

**VILLAGE OF TARRYTOWN
BOARD OF TRUSTEES
WORK SESSION 6:15 P.M.
WEDNESDAY, APRIL 15, 2020**

Location: Zoom Video Conference - To Watch

Visit <https://www.tarrytowngov.com/home/events/28634>

Call-in Number: 1-929-205-6099

Meeting ID: 415 756 398 (then follow the prompts; no response to participant ID is needed)

Any questions prior to the meeting may be emailed to administrator@tarrytowngov.com. If you wish to speak during the meeting, please use the "raise hand" function during the meeting, or press 9 if calling in by phone

Board of Trustees Concerns

Open Session

1. Excavation in Streets
2. Memorial Day Parade
3. Riverside Hose Building Evaluation
4. Enforcement of Parking Meters
5. Car Charger Service Fees

Executive Session

- A. Elizabeth Mascia Child Care Center Capital Discussion
- B. Tarrytown Volunteer Ambulance Corps

Village of Scarsdale, NY
Friday, February 7, 2020

Chapter 256. Streets, Sidewalks and Public Places

Article II. Openings

§ 256-4. Permit required; fees and deposits to be paid.

[Amended 5-13-1980 by L.L. No. 1-1980; 3-14-1989 by L.L. No. 6-1989; 6-28-2016 by L.L. No. 2-2016]

No person shall open or cause to be opened the surface pavement or soil in any portion of the public right-of-way, public easement, park or other public place, without first securing a written permit from the Village Engineer. Prior to the issuance of a permit, the applicant shall pay the fees and deposits fixed by resolution of the Board of Trustees.

§ 256-5. Responsibility for repairs and restoration.

[Amended 5-13-1980 by L.L. No. 1-1980; 3-14-1989 by L.L. No. 6-1989; 6-28-2016 by L.L. No. 2-2016]

In the case of openings for sewers, drains, water, gas, telephone or other public utility purposes, the applicant for the permit is responsible for the temporary repair of the opening within the public right-of-way, public easement, park or other public place and must pay the fees and deposits fixed by resolution of the Board of Trustees. In such case, the Village Engineer, in his discretion, at the time of issuing the permit, may authorize the applicant for the permit to do all the work required for permanent restoration of any opening within said public right-of-way, public easement, park or other public place and pay the fees and deposits fixed by resolution of the Board of Trustees. In the event that the Village Engineer does not authorize the applicant for such permit to do any of the work required for the permanent restoration of the opening within the public right-of-way, public easement, park or other public place, the regular fees fixed by resolution of the Board of Trustees for this purpose shall apply.

§ 256-6. Multiple neighboring openings.

[Amended 5-13-1980 by L.L. No. 1-1980; 3-14-1989 by L.L. No. 6-1989]

In case two or more neighboring openings are made at one time, the Village Engineer may allow the same under one permit, charging therefor only one fee for issuing the permit but separate fees for the restoration and inspections.

§ 256-7. Replacement of concrete slabs.

[Amended 5-13-1980 by L.L. No. 1-1980]

Whenever a concrete slab is cut or broken, the area to be replaced shall include a full slab.

§ 256-8. Replacement of curbing.

[Amended 5-13-1980 by L.L. No. 1-1980; 6-28-2016 by L.L. No. 2-2016]

Any curbing removed by any person shall be reset or replaced. Any person failing to restore curbing to its original condition shall be required to pay an additional fee as fixed by resolution of the Board of Trustees. Any person constructing a new or substantially improved home may be required to install, replace or reset granite curbing along the edge of pavement adjacent to the entire property, as directed by the Village Engineer.

§ 256-9. Additional fees for macadam and concrete sidewalks.

[Amended 5-13-1980 by L.L. No. 1-1980]

In the case of openings made in macadam or concrete sidewalks, a fee as fixed by resolution of the Board of Trustees in addition to any other required fee shall apply.^[1]

[1] *Editor's Note: Current fees are available and on file in the office of the Village Clerk.*

§ 256-10. Limits on multiple openings.

[Amended 5-13-1980 by L.L. No. 1-1980]

In no case shall permits be granted to anyone other than a public service corporation for more than five openings to be made simultaneously.

§ 256-11. Fees and deposits.

[Amended 5-13-1980 by L.L. No. 1-1980; 2-8-2000 by L.L. No. 2-2000]

The following fees and deposits for restoration shall be fixed by resolution of the Board of Trustees pursuant to this section:

A. In the cases of openings in cinder or dirt roadways:

- (1) For permit.
- (2) For restoration.
- (3) Inspection.

B. In the cases of openings in macadam or similarly paved roadways:

- (1) For permit.
- (2) For restoration.
- (3) Inspection.

C. In the cases of openings in concrete roadways or roadways with a concrete base:

- (1) For permit.
- (2) For restoration.

(3) Inspection.

- D. In case openings exceeding four square yards in area are made in the traveled or paved portion of roadways, additional fees for repairs shall be paid for areas in excess of four square yards, at a rate fixed by resolution of the Board of Trustees:

(1) In cinder or dirt roadways.

(2) In macadam or similarly paved roadways.

(3) In concrete roadways or roadways with a concrete base.

E. In the case of openings in macadam sidewalks.

F. In the case of openings in concrete sidewalks.

G. For failure to restore curbing to its original condition.

H. In the case of connections made to the Village sanitary sewer system.

I. In the case of connections made to the Village storm sewer system.

[1] *Editor's Note: Current fees are available and on file in the office of the Village Clerk.*

§ 256-12. Insurance.

