

**VILLAGE OF TARRYTOWN  
BOARD OF TRUSTEES  
WORK SESSION 6:15 P.M.  
WEDNESDAY, AUGUST 16, 2017  
Tarrytown Village Hall  
One Depot Plaza, Tarrytown, New York**

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Board of Trustees Concerns

Open Session

1. Discussion - Sewer Line – Crest Drive
2. Wilson Park Path – Phase 2
3. AirBnB
4. Fire Department Changes
5. Discussion of Nissan Leaf for Police Department
6. Grant NYS Bridge Fund for New Lights at Losee Field
7. Grant for Paving – Van Wart Avenue
8. Discussion of Engineering Services to Coordinate Disposal of Creosote Poles
9. Discussion for Amending Ordinance re Private Garbage Pickups on Weekends in Downtown (Request from Taco Project)
10. HVAC Contract Award for Senior Center
11. Dredging for Fire Boat
12. Discussion - Purchase of New Fire Boat
13. Amend Fee Schedule for (A) Building Permit Fees (B) Photoshoots
14. Amendment to Code re Charging of Electric Vehicles at Charging Stations
15. Initial Discussion - RFP for H-Bridge
16. Continued Discussion of Fitness Center

Executive Session

- 1A. Police Chief's Request for Administrative Fee for Police Overtime Assignments
- 2A. Recreation/Parks Department Reorganization Plan
- 3A. Code Enforcement Officer
- 4A. Building Inspector
- 5A. Police Department Vacancies

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VILLAGE OF TARRYTOWN INTEROFFICE MEMORANDUM

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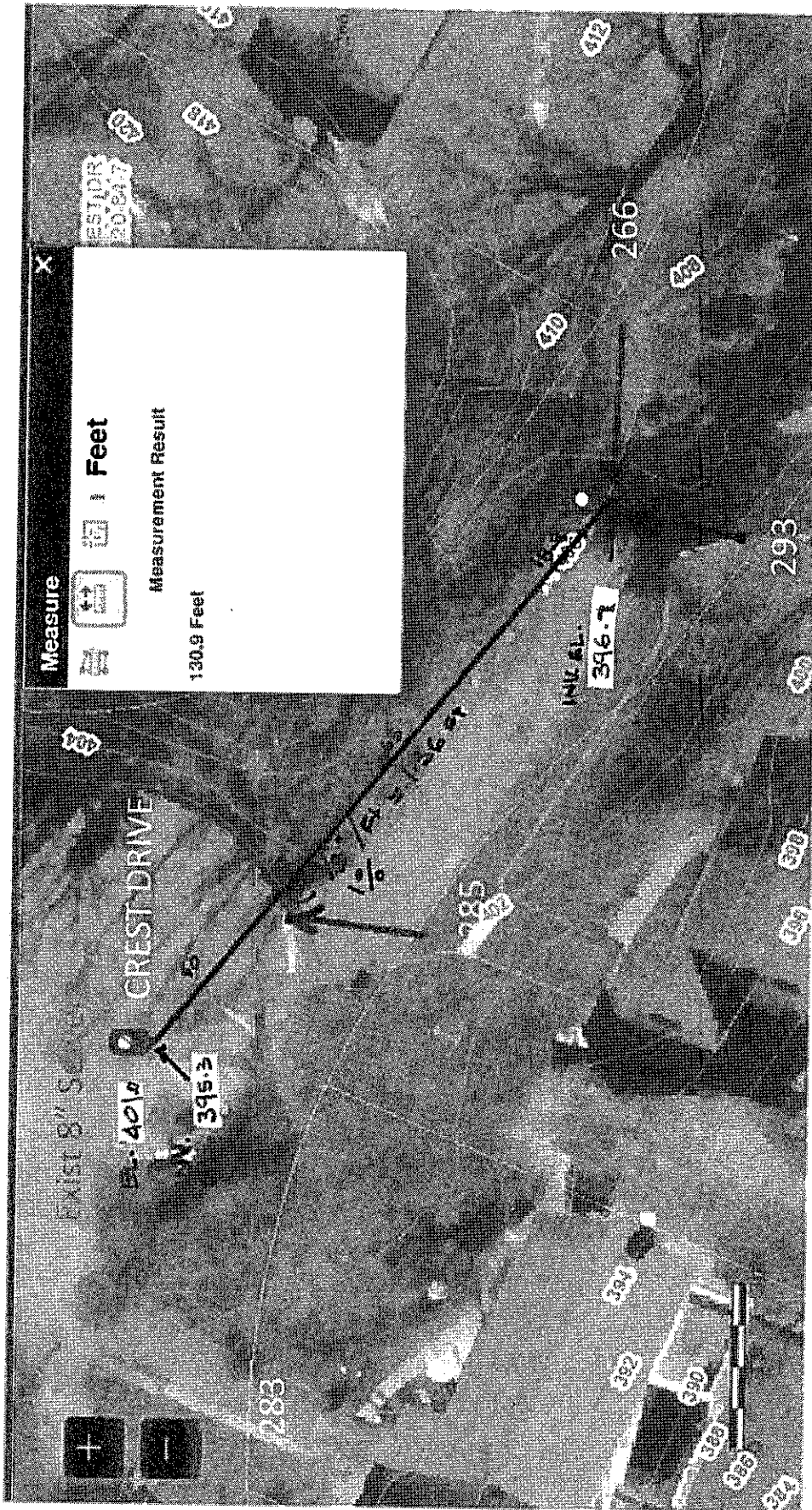
**TO:** Richard L. Slingerland, Village Administrator  
**FROM:** Donato R. Pennella, P.E., Village Engineer  
**RE:** Crest Drive Sewer Main Extension  
**DATE:** August 9, 2017

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As a follow up to our meeting regarding the extension of the sewer main in the cul-de-sac of Crest Drive through the "paper street" as shown in the attached figure the probable cost of construction for performing this work is \$170,000. The sewer extension will be connected to the existing manhole and extend 130 feet southeast through the Village right of way and to the property line of No. 266 Crest Drive. The sewer extension can serve three homes that currently have individual connections to the existing sewer manhole. The area has large out cropping which makes this sewer extension more costly. The cost does not include any work associated with connecting the three individual sewer laterals.

If you have any questions, please contact me.

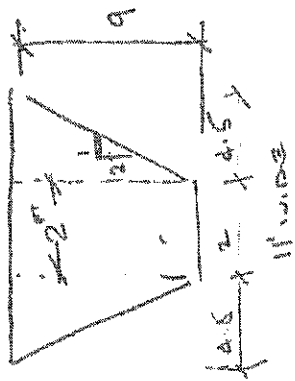
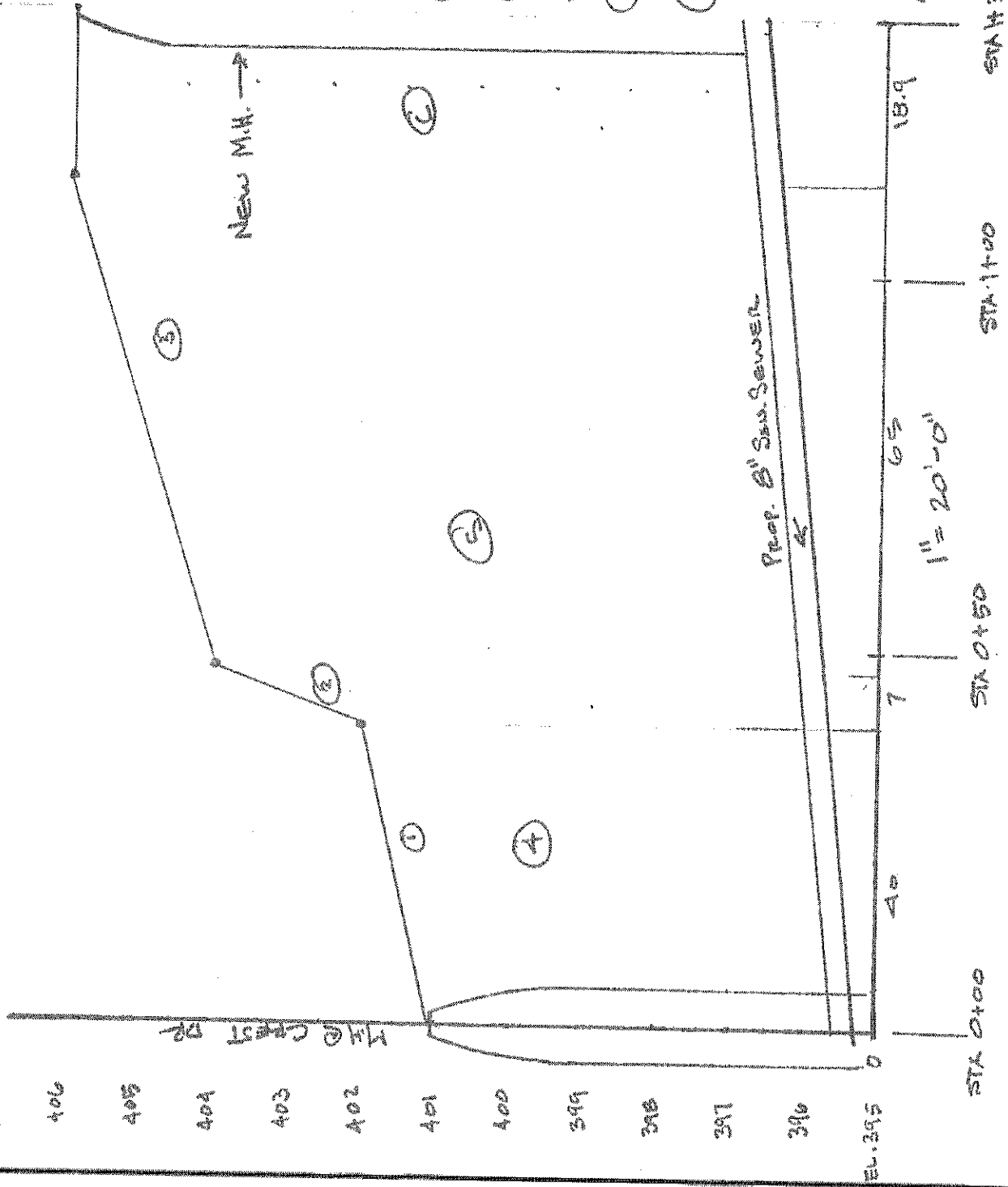
cc: Howard D. Wessells, Superintendent of Public Works



**Title:** Crest Drive Sewer Extension  
**Description:** House No's 266, 285 & 293 Crest Drive  
**Job No.** Sewer Main Extension

Date: 8-8-16  
By: dp  
Checked By: HW/dp

[illegible]



TRENCH  
WIDTH  
↓  
C.F.

EXC.VOL.

