

**VILLAGE OF TARRYTOWN
BOARD OF TRUSTEES
WORK SESSION 5:30 P.M.
WEDNESDAY, FEBRUARY 26, 2020
Tarrytown Village Hall
One Depot Plaza, Tarrytown, New York**

Executive Session

5:30 p.m. – Personnel Matter

Board of Trustees Concerns

Executive Session

A. Police Department Rules and Regulations

Open Session

1. Greenburgh Task Force — Lease Renewal
2. Pool Rules
3. Bid Award — Office Cleaning Contract
4. ARB Law
5. Discussion - Workers Compensation and General Liability
6. Proposal — Pierson Park Sinkhole Investigation
7. Updated Application — 29 South Depot Plaza
8. Informational — Request for Continued Support — Neighborhood House
9. Playground Upgrades
10. Kayak Fee
11. Fire Department Membership Changes

Executive Session

- B. Part-time Engineering Intern
- C. Continued Discussion — Board and Committee Appointments
- D. 150th Anniversary Committee — Officers
- E. Part-time Court Officer
- F. Volunteer Portal
- G. Parks

Office License

AGREEMENT OF LICENSE, made as of this 1st day of March , 2020, between Village of Tarrytown, party of the first part, hereinafter referred to as Owner, and Greenburgh Drug and Alcohol Task Force, party of the second part, hereinafter referred to as Licensee,

WITNESSETH: Owner hereby Licenses to Licensee and Licensee hereby hires from Owner the office space in the old Tarrytown Police Headquarters in the building known as old Tarrytown Police Headquarters located at 150 Franklin Street in the Village of Tarrytown, Westchester County, New York, for the term of 36 months (or until such term shall sooner cease and expire as hereinafter provided) to commence on the first day of March, 2020, and ending on the twenty-eighth day of February, 2023, both dates inclusive. Licensee hires from Owner only that portion of the building which is the subject of this license and Owner shall have the right to execute license agreements for other portions of the old Tarrytown Police Headquarters. Both the Owner and the Licensee retains the right to end the license term at any time with or without cause with 90 days notice.

The parties hereto, for themselves, their heirs, distributees, executors, administrators, legal representatives, successors and assigns, hereby covenant as follows:

License Payment and Rental Fee; Fee for Utilities:

1. Licensee shall pay the license fee as above and as hereinafter provided. The Licensee shall also pay a Rental Fee of \$250.00 per month payable upon the 1st day of the month for each month of the license term. Licensee shall also pay for a fee for utilities which will be calculated by multiplying the total utility cost for the building by the percentage of square footage occupied by the Licensee

Occupancy:

2. Licensee shall use and occupy demised premises for official activities of the Greenburgh Drug and Alcohol Task Force and for no other purpose.

Licensee Alterations:

3. Licensee shall make no changes of any nature in or to the demised premises without Owner's prior written consent.

Maintenance and Repairs:

4. Licensee shall, throughout the term of this License, take good care of the demised premises and the fixtures and appurtenances therein. Licensee shall be responsible for all damage or injury to the demised premises or any other part of the building and the systems and equipment thereof, whether requiring structural or nonstructural repairs caused by or resulting from carelessness, omission, neglect or improper conduct of Licensee, Licensee's sub Licensees, agents, employees,

invitees or licensees, or which arise out of any work, labor, service or equipment done for or supplied to Licensee or any sub Licensee or arising out of the installation, use or operation of the property or equipment of Licensee.

Property-Loss, Damage, Reimbursement, Indemnity:

5. Owner or its agents shall not be liable for any damage to property of Licensee or of others entrusted to employees of the building, nor for loss of or damage to any property of Licensee by theft or otherwise, nor for any injury or damage to persons or property resulting from any cause of whatsoever nature, unless caused by or due to the negligence of Owner, its agents, servants or employees. Licensee shall indemnify and save harmless Owner against and from all liabilities, obligations, damages, penalties, claims, costs and expenses for which Owner shall not be reimbursed by insurance, including reasonable attorneys' fees, paid, suffered or incurred as a result of any breach by Licensee, Licensee's agents, contractors, employees, invitees, or licensees, of any covenant or condition of this License, or the carelessness, negligence or improper conduct of the Licensee, Licensee's agents, contractors, employees, invitees or licensees. In case any action or proceeding is brought against Owner by reason of any such claim, Licensee, upon written notice from Owner, will, at Licensee's expense, resist or defend such action or proceeding by counsel approved by Owner in writing, such approval not to be unreasonably withheld.

Occupancy:

6. Licensee will not at any time use or occupy the demised premises in violation of the certificate of occupancy issued for the building of which the demised premises are a part. Licensee has inspected the premises and accepts them as is, subject to the riders annexed hereto with respect to Owner's work, if any. In any event, Owner makes no representation as to the condition of the premises and Licensee agrees to accept the same subject to violations, whether or not of record.

End of Term:

7. Upon the expiration or other termination of the term of this License, Licensee shall quit and surrender to Owner the demised premises, broom clean, in good order and condition, ordinary wear and damages which Licensee is not required to repair as provided elsewhere in this License excepted, and Licensee shall remove all its property. Licensee's obligation to observe or perform this covenant shall survive the expiration or other termination of this License. If the last day of the term of this License or any renewal thereof, falls on Sunday, this License shall expire at noon on the preceding Saturday, unless it be a legal holiday, in which case it shall expire at noon on the preceding business day.

Waiver of Trial by Jury:

8. It is mutually agreed by and between Owner and Licensee that the respective parties hereto shall and they hereby do waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other (except for personal injury or property damage) on any matters whatsoever arising out of or in any way connected with this License, the relationship of Owner and Licensee, Licensee's use of or occupancy of said premises, and any emergency statutory or any other statutory remedy. It is further mutually agreed that in the event Owner commences any proceeding for possession of the premises, Licensee will not interpose any

counterclaim of whatever nature or description in any such proceeding including a counterclaim under Article 4.

IN WITNESS WHEREOF, Owner and Licensee have respectively signed and sealed this License as of the day and year first above written.

Village of Tarrytown

By: _____
Richard Slingerland, Village Administrator

Date: _____, 2020

Notary:

Greenburgh Drug and Alcohol Task Force

By: _____ Date: _____, 2020
Signature

Print Name: _____

Title: _____

Notary:

General Policy

The rules & regulations of the Tarrytown Pool Complex are guidelines that are enforced to ensure the safety and well-being of patrons who visit our pool complex. The complex is a public facility to be enjoyed by the membership and their guests at their convenience, not as a care/babysitting facility. The Village of Tarrytown reserves the right to confiscate, suspend or revoke and membership of any patron who abuses the pool facilities, abuse pool rules or abuse pool staff

1. All persons wishing to enter the pool area, whether they plan to swim or not, must present a valid membership, and pay the appropriate entrance fee, if applicable. A maximum of 2 guests per member per day. All guests must be accompanied by a current member into the pool and/or pool area and pay the appropriate" guest fee. A member must accompany their guest(s) for the entire duration of the guest(s) stay. Guests under the, age of 3 will not be charged a guest fee.
2. Any person wearing a bandage or external medication must obtain permission from the Pool Manager on duty before entering the water. No person with a skin rash or disease of any kind may, enter the water without presenting a written statement from a physician. The statement needs to be given to the Pool Manager attesting to the fact that the swimming will not be harmful to the person afflicted or to others.
3. The Department reserves the right to clear.the pool area during threat of electrical storms, rain or any other potentially hazardous situations. If this occurs, there will be NO refunds for guest fees or single use fees.
4. No solicitation, petitioning, distribution of handbills or other non-Recreation Department activities are permitted inside the pool or recreation complex.
5. Smoking, Alcoholic Beverages or Drug Use of any kind is prohibited. Anyone believed to be under the influence of.any of the aforementioned will be asked to leave and may have their membership revoked or suspended.
6. As per New York State Sanitary Code, urinating, discharge of fecal matter, expectorating or blowing the nose M any swimming pool is prohibited.
0. The Village of Tarrytown cannot be held responsible for e loss or theft of any personal belongings.
7. All food must be consumed in the designated picnic area. No glass containers are permitted in the pool or picnic area.
8. No running, pushing or "horseplay" will be allowed anywhere on the pool deck or in the pools.
9. Nose clips, earplugs, swim goggles and swim masks with no glass or metal component parts are acceptable in the pools.
10. Persons using swim vests or another swim aid must stay in the shallow end of the pool and an adult/guardian must be within arm's length of said person.
11. Toys and balls are permitted in the pool at the discretion of the pool manager on duty.