[Amended 3-14-1989 by L.L. No. 6-1989; 3-9-2004 by L.L. No. 1-2004]

- A. For street openings, sidewalk openings or any excavation in a public place totaling 500 square feet or less, no permit shall be issued for any such opening until the person desiring to make such opening or the person for whom it is to be made shall furnish to the Village insurance, evidenced by a certificate of insurance naming the Village as additional insured, in form satisfactory to the Village Attorney, with limits for personal injury of not less than \$1,000,000 for any one person and not less than \$3,000,000 for any one accident and not less than \$100,000 for any one accident and \$500,000 in the aggregate for property damage, insuring the Village, its officers, employees and agents against any liability for personal injury or property damage, directly or indirectly resulting from or arising out of the granting of any such permit or any such opening or the method and manner of doing any work permitted or required by any such permit or under this article or any negligent act or omission in connection therewith on the part of the permittee, his employees or agents, provided that a public service corporation may, at its option, file an undertaking, in form satisfactory to the Village Attorney, to indemnify and save harmless the Village, its officers, employees and agents from any such liability, covering all openings made by it.
- B. For street openings, sidewalk openings or any excavation in a public place greater than 500 square feet, no permit shall be issued for any such opening until the person desiring to make such an opening or the person for whom it is to be made shall furnish to the Village a separate Owners and Contractors Protection Policy, in form satisfactory to the Village Attorney, with limits for personal injury of not less than \$1,000,000 for any one person and not less than \$3,000,000 for any one accident and not less than \$100,000 for any one accident and \$500,000 in the aggregate for property damage, insuring the Village, its officers, employees and agents against any liability for personal injury or property damage, directly or indirectly resulting from or arising out of the granting of any

such permit or any such opening or the method and manner of doing any work permitted or required by any such permit or under this article or any negligent act or omission in connection therewith on the part of the permittee, his employees or agents; provided that a public service corporation may, at its option, file an undertaking, in form satisfactory to the Village Attorney, to indemnify and save harmless the Village, its officers, employees and agents from any such liability, covering all openings made by it.

§ 256-13. Compliance required; requirements.

[Amended 3-14-1989 by L.L. No. 6-1989]

The person to whom the permit is issued shall see that the requirements contained in this article are observed.

- A. Any excavation, other than for paving, within the right-of-way shall be made by hand and not by power-driven equipment, unless by special permission of the Village Engineer.
- B. All excavations shall be by open cut, unless by special permission of the Village Engineer.
- C. All trenches shall be backfilled using K-Crete 50 in the traveled way or under sidewalks; trenches outside the traveled way shall be backfilled with K-Crete 50 or with soil tamped in layers not exceeding 12 inches in depth.
[Amended 6-28-2016 by L.L. No. 2-2016]

- D. All work done under any permit issued hereunder, whether directly by the permittee or by others to whom the work is contracted, shall conform to the requirements of the Village Engineer and shall be under full supervision of the permittee, who shall be solely responsible for the work done.
[Amended 6-28-2016 by L.L. No. 2-2016]

- E. The Village of Scarsdale reserves the right to hire a third-party inspection service/inspector to oversee the opening and restoration of any work performed in the public right-of-way, public easement, park or other public place. All fees associated with this service shall be paid by the applicant prior to the issuance of any permit by the Village Engineer.
[Added 6-28-2016 by L.L. No. 2-2016]

- F. At the request of the Village Engineer, the applicant must supply a detailed maintenance and protection of traffic (MPT) plan, as per New York State Department of Transportation standards, showing the area of proposed work, all signage to be installed, detour routes, location of traffic control personnel, proposed lane closures, or any other requirement specified by the Village Engineer. The use of Scarsdale Police Department personnel may be required for additional traffic control. The expense for such personnel usage shall be paid by the applicant. After the Village Engineer approves the MPT plan, the applicant must submit the approved MPT plan to all Village emergency service departments and agencies.
[Added 6-28-2016 by L.L. No. 2-2016]

§ 256-14. Temporary repairs.

[Added 5-13-1980 by L.L. No. 1-1980; amended 3-14-1989 by L.L. No. 6-1989; 6-28-2016 by L.L. No. 2-2016]

The permittee is responsible for the temporary repair of the trench. Temporary trench repair is

to consist of two inches of asphalt concrete placed on top of the K-Crete backfill and level with the existing road surface.

§ 256-15. Time limit for work; closing trench for noncompliance.

[Amended 3-14-1989 by L.L. No. 6-1989]

The Village Engineer may prescribe the time when the work shall be done and the length of time that any trench or other excavation may remain open. He may cause any such trench or opening to be filled up or closed at the expense of the person to whom the permit is issued in case of noncompliance with the terms of such permit or other conditions prescribed at any time by the Village Engineer.

§ 256-16. Permanent trench repair.

[Added 3-14-1989 by L.L. No. 6-1989; amended 6-28-2016 by L.L. No. 2-2016]

Temporary trenches shall be widened a minimum of one foot beyond the original cut or any crack developed from the adjacent pavement settling because of the excavation. Asphalt thickness and materials shall conform to the standard construction details maintained by the Village Engineer. All final pavement restoration limits shall follow the guidelines depicted in the minimum pavement restoration limits diagram as adopted by the Board of Trustees, and amended from time to time. The minimum pavement restoration limits diagram shall be maintained by the Village Engineer. The edges of all trenches shall receive a liberal application of asphaltic emulsion to seal edges.

§ 256-17. Protection around opening.

The person to whom the permit is issued shall maintain sufficient guards, barricades, lights or watchmen to protect persons and property against injury and damage by reason of any such opening.

Continued on next page

Village of Tarrytown, NY
Friday, February 7, 2020

Chapter 259. Streets and Sidewalks

Article I. Excavations in Streets

§ 259-1. Permit required.

No person shall open up, alter the grade of, dig or excavate in the roadbed, pavement or gutters of any street whatever except upon compliance with the provisions herein, and no person shall tunnel under the roadbed of any street, in whole or in part, for any purpose.

§ 259-2. Permit application.

[Amended 5-6-1991 by L.L. No. 5-1991; 9-16-2019 by L.L. No. 9-2019]

Except as provided in § 259-9 hereof, not less than 24 hours prior to the proposed time for such digging or excavating, application shall be made to the Superintendent of Public Works or their designee for a permit therefor. Such application shall state:

- A. The name of the applicant.
- B. The fact that the applicant is either a contractor licensed by the Village or a utility corporation or a plumber or electrician licensed by the Village or a person engaged in some business or occupation whose work required such excavation to be made and whose name has been approved by the Board of Trustees and placed on file with the Superintendent of Public Works or their designee.
- C. The precise place where the applicant desires to dig or excavate, with the distance from the nearest street intersection or from the property abutting the street at the point proposed for excavation.
- D. The purpose of the excavation.