① -  $\frac{1}{2} \times 1 \times 40 \times 2 = 40$

② -  $\frac{1}{2} \times 2 \times 7 \times 2 = 14$

③ -  $\frac{1}{2} \times 2 \times 65 \times 2 = 130$

④ -  $6' \times 40 \times 1 = 960$

42 c.y.

Rock

⑤  $9' \times 65 \times 6.5 = 3805$

⑥  $19.5 \times 19 \times 6.5 = 2409$

6,211 c.y.

230 c.y.

BASE  
ASPHALT:

$6' \times 130 \times 8' = 6245$

23 Tons

## Kathy Deufemia

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**From:** Rich Slingerland <richslingerland@icloud.com>  
**Sent:** Friday, June 30, 2017 6:51 PM  
**To:** Richard Slingerland; Kathy Deufemia  
**Subject:** Fwd: Wilson Park phase 2

For Work Session

Sent from my iPhone

Begin forwarded message:

**From:** Rich Slingerland <[richslingerland@icloud.com](mailto:richslingerland@icloud.com)>  
**Date:** June 29, 2017 at 5:09:42 PM EDT  
**To:** karen brown <[cageybeez@live.com](mailto:cageybeez@live.com)>  
**Subject: Re: Wilson Park phase 2**

Karen:

You're welcome. Thank you for your kind note.

I understand the difficulty of having complaints from neighbors and your own concerns about the pathways. Sometimes projects like these have to be organic in order to see the next steps more clearly (basically saying okay, we did that part, now we really do need the next step).

I can put it on the next Work Session for July 12 so that the Board can discuss.

Best regards,

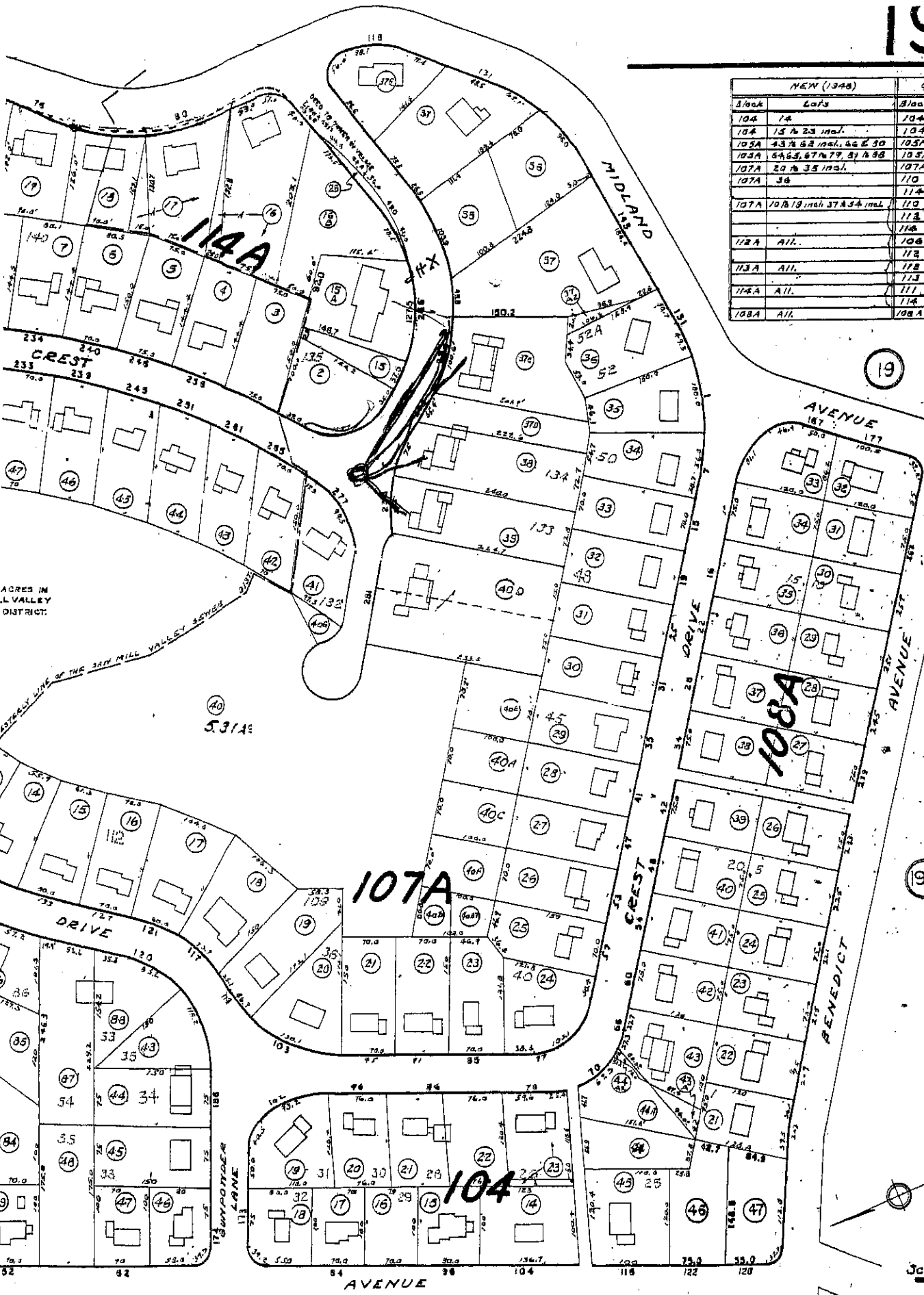
Rich

Sent from my iPhone

On Jun 29, 2017, at 3:18 PM, karen brown <[cageybeez@live.com](mailto:cageybeez@live.com)> wrote:

Dear Rich, first I want to thank you for being so responsive and well, nice to me throughout the WP project. The path looks quaint and I must admit, I have taken to walking on it when the grass is wet. But you know how it is when you get new flooring; you see the walls need to be painted too. Now that we have a path across the park, it is evident that we need one down to the Lake trail too. Otherwise, we are left with what looks like an unfinished, "what exactly were they thinking" project. As I suspected people are entering the park off McKeel and walking across the park only to find themselves in a neighborhood with no outlet. I kid you not, last weekend I drove 2 lost soaking wet Vietnamese girls back to EF and directed another group home just yesterday. Can we please put

NEW (1948)		OLD (1947)	
Block	Lots	Block	Lots
104	14	104A	14 E 12A
104	15 to 23 incl.	104	Same.
105A	43 to 52 incl. 44 & 50	105A	Same.
105A	54, 55, 57 to 79, 81 & 98	105A	79
107A	20 to 35 incl.	107A	Same.
107A	36	110	7 & 10
		114	1A
107A	10 to 19 incl. 37 & 34 incl.	110	17 & 19 incl.
		112	Part 7.
		114	Part of 1.
112A	All.	106	All.
		112	Part.
113A	All.	112	Part.
		113	All.
114A	All.	111	All.
		114	Part of 1.
108A	All.	108A	Same.



ACRES IN  
L. VALLEY  
DISTRICT

TARRYTOWN  
SCALE: 1"=150'

## Kathy Deufemia

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**From:** Richard Slingerland  
**Sent:** Friday, July 21, 2017 1:43 PM  
**To:** Kathy Deufemia  
**Cc:** Karen Brown (External)  
**Subject:** Work Session: FW: Thoughts about AirBnB

Kathy:

Please include with the Work Session materials for August 16.

Thank you,

Rich

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

-----Original Message-----

From: karen brown [<mailto:cageybeez@live.com>]  
Sent: Friday, July 21, 2017 10:23 AM  
To: Drew Fixell (external) <[drew.fixell@gmail.com](mailto:drew.fixell@gmail.com)>  
Cc: Richard Slingerland <[rslingerland@tarrytowngov.com](mailto:rslingerland@tarrytowngov.com)>  
Subject: Thought about AirBnB

A concern of mine is what allowing Airbnb would do to our housing inventory. A solution might be that any legal residence can engage in a short term rental >30 days- a low amount of times each year, say five. It cannot be argued that this reg harms a landlord because there is no shortage of renters for apartments.

Owner occupied units like a room in someone's house are not subject to that rule. Just the hotel tax.

Rich can you put this email into the discussion of Airbnb when we finally get around to having it. Thanks – Karen Sent from my iPhone



this on an upcoming agenda? Or is the planning board the right place for this? It will require spending so I would think BOT is at least the place to start.

Our mantra these days is Tarrytown Connected. This project fits squarely into that goal. Let's talk after the holiday. Thanks-Karen

#### Air BnB ideas

- 1) Parking must be considered: must demonstrate availability of parking either on site (or on nearby site) or located in neighborhood in which parking is readily available (village may have to designate parking-problem neighborhoods where on-site parking is required). There doesn't seem to be a way to deal with notion that some renters won't have cars, but I'm open to ideas.
- 2) One airbnb unit only per site for 1-4 family.
- 3) Renting of apartments allowed, subject to max# requirement (below) and landlord (condo?) notification
- 4) Maximum # rental occurrences (25 maybe). Must be serious \$ penalties and license suspension for violation.
- 5) Electronic notification to building department of each rental (automatically through Airbnb if possible) required perhaps
- 6) Hotel occupancy tax collected
- 7) Registration fee (\$100?)
- 8) Though tempting, no requirement that owner be present, if only because people ought to be able to rent their home if they go away (and enforcement problem).
- 9) Fire safety inspection required
- 10) Insurance requirement with Village named on insurance (?)

## Kathy Deufemia

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**From:** John Barbelet  
**Sent:** Wednesday, August 09, 2017 11:39 AM  
**To:** Kathy Deufemia  
**Cc:** Richard Slingerland  
**Subject:** Nissan Leaf Vehicles

Currently we have 2 full time and one part-time parking enforcement employees. If the Village was to consider purchasing these vehicles this is where the police department would look to utilize them. It should be noted that with these vehicles we would have to see the cost of creating charging stations, cost currently unknown. I would suggest the charging stations be created on the east side of the old building. There will also be a minimal cost in preparing the vehicles as emergency vehicles (lights, reflective stripping and possibly radios).

Chief John Barbelet  
Tarrytown Police Department  
One Depot Plaza  
Tarrytown, NY 10591  
914-631-5544  
[jbarbelet@tarrytowngov.com](mailto:jbarbelet@tarrytowngov.com)

## Kathy Deufemia

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**From:** Richard Slingerland  
**Sent:** Tuesday, August 08, 2017 11:18 AM  
**To:** Kathy Deufemia  
**Cc:** Dan Pennella; Jim Hart; Howard Wessells  
**Subject:** FW: Community Benefits Awards - Losee Park Lighting and Van Wart Paving

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

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**From:** Rao, Matthew [<mailto:Matthew.Rao@newnybridge.com>]  
**Sent:** Tuesday, August 1, 2017 3:22 PM  
**To:** Richard Slingerland <[rslingerland@tarrytowngov.com](mailto:rslingerland@tarrytowngov.com)>  
**Cc:** Paschalis, George <[george.paschalis@newnybridge.com](mailto:george.paschalis@newnybridge.com)>; Harckham, Peter <[Peter.Harckham@newnybridge.com](mailto:Peter.Harckham@newnybridge.com)>;  
Hurst, Stephen <[Steve.Hurst@newnybridge.com](mailto:Steve.Hurst@newnybridge.com)>  
**Subject:** Community Benefits Awards - Loose Park Lighting and Van Wart Paving

Rich,

I am pleased to share that your Community Benefits Awards for Loose Park Lighting and Van Wart Paving have been approved.