13. No pets/animals of any kind are permitted in the pool area. Exceptions: documented therapy and/or service animals.
14. Any child 11 years of age or under must be 'accompanied by an adult.
15. Proper bathing attire is required for all patrons. Attire is to be worn in an appropriate manner.
16. Abusive or inappropriate language will not be tolerated.
17. All music cannot be played out loud (headphones are required).

Main Pool, Wading Pool and Lap Lane Regulations

1. There is no diving in any area of the pool. All jumping must be done feet first and facing forward.
2. Please be aware of pool depth markers.
3. Blankets, towels, folding chairs, strollers, baby chairs etc. may be taken to open areas around the pool and may be left no closer than five feet from any pool.
4. Pool deck chairs may only be reserved for a period no longer than 30 minutes. After such time, pool staff reserve the right to remove personal belongings and stow them away for safe keeping in staff offices.
5. Lap lane usage will be set by staff via a posted regular schedule.
6. Lap Lanes are for lap swimming only.
7. No swimmer is granted exclusive use of a lap lane.
8. Swimmers are not permitted to hang or hold on lap lanes or pool rope.
9. A swimmer assessment/swim test may be required for any person age 11 or under.
10. Wading Pool use is restricted to children age 7 and under. Children entering the wading pool must be accompanied by an adult (either in the pool, or alongside it) at all times.
11. All non-toilet trained children must wear swim diapers and a bathing suit. The child may only swim in the wading pool. For sanitary purposes, disposal of diapers in the pool area trash cans is prohibited.
12. Non-toilet trained / diaper wearing children will not be permitted in the main swimming pool.

MAIN POOL COMPLEX HOURS

MONDAY THROUGH FRIDAY 12pm-8pm; SATURDAY AND SUNDAY 10am-8pm
(MAIN POOL WILL CLOSE 15 MINUTES PRIOR to 8pm)

WADING POOL HOURS

MONDAY THROUGH FRIDAY 12pm-7pm; SATURDAY AND SUNDAY 10am-7pm

VILLAGE OF TARRYTOWN
PUBLIC HEARING NOTICE

Chapter 9 - Architectural Review Board

PLEASE TAKE NOTICE that the Board of Trustees of the Village of Tarrytown will hold a public hearing on the 2nd day of December, 2019, at 8:00 p.m. in the Municipal Building, One Depot Plaza, Tarrytown, New York 10591, to hear and consider enacting an amendment to Chapter 9 of the Code of the Village of Tarrytown entitled Architectural Review Board.

A local law to amend Chapter 9 of the Code of the Village of Tarrytown entitled Architectural Review Board to amend the review of certain building permit applications by the Architectural Review Board

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

Section 2. Chapter 9, Section 4. (A) "Referral of applicants for building permits" shall be amended to read as follows:

Chapter 9, Section 4. (A) shall be re-titled - Referral of applicants for building permits or other work for Architectural Review."

Section 3. Chapter 9, Section 4. (A) "Referral of applicants for building permits or other work for Architectural Review" shall be amended to read as follows:

Section 4. (A) Referral of applicants for building permits or other work for Architectural Review:

Except where an application for a certificate of appropriateness must be submitted to the Architectural Review Board pursuant to the Landmark and Historic District Act (Chapter 191, Historic Districts and Landmarks), every application for a building permit shall be referred by the

~~0) There will be construction, reconstruction or alteration of any building or structure that affects the exterior appearance of the building _____ or other structure and is visible from any public street;~~

~~(2) The proposed plans include construction, reconstruction or alteration of any deck or uncovered _____ structure, is visible from any public street and exceeds 2-5 square feet, including steps;~~

~~(3) The proposed plans include construction, reconstruction or alteration of existing windows or security grills that affect the exterior appearance of the building or other structure and are visible from any public street; or~~

~~(1) The proposed plans include construction, reconstruction or alteration of any fence or wall exceeding three feet in height or 20 feet in length that is visible from any public street. **involving**~~

any of the following shall be referred by the Building Inspector to the Architectural Review Board:

ARB review is required for applications requiring Planning Board approval, as well as other projects which are detailed as follows:

1. Construction of a new building
2. Reconstruction or rehabilitation of buildings with prior Architectural Review Board approval , which differs from that prior ARB approval;
3. Renovation or Rehabilitation of buildings that involves more—than replacement or introduction of new exterior features —Nvitli—materials (including but not limited to, windows, doors, shutters, siding, or-garage doors and roofing) that are not of the same kind and style as the existing building, and which are visible from a public street. For example, while replacement of wood double-hung windows with vinyl double hung windows would not require ARB approval, replacement of double-hung windows with casement windows would.
4. All additions of any size for buildings built before 1929. For buildings built in 1929 or later, either: (i) additions to existing buildings where the proposed addition increases the footprint of the existing building by 25% or more or results in a square footage or FAR increase of 50% or more; or (ii) additions of any size that either: (a) introduce new exterior features (including but not limited to, windows, doors, shutters, siding, garage doors and roofing) that are not of the same kind and style as the existing building; or (b) paint that is not

the same color as the existing building. r-r-additions-t-hat-in-erea-s-e-the-existing_huillding_feetorIntis259,4_&rofe_,

5. Fences that are in the front yard (See Schematic Plan (1) or within the required minimum front yard setback (See Schematic Plan (2) and higher than thirty inches (30")).
6. Walls, including retaining walls, that are in a front yard or within the required minimum front yard setback and are visible from a public street.
7. Walls, including retaining walls that are over 30 inches (30") and that are within the required minimum side yard or rear yard setback.
8. Applications for signage or awnings;
9. Applications for a property within the Restricted Retail RR Zone or commercial properties outside the RR Zone involving:

(a) Construction, reconstruction or alteration of any building or structure that affects the portion of the exterior appearance of the building or other structure that is visible from any public street, except applications involving only fences, retaining walls, steps, and /or sidewalks;

(b) Construction, reconstruction or alteration of any deck or uncovered porch that affects the exterior appearance of the building or other structure, is visible from any public street and exceeds 25 square feet such size calculation shall include any steps); or

(c) Construction, reconstruction or alteration of existing/new windows or security grills that affect the exterior appearance of the building or other structure and are visible from any public street.

(d) Painting using different colors than those that exist on the building, that affect the exterior appearance of the building or other structure and are visible from any public street.

4. B. Exceptions that apply in every zoning district except for the RR Zone, historic districts and historic designated structures— Since it is the intent of the Board of Trustees to provide a process for routine maintenance or changes and upgrades to buildings that do not

result in major, detrimental departures from the original construction and design of a structure, applications that are excepted from ARB review include:

1. For buildings built after 1929, additions that do not

increase the footprint of the existing building by 25% or more or result in a square footage or FAR increase of 50% and either: (i) are not visible from a public street; or (ii) do not introduce either: (a) new exterior features (including but not limited to, windows, doors, shutters, siding, garage doors and roofing) that are not of the same kind and style as the existing building; or (b) paint that is not the same color as the existing building.

-far-b-uildings--built-after492-9-(see-seetien-4,-A,-454

2. Fences that are only in the rear yard or side yard setback, less than 48" and not fronting on a street. (Finish of the fence must face the adjoining property.)

