

**VILLAGE OF TARRYTOWN
BOARD OF TRUSTEES
WORK SESSION 6:00 P.M.
WEDNESDAY, DECEMBER 16, 2020**

Location: Zoom Video Conference – For Information on How to Join

Visit <https://www.tarrytowngov.com/home/events/31991>

Any questions prior to the meeting may be emailed to administrator@tarrytowngov.com.

Video Recording – 100th Birthday Congratulations to Chick Galella

Board of Trustee Concerns

Open Session

1. Tarrytown Marina, LLC Proposal
2. Discussion w/Fire Chiefs: COVID – LOSAP Points Resolution
3. Acceptance of a Donation from Hudson Harbor Residents for Landscaping near Lot C
4. Review of Speed Humps Survey Responses and Future Plan
5. Town of Greenburgh SWAT – IMA
6. Traffic Macro Review RFP
7. 2020-2021 New York State Snow and Ice Supplemental Agreement

Executive Session

- A. Village Policy for Impounds
- B. Stipulation Agreement – Recall Time



**ZARIN &
STEINMETZ**

Brad K. Schwartz
bschwartz@zarin-steinmetz.com

November 13, 2020

By Electronic Mail

Hon. Thomas D. Butler Jr.
Mayor of the Village of Tarrytown
and Members of the Board of Trustees
One Depot Plaza
Tarrytown, NY 10591-3199

Re: Hudson Harbor Boatel (formerly Tarrytown Wharf)

Dear Mayor Butler and Members of the Board of Trustees:

We appreciate Mr. Slingerland getting back to us, by letter dated October 16, 2020, with the BOT's reaction to the previously proposed Tarrytown Wharf project on the Tarrytown Boat Club parcel.

Our client is pleased to submit conceptual plans for the newly proposed Hudson Harbor Boatel. It includes a number of exciting elements including public access to the Riverwalk, numerous marina support services as well as a café / restaurant.

The primary purpose of the Boatel is to support the existing Marina, which will be improved in order to ensure its longevity for both the Tarrytown Boat Club and the public at large. Most importantly, the goal is to continue to make Tarrytown a true waterfront destination, accessible by boat, train, bus and car.

The Hudson Harbor Boatel takes its architectural inspiration from the many historic buildings in Tarrytown and is consistent with character of the existing waterfront. The Boatel also complies with existing zoning being 45-ft. There are two parking schemes, one of which is a valet option that would allow the Boatel to self-park. The Hudson Harbor Boatel does not use any Village land.

The Hudson Harbor Boatel will also be a significant contributor to the Village's tax base.

Our client looks forward to your response and asks to be placed on the next available Board of Trustees Work Session to present and further discuss.

Respectfully submitted,

ZARIN & STEINMETZ

By: Brad Schwartz

Brad Schwartz

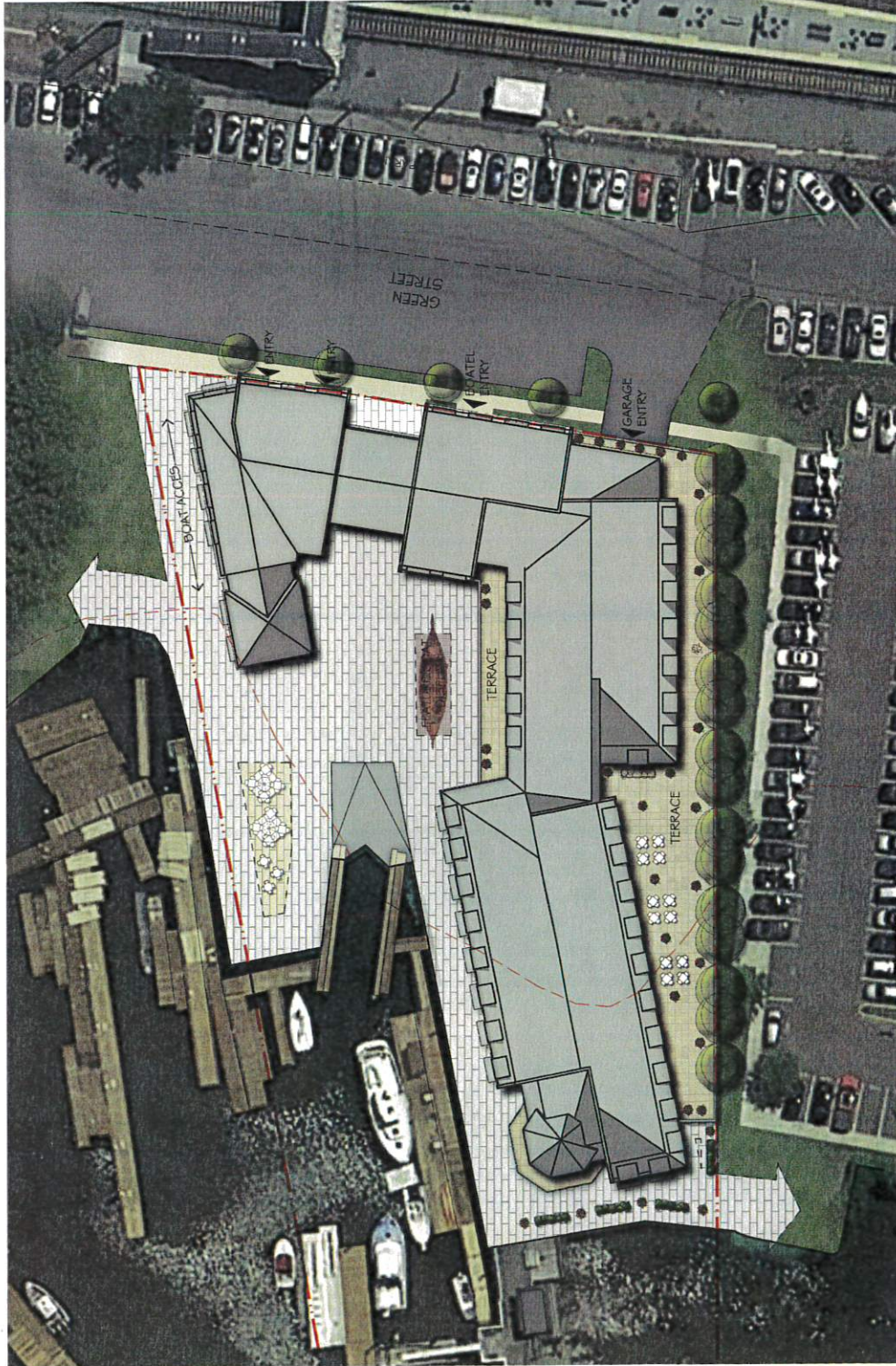
Encls.

cc: Richard Slingerland, Village Administrator
Katherine Zalantis, Esq.
David Steinmetz, Esq.
Tarrytown Marina LLC



INDEX

- A.01 - COVER
- A.02 - ILLUSTRATIVE SITE PLAN
- A.03 - GROUND FLOOR PLAN
- A.04 - SECOND FLOOR PLAN
- A.05 - THIRD AND FOURTH FLOOR PLAN - BUILDING SECTION
- A.06 - BUILDING ELEVATIONS
- A.07 - MASSING VIEWS



SUMMARY OF PROVISIONS

TOTAL BOATEL AREA = +/- 60,332 GSF
TOTAL ROOMS = 103 ROOMS

TOTAL RETAIL AREA = +/- 3,407 SF

TOTAL PARKING AREA = +/- 33,953 GSF
TOTAL PARKING = 92* PS
*+20 SPACES WITH VALET PARKING

*NOTE: REFER TO CIVIL FOR SITE PLAN AND CIVIL INFORMATION.
LANDSCAPE SHOWN FOR ILLUSTRATIVE PURPOSES ONLY.
REFER TO LANDSCAPE FOR TREES AND LANDSCAPE INFORMATION.

lessard
DESIGN INC. P.C.
8501 LEEBURG PKW. SEVENTH FLOOR, VIENNA, VA 22182
P-571.680.1800 | F-571.680.1801 | WWW.LESSARDDESIGN.COM