§ 259-3. Cash deposit.

- A. Each application shall be accompanied by a cash deposit with the Village Treasurer of a sum adequate to cover the cost of restoring the street and its pavement, curb and gutter to a condition which meets with the approval of the Superintendent of Highways, computed in accordance with the schedule of such costs from time to time adopted by the Board of Trustees.
- B. The Board of Trustees may dispense with said deposit in the case of any public utility company furnishing service in the Village.

- C. Unless otherwise agreed upon between a public-service corporation and the Village, a public-service corporation may, in lieu of the deposit hereinbefore specified for street openings, file with the Village its agreement, approved as to form by the Village Attorney, good until terminated by said public-service corporation or the Village by resolution of its Board of Trustees, to pay the cost of restoration of the street and its pavement, curb and/or gutter, required by street openings made by said public-service corporation, to a condition which meets the approval of the Superintendent of Highways in accordance with the schedule of costs from time to time adopted by the Board of Trustees, promptly after bills therefor are submitted to said public-service corporation by the Village. The termination of such agreement shall not release said public-service corporation from its obligation therefor accrued thereunder.

§ 259-4. Insurance requirements.

- A. Each application shall be accompanied by a certificate of insurance, in form approved by the Village Attorney, of an insurance company authorized to do business in this state, running to the Village, guaranteeing that the applicant has provided public liability coverage as follows: for property damage, \$1,000,000 per individual and \$1,000,000 per occurrence; and for personal injury, \$1,000,000 per individual and \$1,000,000 per occurrence, to save the Village harmless from all claims, actions and proceedings brought by any person for death, bodily injury or property damage resulting from or occasioned by any fault or default by the person to whom the permit is issued or anyone acting thereunder on his behalf. The policy shall also protect the Village in the sum of \$1,000,000 for any damage to the street, sidewalks, curbs and/or gutters resulting from or occasioned by the deposit of the materials or the acts or operations carried on with respect thereto.
[Amended 5-6-1991 by L.L. No. 5-1991]

- B. A public-service corporation may, in lieu of the insurance hereinbefore specified for street openings, file with the Village Treasurer its agreement, approved as to form by the Village Attorney, good until terminated by said public-service corporation or by the Village by resolution of its Board of Trustees, to indemnify and save harmless the Village from claims, suits, actions, proceedings, losses, injuries, damages and costs of every and any description arising out of or resulting from any act or omission on the part of such public-service corporation under any permit granted to it or from any negligence or faults of such public-service corporation, its contractors, agents, servants or employees in connection with sidewalk, curb or driveway work or repairs or street openings or any work related thereto and to also defend at its expense on behalf of the Village any suits, actions or proceedings which may be instituted against the Village. The termination of such agreement shall not release the obligation of said public-service corporation to the Village theretofore accrued thereunder.

§ 259-5. Obligations of permittees.

- A. The following duties and obligations are imposed upon each person receiving a permit under the provisions of this article:
[Amended 4-4-2011 by L.L. No. 3-2011]
- (1) Immediately upon completion of the work and upon completion of the inspection and approval of the work, the permittee shall backfill the excavation with K-crete in conformance with the Village's typical trench detail.

- (2) The permittee shall not permit the excavation to remain open longer than is strictly necessary for the performance of the work which required the excavation, but in no case shall the excavation remain open for more than 30 days.
[Amended 12-2-2013 by L.L. No. 14-2013]

- (3) Should the permittee fail to properly secure the excavation to a condition acceptable to the Village Engineer and/or Superintendent of Public Works or his/her designee, and after two hours' notice to the permittee to correctly secure the excavation, the Village will secure the excavation at the expense of the permittee, said cost to be deducted from the deposit paid, and any deficiency remaining after such deduction shall be paid on demand by the Village to the permittee. Should the Village determine that the failure to properly secure the excavation poses an immediate danger to the health and safety of vehicles and/or pedestrians, the Village will secure the excavation at the expense of the permittee, said cost to be deducted from the deposit paid, and any deficiency remaining after such deduction shall be paid on demand by the Village to the permittee.

[Amended 12-2-2013 by L.L. No. 14-2013¹¹]

[1] *Editor's Note: This local law also redesignated former Subsection A(3) and (4) as Subsection A(4) and (5), respectively.*

- (4) While the excavation is wholly or partly open or when there exists a depression below the surrounding grade or an elevation higher than such grade because of excess backfill or for other reasons, the permittee shall provide adequate safeguards to the public by erecting a barrier or fence of distinctive type or color marking the outside limits of the affected area and bearing warning signs distinguishable by day and a barricade with flashing lights for the evening hours.
- (5) Should the permittee fail to restore the pavement to a condition acceptable to the Village Engineer and/or Superintendent of Public Works or his/her designee, and after 10 days' notice is provided to the permittee to correct the site of the restoration, the restoration of the pavement, curb and/or gutter to as good condition as it was in prior to the excavating shall be completed by the Village at the expense of the permittee, to be deducted from the deposit made, and any deficiency remaining after such deduction shall be paid on demand by the permittee.

- B. As a condition precedent to receiving a permit hereunder, the applicant shall sign an agreement, endorsed upon the permit, reading substantially as follows:
[Amended 9-16-2019 by L.L. No. 9-2019]

Applicant acknowledges that he has read the provisions of Chapter 259, Streets and Sidewalks, § 259-5, of the Code of the Village of Tarrytown, setting forth the duties and obligations imposed upon the permittee, and as a precedent condition to receiving this permit, applicant agrees to fully and faithfully perform and discharge each and every one of such duties and obligations.

- C. A public-service corporation shall be permitted to do the work of restoration of the pavement, curb and/or gutter to a condition which meets the approval of the Superintendent of Highways in connection with work done by said public-service corporation under any permit issued by the Village.

§ 259-6. Fees.