3. Walls with Planning Board approvals. untler-Planning-Beard-RevieNN:

4. Walls that are less than 30 inches (30") in height but not within the required minimum side yard or rear yard setback.

a less than 30 inches (30") in height and not within the required

minimum side yard or rear yard setback

5. Steps, and/or sidewalks

6. Painting a building or structure the same colors

ARB Local Law change — version 10 10-25-2019

7. Painting a building or structure and changing colors from the existing colors, provided that the colors are in the Benjamin Moore Historical Color Chart, and the Benjamin Moore White and Off-White Color Charts, as they may be updated from time to time, maintained in the Building Department, or an equivalent color palette that has only slight variations in color hues.

8. Adding storm widows to existing windows without making further changes.

9. Replacement in kind of structures or fences that obtained prior building permit with ARB approvals.

Section 4: The current Section 9-4 (B), (C), and (D) should be renumbered to 9-4 (C), (D) and (E).

Section 5: Supersession of other laws.

All laws, ordinances, rules and regulations of the Village are modified and superseded by this article with respect to their application to parking and enforcement.

Section 6: Severability

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

Section 7: Effective Date

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

4

(1) Indicates building front yard.
(2) Indicates front yard setback.

ROAD CENTERLINE

ROAD CENTERLINE

FRONTAGE ON TWO ROADS

SCHEMATIC PLAN



Village of Tarrytown 2/13/20

Premium History & Budget Projections

Line of Business	2018-2019 Premiums	2019-2020 Premiums	2020-202.1 Estimates.
Package — NYMIR (GL, Prop, Crime, 1M, Auto, Umb, PO, LE)	\$565,459.62	\$579,936.02	\$597,318.36
Capitalization Fee	\$8,001.70	\$8,001.70	-\$16,633.90
Sub-Total	\$573,461.32	\$587,937.72	\$580,684.96
Pollution	\$2,282.57	\$2,337.56	\$2,454.44
Flood	\$6,646.00	\$6,199.00	\$6,793.00
Disability	\$7,542.31	\$7,786.00	\$8,020.00
VFF Cancer Benefit	n/a	\$9,951.50	\$9,951.50
Workers' Comp (not including NYS assessment/fees)	\$732,073.00	\$685,441.00	\$583,490.00 (One-Year Option)
			\$1,178,220 (Two-Year Option)
TOTAL PREMIUMS	\$1,322,005.20	\$1,299,652.78	\$1,191,393.90



Arts, Entertainment &
Exhibits Ports,
Coastal & Waterfront
Real Estate
Development Public
Infrastructure
Transportation
Government
Healthcare Education
Industrial Energy

October 7, 2019

Village of Tarrytown
One Depot Plaza
Tarrytown, New York 10591

Attn: Mr. Richard Slingerland
Village Administrator

[Email: rslingerland@tarrytowngov.com](mailto:rslingerland@tarrytowngov.com)

Re: Proposal for Marine Engineering Services
Pierson Park Sinkhole Investigation
Tarrytown, New York

PROPOSAL 191278— PIERSON PARK SINKHOLE INVESTIGATION

Dear Mr. Slingerland,

McLaren Engineering and Land Surveying P.C. (McLaren) is pleased to submit this proposal to provide professional Waterfront and Marine Engineering Services for the investigation of sinkholes along the Pierson Park esplanade in Tarrytown, New York. The Village of Tarrytown has observed multiple sinkholes form along the inshore edge of the Pierson Park esplanade. As a result of these observations, and ongoing maintenance efforts, the Village has requested McLaren perform a sinkhole investigation, attempt to determine the root cause of the issue, and propose potential rehabilitation approaches.

McLaren will provide inspection phase engineering services as detailed in the proposal below. This scope of work excludes design, third party investigations, environmental permitting, and construction administration services. Following execution of this scope of work, and at the request of the Village, McLaren will provide proposal for additional engineering services based on the rehabilitation and/or additional investigations recommended as a result of the investigation.

The services outlined below are based upon a site meeting attended by representatives of the Village of Tarrytown and McLaren on July 7, 2019, along with subsequent correspondence regarding this scope of work.

SCOPE OF SERVICES

McLaren proposes the following approach to provide the Village of Tarrytown with a sinkhole investigation. As a result of this effort, McLaren and the Village of Tarrytown will be able to define any succeeding phases of work based on observed conditions.

PHASE 1 — SINKHOLE INVESTIGATION

McLaren will review all available existing documents for the project site before performing the site investigation. This will include the review and research of the original construction drawings, dredging history, hydrographic and topographic surveys, inspection reports, maintenance and

M.G. McLaren Engineering
and Land Surveying P.C..

Licensed in:

Phone (201) 775-6000

Offices: New York, New Jersey, Maryland, Florida, Connecticut, California, Georgia, Pennsylvania

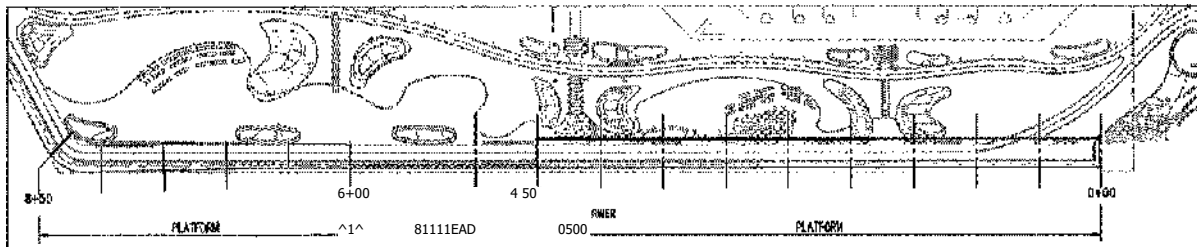
Alabama•Alaska•Arizona•Arkansas•California•Colorado•Connecticut• Delaware. District of Columbia. Florida• Georgia. Hawaii• Idaho• e-mail: mgmclaren@mgmclaren.com
Illinois•Indiana•Iowa•Kansas•Kentucky•Louisiana•Maine•Maryland•Massachusetts•Michigan•Minnesota•Mississippi•Missouri•Montana•Nebraska
www.mgmclaren.com
Nevada•New Hampshire•New Jersey•New Mexico•New York•North Carolina•Ohio•Oklahoma•Oregon•Pennsylvania•Puerto Rico•Rhode
Island•South Carolina•South Dakota•Tennessee•Texas•Trinidad & Tobago•Utah•USVI•Vermont•Virginia•Washington. West Virginia. Wisconsin. Wyoming

On the web:

inspection programs, existing permits, environmental studies and other historical information that will be beneficial in determining the existing characteristics and condition of the Pierson Park waterfront structures.

The investigation will be limited to the 850 linear foot segment the Pierson Park waterfront, abutted to the south by stone revetment and limited to the north by station 8 + 50, as shown below.

Figure 1 Limits of Sinkhole Investigation



McLaren will perform a three-day level of effort investigation of the Pierson Park Esplanade. The level of effort investigation will focus on identifying the root cause of observed sinkholes along the inshore extent of the esplanade. This investigation is intended to provide McLaren and the Village with the information required to develop repair recommendations and/or propose further investigations. For this project, the elements and areas inspected will be adjusted during the investigation based on observed conditions. This will generally include a review of the inshore bulkhead, visual inspection of the platform deck in areas around observed sinkholes, and a topside inspection. Additionally, as discussed with the Village of Tarrytown, McLaren will schedule one day of inspection to coincide with maintenance excavation efforts, coordinated by the Village, at a sinkhole location.

This investigation does not include any budget to provide upland geotechnical investigation services, e.g. test pits, ground penetrating radar, etc. Therefore, if this investigation does not reveal a clear cause for the observed sinkholes further field investigations will be recommended, which may include further geotechnical investigations, as described above.

Once the inspection is complete, McLaren will prepare an investigation report that describes the location and condition of observed sinkholes, details the inspection approach, provides a description of observed conditions, and recommends one or more rehabilitation approach and/or investigation. A rough order of magnitude cost estimate will be included for each recommended rehabilitation approach and/or field investigation program.