ILLUSTRATIVE SITE PLAN

CONCEPTUAL PACKAGE

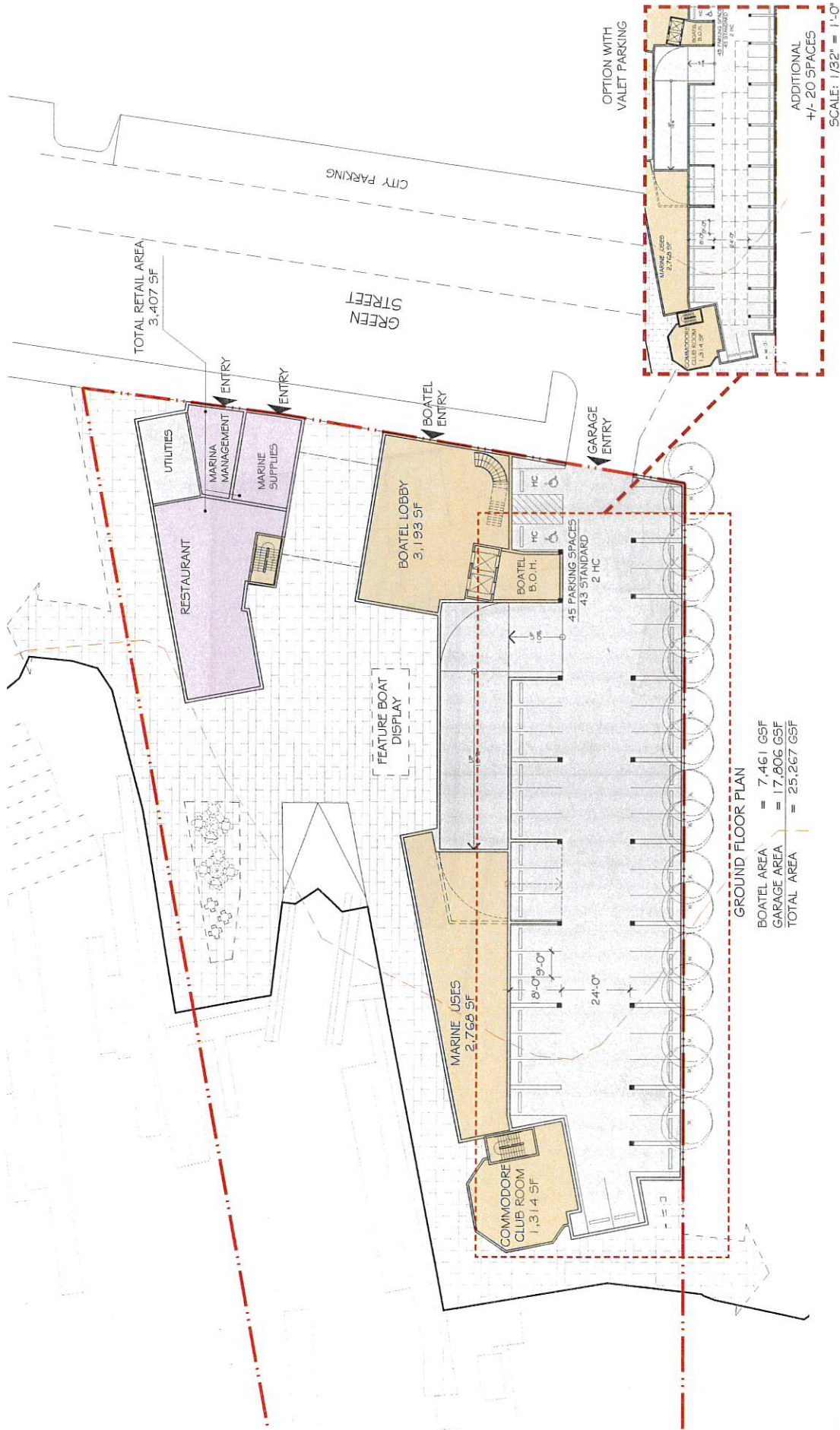
REPRESENTATIVE DESIGN AND CONCEPTUAL LANDSCAPE INFORMATION. THIS IS NOT A FINAL DESIGN. THE FINAL DESIGN SHALL BE DETERMINED BY THE CLIENT AND THE DESIGNER. THE DESIGNER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS. THE DESIGNER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS. THE DESIGNER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS.

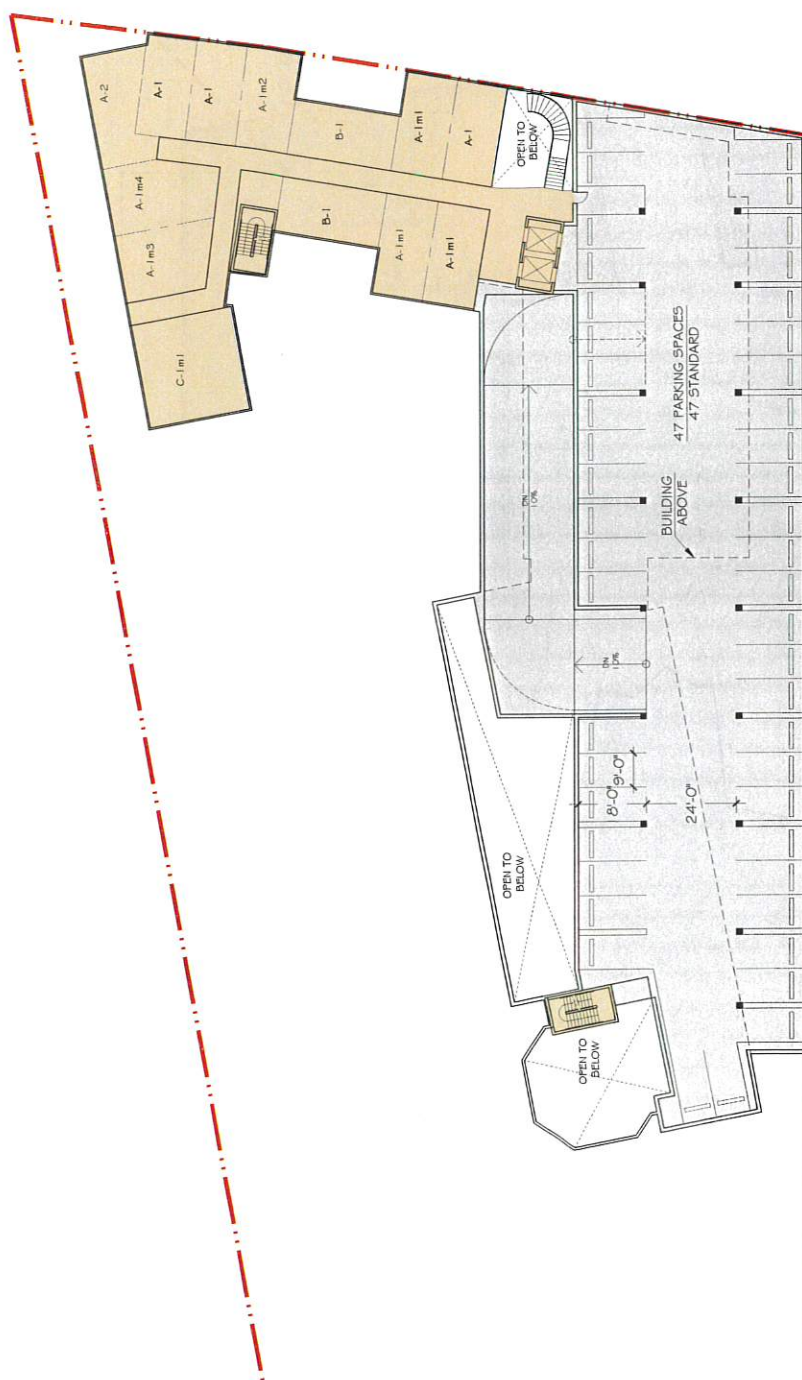
WHARF - BOATEL
TARRYTOWN, NY
TARRYTOWN MARINA LLC.