The fee for each permit hereunder will be in accordance with the schedule of street-opening fees adopted by the Board of Trustees.^[1]

[1] *Editor's Note: Such fees are on file and available for inspection in the office of the Village Clerk during regular office hours.*

§ 259-7. Issuance of permit.

[Amended 12-2-2013 by L.L. No. 14-2013]

When there has been full compliance with the provisions herein stated and no other valid objections have appeared, the Superintendent of Highways will issue a permit to the applicant therefor. Work associated with a permit so issued shall be commenced and be completed within 30 days of the date of issuance of the permit. Should the work not commence and be completed within the thirty-day period, the permit shall automatically be deemed null and void, and the permit fee shall be retained by the Village and not refunded to the permit applicant or the person who paid the fee for the permit. A new permit shall be applied for and a new permit fee paid for the work declared null and void, pursuant to this section.

§ 259-8. Permit to be available at place of excavation.

Each person to whom a permit is issued hereunder must at all times have it available at the place of the excavation and, upon demand, show it to the representative of the Village.

§ 259-9. Emergencies.

A. Application.

- (1) In an emergency, such as the breaking of a main or the stoppage of a sewer line or other condition calling for immediate opening of a street to prevent loss or injury to property, application may be made to the Superintendent of Public Works or their designee or Building Inspector for an emergency permit, in person or by telephone, and authority shall be granted to proceed with the necessary work forthwith.

[Amended 5-6-1991 by L.L. No. 5-1991; 9-16-2019 by L.L. No. 9-2019]

- (2) In case of emergency due to the breakage of pipes or other cause, street openings may be made by a public-service corporation prior to obtaining a permit for a street opening; provided, however, that said public-service corporation shall have filed the required agreement in lieu of cash deposit and evidence of insurance or indemnity agreement as specified in §§ 259-3 and 259-4 of this article and provided further that said public-service corporation shall make application for the necessary street opening not later than 24 hours (Saturdays, Sundays and holidays not included) after said opening has been commenced.

B. Notifying police. If such emergency develops during hours when the Village office is closed, as during the night or on holidays, notification thereof shall be made to the Police Department, in person or by telephone, before proceeding with the street opening.

C. Duties thereafter. It shall be the duty of every person who undertakes to open a street under the provisions of this section to place warning signs, lights and barriers to protect the public and, upon the first day of resumption of regular business at the Village office, to comply with the provisions of §§ 259-2, 259-3, 259-4, 259-5 and 259-6 hereof, or to be held in violation of this article.

§ 259-10. Penalties for offenses.

[Amended 5-6-1991 by L.L. No. 5-1991; 12-2-2013 by L.L. No. 14-2013]

Except where otherwise noted, any person committing an offense against any provision of this chapter shall be guilty of a violation and upon conviction thereof shall be punishable for each offense by a fine of not less than \$250 for the first offense, \$500 for the second offense and no more than \$1,000 for each offense thereafter or by imprisonment for not more than 15 days, or both. Every violation of any provision shall be a separate and distinct offense, and in the case of continuing violations, every day that the violation continues shall be and is deemed to be a separate and distinct offense. In addition, for the infraction of any provision hereof, any permit may be canceled and permission to do similar work may be withheld from the offender for a period of three months from the time of such violation. This penalty is in addition to and not in derogation of or in substitution for, the general penalties provided in Chapter 1, General Provisions, Article II.

RECEIVED

MAR - 9 2020

TARRYTOWN VILLAGE ADMINISTRATOR

**CENTRAL VETERANS COMMITTEE
OF THE TARRYTOWNS**

**PO BOX 814
Sleepy Hollow, NY 10591**

Mayor Drew Fixell
1 Depot Plaza
Tarrytown, NY 10591

We are requesting your permission to hold the Memorial Day Parade on Monday, May 25, 2020. The parade line up will be at 8-9 AM on Main Street. The parade starts at 9 AM and will take 45 minutes to get to Patriot's Park for services.

I can be reached at 914-588-7341

Yours Truly,



Robert Moon
Richard Chulla
Joseph Tanzi

March 5, 2020

Dan Pennella, P.E.
Village Engineer
Village of Tarrytown
One Depot Plaza
Tarrytown, NY 10595

*Re: Professional Services Proposal
Tarrytown Firehouse
176 Franklin St, Tarrytown, New York
Chazen Proposal #PM19-148*

Dear Mr. Pennella:

The Chazen Companies (Chazen) thanks you for the opportunity to present this Professional Services proposal to perform a condition assessment for the Riverside Hose Firehouse located in the Village of Tarrytown, Westchester County, New York (project site).

This proposal is outlined to provide a site visit, structural assessment and written report in response to your request that was sent via email July 12, 2019. The email included a Condition Survey Report dated June 15, 2016 completed by EDG and a sketch dated December 12, 2016 for proposed access opening to the crawl space under the kitchen area. Chazen will consolidate expenses by combining travel to the site with our scheduled visit for the Red Flag Bridge effort that is located nearby.

PROJECT UNDERSTANDING

Chazen has reviewed the documents provided and discussed the issues at the firehouse with the Village Engineer, we understand that the Client desires Chazen to conduct a site visit and respond with recommendations to remedy any structural deficiencies within the existing building. We understand the original firehouse has had a section of inhabitable space constructed later that currently serves as a kitchen space. According to the EDG report, the kitchen section of the building may be experiencing framing and or bracing/support deficiencies. After consultation with the Village, Chazen may be asked to prepare a set of structural construction documents that implements repair solutions, however the scope and professional services fee for the same will be fully identified in a future scope of services.

SCOPE OF SERVICES

TASK 01 – LIMITED BUILDING CONDITION ASSESSMENT

Scope – Chazen will visit the project site to perform a building condition assessment of the visible and accessible portions of the building envelope and structural systems specific to the kitchen area of the existing building. The assessment will correspond to select sections of SEI/ASCE 30-00 and SEI/ASCE 11-99, Preliminary Assessment which includes review of available record documents, performing site visits as required to visually observe the existing conditions using non-destructive means, interviewing village personnel, assessing the observed conditions, identifying deficiencies and proposing concept-level repair or replacement strategies to address those deficiencies.