We will get you draft agreements for these awards next week when our General Counsel returns from vacation – they are similar to our other agreements and should not require much review. In the meantime, can you please gather the following for me:

- Municipal resolutions authorizing acceptance of each award as defined by the agreement, and authorizing the appropriate signatory to sign on behalf of the Village
- A budget for the paving project (I have the ballfield estimate)
- Updated certificates of insurance, showing the Authority as the Entity Requesting Proof of Coverage/Additional Insured

Just let me know if you have any questions.

Matthew

**Matthew Rao**  
Project Controls  
New NY Bridge Project

New York State Thruway Authority  
t: 914.524.5440 | d: 914.524.5446 | m: 845.337.2367  
[matthew.rao@newnybridge.com](mailto:matthew.rao@newnybridge.com) | [www.newnybridge.com](http://www.newnybridge.com)

## Kathy Deufemia

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**From:** Richard Slingerland  
**Sent:** Wednesday, August 09, 2017 9:29 AM  
**To:** Kathy Deufemia  
**Subject:** FW: The Taco Project 18 Main Street Tarrytown Ny 10591

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

-----Original Message-----

**From:** Carol Booth  
**Sent:** Wednesday, August 2, 2017 11:54 AM  
**To:** Richard Slingerland <[rslingerland@tarrytowngov.com](mailto:rslingerland@tarrytowngov.com)>  
**Subject:** FW: The Taco Project 18 Main Street Tarrytown Ny 10591

-----Original Message-----

**From:** Nick [<mailto:nickmesce@yahoo.com>]  
**Sent:** Friday, July 28, 2017 11:30 AM  
**To:** [rslingerland@tarrytown.gov](mailto:rslingerland@tarrytown.gov)  
**Cc:** Carol Booth  
**Subject:** The Taco Project 18 Main Street Tarrytown Ny 10591

Hello Rich, Nick here from The Taco Project on Main Street in Tarrytown. I hope all is well. I have a very unique situation with the sanitation pick up that I'm hoping you may be able to help with. According to village code 183-12 section B & C there is no garbage pick up on Saturday or Sunday. When I opened back in October of 2014 I was not aware of this code when I hired AAA carting to pick up on Monday, Wednesday Thursday and Saturday. I did this in addition to the towns pick up of garbage on Tuesday and Friday. When I entered the restaurant this past Sunday I realized there was a very strong odor of garbage and immediately saw an enormous amount of trash sitting in the basement. My staff then informed me that they had to bring the garbage back in on Saturday afternoon because it had not been picked up. The garbage was basically an accumulation of trash from all day Friday, Saturday and Sundays garbage. AAA then informed me early Monday morning that they had been warned by the village that they would be fined again if seen in town on Saturday per town code. Most of the other restaurants on Main Street and Broadway have Backyards with dumpsters where garbage could be held but unfortunately I do not have anything that exists. I don't have a yard or back alley or anything of that nature. I'm concerned that this is a health issue having that much garbage pile up over a busy weekend in town. I don't know if this is something that the village can amend possibly with 183-12 section C but a look back at this I think we be something we all need to look at. As we all know Tarrytown's Main Street is a very popular destination for locals, tourists, and just about anybody. Sunday's I can totally understand but Saturday's are very busy for all the local businesses with the many things that attract people to town (music hall, Halloween, shops, restaurants). If there is anything you can suggest to us in the interim to avoid having this issue play out for the rest of the summer while we try

to figure this out I would be extremely grateful. Thank you Rich for your time and I hope to hear from you soon. Regards  
Nick

Sent from my iPhone

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**NOTICE TO BIDDERS**

**VILLAGE OF TARRYTOWN  
WESTCHESTER COUNTY, NEW YORK**

NOTICE IS HEREBY GIVEN that sealed bids will be received by the Village Clerk of the Village of Tarrytown until 11:00 a.m. on **Tuesday, August 15, 2017** at One Depot Plaza, Tarrytown, New York 10591, at which time and place said sealed bids will be publicly opened and read aloud for:

**"Mechanical, Electrical and Plumbing  
Alterations at the Senior Center- Contract No. 2017-03"**

Specifications and Bid proposal forms will be available on **Friday, August 4, 2017** at the Office of the Village Engineer. A non-refundable fee of \$50.00 will be charged for each specification package obtained.

A bid bond in the amount of 5% of the bid must accompany the bid proposal. In lieu of a bid bond, a certified check or bank check in the amount of 5% of the bid, accompanied by a Consent of Surety, must accompany the bid proposal.

All bids must be submitted in sealed envelopes plainly marked **"Mechanical, Electrical and Plumbing Alterations at the Senior Center- Contract No. 2017-03 - August 15, 2017."**

All technical questions should be directed to the Village Engineer at 914-631-3668.

The Village of Tarrytown reserves the right to accept or reject any or all bids and to waive any informalities at their discretion, and to award contracts in a manner deemed to be in the best interests of the Village of Tarrytown even if such award is to other than the lowest bidder.

**Carol Booth  
Village Clerk**

## Kathy Deufemia

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**From:** Richard Slingerland  
**Sent:** Wednesday, August 09, 2017 9:36 AM  
**To:** Kathy Deufemia  
**Subject:** FW: Soil Analysis

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

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**From:** Dave Goldstein [mailto:[dgoldstein@tarrytownfd.org](mailto:dgoldstein@tarrytownfd.org)]  
**Sent:** Thursday, August 3, 2017 6:11 PM  
**To:** Richard Slingerland <[rslingerland@tarrytowngov.com](mailto:rslingerland@tarrytowngov.com)>  
**Subject:** Re: Soil Analysis

Rich- we would need this to go before the board prior to October to get the job done within the December permit deadlines. While you were away, the Chiefs met with some of the Trustees to show them the issue and where it is coming from. Trustees Brown, Zollo, and Hoyt were in attendance. They stated their next step is to fill in the rest of the board to makes steps towards approval.

Thanks!  
Dave

On Aug 3, 2017, at 5:26 PM, Richard Slingerland <[rslingerland@tarrytowngov.com](mailto:rslingerland@tarrytowngov.com)> wrote:

Kevin and Dave:

Thank you. I have reached out to Reichgott Engineering, the company who did the engineering review. Also, the State wants to proceed with the grant – either as a dredging project, which is approved for \$300,000, or as a pier project, which would require a re-allocation. Either way, we have to make a decision – which includes a decision in coordination with the Board – by October 31, 2017. As they let me know, that's the last date to submit a new, or revised, application. All work then has to be done by the end of June, 2018.

We should discuss further soon.

I am not inclined to bring in people from Lamont Doherty at this time. While there may be siltification of the waterfront, including at the mouth of the Andre Brook, it is a Hudson River issue – all across the river, not to mention all of the construction up and down the waterfront, and in the river too. The source is not the question, the solution and maintenance of the depth of the river will always be a problem, based on the nature of the Hudson River.

Best regards,



Rich

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

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**From:** Kevin Lustik [<mailto:harbormaster01@yahoo.com>]  
**Sent:** Thursday, August 3, 2017 4:50 PM  
**To:** David Goldstein <[dgoldstein@tarrytownfd.org](mailto:dgoldstein@tarrytownfd.org)>; Richard Slingerland  
<[rslingerland@tarrytowngov.com](mailto:rslingerland@tarrytowngov.com)>  
**Subject:** Re: Soil Analysis

Alcon:

The dredge area was tested for the toxic metals panel by a private lab. This was necessary in order to obtain the DEC permit. The chemistry results are in the Village files along with a payment record to the testing company. A soil analysis as to the character of the earth was not officially done. Most all of the Andre Brook outfall contains topsoil and dirt washed from the highway drains with its origin being from lawns and building lots in the uplands of Tarrytown. Dredge spoils cannot be guaranteed as to what they may contain as the balance of the deposits come from tidal movements (incoming tides), but it is safe to say that most of the outfall deposits are pretty solid dirt. In past years I was able to have Lamont Doherty (Columbia) take core samples at no charge. Their maximum depth on the readings were down to 4 ft. I don't know if that would be of any help but I may be able to get them to do something for us again, however I'm not sure how that will work if the students aren't in session. Let me know if you want to pursue this avenue. A scaled down dredging plan should be discussed and planned.

Kevin L.

---

**From:** David Goldstein <[dgoldstein@tarrytownfd.org](mailto:dgoldstein@tarrytownfd.org)>  
**To:** Richard Slingerland <[rslingerland@tarrytowngov.com](mailto:rslingerland@tarrytowngov.com)>; Kevin Lustik <[harbormaster01@yahoo.com](mailto:harbormaster01@yahoo.com)>  
**Sent:** Thursday, August 3, 2017 3:12 PM  
**Subject:** Re: Soil Analysis

Rich - Any luck with those soil sample reports? I am not in the Army corps of engineers but it feels unlikely we would get the soil without that study being done.

I have attached the Harbor Master on the email as well. He may know something about this as well.

On Tue, Aug 1, 2017 at 7:02 PM, Dave Goldstein <[dgoldstein@tarrytownfd.org](mailto:dgoldstein@tarrytownfd.org)> wrote:

Thanks Rich!

On Aug 1, 2017, at 5:47 PM, Richard Slingerland <[rslingerland@tarrytowngov.com](mailto:rslingerland@tarrytowngov.com)> wrote:

Dave:

That could be big news.

I'm trying to check on our end and see if we have any tests that were done on the material. Unfortunately, my gut is that we did not do any testing of the silt, but I'll let you know either way.

I'll keep you posted,

Rich

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

**From:** David Goldstein [<mailto:dgoldstein@tarrytownfd.org>]  
**Sent:** Tuesday, August 1, 2017 1:44 PM  
**To:** Richard Slingerland <[rslingerland@tarrytowngov.com](mailto:rslingerland@tarrytowngov.com)>  
**Subject:** Soil Analysis

Rich - do you have the soil analysis for the dredging project? GM property owner is willing to take in our silt for fill but wants to know what is in it before agreeing.

Thanks!