NOV 10, 2020
NHC:036C

A.02







SECOND FLOOR PLAN

BOATEL AREA	= 7,532 GSF
GARAGE AREA	= 16,147 GSF
TOTAL AREA	= 23,679 GSF

SECOND FLOOR PLAN

CONCEPTUAL PACKAGE

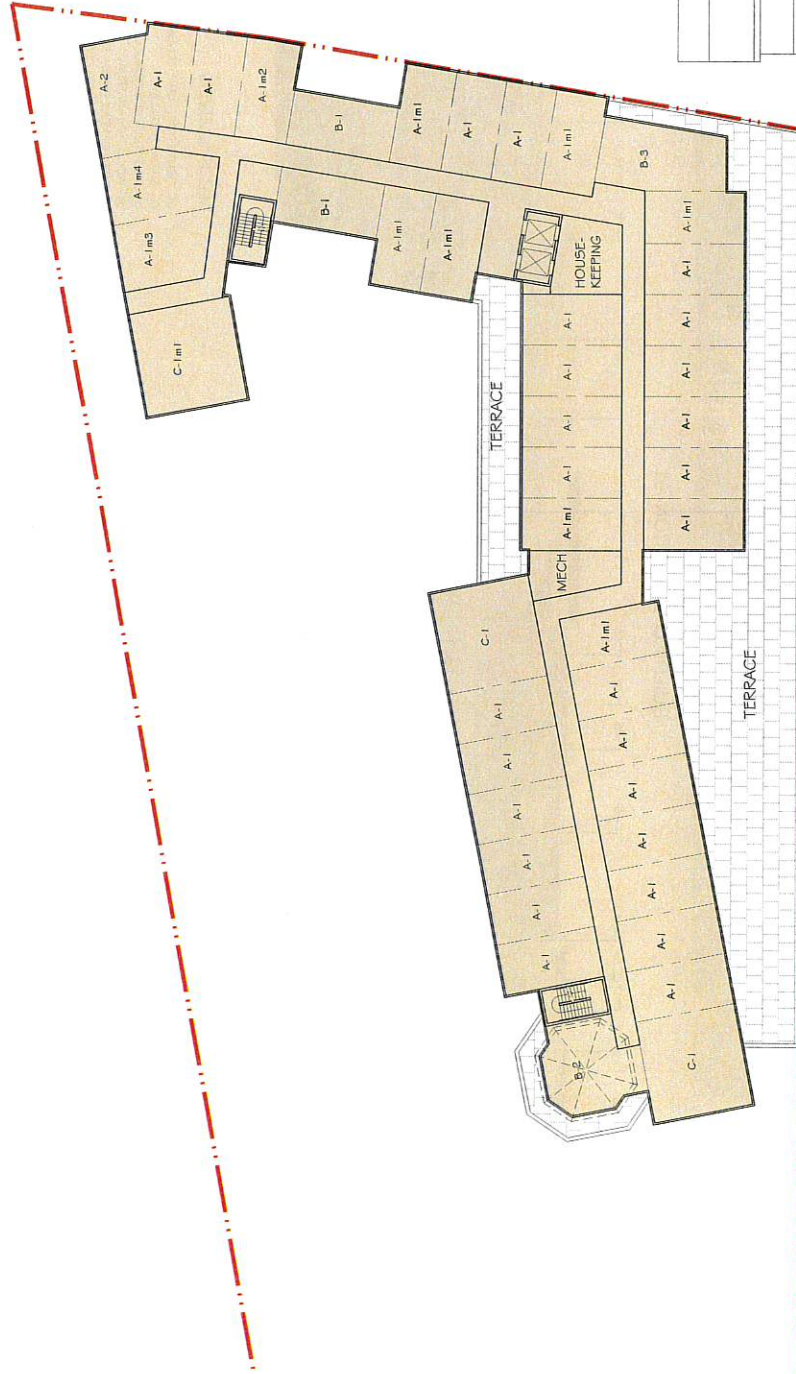
CONCEPT TOTAL FLOWAGE

WHADE BOATEI

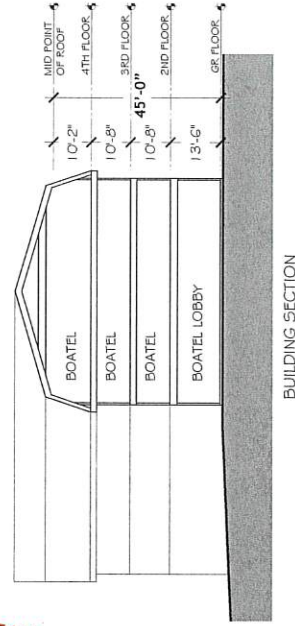
TARRYTOWN, NY
TARRYTOWN MARINA LLC.

A.04





THIRD AND FOURTH FLOOR PLAN
BOATEL AREA = 22,671 GSF



THIRD AND FOURTH FLOOR PLAN - BUILDING SECTION

CONCEPTUAL PACKAGE

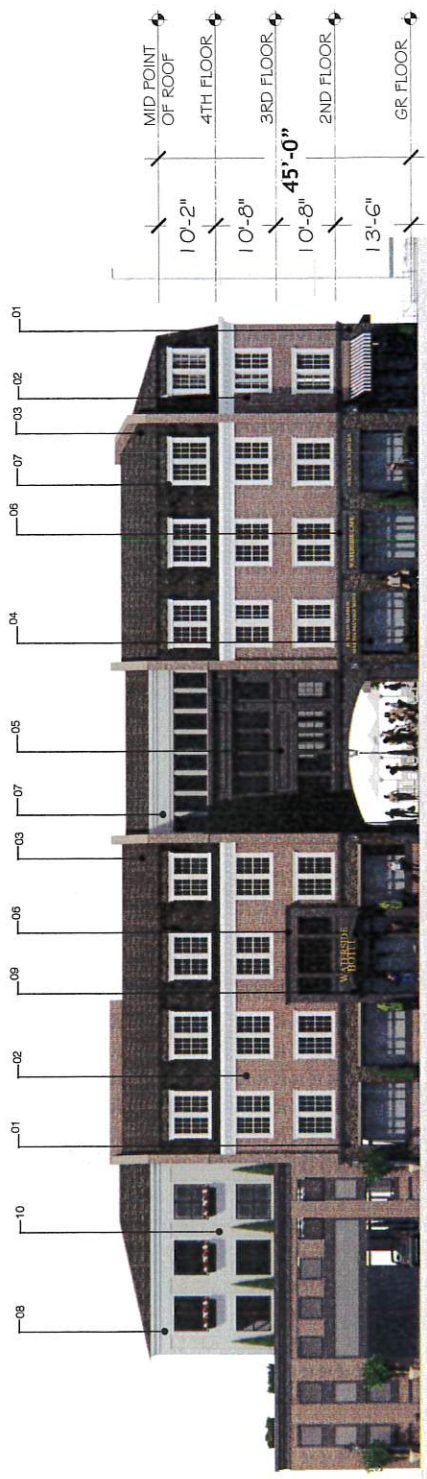
CONCEPTUAL PACKAGE
THIS DOCUMENT IS A PRELIMINARY DESIGN AND SHOULD NOT BE USED FOR CONSTRUCTION. IT IS THE PROPERTY OF LESSARD DESIGN INC. AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF LESSARD DESIGN INC.

WHARF - BOATEL
TARRYTOWN, NY
TARRYTOWN MARINA LLC.