Following submission of the draft investigation report, McLaren will also attend one (1) meeting with the Village of Tarrytown to review the draft investigation report.

Assumptions:

- Above and Underwater Inspection will be a three-day level of effort inspection.
- McLaren will be provided access to perform the inspection from the esplanade, which will include cordoning off segments of waterfront to set up a dive station.
- Investigation Report Figures will include a maximum of three figures (Existing Site Plan, Observed Site Plan, and Observation Detail(s)).
- McLaren will provide a Draft Investigation Report for review and comment.
- McLaren will participate in one onsite meeting to discuss the Draft Investigation Report.

IficIL rp

- McLaren will provide one round of revisions to the Draft Investigation Report and shall submit the updated version as the Final Investigation Report.
- Once the Final Investigation Report is submitted, any further revisions requested by the Client will be billed as Additional Services at a Time and Material based on the provided 2019 McLaren Rate Sheet.

Deliverables:

1. Draft Investigation Report
2. Final Investigation Report

ADDITIONAL SERVICES

If during project execution, Additional Services are requested by the Client, all efforts provided by McLaren while completing the requested work will be billed as Additional Services, unless the Village of Tarrytown approves alteration of the budget. Prior to executing any Additional Services McLaren will notify Village of Tarrytown that the requested service is considered Additional Services. If requested by Village of Tarrytown prior to execution of the Additional Services task, McLaren will provide Village of Tarrytown with an Upset Hourly proposal for the requested service prior to executing the work. If a proposal is not requested but Village of Tarrytown requests Additional Services to be performed in writing, McLaren will execute the work on a Time and Materials basis.

Additional Services will be billed on a monthly basis for the duration of the project.

PROJECT FEE

Lump Sum

McLaren proposes to perform the above referenced scope of work on a Lump Sum basis. The fees presented herein are developed from an estimate of the time required to perform the indicated scope of work. McLaren will bill against this Lump Sum fee on a monthly basis based on percent complete.

Phase	Scope	Fee
1	Sinkhole Investigation	34,500
	Total	\$ 34,500
7	Additional Services	\$ **

EXCLUSIONS

Changes in the scope defined above are specifically excluded from the upset hourly fees provided with this proposal. Additional exclusions include:

- City, State, and Federal Permitting
- Design Phase Services beyond tasks defined above
- Procurement Phase Services
- Construction Phase Services
- Field Testing Services including but not limited to geotechnical testing (e.g. borings, test pits, probes, ground penetrating radar)
- Meetings other than those specified in the scope above

HOURLY RATES: Hourly rates defined herein are subject to revision annually April 1".

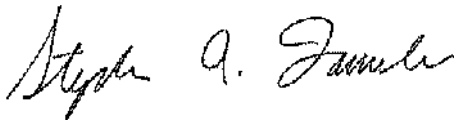
CEO/President	\$295/hr	Staff Engineer	\$115/hr	Proj Administrator	\$ 80/hr
Sr. Vice President	\$275/hr	Engineer I/II	\$105/hr	Intern	\$ 65/hr
Vice President	\$250/hr	CAD/BIM Director	\$150/hr	Principal Surveyor	\$195/hr
Technical Director	\$225/hr	CAD/BIM Mgr	\$140/hr	Lead Survey Tech Specialist	\$175/hr
Principal	\$215/hr	Sr. CAD/BIM Tech.	\$125/hr	Associate Surveyor	\$150/hr
Lead Tech. Specialist	\$195/hr	Proj. CAD/BIM Tech.	\$100/hr	Senior Surveyor	\$125/hr
Senior Associate	\$185/hr	CAD/BIM Tech	\$ 75/hr	Survey Crew Chief	\$105/hr
Associate	\$175/hr	Proj Tech Designer	\$130/hr	Survey Technician	\$ 90/hr
Tech. Spec/Sr. Engineer	\$155/hr	Staff Tech Designer	\$115/hr	Dive Supervisor/PE Diver	\$185/hr
Project Manager	\$155/hr	Technical Designer	\$105/hr	Technician Diver	\$165/hr
Project Engineer	\$130/hr	Project Coordinator	\$ 90/hr	Dive Tender	\$140/hr

This proposal is subject to the terms and conditions that follow and shall remain valid only until November 4, 2019, unless accepted as a contract. Should you find this proposal acceptable, kindly sign and return one copy to serve as our contract. Work shall only commence upon receipt of signed contract.

If this proposal is made subservient to, or subject to the terms of, another contract, we reserve the right to adjust our fees, if appropriate, to compensate for any increase in our work effort or liability.

Very truly yours,

The Office of
M.G. McLaren, P.C.
McLaren Engineering Group



Stephen A Famularo, P.E., D.PE
Vice President, Marine

DAJ/kIc

cc: MGM/RW/DF13/WJW/SAF

ACCEPTED:

For Village of Tarrytown

SPIProposal\A\Propl 90 \ 191278\191278 Marine Muilt Proposal

McLaren
C IIIMUCITTA SM

**M.G. McLaren Engineering
and Land Surveying, P.C.**

TERMS AND CONDITIONS

1. **SERVICES TO BE PROVIDED.** M.G. McLaren Engineering and Land Surveying, P.C. (McLaren), through and by its officers, employees and subcontractors, (hereinafter McLaren) is an independent consultant and agrees to provide Owner, for its sole benefit and exclusive use, consulting services set forth in our proposal. No third party beneficiaries are intended by this agreement.
2. **PAYMENT TERMS.** Owner agrees to pay McLaren's invoice upon receipt. If payment is not received within 30 days from the Owner's receipt of McLaren's invoice, Owner agrees to pay a service charge on the past due amount at the greater of 1% per month or the allowable legal rate, including reasonable attorney's fees and expenses if collected through an attorney. No deduction shall be made from McLaren's invoice on account of liquidated damages unless expressly included in the Agreement. Owner receipt of invoice will be presumed three days after mailing by McLaren first class, with adequate postage attached. Time is of the essence for this provision.
3. **TERMINATION.** Either party may terminate this Agreement without cause upon 30 days prior written notice. This Agreement will terminate automatically upon the insolvency of Owner. In the event Owner requests termination prior to completion of the proposed services, Owner agrees to pay McLaren for all reasonable charges incurred to date and associated with termination of the work, plus a termination fee of 10% of the total fee under this agreement.

If the Project is suspended for more than thirty consecutive days, for reasons other than McLaren's fault, McLaren shall be compensated for services performed prior to such suspension. When the project is resumed, our compensation shall be equitably adjusted.

If Owner abandons the Project for more than ninety consecutive days, McLaren may terminate this Agreement by giving written notice. McLaren shall be compensated for all services performed prior to such abandonment, plus 10% of McLaren total fee under this Agreement, together with reimbursables then due.
4. **STANDARD OF CARE.** McLaren will perform its services using that degree of care and skill ordinarily exercised under similar conditions by reputable members of McLaren's profession practicing in the same or similar locality at the time of service. No other warranty, express or implied, is made or intended by McLaren's proposal or by its oral or written reports.
5. **INSURANCE.** McLaren will effect and maintain insurance to protect themselves from claims arising out of the performance of professional services under this Agreement and caused by any error, omission or negligent act for which we are legally liable. McLaren will maintain this insurance in force, if available, after the completion of professional services under this Agreement until the expiration of any applicable statutes of limitation. In the event there is no such statute specifically applicable to design and construction of improvements to real property, this insurance, if available, shall be maintained in force for a period of six (6) years after the date of substantial completion of the Project as agreed to.

Unless otherwise agreed, McLaren will effect and maintain insurance to protect ourselves from claims under workers' or workmen's compensation acts; from claims for damages because of bodily injury, including personal injury, sickness, disease, or death of any employees or of any other person; from claims for damages because of injury to or destruction of property including loss of use resulting therefrom; and from damage to or destruction of property including valuable papers and records coverage and including loss of use resulting therefrom.