Dave

## Kathy Deufemia

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**From:** Richard Slingerland  
**Sent:** Wednesday, August 09, 2017 9:35 AM  
**To:** Kathy Deufemia  
**Subject:** FW: Community Benefits Award - Harbor Dredging  
**Attachments:** Tarrytown Schedule A - Application.pdf

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

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**From:** Rao, Matthew [<mailto:Matthew.Rao@newnybridge.com>]  
**Sent:** Wednesday, August 2, 2017 3:33 PM  
**To:** Richard Slingerland <[rslingerland@tarrytowngov.com](mailto:rslingerland@tarrytowngov.com)>  
**Cc:** Paschalis, George <[george.paschalis@newnybridge.com](mailto:george.paschalis@newnybridge.com)>; Harckham, Peter <[Peter.Harckham@newnybridge.com](mailto:Peter.Harckham@newnybridge.com)>;  
Hurst, Stephen <[Steve.Hurst@newnybridge.com](mailto:Steve.Hurst@newnybridge.com)>  
**Subject:** Community Benefits Award - Harbor Dredging

Rich,

I wanted to circle back one last time on this.

A \$300,000 grant was awarded to the Village to dredge the harbor for fire boat access. This award was never executed, I understand that the Village may prefer to just extend or move the dock for simplicity. The old application for this is attached.

We could conceivably re-purpose this grant for one of these alternative options, but the window for the program is closing. If this is something you are interested in, please let us know as soon as possible.

Matthew

**Matthew Rao**  
Project Controls  
New NY Bridge Project

New York State Thruway Authority  
t: 914.524.5440 | d: 914.524.5446 | m: 845.337.2367  
[matthew.rao@newnybridge.com](mailto:matthew.rao@newnybridge.com) | [www.newnybridge.com](http://www.newnybridge.com)

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message in error and that any use, dissemination, forwarding, printing, or copying is strictly prohibited. Please notify the New York State Thruway Authority immediately by either responding to this e-mail or calling (518) 436-2700, and destroy all copies of this message and any attachments.

**AGREEMENT BY and AMONG THE NEW YORK STATE THRUWAY AUTHORITY and  
THE VILLAGE OF TARRYTOWN**

**THIS AGREEMENT** (the "Agreement") is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and among the Village of Tarrytown ("Village") having an address for the conduct of business located at One Depot Plaza, Tarrytown, NY 10591 and the New York State Thruway Authority ("Authority") created pursuant to Title 9 of the Public Authorities Law, having an address for the conduct of business located 200 Southern Boulevard, Albany, NY 12209.

**WITNESSETH:**

**WHEREAS**, pursuant to Resolution No. 5935, adopted at Meeting No. 695 on December 17, 2012, authorizing the execution of the Design-Build Contract by its Board, the Authority has allocated funds for the New NY Bridge Project Community Benefit Fund to provide grants to eligible governmental entities and not-for-profit corporations located in Westchester and Rockland Counties; and

**WHEREAS**, for the benefit of the New York State Thruway Authority ("Authority") as owner pursuant to Contract D214134 ("DB Contract"), Tappan Zee Constructors ("TZC") is designing and constructing a replacement for the Tappan Zee Bridge (the "New NY Bridge Project"); and

**WHEREAS**, pursuant to the DB Contract, the Authority has created a Ten Million (\$10,000,000.00) Dollar Community Benefit Program Fund (the "CBF") which is to be used to help pay to address the effects of the construction of the New NY Bridge Project, which CBF is subject to (i) certain contractual obligations between TZC and the Authority, and (ii) certain procedures that have been established by the Authority relating to the Community Benefits Program; and

**WHEREAS**, pursuant to the CBF, the Authority has decided to support the Village's efforts to enhance emergency response in the area of the New NY Bridge through the funding of marine dredging to support emergency services (the "Project") by paying (\$300,000) three hundred thousand Dollars from the CBF to the Village as provided for herein (the "Authority Funds"); and

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Authority and the Village; hereby agree as follows:

1. Agreement Term: This Agreement shall commence on September 1, 2014 and shall terminate on March 5, 2018. However, the Authority shall not be liable, or obligated in any manner, to make any payments under this agreement until all necessary approvals have been granted, including, when applicable, these approvals from the New York

State Attorney General's Office and the New York State Comptroller's Office. No payments from the Authority Funds to the Village shall be made after March 5, 2018.

2. Agreement Amount: The Authority agrees to make available, subject to disbursement provisions set forth in Paragraph 4, to the Village; a sum not to exceed \$300,000. The Authority makes no representation or warranty of any kind that the Authority Funds will be sufficient to pay for all costs and expenses incurred by the completion of the Project or which may be due by the Village if the Authority Funds are not sufficient to pay for all costs and expenses relating to the Project. Such costs and expenses shall include, but not be limited to, all internal and external costs and expenses, including, but not limited to, consultant, contractor, subcontractor fees, costs and expenses. If the actual cost of completing the Project exceeds the Authority Funds, then the Village shall be solely responsible for and agrees to fund and pay any additional moneys which may be required to complete the Project and pay any additional moneys due under any agreement or contract executed to plan, design, construct, maintain, or otherwise implement the Project. Neither the Authority nor TZC shall have any obligation whatsoever to increase the amount of the Authority Funds beyond the \$300,000 provided herein. In the event that the cost to complete the Project is less than the amount of the Authority Funds, then any unused portion of the Authority Funds shall be repaid to the Authority by the Village. No payments from the Authority Funds to the Village shall be made after March 5, 2018.

3. Project Description and Budget:

- a. The CBF Application submitted by the Village is hereby made part of this Agreement and attached hereto as "Schedule A". The Village agrees to spend the Grant money pursuant to the Project description and budget contained in Schedule A.
- b. Should it be determined by the Authority that additional information, documentation or other details regarding the Project description or budget is required, the Authority reserves the right to request from the Village such information. The Village shall cooperate and provide the requested information within a timely manner.
- c. Substantive changes, or altering the budget, scope, intent or basic elements of the Project shall not be made by the Village without the prior written approval of the Authority.

4. Disbursement Provisions:

- a. At such time as the Village determines that a disbursement is to be made from the Authority Funds the Village shall provide written notice to the Authority of such determination and setting forth the amount of the disbursement that it is requesting be paid (each a "Disbursement Request").

Together with each Disbursement Request, the Village shall provide to the Authority all of the following:

- (i). A written certification executed by a duly authorized officer of the Village accompanied by such receipts and documents verifying expenditures as may be required by the Authority. Reimbursement request certifications shall include a statement by the Village that the requested funds do not duplicate reimbursements for costs and services received from other sources or prior disbursements from the Authority Funds.
  - (ii). Copies of supporting invoices and requests for payments received by the Village prior to the date of the Disbursement Request, which have not therefore been provided to the Authority, including invoices from the Contractor, subcontractors, consultants, laborers and/or material suppliers. These invoices shall total or exceed the amount of the Village's submitted payment Disbursement Requests for the work/activity undertaken with regard to the Project, and shall be dated on or after the date of this Agreement in order to substantiate a Disbursement Request.
  - (iii). Such other documentation, information, receipts, and/or verifications as the Authority may reasonably require.
- b. No more than three Disbursement Requests will be accepted. The final Disbursement Request, which in no case will be for less than 20% of the Authority Funds set forth in paragraph 2 of this Agreement, will be processed for payment only after inspection of the completed Project by the Authority. The Authority shall have no liability whatsoever for its inspection and approval of the Project.
- c. In no event will the Authority process any Disbursement Requests which would cause the aggregate disbursements for the Project to exceed the Authority Funds set forth in paragraph 2 of this Agreement.
- d. The Village shall keep accurate and separate accounting records of all receipts and disbursements of all funds attributed to this Agreement, and shall produce upon request of the Authority such records for examination. Records must be maintained so that they can be provided for examination at any time during the conduct of the Project and for a period of six (6) years following its completion.
- e. The Village acknowledges and agrees that payments for invoices submitted by the Village will only be rendered electronically unless payment by paper check is expressly authorized by the Authority, in its sole discretion, due to extenuating circumstances. The Village shall comply with the Authority's procedures to authorize electronic payments. Authorization forms are available at the Authority's website at <http://www.thruway.ny.gov/business/purchasing/>

epayments/index.html, by email at [suppliermgmt@thruway.ny.gov](mailto:suppliermgmt@thruway.ny.gov), or by telephone at (518) 436-2859. The Village acknowledges that it will not receive payment on any invoices submitted under this Agreement if it does not comply with the Authority's electronic payment procedures, except where the Authority has expressly authorized payment by paper check as set forth above.

5. Representations, Warranties and Covenants:

The Village represents, warrants and covenants that:

- a. The Village hereby acknowledges that the Authority has relied upon the statements and representations made by the Village in its CBF Application attached hereto as Schedule A in making the Authority Funds available to Village. The Village hereby represents and warrants that it has made no material misstatement or omission of fact in Schedule A or otherwise in connection with this Agreement and that the information contained in Schedule A continues on the date hereof to be materially correct. In the event of any inconsistency between the conditions and terms of this Agreement and those contained in Schedule A, the provisions of this Agreement shall govern unless otherwise mutually agreed upon in writing by the parties.
- b. The Authority Funds shall be used solely for eligible expenses and no materials purchased with Authority Funds will be used for any purpose other than the Project.
- c. Authority Funds shall not be used for the following purposes:
  - i. Political activities, including, but not limited to, furthering the election or defeat of any candidate for public, political or party office, or for providing a forum for a candidate to promote the passage, defeat or repeal of any proposed or enacted legislation; and
  - ii. Religious worship or instruction as part of, or in connection with, the performance of this Agreement.

d. Municipal Resolutions

The Village resolution attests that the Village's legislative body has approved the Project, authorized sufficient funding to first-instance the full amount of the grant, and authorized the appropriate signatory to execute the Agreement. The Village will authorize Project spending either in their budgets or separate resolutions.

6. Independent Contractor: The Village is and shall be, in all respects, an independent contractor in performing any services pursuant to this Agreement. In accordance with its status as an independent contractor, the Village covenants and agrees that neither it nor its agents and/or employees will hold itself or themselves out as or claim to be an



officer or employee of the Authority and that neither the Village nor its agents and employees shall make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the Authority, including, but not limited to Workers' Compensation coverage, Unemployment Insurance benefits, Social Security coverage or Retirement System membership or credit.