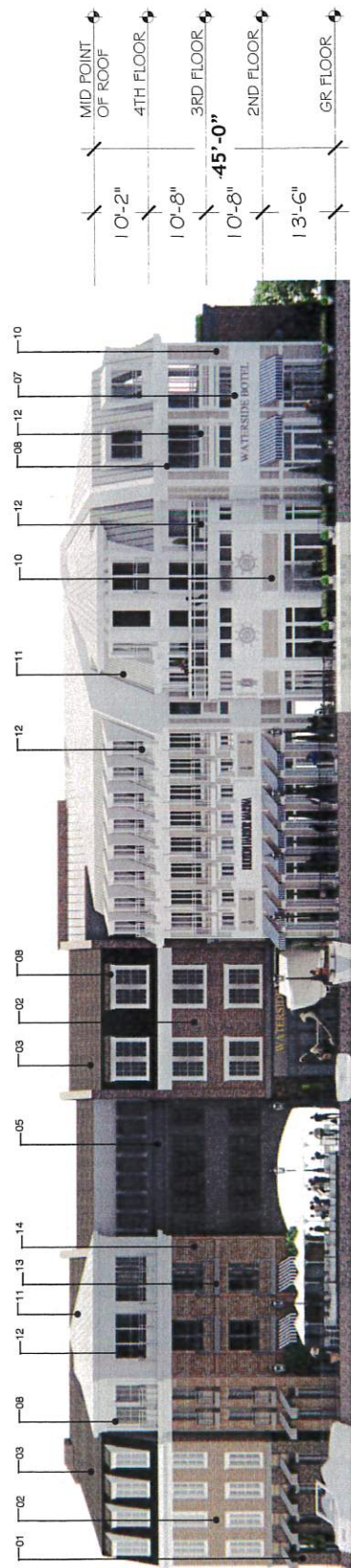
A.05

NOV 10, 2020
NHC 038C





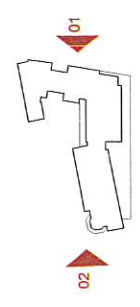
BUILDING ELEVATION 01



BUILDING ELEVATION 02

MATERIAL LEGEND

- 01 FIELD STONE - GRAY TONES
- 02 BRICK - RED CLAY
- 03 ARCHITECTURAL SHINGLES - DARK CEDAR SHAKE
- 04 WOOD TRIM - NATURAL
- 05 FIBER CEMENT PANEL - DARK GRAY
- 06 FIBER CEMENT TRIM - DARK GRAY
- 07 FIBER CEMENT PANEL - LIGHT GRAY
- 08 FIBER CEMENT TRIM - LIGHT GRAY
- 09 METAL CANOPY
- 10 FIBER CEMENT SIDING - BROWN BEIGE
- 11 METAL ROOF
- 12 GLASS RAILING - SILVER/SATIN
- 13 GLASS RAILING - PEWTER/SLATE GRAY
- 14 CEDAR SHAKE - NATURAL



KEY PLAN

*NOTE: PRODUCTS AND MANUFACTURERS LISTED ARE SUBJECT TO CHANGE AND/OR TO BE SUBSTITUTED WITH EQUIVALENT AND COMPATIBLE OPTIONS

lessard
DESIGN INC. P.C.
8521 LEEBURG PKW. SEVENTH FLOOR, VIENNA, VA 22182
P-571.600.1601 | WWW.LESSARDDESIGN.COM

BUILDING ELEVATIONS

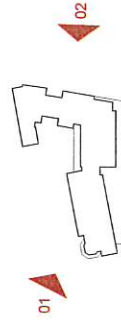
CONCEPTUAL PACKAGE

WHARF - BOATLE
TARRYTOWN NY
TARRYTOWN MARINA LLC.

A.06

NOV 10, 2020
NFC 030C

0' 5' 10' 21'
SCALE 3/32" = 1'-0" (8/32 24")



KEY PLAN

lessard
DESIGN INC. P.C.
8571 LEESBURG AVE. SUITE 100, WENNA, VA 20186
P 571.630.1600 | F 571.630.1601 | WWW.LESSARDDESIGN.COM

MASSING VIEWS

CONCEPTUAL PACKAGE

RENDERINGS AND CONCEPTS ARE NOT TO BE USED FOR CONSTRUCTION. ALL RIGHTS ARE RESERVED BY LESSARD DESIGN INC. FOR THE CONCEPTS AND RENDERINGS SHOWN HEREIN. THE CONCEPTS AND RENDERINGS SHOWN HEREIN ARE NOT TO BE USED FOR CONSTRUCTION.

WHARF - BOATEL
TARRYTOWN, NY
TARRYTOWN MARINA LLC.

A.07

NOV 10, 2020
NRC 039C



Tarrytown Fire Department

Chief: **BRYAN MEADE**

First Assistant: **KELLY MURPHY**

Second Assistant: **RICK TUCCI**

www.tarrytownfd.org

Secretary

KELLY MURPHY

Treasurer

DOMENIC MORABITO

September 15, 2020

Richard Slingerland

Village of Tarrytown-Village Administrator

1 Depot Plaza

Tarrytown, NY 10591

Mr. Slingerland,

At our monthly warden's meeting, the board of fire wardens discussed the executive order 202 in relation to Senate Bill 8251B. The original version of the bill was edited and amended in the Senate. It was then shortened to focus solely on the awarding of points to volunteers during the period when, for COVID 19 related reasons, volunteer firefighter and volunteer ambulance worker activities were cancelled and/or when restrictions/quarantines were in place on which some volunteers could not respond to calls. Senate Bill 8251B is attached.

As LOSAP Coordinator, I reached out to Ed Holohan, at Penflex who is our representative in regards to whether the points award has to apply for everyone or just those affected. He confirmed that it applies to everyone. The Board of Fire Wardens respectfully requests the Board of Trustees to write a resolution adopting this change, which will allow members to receive 5 points each month the executive order is in place. Also attached is an addendum to our point system description with the addition of the COVID section.

Firematically,

Kelly Murphy

Kelly Murphy

Department Secretary

LOSAP Coordinator

2

STATE OF NEW YORK

8251--B

IN SENATE

April 27, 2020

Introduced by Sens. KAMINSKY, BROOKS, GAUGHRAN, MARTINEZ -- read twice and ordered printed, and when printed to be committed to the Committee on Local Government -- committee discharged, bill amended, ordered reprinted as amended and recommitted to said committee -- committee discharged, bill amended, ordered reprinted as amended and recommitted to said committee

AN ACT to amend the general municipal law, in relation to the determination of points for service award programs for volunteer firefighters and volunteer ambulance workers during a state disaster emergency; and providing for the repeal of such provisions upon expiration thereof

The People of the State of New York, represented in Senate and Assembly, do enact as follows:

1 Section 1. Section 217 of the general municipal law is amended by
2 adding a new subdivision (p) to read as follows:

3 (p) For purposes of determining total points earned for a calendar
4 year in which a state disaster emergency, as defined in section twenty
5 of the executive law, has been declared pursuant to executive order
6 number two hundred two of two thousand twenty, as amended, to address
7 the outbreak of novel coronavirus, COVID-19, an active volunteer fire-
8 fighter service award program may provide for the crediting of up to
9 five additional points per month, prorated for periods of less than one
10 month, to each active volunteer firefighter for each month that special
11 emergency response rules were in place restricting firefighter responses
12 to emergency responses and/or restricting the holding of activities for
13 which points could be earned due to guidelines related to the state
14 disaster emergency. A political subdivision electing to provide the
15 additional points authorized under this subdivision shall adopt a resolu-
16 tion by April thirtieth, two thousand twenty-one determining the number
17 of additional points to be credited per month, provided that any addi-
18 tional points credited pursuant to this subdivision shall be in addition
19 to any other points earned pursuant to this section during the state
20 disaster emergency.

21 § 2. Subdivision 3 of section 219-e of the general municipal law is
22 amended by adding a new paragraph (k) to read as follows:

EXPLANATION--Matter in italics (underscored) is new; matter in brackets
[-] is old law to be omitted.