The insurance required above shall be as provided below. McLaren will file certificates of insurance for each type and amount upon request:

Professional Liability Insurance (Errors & Omissions), with a limit of \$2,000,000 for each claim and \$2,000,000 in the aggregate.

Comprehensive General Liability - \$1,000,000 per occurrence, \$2,000,000 Aggregate Bodily Injury and Property Damage; Blanket Contractual All Operations Completed Operations; \$1,000,000 Personal Injury A.B.C., plus \$5,000,000 Excess Liability Umbrella.

Worker's Compensation/Coverage A - Statutory/Coverage B - \$1,000,000

6. **SITE OPERATIONS.** Owner will arrange for right-of-entry with safe access to the property for the purpose of performing project management, studies, tests and evaluations pursuant to the agreed services.

McLaren will take reasonable precautions to minimize damage to the property caused by its operations. Unless otherwise stated in McLaren's proposal, the Contract Sum does not include cost of restoration due to any related damage, unless such damage results directly from McLaren's negligent actions. If Owner requests McLaren to repair such damage, it will be done at an appropriate additional cost to be paid by Owner.

McLaren shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work of the contractor (Work), nor shall McLaren be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents.

7. **UNFORESEEN CONDITIONS OR OCCURRENCES.** It is possible that unforeseen conditions or occurrences may be encountered at the site which could substantially alter the necessary services or the risks involved in completing McLaren's services. If this occurs, McLaren will promptly notify and consult with Owner, but will act based on McLaren's sole judgment where risk to McLaren's personnel is involved. Possible actions could include:

- a. Complete the original Scope of Services in accordance with the procedures originally intended in this Agreement, if practicable in McLaren's judgment;
- b. Agree with Owner to modify the Scope of Services and the estimate of charges to include study of the unforeseen conditions or occurrences, with such revision agreed to in writing;
- c. Terminate the services effective on the date specified by McLaren in writing.

8. **DOCUMENTS.** McLaren will furnish Owner the agreed upon number of written reports and supporting documents. These instruments of service are furnished for Owner's exclusive internal use and reliance, use of Owner's counsel and for regulatory submittal in connection with the project provided for in this Agreement, but not for advertising or other type of distribution, and are subject to the following:

- a. All documents including paper documents and electronic files generated by McLaren under this Agreement shall remain the sole property of McLaren. Any unauthorized use or distribution of McLaren's work shall be at Owner's sole risk and without liability to McLaren.
- b. If Owner desires to release, or for McLaren to provide, our documents to a third party not described above for that party's reliance, McLaren will agree to such release provided McLaren receives written acceptance from such third party to be bound by acceptable terms and conditions similar to this Agreement. Documents provided for disclosure of information only will not require separate agreement. Owner acknowledges and agrees to inform such third party that McLaren's documents reflects conditions only at the time of the study and may not reflect conditions at a later time. Owner further acknowledges that such request creates potential conflict of interest for McLaren and by this request Owner waives any such claim if McLaren complies with the request.
- c. Owner agrees that all documents furnished to Owner or Owner's agents or designees, if not paid for will be returned upon demand and will not be used by Owner or any other entity for any purpose whatsoever. Owner further agrees that documents produced by McLaren pursuant to this Agreement will not be used for any project not expressly provided for in this Agreement without McLaren's prior written approval.
- d. Owner shall furnish documents or information reasonably within Owner's control and deemed necessary by McLaren for proper performance of our services. McLaren may rely upon Owner-provided documents in performing the services required under this Agreement; however, McLaren assumes no responsibility or liability for their accuracy. Owner-provided documents will remain the property of Owner, but McLaren may retain one confidential file copy as needed to support our report.

- a**

claim against McLaren because of this Agreement or the performance or nonperformance of services hereunder. The Owner agrees to include a provision in all contracts with contractors and other entities involved in this project to carry out the intent of this paragraph.

- C. The Owner agrees to limit McLaren's liability and his or her consultants to the Owner and to all Construction Contractors and Subcontractors on the project, due to McLaren's negligent acts, errors, or omissions, such that the total aggregate liability of McLaren to all those named, including legal fees and costs, shall not exceed the value of this contract.

The Owner shall make no claim for professional negligence, either directly or in a third party claim, against McLaren unless the Owner has first provided McLaren with a written certification executed by an independent design professional currently practicing in the same discipline as McLaren and licensed in the State of this project. This certification shall: a) contain the name and license number of the certifier; b) specify each and every act or omission that the certifier contends is a violation of the standard of care expected of an Engineer performing professional services under similar circumstances; and c) state in complete detail the basis for the certifier's opinion that each such act or omission constitutes such a violation. This certificate shall be provided to McLaren not less than thirty (30) calendar days prior to the presentation of any claim or the institution of any mediation or judicial proceeding.

- D. The Owner shall promptly report to McLaren any defects or suspected defects in McLaren's work or services of which the Owner becomes aware, so that McLaren may take measures to minimize the consequences of such a defect. Failure by the Owner, and the Contractors or Subcontractors to notify McLaren, shall relieve McLaren of the costs of remedying the defects above the sum such remedy would have cost had prompt notification been given.
- E. Payments to McLaren shall not be withheld, postponed or made contingent on the construction, completion or success of the project or upon receipt by the Owner of offsetting reimbursement or credit from other parties causing Additional Services or expenses. No withholdings, deductions or offsets shall be made from McLaren's compensation for any reason unless McLaren has been found to be legally liable for such amounts.
- F. If, due to McLaren's error, any required item or component of the project is omitted from McLaren's construction documents, McLaren shall not be responsible for paying the cost to add such item or component to the extent that such item or component would have been otherwise necessary to the project or otherwise adds value or betterment to the project. In no event will McLaren be responsible for any cost or expense that provides betterment, upgrade or enhancement of the project.
- G. All legal actions by either party against the other arising out of or in any way connected with the services to be performed hereunder shall be barred and under no circumstances shall any such claim be initiated by either party after three (3) years have passed from the date McLaren concluded rendering professional services, issuance of the Certificate of Completion or Certificate of Occupancy, whichever is sooner, unless McLaren's services shall be terminated earlier, in which case the date of termination of this Agreement shall be used.
- H. It is intended by the parties to this Agreement that McLaren's services in connection with the project shall not subject McLaren's individual employees, officers or directors to any personal legal exposure for the risks associated with this project. Therefore, and notwithstanding anything to the contrary contained herein, the Owner agrees that as the Owner's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against McLaren, a New York corporation, and not against any of McLaren's employees, officers or directors.
- I. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the Owner nor the Consultant, their respective officers, directors, partners, employees, contractors or sub consultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other incidental, indirect, or consequential damages that either party may have incurred from any cause of action

including negligence, strict liability, breach of contract and breach of implied warranty. Both the Owner and the Consultant shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.

- 1 Because evaluation of the existing structure requires that certain assumptions be made regarding existing conditions, and because some of these assumptions cannot be verified without expending additional sums of money or destroying otherwise adequate or serviceable portions of a structure, the Owner agrees, to the fullest extent permitted by law, to indemnify and hold McLaren harmless from and against any and all damage, liability and cost, including reasonable attorneys' fees and defense costs, arising or allegedly arising out of the professional services under this Agreement, except for the sole negligence or willful misconduct of McLaren.