New York: Hudson Valley • Capital District • North Country • Westchester
Tennessee: Nashville • Chattanooga **Oregon:** Portland

*Chazen Engineering, Land Surveying & Landscape Architecture Co. DPC (NY)
Chazen Engineering Consultants, LLC (TN/OR)*

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Dan Pennella, Village Engineer
March 5, 2020
Page 2 of 3

Chazen will describe the concept-level recommendations in appropriate detail to allow the Client to engage a qualified Contractor to review our recommendations prepare work orders and prepare estimates / quotes. Our concept-level recommendations will not be detailed enough for construction purposes (if engineered drawings or design are required for permit or construction). These services can be provided under an additional services agreement.

Limitations – We assume that the Client will provide free and clear access to the subject structure and only one site visit is required to observe all areas within and around the building.

The assessment will only include non-destructive methods of assessment of the building envelope and structural systems that are accessible and visible at the time of our visit. Repair recommendations will be concept-level only and advanced analysis and design, permitting or construction phase work is outside the scope of this assessment. This assessment does not include destructive insect investigations, code compliance assessments, accessibility requirements, and excludes any mechanical/electrical/plumbing (MEP) assessments. The assessment will not identify or test for environmental or hazardous materials (fuel or gas spills / releases, asbestos-containing materials, lead-based paint, PCBs, etc.).

Deliverables – Chazen will provide the Client with a written report of our observations, assessments, and concept level recommendations and will include a photograph log of conditions. A copy of the report will be delivered electronically in portable document format (pdf).

SUBSTANTIVE REVISIONS

The Scope of Services provided in this proposal was developed based on information available at the time it was prepared, including the known conditions of the site. In the event of project changes (e.g., additional information becomes available, regulatory agencies require additional studies, the extent of the project or its design, etc.) a Professional Services Change Order will be provided to you. Additionally, Client requested changes to the documents after the originals are submitted to regulatory agencies will constitute a change in services and will also require a Professional Services Change Order.

PROFESSIONAL SERVICES FEE SCHEDULE

Chazen proposes to bill each task as indicated in the following Fee Summary Table. Invoices will be issued monthly for all services performed during that month and are payable upon receipt.

Lump Sum tasks will be billed commensurately with the percentage of the task that has been completed.

Reimbursable expenses, which include our direct expenses, such as mileage, overnight mailings, extensive photocopying and map reproductions are included in the task.

FEE SUMMARY TABLE

Tasks		Anticipated Schedule	
Task No.	Task Description	Lump Sum	Task Duration
01	LIMITED BUILDING CONDITION ASSESSMENT	\$2,500	See Task Description
Fee Subtotals		\$2,500	
Total Estimated Fee Budget		\$2,500	

- 1 Projected start and end dates are subject to change and are based on the date from authorization to proceed. Because certain aspects of the project are outside of our control, we cannot guarantee completion of this project without further discussion with the Client.

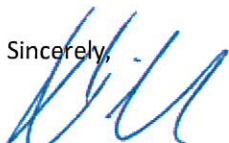
AGREEMENT

Attached please find a copy of our Standard Agreement. Receipt of an executed copy of this Agreement will be our authorization to schedule the performance of this work. Please be aware that the projected task start and completion dates are based upon timely receipt of the signed Agreement. A delay in returning the necessary documents may require modification of the proposed task start and completion dates as described herein. This proposal is valid for 30 days from the date hereof.

Please note that while we have furnished what we believe is a comprehensive and complete scope of services, we are open to dialogue as to how we may modify our proposal to ensure that our services may better meet your needs, and/or how alternate approaches may be implemented.

Please feel free to contact me at (914) 269-5611 / jfusillo@chazencompanies.com if you have any questions. Chazen looks forward to working with you on this project.

Sincerely,



Joseph M. Fusillo, P.E.,
Director, Municipal Engineering

Attachment: Standard Agreement

cc: Joe Lanaro, Chazen
Michael Clark, Chazen
All Proposal CC

3

Professional Services Agreement
Project Name: Tarrytown Firehouse Assessment

Proposal Number: PM19-148
Project Number: _____

AGREEMENT MADE this _____ day of _____ 2020 by and between Chazen Engineering, Land Surveying & Landscape Architecture Co., D.P.C. (CELSLA), a New York design professional corporation with its principal place of business at 21 Fox Street, Poughkeepsie, New York 12601 (hereafter referred to as "The Chazen Companies" or "Chazen") and

The Village of Tarrytown
 (hereafter referred to as "Client").

1. **PURPOSE:** Client hereby retains Chazen to perform the services described in the Proposal For Professional Services dated March 5, 2020 which is hereby made a part of this Agreement.

2. **COMPENSATION:** Chazen's compensation for services shall be as stated in the Proposal For Professional Services. Chazen shall submit invoices on or about the tenth day of each month. Invoices shall be payable upon receipt. Invoices not paid within 30 days will be assessed a finance charge of 1.5% per month. At the beginning of each calendar year Chazen reserves the right to adjust its billing rates in accordance with Chazen's new annual fee schedule. Chazen may suspend its performance under this Agreement until all delinquent amounts due for services and expenses have been paid. All amounts due and owed Chazen under this Agreement shall be paid in full at the completion of services. Chazen may refuse to release reports, maps and materials prepared by Chazen for Client until all arrearages are paid in full. If Chazen is required to retain an attorney and/or collection agency to collect amounts due Chazen under this Agreement, Client agrees to pay Chazen's reasonable attorney's and/or collection fees together with the costs and disbursements of any such action.

☐ A retainer in the amount of \$_____ will be required prior to the initiation of services. This retainer will be held until the end of the project and applied to Client's final invoice. Any excess amount will be returned to Client.

☐ Final payment will be due upon delivery of the final work product (e.g. report, survey, etc.).