LBD16211-07-0



Village of Tarrytown Volunteer Firefighter Service Award Program Point System

Type of Activity	Maximum Annual Points for This Activity	How Points Are Credited	Comments
Completion of Training Courses	25	<p>Based on duration of training courses:</p> <ol style="list-style-type: none"> Under 20 Hours = 1 Point per hour. Maximum of 5 points per course. 20 – 45 hours = 5 Points plus 1 point per hour over 20 hours. Maximum of 10 points per course. Over 45 hours = 15 points. 	<p>Training courses should be satisfactorily completed (certificate of completion required) and designated as approved course by the Service Award Committee. A list of approved courses will be posted and updated periodically.</p> <p>NOTE: Persons who are paid to attend training courses as part of their job or profession- get no credit in the Service Award Program for attending such courses.</p>
Attendance at Drills	20	1 Point per drill. (Minimum 2 hours duration)	Extra long drills of 4 or 6 hours are sometimes treated as two or more separate drills of at least 2 hours each.
Participating in Sleep-In or Stand-by session.	20	<p>➤ Sleep-in Session = 1 Point for each full night. (Shift of at least 8 hrs) Day or Night.</p> <p>➤ Stand-by Session = 1 Point for each session (4 hour minimum duration). Stand-by is defined as "a line of duty activity of the volunteer fire company, lasting four hours, not falling under one of the other categories."</p>	
Attendance at Official Fire Department Meetings. (Regular and Special Department-Wide Meetings called by the President or Chief.)	20	1 Point earned per meeting.	<p>Note: Must be a meeting all firefighters are expected to attend. (i.e., does not include committee meetings which are miscellaneous category, and also does not include officer/warden meetings, etc. which can be in the miscellaneous category.</p>



Village of Tarrytown Volunteer Firefighter Service Award Program Point System

Type Of Activity	Maximum Annual Points for This Activity	How Points are Credited	Comments
Holding a Specified Elected or Appointed Position	25	Points are earned for the completion of a one year term as a "line officer, a department officer, and president, vice president, treasurer and secretary of a fire company or department" as follows:	<p>NOTE: Points are awarded annually to one person for no more than one office, or points will be awarded up to a maximum of 25 (Twenty five) points annually for a person who simultaneously completes a one year term in more than one office.</p> <p>NOTE: An officer will be required to have fulfilled his duties of the office before points are granted.</p>
		TITLE	
		President	
		Vice President	
		Captain	
		Chief	
		Assistant Chiefs	
		Deputy Chiefs	
		Treasurer	
		Secretary	
		Recording Secretary	
		Financial Secretary	
		Computer Operator	
		Radio Dispatcher	
		Wardens	
		Lieutenants	
		Chief Driver	
		Assistant Chief Driver	
		Trustee	
		Directors	
		Arson Investigator	
		Safety Officer	
		Training Officer	
		Chaplain	
		Public Affairs Officer	
		Chauffer for Apparatus	



Village of Tarrytown Volunteer Firefighter Service Award Program Point System

the protection of life and property from fire or other emergency, accident or calamity in connection with which the services of such fire company or fire department are required.

How he or she accumulates the points will be through participating in the previously listed activities. Each activity awards different points. If a firefighter who for whatever reason (such as regular work hours) cannot earn as many points under one or more categories as other firefighters, he or she should focus on the total number of points he or she could earn from all categories of allowable point accumulation activities.

3

Kathy Deufemia

From: Richard Slingerland
Sent: Wednesday, December 9, 2020 11:30 AM
To: Kathy Deufemia; Joshua Ringel
Subject: FW: landscaping project donation

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

From: penellem <penellem@aol.com>
Sent: Tuesday, December 8, 2020 4:42 PM
To: Richard Slingerland <rslingerland@tarrytowngov.com>
Subject: RE: landscaping project donation

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

Sent from my Verizon, Samsung Galaxy smartphone

----- Original message -----

From: Richard Slingerland <rslingerland@tarrytowngov.com>
Date: 12/8/20 11:47 AM (GMT-05:00)
To: penellem <penellem@aol.com>
Cc: Joshua Ringel <jringel@tarrytowngov.com>, Kathy Deufemia <kdeufemia@tarrytowngov.com>
Subject: landscaping project donation

Penny:

Good morning. I hope all is well, and that your husband is well too.

Here is the information about the donations for the landscaping project:

3 Below is the plant list. This would help achieve a fairly full area quickly.

2G Switch grass 15 units at \$21 = \$315

2G Muhly grass 10 units at \$15 = 150

1G Native bluestem 20 units at \$16 = 320

2G Fountain grass 15 units at \$30 = 450

2G Feather reed grass 20 units at \$35 = 700

TOTAL = 1935

I'll put this on the next Work Session if you're okay with it.

Best regards,

Rich

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

5

AGREEMENT PURSUANT TO GENERAL MUNICIPAL LAW ARTICLE 5-G, SECTION 119-O BETWEEN THE TOWN OF GREENBURGH AND THE VILLAGES OF ARDSLEY, DOBBS FERRY, ELMSFORD, HASTINGS-ON-HUDSON, IRVINGTON AND TARRYTOWN TO CONTINUE A TOWNWIDE SPECIAL WEAPONS AND TACTICS UNIT.

This **AGREEMENT** (the "Agreement") is made this _____ day of _____, 20____, by and between the Village of Ardsley ("Ardsley"), a municipal corporation organized and existing under the laws of the State of New York, located at 507 Ashford Avenue, Ardsley, New York, 10502 ("Ardsley"), the Village of Dobbs Ferry ("Dobbs Ferry"), a municipal corporation organized and existing under the laws of the State of New York, located at 112 Main Street, Dobbs Ferry, New York 10522 ("Dobbs Ferry"), the Village of Elmsford ("Elmsford"), a municipal corporation organized and existing under the laws of the State of New York, located at 15 South Stone Avenue, Elmsford, New York 10523 ("Elmsford"), the Village of Hastings-on- Hudson ("Hastings"), a municipal corporation organized and existing under the laws of the State of New York, located at 7 Maple Avenue, Hastings-on-Hudson, New York 10706, the Village of Irvington ("Irvington"), a municipal corporation organized and existing under the laws of the State of New York, located at 55 Main Street, Irvington, New York 10533, the Village of Tarrytown ("Tarrytown"), a municipal corporation organized and existing under the laws of the State of New York, located at 21 Wildey Street, Tarrytown, New York 10591 and the Town of Greenburgh ("Greenburgh"), a municipal corporation organized and existing under the laws of the State of New York, located at 177 Hillside Avenue, White Plains, New York 10607.

WHEREAS, Section 119-O of the General Municipal Law permits municipal corporations to enter into agreements for the performance amongst themselves or one for the other of their respective functions, powers and duties on a cooperative or contract basis or for the provision of a joint service; and

WHEREAS, for the purposes of this agreement, the term hereinafter referred to as the Special Weapons and Tactics Unit ("SWAT"), shall mean a unit consisting of police officers from the respective jurisdictions of Ardsley, Dobbs Ferry, Elmsford, Hastings-on-Hudson, Irvington, Tarrytown and Greenburgh, duly formed to effectuate a joint service committed to quickly respond to situations involving barricaded suspects, potentially armed and dangerous suspects and/or to execute high risk arrest and search warrants as well as respond to other situations where the specialized weapons and equipment and advanced tactical training of SWAT Team members would provide an advantage over the weapons, equipment and training that are normally employed by uniformed police officers, thereby potentially reducing the risk of injury to residents and police officers while helping to ensure an overall favorable outcome of the event; and

WHEREAS, the Villages of Ardsley, Dobbs Ferry, Elmsford, Hastings-on-Hudson, Irvington, Tarrytown and the Town of Greenburgh (collectively, the "Municipalities") are members of SWAT; and

WHEREAS, SWAT, as a joint service, is charged with extra-territorial jurisdiction to make arrests and execute warrants within the respective jurisdictions of the Municipalities as necessary for the undertaking of this Agreement; and

WHEREAS, SWAT will be headquartered out of the Greenburgh Police Department; and

WHEREAS, the Villages of Ardsley, Dobbs Ferry, Elmsford, Hastings-on-Hudson, Irvington and Tarrytown and the Town of Greenburgh require that the Municipalities participating in SWAT provide indemnification, representation, warranties and covenants and other matters described in the Agreement for the benefit of the Municipalities;

NOW THEREFORE, BE IT AGREED by and between Ardsley, Dobbs Ferry, Elmsford, Hastings-on-Hudson, Irvington, Tarrytown and the Town of Greenburgh, and their successors and assigns, for the consideration named herein as follows:

5

ARTICLE ONE
Purpose of the Agreement

A. The purpose of this Agreement is to:

1. Maintain a joint Special Weapons and Tactics Team by the Village of Ardsley Police Department, the Village of Dobbs Ferry Police Department, the Village of Elmsford Police Department, the Village of Hastings-on-Hudson Police Department, the Village of Irvington Police Department, the Village of Tarrytown Police Department and the Town of Greenburgh Police Department (hereinafter referred to as "SWAT Team") that will be available to any participating entity in the event of an emergency in accordance with the provisions of this Agreement;
2. Formalize rules and regulations providing for a single team commander, a single set of standard operational procedures, training records maintenance, and the fiscal responsibilities of each agency;
3. Eliminate the need to follow the formal procedure set forth in GML §209-m to request assistance from the other party in the form of personnel and or equipment; and
4. Provide for more efficient utilization of law enforcement resources and services through commitment of police officers from the participating municipalities, in accordance with their capabilities, that would benefit public safety and the safety of police personnel.