MCGULLOTJGH, GOLDBERGER & STAUDT, LLP

ATTORNEYS AT LAW

1311 MAMARONECK AVENUE, SUITE

340

WM/TBPLAINS, NEWYORK

10605

FRANK S. MCCULLOUGH,
JR. JAMES STAUDT
LINDA B. WHITEHEAD
BETH M. MANDELBAUM

FRANK S. MCCULLOUGH (19051998)
EVANS V. BREWSTER (19202005)

AMANDA L. BROSZY
DEBORAH A. GOLDBERGER
EDMUND C. GRAINGER, III
PATRICIA W. GURAHIAN
MEREDITH A. LEFF
KEVIN E. STAUDT
STEVEN M. WRABEL

(914) 949-6400

FAX (014) 040-2510

WWW.15110013LLOUGROOLDDBROBR.COM

CHARLES A. GOLDBERGER
KEITH R. BETENSKY
COUNSEL

February 19, 2020

Mayor Drew Fixell and Members of the Board of Trustees
Village of Tarrytown
One Depot Plaza
Tarrytown, New York 10591

Re: Lexington 202 Group, LLC and Collins Enterprises, LLC
29 South Depot Plaza
Tax lot Section 1.70, Block 29, Lot 38

Dear Mayor Fixell and Members of the Board:

We are writing on behalf of Lexington 202 Group, LLC and Collins Enterprises, LLC, (the "Applicants") with regard to the above-referenced property (the "Property") to update you on the Transit Oriented Development proposed for the above property. As you will recall, after discussion with your Board, last year we presented you with a Zoning Amendment Petition to allow for Transit Oriented Development within the ID District provided certain criteria are met. The proposed plan presented allowed for 69 residential units in 3 residential floors over first floor self-storage and retail space. You referred the proposed amendment to the Planning Board for review and recommendation, and also for the Planning Board as Lead Agency to conduct the SEQRA review of the project. We have been reviewing this plan with the Planning Board since that time.

Lexington 202 Group, LLC has recently brought in Collins Enterprises, LLC ("Collins") to join the team as the developer of the multi-family portion of the project. Collins has significant experience with mixed-use and multi-family development, particularly in creating transit-oriented communities. Based upon Collins' review of the project, its location and the area, as well as your Comprehensive Plan, the basic tenets of transit-oriented development, and overall housing needs and need for diversity of housing types in the Village, Collins is now proposing to add an additional story of multi-family residential for a total of 88 units. The building will be a total of 5 stories, with the first floor being non-residential with 4 floors of residential above, with a maximum height of 60 feet. As has been discussed with and requested by the Planning Board, a

Mayor and Members of the Board
 February 19, 2020
 Page 2

roof-top amenity space will be provided for the residents. The revised plans with elevation drawings are included herewith. The units will be a mix of studio, one- and two-bedroom units.

In addition to the new plan for the building, Collins has taken a closer look at the area to maximize the potential parking and pedestrian circulation. We have a draft agreement with Metro-North in relation to the improvement and utilization of its employee parking lot located on S. Depot Plaza and we are continuing to work with Metro-North. Collins has also looked at the Village's Lot B, which provides taxi parking and permit/meter peaking and would like to work with the Village and Metro-North to make improvements to that lot as well, which will also result in additional permit/meter spots being available. The plan also proposes additional parking along S. Depot Plaza (part of the Property) for the building residents. Ultimately, we will show the Planning Board that we have provided parking for the Property at the ratio of approximately 1.2 spaces per unit, which exceeds what is typically found to be needed for TOD development. This does not include any of the Lot B parking which will remain available to the public.

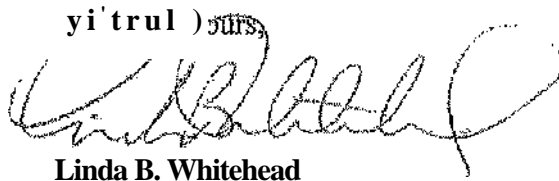
Also provided herewith is a chart we have prepared for the Planning Board listing a number of TOD communities around the area with additional information on parking, density and floor area ratio. We have also included information for the proposed project. As you can see, the project will be similar to other TOD developments in similar communities.

Based upon our discussions with the Planning Board and the Village Attorney, we are also revising the proposed zoning text amendment. The proposal will now be to create a new TOD District rather than allowing for the TOD in the ID District, with the proposed new district to be mapped on our client's property only. The new zone will include a greater parking ratio than the original proposal (1.2 spaces per unit rather than 1 space per unit) and will now include requirements for maximum floor area ratio and density, as well as allowing 5 stories and 60 feet in height. The requirement for mixed use, including non-residential on the first floor, will remain.

The Planning Board and staff asked that we return to the Board of Trustees to present these changes as the project and zoning now differ from what was originally referred. We would like the opportunity to speak with you at your February 26th work session regarding these changes and the benefits we believe this project will bring to the Village.

Enclosures

Thank you for your continued cooperation in this matter.