3. **COOPERATION:** Client agrees to keep Chazen informed of changes to the project scope and schedule, and shall arrange for and provide Chazen entry to property in order to perform the services. Client shall give Chazen prompt notice of any potentially hazardous or injurious conditions Client knows of or has reason to know of which may be present on property Chazen must enter. Client agrees to allow Chazen to display appropriate promotional signage during construction, and to allow Chazen to make a photographic record of the project prior to, during, and subsequent to construction. Client agrees to allow Chazen to use photographic images, along with information about the project and/or a description of the services provided, for promotional purposes without restriction or monetary compensation.

4. **PROJECT DOCUMENTS:**
 - A. All Documents which may include, but are not limited to, Plans, Specifications, Survey Plats, Technical Reports and Correspondence are instruments of service with respect to this Project, and Chazen shall retain an ownership and property interest therein, including the right to reuse the Documents. The right to alter the Documents belongs only to Chazen.
 - B. Client and Client's contractors or other consultants may rely only upon printed copies (also known as hard copies) of Documents that are signed and sealed by a Licensed Professional employed by Chazen. If there is any discrepancy between printed copies and any electronic copies, the most recent version of the printed and certified copies govern.
 - C. Any electronic copies (files) provided will be provided solely as a convenience and shall NOT be considered "Contract Documents," "Construction Documents" or any type of certified document. All documents considered "Contract Documents," "Construction Documents" or any type of certified document shall consist only of printed copies having an original signature and seal of a Licensed Professional employed by Chazen.
 - D. Be advised that electronic copies of Documents can deteriorate or be inadvertently modified without Chazen's consent, or may be otherwise corrupted or defective. Accordingly, Client and Client's contractors or other consultants may not rely upon the accuracy of any electronic copies of Documents.

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Professional Services Agreement
Project Name: Tarrytown Firehouse Assessment

Proposal Number: PM19-148
Project Number: _____

- E. Any use, conclusion or information obtained or derived from electronic copies of Documents by Client or Client's contractors or other consultants will be at Client's sole risk and without liability to Chazen. Client shall defend, indemnify, and hold harmless Chazen and its officers, directors, representatives and agents from and against all claims, demands, liabilities, causes of action, suits, judgments, damages, and expenses (including attorneys' fees) arising from any use whatsoever or reliance on electronic copies of Documents.
- F. Client understands that Documents are not intended or represented to be suitable for any purpose other than that for which they were created. Any reuse or modification of Documents by Client or Client's contractors or other consultants will be at Client's sole risk and without liability to Chazen. Client shall defend, indemnify, and hold harmless Chazen and its officers, directors, representatives and agents from and against all claims, demands, liabilities, causes of action, suits, judgments, damages, and expenses (including attorneys' fees) arising from any reuse or modification of Documents.
- G. Client understands that it is a violation of New York State Education Law for any person to alter in any way any Document that has been signed and sealed by a Professional Engineer or Land Surveyor, unless he or she is acting under the direction of a licensed Professional Engineer or Land Surveyor and that the altering professional signs and seals the document and describes the alteration.

5. **RISKS, INSURANCE & LIMITATION OF LIABILITY:** Client and Chazen have discussed the risks, rewards and benefits of the project and Chazen's fees for services under this Agreement. Client and Chazen have also discussed the allocation of risk associated with their respective duties under this Agreement and agree, to the fullest extent permitted by law:

- A. Chazen shall carry and maintain Workers Compensation, General Liability, Automobile Liability and Professional Liability insurance. Chazen will provide Client certificates of insurance upon request. Chazen will be responsible for the negligent actions of Chazen, and the employees and subcontractors of Chazen, within the terms and conditions of the insurance coverage maintained by Chazen, subject to the limitation of liability set forth in paragraph 5(C) below. Chazen will not be responsible for any loss or liability, or any violation of law, rule, regulation or decree by Client or the employees, agents, contractors, or consultants of Client.
- B. Chazen agrees that it will not bring hazardous or toxic materials onto Client's property. Client understands that the ordinary course of work performed by Chazen may result in the excavation and relocation of hazardous or toxic materials that were on or under the property before Chazen began its work. Client understands that Client is solely responsible for the cost of investigating, removing, and remediating such materials.
- C. Chazen's liability for claims related to professional services errors or omissions under this Agreement, however arising, shall be limited to the lesser of \$1,000,000 or the total compensation received by Chazen from Client, and Client hereby releases Chazen from any liability or contribution above such amount. This limitation of liability shall include but not be limited to Chazen's negligence, errors, or omissions. In no event shall Chazen be liable for incidental or consequential damages, including loss of profits or revenue resulting from any cause or causes.

6. **TERMINATION:** In the event of substantial failure by either party to perform under this Agreement, the aggrieved party may terminate this Agreement upon seven (7) days written notice. If this Agreement is terminated, Client shall remit all monies due Chazen within 30 days. Chazen at its sole discretion, may terminate this Agreement when it reasonably believes there may be condition(s) which threaten the health and safety of Chazen personnel and subcontractors. Chazen assumes no duty to report hazardous or dangerous conditions not caused by Chazen and shall rely exclusively upon Client to report any such conditions.

7. **SEVERABILITY:** If any provision of this Agreement is held invalid such provision shall have no effect, but all remaining provisions shall continue in full force and effect. Each provision of this Agreement shall be interpreted so as to render it valid.

8. **NOTICES:** All notices shall be in writing and shall be sufficient if sent by first class mail or overnight mail to the addresses of Client and Chazen as shown herein. Notices shall be deemed as received three (3) business days after mailing. Each party hereby agrees to accept all mailed and hand delivered communications.

9. **ENTIRE AGREEMENT:** This Agreement and any attachments and exhibits identified herein represent all of the promises, agreements, conditions, understandings, and undertakings between Client and Chazen.

