invoicing for work performed in accordance with the terms of this contract and JMC reserves the right to suspend, rescind and repossess work on overdue accounts.
5. Payment of JMC is expressly not conditioned upon the formal approval, adoption or acceptance of any proposal, study, report or recommendation contained herein by the undersigned or by any other person, agency, official or organization.
6. Payment of JMC is also not conditioned upon the undersigned receiving any payment from third parties who are not a party to this contract.
7. The individual executing this contract, if acting on behalf of a partnership or corporation, represents that he/she has the authority to do so.
8. In the event the services of a collection agency, attorney and/or courts are required to enforce payment, the undersigned will pay all related costs. This would be an attempt to collect the debt and any information will be used for that purpose.
9. In the event that full payment is not received within 30 days of invoicing, a service charge of 1 1/2 % per month will be added to the balance due, which amount will also be subject to all of the above terms.
10. JMC will retain ownership, including all rights under U.S. Copyright Law, to all drawings and reports developed by JMC for the project.
11. JMC reserves the right to assign this Contract to JMC Site Development Consultants, LLC and/or John Meyer Consulting, Inc.

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JMC Planning Engineering Landscape Architecture & Land Surveying, PLLC | JMC Site Development Consultants, LLC

120 BEDFORD ROAD | ARMONK, NY 10504 | 914.273.5225 | MAIL@JMCPLLC.COM | JMCPLLC.COM



December 27, 2018

Tarrytown Board of Trustees

I am requesting that the Handicap Sign in front of 34 Benedict Ave be removed. My Mother no longer resides there and the house was sold on December 21, 2018.

Thank you

*Paul Cancro*

Paul Cancro