7. Construction Requirements:

- a. Purchases. The procurement of all goods and services for the Project shall conform to the requirements of the General Municipal Law. Except as otherwise expressly provided by an act of the legislature or by a local law adopted prior to September first, nineteen hundred fifty-three, all purchase contracts involving an expenditure of more than twenty thousand dollars (\$20,000) shall be awarded to the lowest responsible bidder furnishing the required security after advertisement for sealed bids in the manner provided in section 103 of the General Municipal Law. Contracts for construction in excess of thirty-five thousand dollars (\$35,000) shall be awarded after competitive bidding in accordance with the provisions of the General Municipal Law.
- b. The Authority is required to implement the provisions of New York State Executive Law Article 15-A and 5 NYCRR Parts 140-145 ("M/WBE Regulations") for agreements with a value in excess of \$25,000 for labor, services, equipment, materials, or any combination of the foregoing. These requirements are set forth in Appendix B. All of the Village's procurements for the Project shall conform to the requirements of Appendix B of this Agreement.
- c. The Village shall be responsible for assuring that the Project is designed and constructed in conformance with the Uniform Federal Accessibility Standards (UFAS-Appendix A to 41 CFR part 101-19.6), Americans with Disabilities Act standards regulations contained in 28 CFR part 35 or 28 CFR part 36, the Americans with Disabilities Act Accessibility Guidelines (ADAAG-Appendix A to 28 CFR part 36 CFR part 1191, appendices B and D) and the New York State Uniform Fire Prevention and Building Code (Parts 1220 to 1228 of Article 13 of Title 19 of the NYCRR). Where there are discrepancies among these three sets of standards with regard to a particular design/construction requirement, the standard one providing the greatest degree of accommodation for the individuals with disabilities shall apply.

8. Inspections: Failure by the Village to allow reasonable and timely access to the Authority's representatives to inspect the Project may result in the forfeiture and require repayment by the Village of awarded Authority Funds.
9. Approvals: In the event that the performance of the Project requires the issuance of any permits, approvals, or consents by any federal, state, or local governmental entity, agency or regulatory body, including but not limited to the U.S. Army Corps of

Engineers, the New York State Department of Environmental Conservation, or the New York State Office of Parks, Recreation and Historic Preservation, the Village shall obtain such permit, approval, or consent at the Village's sole cost and expense, all of which shall be obtained prior to the commencement of the performance of any of the work on the Project or the procurement of any materials relating to the Project. The Village agrees that, and shall be solely responsible to ensure that, the conduct of the Project and all work related thereto shall at all times be conducted in a fashion so as to conform to all applicable laws, rules, regulations, ordinances, codes and requirements.

10. Soft Costs: Project administration costs by the Village shall not exceed 10% of the Project amount set forth in Paragraph 2. Operational costs of governmental entities and not-for-profit corporations shall not be funded by CBP grant awards.

11. Default and Remedies:

- a. Each of the following shall constitute default by the Village under the terms of this Agreement:
  - i. Failure to perform or observe any obligation or covenant of the Village contained herein to the reasonable satisfaction of the Authority;
  - ii. Failure to comply with any request for information reasonably made by the Authority for the purpose of determining compliance by the Village with the terms of this Agreement or otherwise reasonably requested by the Authority in connection with the Authority Funds;
  - iii. The making of any false statement or the omission of any material fact by the Village in or in connection with the Agreement or the Authority Funds.
- b. Upon the serving of notice to the Village of the occurrence of a default (which notice shall specify the nature of the default), the Authority shall have the right to terminate this Agreement, provided that if the default is pursuant to Paragraph 11(a)(i) or 11(a)(ii), no default shall be deemed to have occurred if the Village cures such default within seven (7) days of notice from the Authority, or if the default cannot be reasonably cured within such seven day period, the Village commences to cure such default within such seven day period and completely cures the default within ninety (90) days thereafter, provided further that the Authority shall not be obligated to make any disbursements during any such cure period.

12. Abandonment: The Village shall complete the Project as set forth in this Agreement, and failure to render satisfactory progress or to complete the Project to the satisfaction of the Authority may be deemed an abandonment of the Project and cause the suspension or termination of any obligation of the Authority. In the event the Village should be deemed to have abandoned the Project for any reason or cause other than a

national emergency or an Act of God, all monies paid to the Village by the Authority and not expended in accordance with this Agreement shall be repaid to the Authority by the Village on demand.

13. Termination: This Agreement may be terminated at any time upon mutual written consent of the Authority and the Village. The Authority may terminate this Agreement immediately, upon written notice of termination to the Village, if the Village fails to comply with the terms and conditions of this Agreement and/or with any laws, rules, regulations, policies or procedures affecting this Agreement.
14. Liability: The Village shall be responsible for all damage to life and property due to negligent or otherwise tortious acts, errors or omissions of the Village and/or any of its officers, directors, staff, agents, employees, contractors, subcontractors, assigns, successors, invitees and licensees in connection with this Agreement. The provisions of this section shall survive the expiration or termination of this Agreement.
15. Indemnification and Defense:
  - a. To the fullest extent permitted by law, the Village shall indemnify and save harmless, without limitation, the Authority and the State of New York ("State"), and their respective officers, directors, board members, staff, agents, employees, successors and assigns ("Authority Indemnitees" and "State Indemnitees") as their interests may appear, from all claims, suits, actions, damages, liabilities, forfeitures, demands, losses, judgements, and costs of every kind and nature, and every name and description, arising out of the performance or non-performance by the Village and/or any of its officers, directors, agents, employees, contractors, subcontractors, assigns, successors, invitees and licensees of the work or services provided for in connection with this Agreement ("Claims").
  - b. The Village shall, at its own expense, defend the Indemnitees in any action or proceeding involving any Claims that may be brought against the Authority Indemnitees or the State Indemnitees or both of them. This obligation to defend shall include all attorneys' fees, disbursements, costs, and any other expenses incurred in connection with such Claims. The Authority shall give the Village: (a) prompt written notice of any action, claim or suit for which the Village is required to defend and indemnify the Authority; (b) the opportunity to take over, settle, or defend such action, claim or suit at the Village's sole expense; and (c) assistance in the defense of any such action, Claim, or suit at the expense of the Village. Notwithstanding the foregoing, if the Village defends the Indemnities, or defends either the Authority Indemnitees or the State Indemnitees, the Authority reserves the right to join such action, at its sole expense, if it determines there is an issue of significant interest to it, and the

State reserves the right to join such action, at its sole expense, if the State determines there is an issue involving a significant public interest.

- c. The Authority may retain from any amount due to the Village such monies as may be necessary to satisfy any Claim recovered against the Authority Indemnitees. The Village's obligation under this section: (a) shall not be deemed waived by the Authority's failure to retain the whole or part of any monies due to the Village, nor by such Claims not being resolved prior to the release of such monies. Further, the Village obligations under this Section shall not be limited or discharged by the enumeration in this Agreement, or procurement, of any insurance.
- d. The Village's indemnification and defense obligations under this Section shall include any and all Claims that may arise from any products and services provided, or to be provided, under this Agreement by the Village's agents, employees, and subcontractors, and by another party furnishing products and services under this Agreement.
- e. The provisions of this Section shall survive the expiration or termination of this Agreement.

16. Insurance: The following insurance documents for the Village must be on file with the Authority prior to the commencement of the Project:

- a. Commercial General Liability – submitted on an ACORD 25/Thruway Authority – Canal Corporation Supplemental insurance certificate set, with no less than the following limits and coverages:

- Each Occurrence Limit: \$1,000,000
- General Aggregate: \$2,000,000

The Authority shall be included as an Additional Insured, using ISO Additional Insured Endorsement CG 20 10 11 85 or its equivalent, under the CGL. The Commercial General Liability insurance shall apply as primary insurance with respect to any other insurance or self-insurance program afforded to or maintained by the Authority.

- b. Workers' Compensation – as required by New York State Worker's Compensation and Disability Benefits Law.  
Evidence of Workers' Compensation coverage must be provided on one of the following forms specified by the Commissioner of the Workers' Compensation Board:
  - (1) C-105.2 – Certificate of Workers' Compensation Insurance.
  - (2) U-26.3 – Certificate of Workers' Compensation Insurance from the State Insurance Fund.

(3) GSI-105/SI-12 – Certificate of Workers' Compensation Self Insurance

- c. Disability Benefits – as required by New York State Worker's Compensation and Disability Benefits Law. Evidence of Disability Benefits coverage must be provided on one of the following forms specified by the Commissioner of the Workers' Compensation Board:

- (1) DB-120.1 – Certificate of Insurance Coverage under the NYS Disability Benefits Law.
- (2) DB-155 – Certificate of Disability Self Insurance.
- (3) CE-200 – Certificate of Attestation of Exemption.

17. Notices: Any notice, demand, consent, approval, direction, agreement or other communication (any "Notice") required or permitted hereunder shall be in writing and shall be validly given if sent by a nationally recognized overnight courier services, delivered personally by reputable courier that obtains receipts, or mailed by United States mail, certified or registered mail, return receipt requested, adequate postage prepaid, addressed as follows to the person entitled to receive the same:

New York State Thruway Authority  
The New NY Bridge Project  
303 South Broadway, Suite 413  
Tarrytown, New York 10591  
Attn: Project Director

**With copy to:**  
New York State Thruway Authority  
200 Southern Boulevard  
Albany, New York 12209  
Attn: General Counsel's Office

Village of Tarrytown  
One Depot Plaza  
Tarrytown, NY 10591  
Attn: Administrator Michael Blau

18. Ethics: During the term of this Agreement, the Village shall not engage any person who is, or has been at any time, in the employ of the Authority or New York State to perform services under this Agreement in violation of: the provisions of the Public Officers Law, ("POL"); the rules, regulations, opinions, guidelines or policies promulgated or issued by other laws applicable to the service of current or former Authority or New York State employees, and/or the New York State Joint Commission on Public Ethics ("JCOPE") the rules, regulations, opinions, guidelines or policies promulgated or issued by the New York Commission on Public Integrity and any other laws applicable to the service of current or former Authority or New York State employees ("Other Laws," and, together with POL and JCOPE, collectively, the "Ethics Provisions"). The Village certifies that all of its employees who are former employees of the Authority or New York State and who are assigned to perform services under this Agreement shall be assigned in accordance with all Ethics Provisions. Further, during the term of this Agreement, no person who is employed by the Village and who is disqualified from providing services under this Agreement pursuant to any Ethics Provision may share in any net revenues the Village derives from this Agreement.

The Village shall identify and provide the Authority with notice of those Village employees who are former employees of the Authority or New York State and will be assigned to perform services under this Agreement. The Authority may request that the Village provide it with whatever information the Authority deems appropriate about each such person's engagement, work cooperatively with the Authority to solicit advice from JCOPE and, if deemed appropriate by the Authority, instruct any such person to seek the opinion of JCOPE. The Authority shall have the right to cancel or terminate this Agreement at any time if any work performed under this Agreement is in conflict with any Ethics Provision.