ARTICLE TWO
Approval, Duration and Termination

- A. This Agreement shall not be effective until approved by a majority vote, as required by Section 119-O of the General Municipal Law, of the governing body of each Municipality.
- B. The initial term of this Agreement shall be five years, which term shall commence upon the execution of this Agreement by the last signing party. Upon expiration the terms herein shall continue, however, until all legislative bodies have held their respective organizational meetings. At such meetings, this agreement shall be considered for renewal, and if approved by each legislative body, such renewal shall be made effective January 1, 2026.
- C. A Municipality may terminate any rights and obligations under this Agreement at any time by giving thirty days (30) written notice to each of the parties to the Agreement as provided herein.

ARTICLE THREE
Consideration

- A. In exchange for the commitment of police officer(s) by Ardsley, Dobbs Ferry, Elmsford, Hastings-on-Hudson, Irvington and Tarrytown to SWAT, Greenburgh agrees to provide the facilities and the resources of its Police Department to arrange for and provide training; maintain appropriate records of the training completed by each member; secure and distribute equipment and supplies, and otherwise administer SWAT.
- B. Municipalities will be reimbursed from funds appropriated annually by the Town of Greenburgh in its Town Entire Budget under the A.3123 Department. Such reimbursement shall be for overtime expended by the Municipality in connection with training of their members in weapons, equipment and tactics as approved by Greenburgh and directed by the SWAT Team commander. Such reimbursement shall include the overtime hourly rate, the Social Security/Medicare match, Workers'

5

Compensation and New York State Retirement. The amount available for reimbursement to the Municipality shall be calculated by multiplying the number of SWAT officers assigned to the team during the respective year, times \$6,000.00. For example, a Municipality with two (2) officers assigned to the SWAT Team shall have a total of \$12,000.00 available for reimbursement. No reimbursement shall be made for hours involved in actual SWAT operations. Expenses for actual SWAT operations shall be borne by the individual Municipality. Greenburgh shall also be responsible for purchasing all necessary equipment, uniforms, weapons, ammunition, and other required supplies from expense lines set up for this purpose under the A.3123 Department. Any and all other expenses associated with a Municipality's participation in SWAT not specifically mentioned in this Agreement shall be borne by the individual Municipality.

ARTICLE FOUR

Control of Personnel and Equipment

- A. The Incident Commander of the agency responsible for the geographic jurisdiction in which an incident occurs shall be in command of the operation(s) under which the SWAT Team is requested. The SWAT Team Commander shall report to the Incident Commander. SWAT Team members will be under the supervisory control and direction of the SWAT Team structure during incidents and training events. Specifically, during incidents occurring within the Town of Greenburgh, the Incident Commander shall be a member of the Town of Greenburgh Police Department. During incidents occurring within the Village of Dobbs Ferry, the Incident Commander shall be a member of the Village of Dobbs Ferry Police Department. During incidents occurring within the Village of Hastings on Hudson, the Incident Commander shall be a member of the Village of Hastings-on-Hudson Police Department. During incidents occurring within the Village of Irvington, the Incident Commander shall be a member of the Village of Irvington Police Department. During incidents occurring within the Village of Tarrytown the Incident Commander shall be a member of the Village of Tarrytown Police Department. During incidents occurring in the Village of Elmsford the Incident Commander shall be a member of the Village of Elmsford Police Department.
- B. In exchange for the commitment of police officer(s) by the villages of Ardsley, Dobbs Ferry, Elmsford, Hastings-on-Hudson, Irvington and Tarrytown to the SWAT Team, The Town of Greenburgh agrees to provide the facilities and the resources of its police department to arrange for and provide training; maintain appropriate records of the training completed by each member; prepare, submit and maintain all annual budgetary responsibilities; secure and distribute equipment and supplies, and otherwise administer SWAT which includes selecting and providing the Team Commander.
- C. Each party agrees that the selection of the SWAT Team Leaders and members will be made by the SWAT Team Commander.
- D. It is understood that while operating either in training or at a SWAT incident under the command of the SWAT Team Commander or his designee, all team members shall adhere to the SWAT Team Standard Operating Procedures.
- E. Each Municipality agrees to seek and maintain compliance with the provisions of the SWAT Team Certification Program promulgated by the State of New York Municipal Police Training Council (MPTC).

5

ARTICLE FIVE

Privileges and Immunities

- A. To the extent permitted by law, all the powers, duties, rights, privileges and immunities from liability which surround the activities of the SWAT team when performing its functions within the public agency's territorial limits shall apply to the activities of the SWAT team, team members, other police officers or employees, or agency while furnishing tactical assistance outside its territorial limits under the terms of this Agreement.
- B. Specifically, pursuant to sections §119-n(c) and § 119-o GML, law enforcement officers assisting another local government outside their normal geographical area of employment shall have all powers and authority of law enforcement officers in such other jurisdiction as provided by law, including the power of arrest.

ARTICLE SIX

Line of Duty Death or Injury

The effect of the death, injury or disability of any officer who is killed, injured or disabled outside the territorial limits of either participating entity while in the performance of this agreement, shall be the same as if they were killed, injured or were to become disabled while that officer was functioning within its own territorial limits, and such injury or death shall be considered to be in the line of duty.

ARTICLE SEVEN

Insurance

- A. With regard to any activities on property owned or maintained by the respective Municipalities, the Municipalities agree to secure and maintain throughout the term of this Agreement, general liability, property damage and automobile liability insurance sufficient to protect the Municipalities for personal injury, including accidental death, as well as claims for property damage which may arise out of the activities of the SWAT Unit under this Agreement. The amounts of such insurance shall not be less than \$1,000,000 per occurrence.
- B. The respective Municipalities agree to name each other as additional insured parties on all relevant policies and uses. The Municipalities agree to furnish copies of their respective insurance policies with the above insurance requirements to each other, as designated herein, within five (5) business days of the date of execution of this Agreement. The parties agree to report to each other any accident or claim arising out of SWAT Unit activities as soon as possible and not later than three (3) business days from the time of such accident or claim. The parties agree to make available to each other all employees who are witnesses or who are knowledgeable about any accident or claim.

ARTICLE EIGHT

Indemnification and Save Harmless

- A. The **Town of Greenburgh** covenants and agrees at its sole cost to indemnify and hold harmless the Villages of Ardsley, Dobbs Ferry, Elmsford, Hastings-on-Hudson, Irvington and/or Tarrytown, their officers, agents, employees, volunteers, successors and assigns of any and all of the foregoing, harmless from and against all liability, including expenses, attorneys' fees, losses and claims, demands, payments, suits, administrative or judicial actions or proceedings, obligations, debts,

5

damages, costs of assessing damages or losses, litigation costs, recoveries and judgments of any nature and description whatsoever resulting from any claim or claims arising out of any act or omission by the Town of Greenburgh, its officers, agents, employees, volunteers, successors and assigns of any and all of the foregoing arising out of their activities undertaken within the scope of this Agreement.

In the event of any action or proceeding commenced against the Villages of Ardsley, Dobbs Ferry, Elmsford, Hastings-on-Hudson, Irvington and/or Tarrytown, their officers, agents, employees, volunteers, successors and assigns of any and all of the foregoing, which is asserted to be within the indemnification coverage of this Article, the respective Municipality/Municipalities shall give prompt written notice thereof to the Town of Greenburgh as provided herein, and the Town of Greenburgh shall defend same by attorneys and other professionals approved by the respective Municipality/Municipalities-which approval shall not be unreasonably withheld. The Municipalities agree to cooperate with each other as reasonably required for the defense of any such action.