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Professional Services Agreement

Project Name: Tarrytown Firehouse Assessment

Proposal Number: PM19-148

Project Number: _____

10. **AMENDMENTS:** This Agreement shall bind Client and Chazen and their successors and assigns. The parties may, by written agreement(s), modify and amend this Agreement. Any such amendment must be in writing and be signed by the party against whom enforcement of the amendment is sought. No breach of any part of this Agreement shall be deemed waived unless expressly waived in writing by the party who might assert such a breach. The failure of any party to insist in any one or more instances upon strict performance of this Agreement shall not be construed as a waiver of the right to insist upon strict performance.
11. **GOVERNING LAW:** This Agreement shall be governed and construed by the laws of the State of New York. For purposes of any legal action or suit related to or arising out of this Agreement venue shall be Dutchess County, New York.
12. **COUNTERPARTS:** This Agreement, and any amendments or revisions thereto, may be executed in two or more counterparts each of which shall be deemed an original, but which together shall constitute one and the same instrument(s).
13. **REPRESENTATIONS:** Client and Chazen state that each has full power and authority to make, execute and perform this Agreement. Signatory for Client states that he is an officer, owner, partner, agent or attorney for Client. Neither Client nor Chazen is bankrupt or have availed themselves of any debtor's remedies nor are currently contemplating such.

The Village of Tarrytown
CLIENT _____

THE CHAZEN COMPANIES
Chazen Engineering, Land Surveying
& Landscape Architecture Co., D.P.C.

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Date: _____

Date: _____



HILLMAN & MILEY
CONSULTING ENGINEERS PLLC

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March 7, 2020

Donato R. Pennella, P.E.
Village Engineer/Building Inspector
One Depot Plaza
Tarrytown, N.Y. 10595

Reference: Proposal for Professional Engineering Services
Investigation & Report - Riverside Engine 80 Firehouse Floor
120 Franklin Street, Tarrytown NY

Dear Mr. Pennella:

Following is our proposal for professional structural engineering services.

A. SCOPE OF PROJECT:

The scope of this project is the structural investigation/evaluation of the main floor framing of the rear section of the building. Sinking or settlement has been observed in the finished floor. The floor structure will be accessed through an exterior opening into the crawl space. We assume that the height of the crawl space will be reasonable enough to be able to examine a significant area of the underside of the floor.

B. SCOPE OF SERVICES:

B.1 Investigation and Report:

In general, it our intent to provide structural engineering services for the project as described above. The scope of services to be provided is as follows:

1. One (1) site visit for observations of existing conditions in the crawl space below the main floor.
2. Attempt to ascertain the condition and type of structural framing and foundation walls of the main floor.
3. Review prior inspection reports.
4. Review and analyze original construction drawings or documents, if available.
5. Review record foundation construction documents or other reports for the nearby recent municipal buildings.
6. Consultation with Tarrytown personnel in regard to floor conditions.
7. Evaluation and analysis of collected data.
8. Prepare written report of findings, including basic recommendations/sketches for repair/remediation to structural systems.

B.2 Construction Documents (if requested):

Proposal for final design and preparation of construction documents for repair work can be determined upon completion of investigation and report.

B.3 Construction Phase (if requested):

Proposal for construction phase services can be determined upon completion of investigation and report.

C. ASSISTANCE TO BE SUPPLIED BY CLIENT:

1. Access to and or copies of record construction documents.
2. Previous engineering reports and designs relative to the building.
3. Access to construction documents for the nearby municipal buildings.
4. Access to the interior and crawl space.
5. Drop light and extension wire for use in the crawl space.

D. FEES:**D.1 Investigation and Report:**

Lump Sum Amount: \$4,500.00

D.2 Construction Documents (if requested):

to be determined.

D.3 Construction Phase (if requested):

to be determined.

Structural engineering fees for services not specifically included above shall be invoiced on an hourly basis or an approved lump sum amount.

Hourly Rates:

Principal	\$250.00/hour
Associate	\$245.00/hour
Engineer, PE	\$175.00/hour
Engineer (staff)	\$145.00/hour
Cad	\$120.00/hour

E. EXCLUSIONS:

Excluded from this fee is the cost of:

1. Final design and documents for structural reinforcement recommended in the report.
2. All professional and expeditor services and fees related to filing for permits.
3. Investigatory demolition and testing of any kind.
4. Soil test borings or geotechnical investigations.
5. Special inspection services during construction, if required.
6. Meeting with Board of Directors, building officials or other public/private agencies.
7. Reproductions and Printing/Photos and Overnight delivery.
8. Budget cost estimating.

9. Services not specifically included above.

F. TIME FRAME:

This proposal is valid for thirty (30) calendar days only. All terms are subject to reevaluation after said term expires. A mutually agreeable schedule shall be determined upon acceptance of this proposal.

G. BILLING:

Invoicing will be on a monthly basis, with payment due 30-days from receipt.

H. TERMINATION:

Our services may be terminated upon written notice and payment for all engineering work performed and all outstanding bills and expenses to date.

I. CHANGES IN SCOPE OF SERVICES:

Revisions/changes or additions to Scope of Project or Scope of Services, which necessitates additional work by Hillman and Miley, will be paid for at the hourly rates stipulated or an agreed to lump sum.

J. GENERAL CONDITIONS:

- a. The standard of care for all professional services performed or furnished by Consultant under this Agreement will be the skill and care used by members of Consultant's profession practicing under similar circumstances at the same time and in the same locality. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with Consultant's services. Consultant will conduct its services in accordance with applicable laws.
- b. Client and Consultant each agree to indemnify and hold the other harmless and their respective officers, employees, members, managers, agents and representatives, from and against liability for all claims, losses, damages and expenses, including reasonable attorney's fees to the extent such claims, losses, damages, or expenses are caused by the indemnifying party's or employee's negligent or wrongful acts, errors or omissions. In the event claims, losses, damages or expenses are caused by the joint or concurrent negligence of Client and Consultant, they shall be borne by each party in proportion to its negligence. No principal, partner, member, manager, director, officer or corporate party or affiliate will be personally liable for any such judgement or for breach of this agreement.
- c. Neither party shall be deemed in default of this Agreement to the extent that any delay or failure in the performance of its obligations results from any cause beyond its reasonable control and without its negligence.
- d. Client may terminate this Agreement with seven days prior written notice to Consultant for convenience or cause. Consultant may terminate this Agreement for cause with seven days prior written notice to Client. Failure of Client to make payments when due shall be cause for suspension of services or, ultimately, termination, unless and until Consultant has been paid in full amount due for services, expenses and other related charges. Consultant agrees to continue providing services, if delayed payments are related to invoice items that are a matter of

determining whether the specific professional services are additional services or basic services, provided Client makes payment for those portions of the invoice that are not in question and that both parties are acting in good faith to resolve the issues.