yi'trul) 
 Linda B. Whitehead

COLLINS ENTERPRISES
Old Greenwich, CT

Depot Plaza
Tarrytown, NY

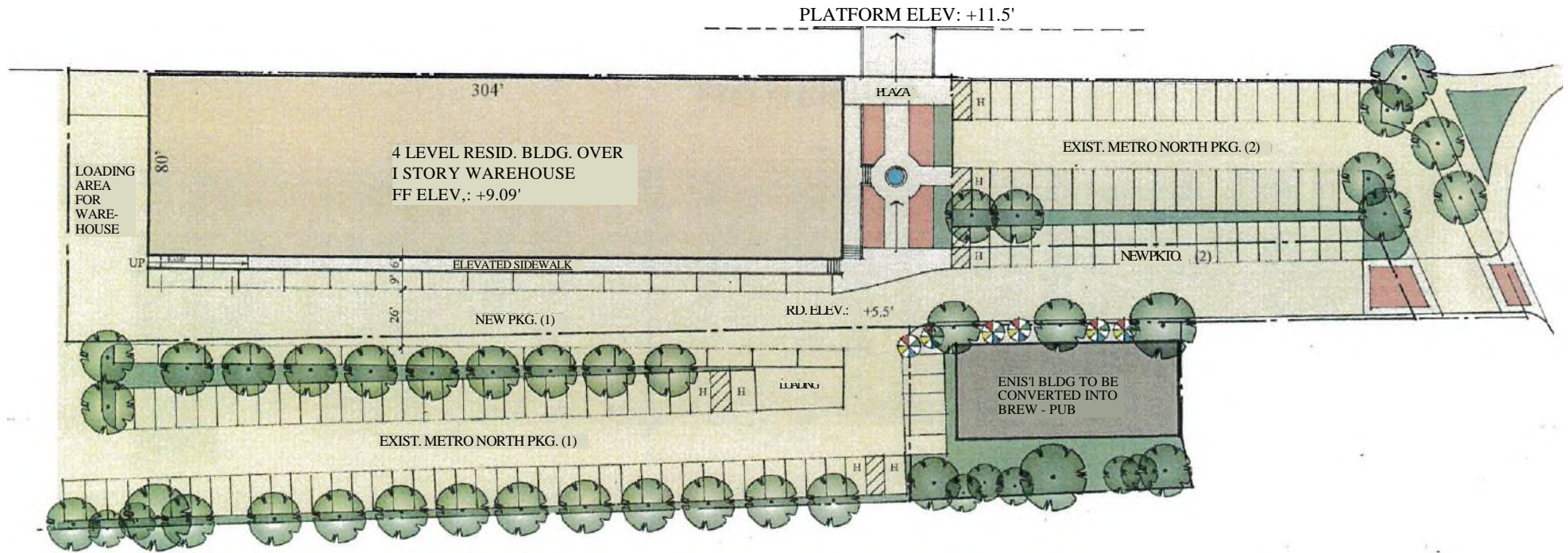
2/19/2020

Parking Ratio Matrix of TOO and in-town Properties

Project	Description	Date	# of Units	ling Spaces	#Spaces per Unit	Actual Occupancy	Notes	Units/Acre	FAR	Notes
	NEW RESIDENTIAL RENTALS OVER SELF-STORAGE	2020	R8				PROPOSED PFT03ECT	75		Excluding storage
Old Greenwich Gables Old Greenwich, CT	Mixed use residential & Office-TOD	1989	167	226	135		177 inside-49 outside, excluding office Collins property-0.06 mile to MNR	18.9	1.57	excludes structured parking 842,000 sf office bldg
2 Winthrop House Greenwich, Cr	Conversion of 1938 apt bide to condo-In-Town	1995	48	33	0.69		14 inside 19 outside Collins property-1.0 mile to MNR	70	2.52	
The Avalon Bronville, NY	Apartments-TOD	1997	110	165	1.5		165 inside, excluding on street Collins property-0.05 mile to MNR	100	1.68	Excludes structured parking
4 Hudson Park Yonkers, NY	Mixed-use residential Sr retail/restaurants-TOD	2003,2008 & 2019	773	805	1.04	0.92	305 in garages, excluding on street Collins property-0.01 mile to MNR	110	2.45	Excludes structured parking
The Avenue at Crestwood Tuckahoe, NY	Mixed-use apartments Si retail-TOD	2015	47	61	130		excluding on-street parking 0.03 miles to MNR	66	1.16	
6 101 Wolfs Lane Pelham, NY	Mixed-use apartments iSt retail-TOD	Unbuilt	56	71	1.22		excluding on-street and adjacent village parking approved w RN report in 2013-0.02 mile to MNR	87	2.93	
7 The Mariner Port Chester, NY	Apartments-In-town	2011	100	150	1.50	1.01	excluding on-street and adjacent village parking 0.20 miles to MNR		2.02	Excludes structured parking
3 The Castle Port Chester, NY	Apartments-TOD	2014	120	184	1.53	1.13	excluding on-street parking 0.15 miles to MNR	105	2.04	Excludes structured parking
9 The Windsor Port Chester, NY	Apartments-In-Town	1996	108	131	1.21	0.93	excluding on-street parking 030 miles to MNR	56	1.41	
1.0 The Light House Port Chester, NY	Apartments-TOD	2016	50	45	092	0.80	excluding on-street parking 0.125 miles to MNR	79	2.01	
Totals &Average			1581	1872	1.18				1.979	AVERAGE WA) DEPOT PLAZA

actual occupancy means maximum occupancy as counted during day and night

METRO NORTH RR (HUDSON DIV.)



PARKING SUMMARY

EXIST. METRO NORTH PKG. (1) :	75
EXIST. METRO NORTH (2)	39
NEW P.KG (1)	31
NEW PKG (2)	19
TOTAL	164 CARS

DEPOT PLAZA
TARRYTOWN,

0 10 20'

COLLINS ENTERPRISES LLC
DO H. CHUNG & PARTNERS

SCHEMATIC SITE PLAN
S: 1" = 20'
DATE: 2-11-20

A - 001



EAST ELEVATION

DEPOT PLAZA
TARRYTOWN, NY.

0 16 32'

COLLINS ENTERPRISES LLC
DO H. CHUNG & PARTNERS

SCHEMATIC ELEVATION
5: 3/64" = E-0"
DATE: 2-5-20

A - 007



WEST ELEVATION (FROM RAILROAD PLATFORM)

DEPOT PLAZA
TARRYTOWN, NY

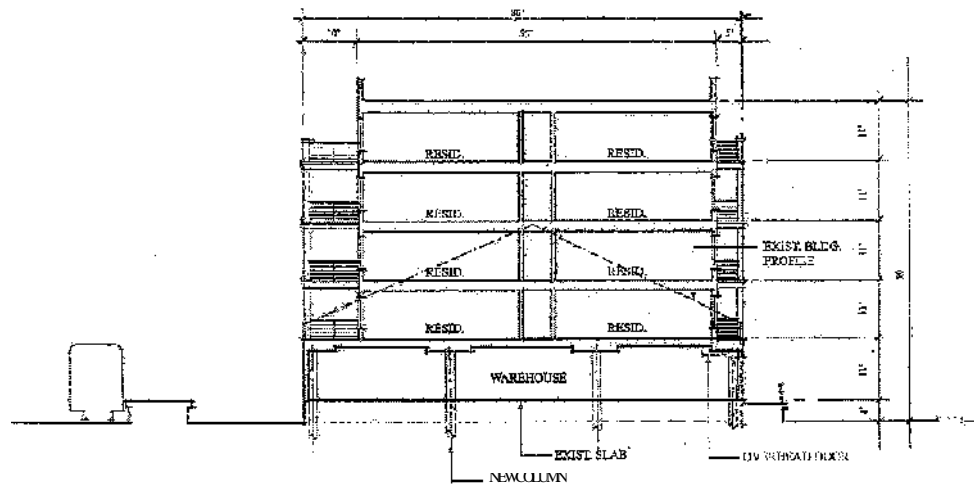
0 16' 32'

COLLINS ENTERPRISES LLC
DO H. CHUNG & PARTNERS

SCHEMATIC ELEVATION

DATE: 1-13-20

A - 006



DEPOT PLAZA
TARRYTOWN, NY.



COLLINS ENTERPRISES LLC
DO IL CHUNG & PARTNERS

BLDG. SECTION
DAM 2-5-2D

FA-005



adventure TURF

SAFETY AND PLAYGROUND SURFACING

Adventure Turf LLC
PO Box 194
Brookfield, WI 53008
Tel: 414.587.5521
Fax: 414.386.4620
www.adventureturf.com

February 18, 2020

Contract ii: 20-0218S

BILLING ADDRESS

Attn: Anthony Ross
Parks Foreman
Village of Tarrytown
aross@tarrytowngov.com
914-598-7115

SERVICE LOCATION

Tarrytown, NY

Please see the attached Summary of Services, Terms, and Conditions v12.15, which is made part of this contract, and includes a description of services.

The following is our comprehensive surface and playground proposal:

Safety Surface Application (up to 3,950 sq. ft.)

- Complete 3.5 inch poured in place system (750 sq. ft. @ \$11.75/sq. ft.) \$8,810.00
- Surface to accommodate a fall height up to 8 ft.
- 3 inch buffing/shock layer.
- 1/4 inch 50/50 black/color wear layer
- Complete 1/2 inch recap system (3,200 sq. ft. @ \$6.40/sq. ft.) \$20,480.00
- 1/2 inch 50/50 color/black wear layer
- Color(s): TBD
- No subbase work included in this contract. Subbase is the responsibility of the owner.
- All materials provided by American Recycling Center

Subtotal \$29,290.00

Freight
Dumpster (estimated)

TOTAL PROJECTED PROJECT COST \$30,690.00

To ACCEPT, Please sign below and Remit signed contract to one of the following:
MAIL: AdventureTurf LTC, PO BOX 194, BROOKFIELD, WI 53008
FAX: (414)386-4620
EMAIL: CONTRACTS@ADVENTURETURF.COM

Questions - Please Contact
Michael Dallmann - (rimer
1414) 587-5521
da linnmiX7A DV ENTURET

Upon signing by both parties, the above prices, specifications, and conditions are satisfactory and hereby accepted. AdventureTurf LLC is hereby authorized to perform the work as specified and a 60% deposit required. If the surface area is greater than the contracted amount specified above there will be an additional charge to the owner based on price per sq. ft. noted above.

Note: All applicable sales tax will be added to final invoice.

Acceptance Signature: _____

Date: _____

Contractor Signature: _____

Date: 2/18/2020



Playground Surfacing



4Pool Decks j. Rubber Tiles 4 Safety Flooring





Quote # 20-5555-D

February 4, 2020

Anthony Ross
Village of Tarrytown
238 W Main St
Tarrytown, NY 10591

Project Name: Pierson Park

Dear: Anthony

We are pleased to offer the following Quote:

Delivered & Installed:

Site preparation shall be by others.

Install up to 4" of "Buffings" and Geo-Textile Fabric on top of 800 SF of customer prepared surface.
Re-Cap over 3350 SF of existing surface with a 1/2" Wear Course (50% Standard Green/50% standard Beige).
Total \$42,076.00

WE DO NOT GUARENTEE ANY FALL HEIGHT ON OLDER SYSTEMS INSTALLED BY OTHERS.