- B. The **Village of Ardsley** covenants and agrees at its sole cost to indemnify and hold harmless the Town of Greenburgh, the Villages of Dobbs Ferry, Elmsford, Hastings-on-Hudson, Irvington and/or Tarrytown, their officers, agents, employees, volunteers, successors and assigns of any and all of the foregoing, harmless from and against all liability, including expenses, attorneys' fees, losses and claims, demands, payments, suits, administrative or judicial actions or proceedings, obligations, debts, damages, costs of assessing damages or losses, litigation costs, recoveries and judgments of any nature and description whatsoever resulting from any claim or claims arising out of any act or omission by the Village of Ardsley, its officers, agents, employees, volunteers, successors and assigns of any and all of the foregoing arising out of their activities undertaken within the scope of this Agreement.

In the event of any action or proceeding commenced against the Town of Greenburgh and/or the Villages of Dobbs Ferry, Elmsford, Hastings-on-Hudson, Irvington and/or Tarrytown, their officers, agents, employees, volunteers, successors and assigns of any and all of the foregoing, which is asserted to be within the indemnification coverage of this Article, the respective Municipality/Municipalities shall give prompt written notice thereof to the Village of Ardsley as provided herein, and the Village of Ardsley shall defend same by attorneys and other professionals approved by the respective Municipality/Municipalities-which approval shall not be unreasonably withheld. The Municipalities agree to cooperate with each other as reasonably required for the defense of any such action.

- C. The **Village of Dobbs Ferry** covenants and agrees at its sole cost to indemnify and hold harmless the Town of Greenburgh, the Villages of Ardsley, Elmsford, Hastings-on-Hudson, Irvington and/or Tarrytown, their officers, agents, employees, volunteers, successors and assigns of any and all of the foregoing, harmless from and against all liability, including expenses, attorneys' fees, losses and claims, demands, payments, suits, administrative or judicial actions or proceedings, obligations, debts, damages, costs of assessing damages or losses, litigation costs, recoveries and judgments of any nature and description whatsoever resulting from any claim or claims arising out of any act or omission by the Village of Dobbs Ferry, its officers, agents, employees, volunteers, successors and assigns of any and all of the foregoing arising out of their activities undertaken within the scope of this Agreement.

In the event of any action or proceeding commenced against the Town of Greenburgh and/or the Villages of Ardsley, Elmsford, Hastings-on-Hudson, Irvington and/or Tarrytown, their officers, agents, employees, volunteers, successors and assigns of any and all of the foregoing, which is

3

asserted to be within the indemnification coverage of this Article, the respective Municipality/Municipalities shall give prompt written notice thereof to the Village of Dobbs Ferry as provided herein, and the Village of Dobbs Ferry shall defend same by attorneys and other professionals approved by the respective Municipality/Municipalities-which approval shall not be unreasonably withheld. The Municipalities agree to cooperate with each other as reasonably required for the defense of any such action.

- D. The **Village of Elmsford** covenants and agrees at its sole cost to indemnify and hold harmless the Town of Greenburgh, the Villages of Ardsley, Dobbs Ferry, Hastings-on-Hudson, Irvington and/or Tarrytown, their officers, agents, employees, volunteers, successors and assigns of any and all of the foregoing, harmless from and against all liability, including expenses, attorneys' fees, losses and claims, demands, payments, suits, administrative or judicial actions or proceedings, obligations, debts, damages, costs of assessing damages or losses, litigation costs, recoveries and judgments of any nature and description whatsoever resulting from any claim or claims arising out of any act or omission by the Village of Elmsford, its officers, agents, employees, volunteers, successors and assigns of any and all of the foregoing arising out of their activities undertaken within the scope of this Agreement.

In the event of any action or proceeding commenced against the Town of Greenburgh and/or the Villages of Ardsley, Dobbs Ferry, Hastings-on-Hudson, Irvington and/or Tarrytown, their officers, agents, employees, volunteers, successors and assigns of any and all of the foregoing, which is asserted to be within the indemnification coverage of this Article, the respective Municipality/Municipalities shall give prompt written notice thereof to the Village of Elmsford as provided herein, and the Village of Elmsford shall defend same by attorneys and other professionals approved by the respective Municipality/Municipalities-which approval shall not be unreasonably withheld. The Municipalities agree to cooperate with each other as reasonably required for the defense of any such action.

- E. The **Village of Hastings-on-Hudson** covenants and agrees at its sole cost to indemnify and hold harmless the Town of Greenburgh, the Villages of Ardsley, Dobbs Ferry, Elmsford, Irvington and/or Tarrytown, their officers, agents, employees, volunteers, successors and assigns of any and all of the foregoing, harmless from and against all liability, including expenses, attorneys' fees, losses and claims, demands, payments, suits, administrative or judicial actions or proceedings, obligations, debts, damages, costs of assessing damages or losses, litigation costs, recoveries and judgments of any nature and description whatsoever resulting from any claim or claims arising out of any act or omission by the Village of Hastings-on-Hudson, its officers, agents employees, volunteers, successors and assigns of any and all of the foregoing arising out of their activities undertaken within the scope of this Agreement.

In the event of any action or proceeding commenced against the Town of Greenburgh and/or the Villages of Ardsley, Dobbs Ferry, Elmsford, Irvington and/or Tarrytown, their officers, agents, employees, volunteers, successors and assigns of any and all of the foregoing, which is asserted to be within the indemnification coverage of this Article, the respective Municipality/Municipalities shall give prompt written notice thereof to the Village of Hastings as provided herein, and the Village of Hastings-on-Hudson shall defend same by attorneys and other professionals approved by the respective Municipality/Municipalities-which approval shall not be unreasonably withheld. The Municipalities agree to cooperate with each other as reasonably required for the defense of any such action.

- F. The **Village of Irvington** covenants and agrees at its sole cost to indemnify and hold harmless the Town of Greenburgh, the Villages of Ardsley, Dobbs Ferry, Elmsford, Hastings-on-Hudson and/or

5

Tarrytown, their officers, agents, employees, volunteers, successors and assigns of any and all of the foregoing, harmless from and against all liability, including expenses, attorneys' fees, losses and claims, demands, payments, suits, administrative or judicial actions or proceedings, obligations, debts, damages, costs of assessing damages or losses, litigation costs, recoveries and judgments of any nature and description whatsoever resulting from any claim or claims arising out of any act or omission by the Village of Irvington, its officers, agents, employees, volunteers, successors and assigns of any and all of the foregoing arising out of their activities undertaken within the scope of this Agreement.

In the event of any action or proceeding commenced against the Town of Greenburgh and/or the Villages of Ardsley, Dobbs Ferry, Elmsford, Hastings-on-Hudson and/or Tarrytown, their officers, agents, employees, volunteers, successors and assigns of any and all of the foregoing, which is asserted to be within the indemnification coverage of this Article, the respective Municipality/Municipalities shall give prompt written notice thereof to the Village of Irvington as provided herein, and the Village of Irvington shall defend same by attorneys and other professionals approved by the respective Municipality/Municipalities-which approval shall not be unreasonably withheld. The Municipalities agree to cooperate with each other as reasonably required for the defense of any such action.

- G. **The Village of Tarrytown** covenants and agrees at its sole cost to indemnify and hold harmless the Town of Greenburgh, the Villages of Ardsley, Dobbs Ferry, Elmsford, Hastings-on-Hudson and/or Irvington, their officers, agents, employees, volunteers, successors and assigns of any and all of the foregoing, harmless from and against all liability, including expenses, attorneys' fees, losses and claims, demands, payments, suits, administrative or judicial actions or proceedings, obligations, debts, damages, costs of assessing damages or losses, litigation costs, recoveries and judgments of any nature and description whatsoever resulting from any claim or claims arising out of any act or omission by the Village of Tarrytown, its officers, agents, employees, volunteers, successors and assigns of any and all of the foregoing arising out of their activities undertaken within the scope of this Agreement.

In the event of any action or proceeding commenced against the Town of Greenburgh and/or the Villages of Ardsley, Dobbs Ferry, Elmsford, Hastings-on-Hudson and/or Irvington, their officers, agents, employees, volunteers, successors and assigns of any and all of the foregoing, which is asserted to be within the indemnification coverage of this Article, the respective Municipality/Municipalities shall give prompt written notice thereof to the Village of Tarrytown as provided herein, and the Village of Tarrytown shall defend same by attorneys and other professionals approved by the respective Municipality/Municipalities-which approval shall not be unreasonably withheld.