19. Severability Clause: If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be effected, but shall remain binding and effective as against all parties hereto.
20. New York State Finance Law §§ 139-j and 139-k Certification: By execution of this Agreement, the Village certifies that it shall require all subcontractors hired to perform work on the Project to submit all information required by New York State Finance Law §§ 139-j and 139-k and make such information available to the Authority upon demand therefor.
21. Confidentiality and Non-Disclosure:
- a. "Confidential Information" means any information not generally known to the public, whether oral or written, that the Authority claims is confidential and discloses to the Village pursuant to this Agreement. Confidential Information may include, but is not limited to, operational and infrastructure information relating to: bid documents, plans,

drawings, specifications, reports, product information and data; business and security processes and procedures; personnel and organizational data, and financial statements; information system IP addresses, passwords, security controls, architectures and designs; and such other data, information and images that the Authority deems confidential. The Authority will identify written Confidential Information by marking it with the word "Confidential" and will identify oral Confidential Information as confidential at the time of disclosure to the Village.

b. Confidential Information does not include information which, at the time of the Authority disclosure to the Village: (a) is already in the public domain or becomes publicly known through no act of the Village; (b) is already known by the Village free of any confidentiality obligations; (c) is information that the Authority has approved in writing for disclosure; or (d) is required to be disclosed by the Village of such disclosure requirement and an opportunity to defend prior to any such disclosure.

c. The Village may use Confidential Information solely for the purposes of implementing the Project pursuant to this Agreement. The Village shall not make copies of any written Confidential Information without the express written permission of the Authority. The Village may share Confidential Information with third parties that agree to the confidentiality provisions of this Agreement and are necessary for the Project; however, the Village shall share only that Confidential Information that is necessary to the third party's development of its contribution to the Project. The Authority's disclosure of Confidential Information to the Village shall not convey to the Village any right to or interest in such Confidential Information and the Authority shall retain all right and title to such Confidential Information at all times.

d. The Village shall hold Confidential Information confidential to the maximum extent permitted by law. The Village shall safeguard Confidential Information with at least the same level of care and security, using all reasonable and necessary security measures, devices and procedures that the Village uses to maintain its own confidential information.

22. Exemption from Sales and Compensating Use Taxes: The Authority is exempt from the payment of all sales and compensating use taxes otherwise imposed by New York State and municipalities located therein. The Authority will not pay the Village sales and compensating use taxes related to the Project.

23. Iran Divestment Act – Section 2879-c of the NYS Public Authorities Law

a. As used in this Section, "person" has the meaning set forth in paragraph (e) of subdivision 1 of Section 165-a of the State Finance Law.

b. By execution of the agreement, the Village will certify each person and each person signing on behalf of any other party certifies, and in the case of a joint bid or partnership each party thereto certifies as to its own organization, under penalty of

perjury, that to the best of its knowledge and belief, that each person is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the New York State Finance Law.

24. Suspension, Abandonment and Termination: The Authority shall have the right, in its sole discretion, to postpone, suspend, abandon or terminate this Agreement at any time and for any reason, and such action shall in no event be deemed a breach of contract. This includes the Authority's right to terminate this Agreement in the event the Authority finds that the certification made by the Village in accordance with New York State Finance Law §§ 139-j and 139-k was intentionally false or intentionally incomplete. This also includes the Authority's right to terminate this Agreement at any time in the event the Authority finds that the Village is non-responsible or has failed to accurately disclose vendor responsibility information.

In the event the Authority exercises its right to postpone, suspend, abandon or terminate this Agreement, the Authority will fix the value of the work performed as of such postponement, suspension, abandonment or cancellation date, as verified by audit, and compensate the Village accordingly. Upon such a postponement, suspension, abandonment or termination, the Village must within ten (10) days deliver to the Authority all records, documents and data pertaining to services rendered under this Agreement.

25. General Responsibility Obligations: The Village shall at all times during the term of this Agreement remain responsible. The Village agrees if requested by the Authority to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance and organizational and financial capacity.
26. Standard Contract Clauses and Appendices Incorporated by Reference: The Village agrees to comply with all of the terms and conditions set forth in Appendix A and B, which are attached hereto and expressly made a part of this Agreement as if set forth fully herein.

Appendix A - Standard Clauses for Thruway Authority Agreements

Appendix B - Participation by Minority Group Members and Women With Respect to State Contracts: Requirements and Procedures

27. The persons executing this Agreement on behalf of the parties to this Agreement hereby represent that they are properly authorized to execute this Agreement on behalf of the party for whom they are signing.

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# MetalCraft Marine

I N C O R P O R A T E D



Date: XXXXX

## Agreement Between

XXXXXXXXXX

XXXXXX

XXXX

and

MetalCraft Marine Inc. (MCM) (Builder)

347 Wellington Street

Kingston ON K7K 6N7

This is an agreement to enter into a contract for the construction of one MetalCraft Marine Model ??? . The boats shall be built in accordance with the terms & conditions included herein. Any modification to this contract shall be done in writing with the acknowledgement of both parties on MCM's standard Design Change Form, sample enclosed.

## ADDITIONAL DETAILS;

The parties agree that the contract will be subject to the laws of New York.

## Contract Inclusions;

- Offer Letter
- Signed General Arrangement of craft
- Specification
- Commercial Warranty
- Design Change Form
- Acceptance Document

## Contract Conditions:

- 1) All construction is to United States Coast Guard (USCG) Code of Federal Regulations (CFR-46), Sub-chapters applicable to Recreational Boating Safety Regulations, and the American Boat & Yachting Council or TP 1332, Standards as applicable.

1 of 5

- 2) All electrical work as specified is supplied and installed and fully tested and conforms to American Bureau and Yachting Council, Marine Electrical Standard E-2. All wiring will be labeled for easy identification.
- 3) All welding and vessel structure will comply with the American Bureau of Shipping standards for high speed aluminum vessels, Building & Classing of High Speed Aluminum Vessels.
- 4) MCM will provide the appropriate Hull Identification Number and documentation for the customer's purpose of registering the boats in their home State/Province.
- 5) Purchase orders will be available for inspection. MCM reserves the right to select all parts and gear not specifically referenced in the specification and or Maker's List. MCM shall build the boat according to the attached specification. The customer has full rights to request specific gear during the contract period with considerations for price adjustment and possible contract delays.
- 6) We approve the customers right of complete access to the vessel during normal hours or by prior arrangement.
- 7) Any and all changes to the contract or the specification will be documented on MCM's standard Design Change form, copy enclosed. All changes will require the owner or its representative's authorized signature prior to work commencing. Changes that require fixed cost estimates in advance of approval by the customer, will permit the builder to charge for his time and material in establishing the fixed cost estimate, as many estimates will require some engineering or engineering considerations. All DCR's will establish any resultant schedule changes.
- 8) The Parties agree that Time is of the essence. The builder shall do everything in its power to expedite all materials to the factory and maintain its production schedule. Any delays that are beyond the control of MetalCraft Marine shall be conveyed to the customer as soon as these are known.

All written questions requiring advice from the customer, requires a written response within 48 hours to prevent any potential delay. This includes drawing approvals.

The parties agree that drawings shall be submitted for approval by the customer, in sections, commencing with General Arrangements, construction, machinery, trials reports and fire systems, so that cutting of metal can commence immediately. Any delay to drawings approvals, including requests for additional information that is critical to the schedule beyond 48 hours extends the Contract by that number of days. The remaining drawings shall be submitted 30 days later. All MetalCraft drawings are subject to change based on changes in equipment supplier's specifications and availability and continuous improvements to our product line.

The Technical Representative of the end user and or Representative of the Buyer shall meet with the MCM Technical Representative for an Engineering Conference within three weeks of Contract signing to review and confirm all design and specification items. Location shall be determined or held by conference call if it is not possible to co-ordinate schedules.

Written information will be accepted by fax or headed e-mail. Fax numbers for questions are MCM 613-542-6515, Customer ?????? . E-mail addresses for questions are; MCM, ([bob@metalcraftmarine.com](mailto:bob@metalcraftmarine.com)) Customer, ??????. MCM is responsible for timely placement of Purchase Orders relating to the equipment specified.

9) MCM maintains a comprehensive Ship Builder's Risk insurance policy covering all aspects of the vessel, from commencement of construction. Our insurer is Stevenson & Hunt Marine Division, of London Ontario. Shipping insurance covers all aspects of loss and liability not covered by the licensed carriers of the vessel, including both trucking and transport by ship. The Ship Builder's Risk policy ends when the boat has been loaded upon its conveyance which meets the requirement of FOB, (Free On Board), at this point the shipping insurance covers the vessel, from time of departure from the MCM yards to signed receipt by the purchaser at its destination. **This contract includes shipping insurance and freight costs. The price is FOB standard INCO terms & conditions.** Any damages or deficiencies found after receipt of the vessels at the delivery port shall be rectified by MCM and so noted on the receipt document. MCM will endeavor to correct such deficiencies immediately, but certain items may require outside equipment that is beyond MCM's control.

9.1) A Warranty Statement is attached as a Contract Inclusion. It includes a Warranty Claim form, which should be submitted to MCM when submitting a warranty claim with all details. Each of the Equipment suppliers individual warranties apply and they determine and approve or disapprove all warranty claims for their specific equipment based on their individual warranty terms and conditions. None of the warranties are less than the one year requested and MCM will facilitate any disputes with the suppliers on behalf of the customer. MCM is not responsible for any claims that are disallowed by our equipment suppliers as we do not have control over these suppliers.

10) The vessel will be trialed and accepted by the customer or customer's representative at the contractor's facility. This signed acceptance will be known as the Final Acceptance and indicates the customer or customer's representative has inspected the vessel and indicated by his/her signature that the vessel meets the specifications in all respects and is ready for shipment. Any deficiencies found by this inspection shall be rectified by the contractor at the contractor's expense and completed in a timely manner prior to shipment of the vessel.

11) We (have/not) included the costs for a third party inspector to perform inspections. The third party inspector shall be ??????. The customer is responsible to provide his own inspection during construction.

12) The Contract covers X days of operator training in ?????. If additional training is required. We recommend no more than four persons for operator training for more positive results. MetalCraft shall also commission the vessels at ?????.

13) Payments based on submitted invoices and approved documentation shall be made within 10 days of submission of appropriate documentation. We have included our banking information for wire transfers. The final payment shall be made after Final Acceptance of the boat, which is at MetalCraft Marine's facility after successful sea trials or upon presentation of Ocean Bills of Lading after the vessels cross the rail of the ship.

## BANK TRANSFER DETAIL

Royal Bank of Canada  
65 Princess Street  
Kingston ON  
K7L 1A6

Contact: Lynn Crowe.  
Phone: 613-545-5709  
Fax: 613-545-5750

### Routing Information:

J.P Morgan Chase Bank  
Brooklyn, New York  
USA

### EFT Transfer Information:

Bank #	003
Transit #	02382
Account #	4003570
ABA Routing#	021000021

DUNS # 247638737

14) If the Builder (MCM) is found to be in Breach of the Contract the Buyer must notify the Builder in writing clearly stating the clause breached and provide 30 days for the Builder to rectify the Breach and provide the Buyer with written notice by the Third Party Inspector that the Breach is corrected. Such notification shall be by certified or registered mail or courier. The Builder shall have 30 days from receipt of Notice by the Buyer to rectify the Breach noted.