- e. It is acknowledged by both parties that Consultant's scope of services does not include any services related to the presence at the site of asbestos, PCB's, petroleum, hazardous waste or radioactive materials. Client acknowledges that Consultant is performing professional services for Client and Consultant is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous substances as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA).
- f. All documents prepared or furnished by Consultant pursuant to this Agreement are instruments of Consultant's professional service, and Consultant shall retain an ownership and property interest therein. Consultant grants Client a license to use instruments of Consultant's professional service for the purpose of constructing, occupying and maintaining the Project. Consultant shall grant Client ownership of the documents upon full payment of all agreed-to fees pursuant to this agreement. Reuse or modification of any such documents by Client, shall be at Client's sole risk, and Client agrees to indemnify and hold Consultant harmless from all claims, damages and expenses, including reasonable attorney's fees, arising out of such reuse by Client or other acting through Client.
- g. Copies of documents that may be relied upon by Client are limited to the printed copies (also known as hard copies) that are signed or sealed by Consultant. Files in electronic media format or test data, graphic or other types that are furnished by Consultant to Client are only for convenience of Client. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk, when transferring documents resulting from the use of software application packages, operating systems or computer hardware differing from those in use by Consultant at the beginning of this assignment.
- h. If this Agreement provides for any construction phase services by Consultant, it is understood that the Contractor not Consultant, is responsible for the construction of the project, and that Consultant is not responsible for the acts or omissions of any contractor, subcontractor or material supplier; for safety precautions, programs or enforcement; or for construction, means, methods, techniques sequences and procedures employed by the Contractor.
- i. When included in Consultant's scope of services, opinions or estimates of probable construction cost are prepared on the basis of Consultant's experience and qualifications and represent Consultant's judgement as a professional generally familiar with the industry. However, since Consultant has no control over the cost of labor, materials, equipment or services furnished by other, over contractor's methods of determining prices, or over competitive bidding or market conditions. Consultant cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from Consultant's opinions or estimates of probable construction cost.
- j. Client and Consultant agree that they shall first submit any and all unsettled claims, counterclaims, disputes and other matters in question between them arising out of relating to this Agreement to non-binding mediation.

- k. Consultant is protected by professional liability (H&M \$2,000,000 policy), workers compensation and general liability insurance. (Consultant does not own vehicles of any kind in the company name. Vehicles are personally owned and insured per New York State requirements.) Consultant agrees to name Client, as additional insured on its general liability policies and provide Client with a Certificate of Insurance for all coverages. (Client cannot be named as additional insured on a professional liability policy).

K. CONTRACT:

This proposal represents the entire understanding between undersigned **Village of Tarrytown New York** and **Hillman & Miley Consulting Engineers, PLLC** in respect to this project and may only be modified in writing by both parties. In addition, nothing contained in this agreement or otherwise is intended to create a fiduciary relationship between the parties.

L. APPROVAL:

Should this proposal meet with your approval, kindly sign and return one copy. Retain one copy for your files.

Respectfully submitted,
Hillman & Miley Consulting Engineers, PLLC



by: Kevin J. Miley, PE, Principal

KJM:lrh

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Accepted _____ Date _____

April 3, 2020

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

RE: Fire House Addition - Structural Assessment
150 West Franklin Street, Tarrytown, NY

Dear Mr. Slingerland,

We are pleased to submit our fee proposal for engineering services for the structural assessment of the Fire House Addition located at 150 West Franklin Street in Tarrytown, NY. It is our understanding that the Fire House Addition, serving as a kitchen area, approximately 30 to 40 years old, has experienced significant settlement to the point where a noticeable separation has occurred from the original building.

AI Engineers will provide the following services:

A. SCOPE OF SERVICES

I. Field Investigation and Assessment

- AI will visit the project site and observe the structural elements for deterioration and distress. Architectural finishes may need to be removed in order to access the structural elements, this shall be coordinated with village staff.
- All distressed elements will be documented in the structural assessment report.
- A geotechnical investigation and assessment will also be conducted. AI will solicit proposals from qualified geotechnical engineers on behalf of the village as may be necessary to complete our report. This cost will be billed directly to the village.

II. Report and Recommendations

- AI will provide a written report containing the following information:
 - Field observations.
 - Apparent cause of settlement.
 - Recommendations for necessary repairs or “make-safe” measures.
 - Engineer’s estimate of probable cost.

B. SCHEDULE

AI will provide the structural assessment report within six weeks of the receipt of a purchase order from your office.

C. EXCLUSIONS

Our services do not include the following:

- Preparation of detailed construction cost estimates.
- Material testing services.

D. FEES

For our services we will be reimbursed with the following lump sum fees:

• Field Investigation and Assessment:	
Field Investigation	\$1,500
<u>Report</u>	<u>\$5,500</u>
TOTAL	\$7,000

E. DIRECT COST

- Direct Cost to the village:
Geotechnical Investigation (estimated) \$5,000 - \$7,500

We will begin our work upon the receipt of a purchase order or a written authorization to proceed with the work. Our work will be invoiced on a percentage complete basis with payment due within 30 days. Any work not included in our scope which you authorize will be considered extra work and will be invoiced on an hourly rate basis per the attached schedule.

Please contact me at your convenience should you have any questions or need additional information. We look forward to working with you on this important assignment.

Very Truly Yours,

AI Engineers, Inc., P.C.



Anthony Oliveri, PE
Associate Vice President

HOURLY FEE SCHEDULE 2020

Principal:	200.00
Project Manager:	180.00
Project Engineer:	150.00
Associate Engineer:	100.00
Designer:	100.00
Inspector:	100.00

The above rates include actual salary; all benefits, direct and indirect costs, overhead and profit: not included are reproduction costs and overnight express mailing services.