- H. The Municipalities agree to cooperate with each other as reasonably required for the defense of any such action.
- I. The Municipalities acknowledge and agree that the provisions of this section are intended to survive termination of this agreement.

ARTICLE NINE

Authority for Execution

The respective representatives of each Municipality, who executed this Agreement on the behalf of their respective Municipal Corporations, are duly authorized and empowered to execute this Agreement.

5

ARTICLE TEN

Notices

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

To Ardsley:

Village Manager Village of Ardsley
507 Ashford Avenue
Ardsley, New York 10502

To Dobbs Ferry:

Village Administrator Village of Dobbs Ferry
112 Main Street
Dobbs Ferry, New York 10522

To Elmsford:

Village Administrator Village of Elmsford
15 South Stone Avenue
Elmsford, New York 10523

To Greenburgh:

Town Supervisor Town of Greenburgh
177 Hillside Avenue
White Plains, NY 10607

To Hastings:

Village Manager Village of Hastings-on-Hudson
7 Maple Avenue
Hastings-on-Hudson, New York 10706

To Irvington:

Village Administrator Village of Irvington
85 Main Street
Irvington, New York 10533

To Tarrytown:

Village Administrator Village of Tarrytown
21 Wilkey Street
Tarrytown, New York 10591

ARTICLE ELEVEN

Waiver

No waiver or any breach or of any condition of this Agreement will be binding unless executed in writing and signed by the party waiving such breach. No such waive shall in any way affect any other term or condition of this Agreement or constitute a cause or excuse for a repetition of such any or other breach unless the waiver shall include the same.

ARTICLE TWELVE
Entire Understanding

This Agreement contains the entire understanding of the parties who hereby acknowledge that there has been, and are no representations, warranties, covenants or understandings other than those expressly set forth herein.

ARTICLE THIRTEEN
Modification

Neither this Agreement, nor any provision hereof, shall be amended or modified, or deemed amended or modified, except by an agreement in writing duly subscribed and acknowledged by all parties to this Agreement with the same formality as this Agreement.

ARTICLE FOURTEEN
Binding Effect

This Agreement shall be binding upon and inure to the benefit of the parties, their heirs, successors and assigns.

ARTICLE FIFTEEN
Legal Interpretation

All matters affecting the interpretation of this Agreement and the rights of the parties hereto shall be governed by the laws of the State of New York.

ARTICLE SIXTEEN
Counterparts

This Agreement may be executed in one or more counterparts by some or all of the parties hereto, each of which counterparts shall be an original and all of which together shall constitute a single agreement. The failure of any party hereto to execute this Agreement, or any counterpart hereof, shall not relieve the other signatories from their obligations hereunder.

IN WITNESS THEREOF, the parties have agreed to the terms and conditions set forth and executed this Agreement, the date and year above written.



**2020/21 MUNICIPAL SNOW AND ICE AGREEMENT SUPPLEMENTAL AGREEMENT AND
ADJUSTMENT/CALCULATION WORKSHEETS**

With our Municipal Snow and Ice Agreements now five-year agreements, DOT no longer needs to approve one-year extensions every year. However, we are still required to adjust the estimated expenditure each year of the contract term to account for changes in labor, materials, equipment, and fixed costs. In years 2 through 5 of each contract, the estimate may require a simple re-calculation or a fully approved and executed contract amendment (also known as a Supplemental Agreement) depending on how light or severe the previous winter was.

The materials for the 2020/21 Municipal Snow and Ice Agreement Adjustment/Calculation Worksheets and Supplemental Agreement Cover are being sent with this letter. The package includes the worksheets themselves, and the Supplemental Agreement Cover document.

The Adjustment/Calculation worksheets will contain specific criteria found near the end to determine whether a Supplemental Agreement will be needed, based on how much the 2020/21 estimate changes from last year.

The completed package shall include the items listed below:

If the Supplemental Agreement Cover is required:

1. Four (4) Supplemental Agreements, with the appropriate fields filled in with original signatures and notary seal on each.
2. Four (4) filled-out and signed Adjustment/Calculation Worksheets.
3. Four (4) Resolutions from the Municipality complete with original signatures and certified with Municipal Seal on each.

If the Supplemental Agreement Cover is NOT required:

1. Three (3) filled-out and signed Adjustment/Calculation Worksheets.

NOTE: if there are other changes that need to be made to the original Agreement, such as a change in lane miles being contracted out, or a change to the map originally provided in the Agreement, or any other changes being made to the terms of the agreement other than revising the estimate, then a completed Supplemental Agreement will be required and need the items listed above.

It is important that the documents be returned to Main Office for processing as soon as possible. Failure to return the completed documents to Main Office by December will result in delays in issuing the correct Interim Payment amount.

If you have any questions regarding Municipal Snow and Ice Agreements, please contact Brian French at Brian.French@dot.ny.gov. Thank you so much.

NYSDOT Municipal Snow & Ice Program

AGREEMENT ADJUSTMENT/CALCULATION WORKSHEET

For Fixed Lump Sum Agreements

2020/21 Snow & Ice Season

Current Contract Period: 7/1/2019 to 6/30/2024

Municipality	VILLAGE OF TARRYTOWN	Contract #	D014797
County	WESTCHESTER	Region	8
Contract LM	9.8		

2019/20 Season's Estimated Expenditure					\$15,604.96	
%	Labor	42.43%	Materials	23.73%	Equipment	33.84%
Value	\$6,621.65		\$3,702.92		\$5,280.39	

LABOR *

Labor Portion of 2019/20 Estimated Expenditure: \$6,621.65

% Labor Increase/Decrease for 2020/21 Season: $\times 0\%$

Additional/Less Labor Costs for 2020/21

Labor Portion of 2020/21 Season Estimated Expenditure	\$ 6,621.65
-------------------------------------------------------	-------------

* Attach Municipality's certification of applicable labor cost increase

MATERIALS

Materials Portion of 2019/20 Extension's Estimated Expenditure: \$3,702.92

	% Materials	2019/20 Total Material \$	I. Proportionate \$ Amount	2020/21 Price Per Unit	2019/20 Price Per Unit	Difference (Show +/-)	II. $\pm \%$	I. x II. Inc/Dec
Salt	100%	\$3,702.92	\$3,702.92	\$56.70	\$65.74	-\$9.04	-13.75%	-\$509.19
Sand								
Other								
Materials Total								\$3,193.73

Materials Portion of 2020/21 Season's Estimated Expenditure	\$3,193.73
-------------------------------------------------------------	------------

EQUIPMENT

Equipment Portion of 2019/20 Estimated Expenditure: \$5,280.39

% Equipment Increase/Decrease for 2020/21 Season: $\times 0.00\%$

Additional/Less Equipment Costs for 2020/21

Equipment Portion of 2020/21 Season Estimated Expenditure	\$5,280.39
-----------------------------------------------------------	------------

SUBTOTAL of Labor + Materials + Equipment	\$ 15,095.77
-------------------------------------------	--------------

FIXED COSTS (fill out if necessary)

Salt Storage (Barns)		_____
DTN Weather Service		_____
Snow Fence		_____
Total Fixed Costs		_____

2020/21 SEASON ESTIMATE

(Labor + Materials + Equipment + Fixed Costs)

\$ 15,095.77**SUMMARY OF COSTS**

	2019/20 \$	%	2020/21 \$	%
Labor	\$6,621.65	42.43%	\$6,621.65	43.86
Materials	\$3,702.92	23.73%	\$3,193.73	21.16
Equipment	\$5,280.39	33.84%	\$5,280.39	34.98
Fixed Costs				
Totals	\$15,604.96	100%	\$15,095.77	100%

A: Original Base Season Estimate from Current Agreement:	\$15,604.96
B: 2020/21 Season Estimate	\$ 15,095.77
Increase or Decrease (B minus A)*	- 509.19

*If an increase is needed for the 2020/21 season, an amendment (Supplemental Agreement) to the contract will be required and will be subject to OSC approval.

Estimate Recommended/Reviewed By: _____
Resident Engineer

Estimate Reviewed By: _____
Municipality

Estimate Approved By: _____
S&I Program Manager

7