15) The delivery period of October 31 is subject to conditions beyond the control of MetalCraft Marine as described in this Contract, including shipping delays of the carrier. Such delays beyond the Builder's control are considered Force Majeure.

16) The contract price and payments are to be made in US Dollars.

### Contract Pricing and Terms:

#### Price for

#### Payment Terms:

Draws as per schedule;

30% receipt of main cut parts,  
30% Metal structure complete,  
30% Engines, jets on site,  
10% upon successful completion of trials  
Final Acceptance signed after completion of trials or presentation of  
Ocean Bills of Lading of shipment of vessels.

MetalCraft Marine Inc. Date:

Customer Date:

# MetalCraft Marine

I N C O R P O R A T E D

583 E. Broadway, Cape Vincent, New York, 13618

## Tarrytown FD

Standard Features

Tarrytown FD IN-38 Rescue

Commercial Price

HULL		\$50,715.98
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The Interceptor hull shape is a deep V hull with a very fine bow entry to easily break through significant waves (USCG rated for Sea State 6) and steep chop. The fine entry provides unusual sound reduction from waterborne noise. The hull deadrise is 22 degrees to provide high static stability based on the vessel's width and meets ISO 12215 construction standards and ISO 12217 intact stability. DB in the cabin at cruise RPM is in the 83 Db range at full speed. Nyack was measured at 78 at 42 knots. All welding is as per ABS welding standards and the boat comes with anti corrosion monitoring as per ABYC and the MCM 10 year hull warranty. Expected service life is 25 years. The boat is built to USCG and USN MIL standards and meets all requirements of CFR 46 and ABYC. The design was selected by the USCG for the Long Range Interceptor II program and is regularly used in 13-20 foot seas.

SUPERSTRUCTURE		\$19,054.47
----------------	--	-------------

The Interceptor 36 has a full wheelhouse and provides excellent visibility exceeding ABYC requirements. There is one side sliding door for great ventilation and access to side decks and rear door to aft deck. The raised cabin has 6' 10" headroom. The open aft area of the cabin allows for rapid ingress egress for crew during emergency situations and access to the raised deck aft patient berth area. The cuddy has 6'4"-6" headroom. There is room to permit an extra mounting of an overhead electronics pod and the optional spotter windows give great visibility to high piers or ship. Handrails extend from the Bow to the aft deck, ensuring additional safety. The large over hanging roof provides shelter to additional persons on the aft deck and prevents icing of the aft door in winter freezing conditions. The forward cuddy provides seating for up to four and additional storage. There is a walk in optional head to port and a galley area to starboard. Passenger capacity is approximately 22 in emergency conditions. The PIW cutouts in the collar provide for well secured boarding ladders either port or starboard.

## Superstructure

1

6'10" headroom

With welded handrails and foot rest retainers

0

6'4" - 6" headroom No charge

1

LRI design

1

1

1

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2

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6

1

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1

## Aluminum Sub assemblies

Hinged chart table over Stbd Bench seat

Hinged radar mast

Main cabin bench seats

Pump -engine hatch main

Cabin fuel space deck hatch

Cleats

Handrails fore & aft

Handrails roof Outside Cabin

Handrails roof Inside Cabin

Tow post

Dive ladder

stainless dive ladder with P&S sockets



Electrical system

Wire and cabling all done to ABYC and USN stds  
 Electrical labeling & schematic  
 D/C panel  
 A/C panel  
 Batteries  
 Battery boxes  
 Batt Interconnect Switch  
 Batt Remote Switch  
 Battery Isolators  
 Pilothouse Lighting  
 Battery charger  
 Deck Lighting D/C  
 Underwater lights  
 Navigation Lights  
 Main breaker  
 Searchlight  
 Shorepower  
 Generator  
 Transformer for Shorepower  
 Horn  
 Wipers + windshield only and washers  
 Defrost fans  
 Corrosion monitor system  
 FLIR  
 Compass  
 Chartplotter second screen Garmin 7610  
 Radar/plotter Garmin 7610 PKG  
 Depth sounder w/side scan transducer  
 GPS  
 Radio VHF  
 Radio antenna  
 Install customer supplied radio

ABYC speed wire/cable  
 To Navy Mil. Std  
 4 spares - backlit and Ind. Lights  
 6-8 ltr panel w/ 2 spares, Volt. AMP meter  
 1100 CCA Batteries Mating Group 31  
 Boxes w/brackets  
 Bluesea 3 way switch  
 Bluesea remote on off switch  
 Perfect switch  
 Intra recessed Red/White LED dome lts 4 cabin 2 cuddy 1 head  
 Newmar 3 bank charger 30 amp  
 Intra LED deck lighting  
 Intra LED underwater lighting port & stbd by way of dive cutouts  
 Colrega LEDs  
 100 AMP breaker  
 Golight remote search 360 rotation  
 30 amp shorepower  
 Honda 2000 watt air cooled portable  
 Charles transformer  
 Electric horn  
 Intra intermittent wipers w/washers  
 2 for windshields, main forecabin  
 Promaniner Corrosion meter  
 FLIR MD 324  
 Ritchie 4"  
 10" screen & dome antenna and CHIRP side scan chip built in  
 Transducer & sounder module  
 Antenna on Ratchet mount  
 Icom 506 w/loudhailer with speaker and talk back feature  
 Shakespears  
 800 mhz

PELLANEOUS PARTS PACKAGE

Miscellaneous items

Statement of Work	Details	QTY	
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Documentation  
 Miscellaneous Fasteners  
 Testing & Trials  
 Tank testing  
 Design & Engineering  
 Commissioning and training  
 Misc fenders & lines  
 Labeling  
 Ground tackle  
 Clean up hours  
 Loading

Boat Manual two sets  
 All 316 stainless fasteners  
 Fuel  
 As per ABYC  
 Technical Data Package  
 ON site at Tarrytown No charge  
 Not required  
 Miscellaneous in english  
 Danforth anchors/rodes  
 Boat detailing  
 MCM to deliver no charge

2  
 1  
 1  
 1  
 1  
 1  
 1  
 1  
 1  
 1  
 1

SELECTED OPTIONS

Statement of Work	Details	QTY
-------------------	---------	-----

Total Price (Above Configuration)

\$368,759.70

Tarrytown discount

-\$9,759.70

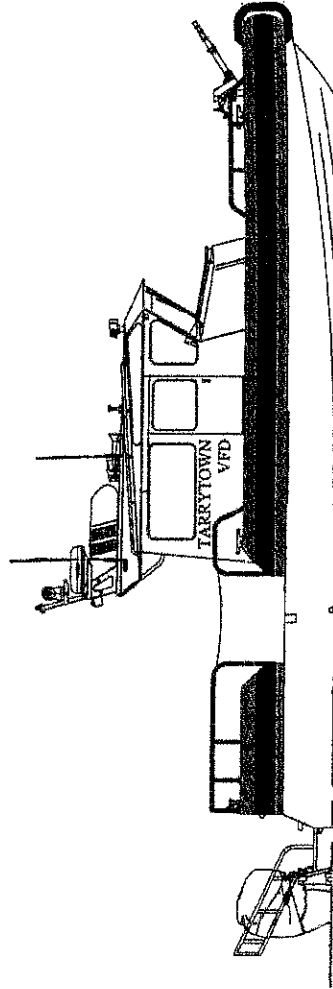
SEPARATE ITEMS

New Total

\$360,000.00

# GENERAL NOTES

1. DIMENSIONS IN MILLIMETERS UNLESS SHOWN OTHERWISE
2. SOME OPTIONS MAY BE SHOWN



2	AO	OUTBOARD PROFILE AND ARRANGEMENT
1	AO	TITLE SHEET
SH	REV	TITLE

## SHEET REVISION STATUS AND TITLE INDEX

11M INTERCEPTOR	B7-971
PLAN SET	HULL

## HULL APPLICATION TABLE

# REVISIONS

REV	SH	ITEM	DESCRIPTION	DATE	APPR. SIG & ORG
-	-	-	-	-	-

DRAWING NO.

## REFERENCE DOCUMENTS

## SPECIAL NOTATIONS

## TECHNICAL DESIGNATION

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METALCRAFT MARINE INC.

347 WELLINGTON ST.  
KINGSTON, ON  
K7K 6N7

PHONE: (613) 542-1810

CONTRACT/PO NO.