When repairing or Re-Capping safety surface systems installed by others, we do not assume liability for the fall height protection for any others than those we have repaired. We cannot guarantee how long the Re-Cap will hold when adhering to an older system installed by others.

A 60' long parking/staging area must be provided to facilitate work*This price is based upon easy site access.

There are no graphics, designs or patterns included in the pricing.
Standard colors for blending include: Green, Blue, Beige or Terra Cotta Red and Black.

This quote does not include any work other than is indicated.

This DOES include prevailing wages of \$64.15/hr. Should the accepted wage rate be different, the price shall be changed accordingly. This project is not under any union wage or participation. This does not include any sales taxes or permitting fees unless specifically mentioned above. Appropriate Sales Exempt or Sales Tax Resale Certificates must be furnished at the time of order placement otherwise the appropriate tax will be added to your order. There is no site preparation or playground equipment installation included in this quote. Rubber's expansion and contraction can potentially pull apart asphalt unless the entire asphalt area is covered with rubber. We recommend a concrete curb, flush with the top of the asphalt, be installed at the perimeter of the rubber surfacing.

Our terms are 50% deposit due upon ordering and the balance due upon completion of our work unless previous credit terms have been established.

This proposal is not considered to be a contract. The price per SF may change as the square footage, colors, or thickness change from the quoted quantities. This quote is valid for 30 days from above date.

Site Security to be furnished by the purchaser

Sales Representative,

Aithonti Jine,
Playsites Plus Surfaces

103 Brightside Avenue Central Islip, NY 11722 Phone 631-392-0960 Fax 631-392-0959



SYNLawn Of New York
59 Franklin St
New York, NY 10013-4020 US

Issued Date: February 4, 2020

Pierson Park

Estimate ID #: E116966
Project: Pierson Park

Customer
Anthony Ross
238 W Main St
Tarrytown, NY 10591-3671 US

Company: Tarrytown
Title: Parks Foreman
Work Phone: (914) 598-7115
Work Email: aross@tarrytowngov.com

Item	Description	Quantity	Unit	Price	
SYNPour Installation 4' CFH	1 n/a	3200.001	EA	12.00	38,400.00
				<i>Subtotal</i>	38400.00
				<i>Total</i>	38,400.0011

Billing Address
238 W Main. St
Tarrytown, NY 10591-3671 US

Installation Address
238 W Main St
Tarrytown, NY 10591-3671 US

Sales Rep
Gabe Farrell Phone: 212-247-5296
[E-mail: gfarrell@synlawn.com](mailto:gfarrell@synlawn.com)

Notes
1-3 YEAR WARRANTY TBD PENDING SITE VISIT***OPEN
SHOP**2450 SF Existing surface recap of 1" cushion course and
1/2" New EPDM TOP**750 SF NEW WORK 2" Thick surface
including 1/2" EPDM TOP**Gravel Base for 750 SF NEW WORK BY
OTHERS**\$250 ALLOWANCE FOR MATERIALS TO FILL
CRACKS AND HOLES IN EXISTING SURFACE, FINAL AMOUNT
TBD PENDING SITE VISIT**

X

Customer signature

Date

Estimate valid for 30 days after date of issue.

Thank you for your business!

Pro-Techs Surfacing, LLC
P.O. Box 301
Sharon Center, OH 44274
Office# (330)-576-6058
Fax# (330)-576-6786
Cell# (708)-218-8497



Quoted By:	Bill Smith
Quote#:	20200217NYTARTarrytown
Quote Date:	2/17/2020
Customer:	Town of Tarrytown
Attention:	Anthony Ross
Phone Number:	914-598-7115

Job Name: Tarrytown Playground Recap www.pro-techssurfacing.com

Quantity	Maximum Critical Fall Height	Depth (inches)	Description	Unit Price	Amount
750	8 Foot	3.50	Provide & Install 2-Layer Perma Play 50/50 color with Aromatic Binder	\$9.49	\$37,485.50
3,200		0.50	3200 Square Foot Recap 50/50 color with Aromatic Binder		
1			Refuse Disposal if necessary	\$800.00	\$800.00
3			ASTM F1292-13 Impact Attenuation Test - Up to 3 Structures if necessary	\$250.00	\$750.00
				Total	\$39,035.50

Misc: Customer MUST provide security unless otherwise noted in the notes section.

Notes:
This quote does include the cost of Refuse Disposal provided by Pro-Techs Surfacing, LLC. It is the customers responsibility to notify Pro-Techs Surfacing, LLC in writing If theywould like to make other arangments for refuse disposal otherwise, Pro-Techs Surfacing, LLC will assume responsibility and will bill accordingly.

To Be Completed by Customer

Sub-Base Surface <input type="checkbox"/> Concrete <input type="checkbox"/> Asphalt <input type="checkbox"/>	Sub-Base Installed by <input type="checkbox"/> Pro-Techs <input type="checkbox"/> = Other Provider	Specified ASTM F1292 Score(s) Gmax _____ HIC _____
	Prevailing Wage <input type="checkbox"/> Yes <input type="checkbox"/> No	Date Site Will Be Ready _____

Final Detail Checklist

(Please provide the additional information below to complete the quote process, if not already provided.)

_____	Purchase Order Number	Re-confirm Sq Ft	(1) Critical Fall Height(s)
_____	Location Address	Confirm Colors	I Payment Bond(s) Required
_____	Site Contact	Confirm Binder Type	I Job Specs/Drawings/Pictures
I	Tax Exempt Certificate		

This quote is prepared based upon the information provided and is subject to change or modification on the final specs and information noted above.

Page 2

Terms and Conditions: Please Read Carefully!

1. This proposal may be withdrawn if not accepted within (30) days of its issuance. Pro-Techs Surfacing, LLC will consider reasonable requests to engage in negotiations for revisions to this proposal, including signing a subcontract that incorporates the terms and conditions of this proposal. A proposal not accepted within (30) days will be subject to price escalation for materials.
2. All work shall be performed according to industry standards. Areas to receive Pro-Techs Surfacing Systems shall be free and clear of all debris. Any changes to the work that is not within the scope of work, or the terms and conditions of this proposal shall be performed only after execution of a written change order. Total proposal amount is subject to change as this proposal is based on customers drawings, descriptions, and specifications.
3. Prior to commencement of Pro-Techs Surfacing's work: (a) Customer shall inspect all areas, playgrounds, drainage, curbs, concrete, asphalt, and compacted aggregate sub-base receiving Pro-Techs Surfacing Systems for proper: slope, depth, size, compaction (95%), installation, and fall zones to be free from any obstructing or incorrectly installed playground structures and submit written approval to Pro-Techs Surfacing within (10) days of commencement, (b) If customer does not provide written approval at least (10) days prior to commencement of Pro-Techs Surfacing's work, then any incurred costs as a result of inadequate job site conditions will be passed on and accepted by the customer. Fees for crew down time which is not caused by an act of god are \$1000.00 per day. Fee for disposal/dumpster is \$800.00, (c) Any job site condition that does not meet Pro-Techs Surfacing's specification will require correction by the customer or the execution of a separate waiver agreement on the customer's behalf.
4. All work is contingent upon strikes, accidents, acts of god, and delays beyond the control of Pro-Techs Surfacing, LLC.
5. In the event a customer requests a proposal for Aromatic binder and quote becomes an active project; (a) Customer assumes all responsibility for any yellowing/amber hue of the surface, (b) Customer also agrees that payment for the project will not breach the terms and conditions of this proposal.
6. This proposal is not valid until receiving company letterhead purchase order and/or quote is signed and received by Pro-Techs Surfacing, LLC.
7. This proposal is subject to credit review and approval. All credit card payments will incur a 3% processing fee. Past due invoice will be billed at 1.5% per month (18% annum). In the case of any default, customer shall pay Pro-Techs Surfacing, LLC reasonable attorney fees and costs, including those on any appeal even if no suit or action is filed.

0. Payment terms are 50% down upon receipt of purchase order with balance due upon completion.

X

Signature

Print

Date