DESIGNED: NCM 2013-07-23

DRAWN: RH 2017-06-28

CHECKED: BC 2017-06-28

APPROVED: BC 2017-06-28

APPROVAL

TARRYTOWN VFD

TARRYTOWN, NY

11M INTERCEPTOR

ENG. AND INTEGRATION  
SHIPBUILDER DRAWINGS  
GENERAL ARRANGEMENT

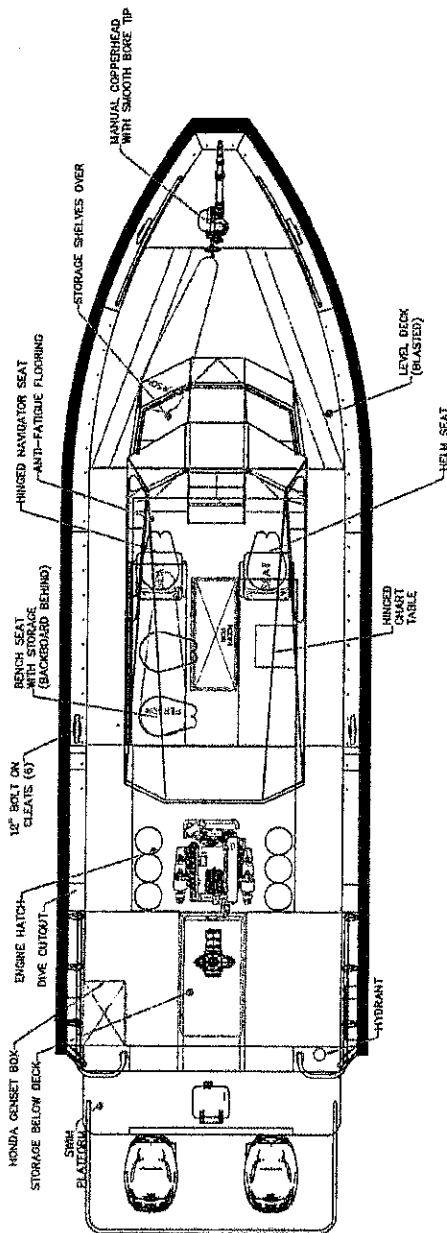
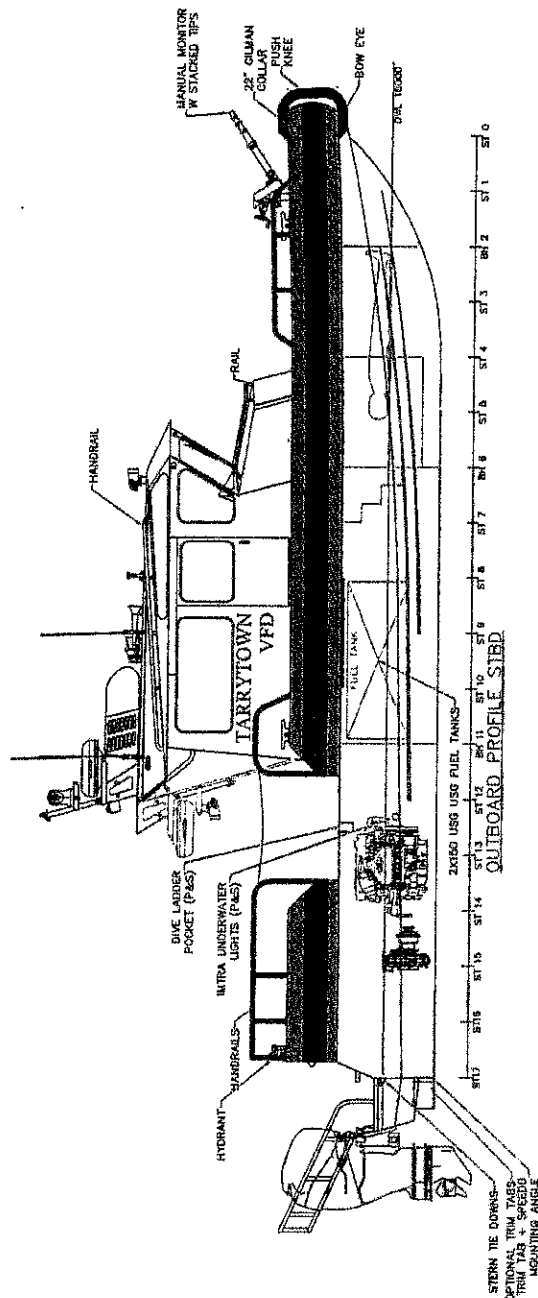
TITLE SHEET

SIZE	FSCM CASE NO.	DRAWING NO.	REV
B	11T8W7	11M-8971-801-001	AO
SCALE	1:50	STATUS: PRELIMINARY	SHEET 1 OF 2



# VESSEL PARTICULARS:

LOA:	11.33 (37'-2")
LENGTH MOULDED:	11.08M (36'-3 1/2")
BOA:	3.45M (11'-4")
BEAM MOULDED:	3.28M (10'-8 1/2")
DEADRISE:	22°
DRAFT (ENGINES RAISED):	0.61M (2'-0")
ENGINES:	(2) 350 HP MERCURY
PUMP:	1500 GPM
CABIN LENGTH:	2.91M (9'-6")
CABIN WIDTH:	1.98M (6'-6")
CABIN HEIGHT (INTERIOR):	2.08M (6'-10")
CUDDY HEIGHT (INTERIOR):	1.99M (6'-4")



METALCRAFT MARINE  
INCORPORATED

TARRYTOWN VFD

TARRYTOWN, NY

11M INTERCEPTOR

ENG. AND INTEGRATION  
SHIPBUILDER DRAWINGS  
GENERAL ARRANGEMENT

OUTBOARD PROFILE AND ARRANGEMENT

SIZE	FSOM CAGE NO.	DRAWING NO.	REV
B	118W7	11MINT-8971-801-001	A0
SCALE	1 : 50	STATUS:	PRELIMINARY
			SHEET 2

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VILLAGE OF TARRYTOWN INTEROFFICE MEMORANDUM

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**TO:** Richard L. Slingerland, Village Administrator  
**FROM:** Donato R. Pennella, P.E., Village Engineer  
**RE:** Adjustment of Building Department Fee Schedule  
**DATE:** August 9, 2017

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The attached schedule presents the proposed adjustment of Building Department fees that are above the 2% rate increase approved by the Board of Trustees. The proposed increases are consistent with other municipalities within Westchester County. For example the Village of Sleepy Hollow charges a \$50.00 building department application fee and \$50.00 Certificate of Occupancy where we charge \$100.00 application fee which includes the C.O. fee. The Village of Elmsford charges \$160.00 application fee and a separate fee for C.O. The comparison shows the existing fee and proposed fees with the addition of a plan amendment fee that was not on the master list previously. This fee is utilized by numerous municipalities for re-submission of plans which requires additional time to review plans. In some instances our fees have not been adjusted in years, therefore the 2% increase is not adequate in reflecting commonly charged fees and the effort required to review these applications. Lastly, the current ZBA fee does not cover the cost of the advertisement that is required to be published.

# BUILDING DEPARTMENT PROPOSED MASTER FEE SCHEDULE

PERMIT FEE TYPE	FROM	TO
<b>BUILDING PERMIT APPLICATION FEE:</b>	\$60.00 plus*	<b>\$100.00 plus*</b>
*Renovation:	\$18.00 per \$1,000.00 of construction	<b>\$19.00 per \$1,000.00 of</b>
*New Residential (All Floor Areas):	\$2.50 per s.f.	<b>\$3.00 per s.f.</b>
* New Commercial (All Floor Areas):	\$3.50 per s.f.	<b>\$4.00 per s.f.</b>
<b>Copy of Certificate of Occupancy:</b>	\$20.00	<b>\$25.00</b>
<b>Re-inspection Fee:</b>	\$90.00	<b>\$100.00</b>
<b>Plan Amendment Fee:</b>	\$0.00	<b>\$100.00 each submission</b>
<b>PLUMBING PERMIT (4 fixtures or less) :</b>	\$60.00	<b>\$100.00</b>
<b>Roughing Inspection:</b>	\$50.00	\$50.00 ( No change)
(Charge for additional fixtures over 4):		<b>\$10.00 each fixture</b>
<b>Testing:</b>	\$50.00	\$50.00 ( No change)
<b>In ground sewer or gas test:</b>	\$50.00	\$50.00 ( No change)
<b>Gas test:</b>	\$50.00	\$50.00 ( No change)
<b>Final Inspection:</b>	\$50.00	\$50.00 ( No change)
<b>Re-inspection Fee:</b>	\$90.00	<b>\$100.00</b>
<b>ELECTRICAL PERMIT FEES:</b>		
0 - \$499	\$60.00	<b>\$100.00</b>
\$500-\$999	\$70.00	<b>\$110.00</b>
\$1,000- \$1,999	\$85.00	<b>\$125.00</b>
\$2,000 - \$3,999	\$95.00	<b>\$135.00</b>
\$4,000 - \$9,999	\$150.00	<b>\$190.00</b>
\$10,000 - \$50,000	\$235 + 2.35% of value over \$10,000	<b>\$275 + 2.35% of value over \$10,000</b>
\$50,000 and over	\$1,750.00	<b>\$1,790.00</b>
<b>ARCHITECTURAL REVIEW BOARD</b>		
<b>APPLICATION FEE:</b>	\$50.00 + \$2.00 per \$1,000 of construction	<b>\$100.00 + \$2.00 per \$1,000 of</b>
<b>CROSS CONNECTION CONTROL</b>	\$50.00	<b>\$100.00</b>
<b>ZONING BOARD OF APPEALS</b>	\$200.00 \$750.00	\$300.00 1-2 Family \$900.00 Commercial
<b>Planning Board</b>	\$500.00 + \$25/parking space + \$50 each dwelling unit	<b>\$600.00 + \$30/parking space + \$60 each dwelling unit</b>

## Kathy Deufemia

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**From:** Carol Booth  
**Sent:** Wednesday, August 09, 2017 12:27 PM  
**To:** Kathy Deufemia  
**Subject:** Photo Shoot - Master Fee Schedule

Amendment to the Master Fee Schedule

BE IT RESOLVED that the Board of Trustees of the Village of Tarrytown does hereby amend the Master Fee Schedule to add a new fee for Photo Shoots as follows:

Photo Shoots

Public Property: \$1,000.00 1st day; \$500 each day thereafter  
Private Property: \$500.00 1st day; \$250.00 each day thereafter  
Non-for-profit: \$100.00 1st day; \$50.00 each day thereafter  
Student: \$50.00 1st day; \$25.00 each day thereafter

Best Regards,

Carol A. Booth  
Village Clerk  
Village of Tarrytown  
One Depot Plaza  
Tarrytown, New York 10591  
914-631-1652  
fax: 914-631-8770  
[cbooth@tarrytowngov.com](mailto:cbooth@tarrytowngov.com)

## Kathy Deufemia

---

**From:** Richard Slingerland  
**Sent:** Tuesday, August 08, 2017 6:43 AM  
**To:** Kathy Deufemia  
**Subject:** Work Session  
**Attachments:** image001.jpg

Code change to allow only electric vehicles that are charging to park at charging stations

Sent from my iPhone

Begin forwarded message:

**From:** John Barbelet <[jbarbelet@tarrytowngov.com](mailto:jbarbelet@tarrytowngov.com)>  
**Date:** August 7, 2017 at 8:42:28 PM EDT  
**To:** Richard Slingerland <[rslingerland@tarrytowngov.com](mailto:rslingerland@tarrytowngov.com)>  
**Subject:** Re: request

This is another reason for the code change I sent you. Sometimes electric cars park there while not charging. They should be actively charging while utilizing one of those spaces.

Sent from my iPhone

On Aug 7, 2017, at 7:19 PM, Richard Slingerland <[rslingerland@tarrytowngov.com](mailto:rslingerland@tarrytowngov.com)> wrote:

Dear David:

Thank you for your e-mail.

I appreciate and share your concerns about having more charging stations. We will look into this, and it may take time and expense.

I would also like to explore whether there are any grants so the Village might be able to obtain it for low or no cost.

If you have any information you can share with us about this, it would be appreciated.

Have a good evening.

Rich

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

**From:** David Neil [mailto:david@durst.org]  
**Sent:** Monday, August 7, 2017 7:11 PM  
**To:** Richard Slingerland <rslingerland@tarrytowngov.com>  
**Subject:** request

Dear Richard,

Thank you and kudos to Tarrytown for installing electric vehicle charging stations at the train station. However, there are not enough electric chargers. Most days I am unable to secure a spot to charge my car. As a result, unfortunately I must rely upon my hybrid gas powered engine to get me home.

Please consider easy-to-implement alternative parking regulations and minor infrastructure improvements to help meet the growing demand of electric vehicles. One idea: assign designated parking spaces for annual permit holders with electric vehicles. Each such assigned space would include access to a dedicated conventional electric outlet. Electric outlets could easily be installed, if not already available, adjacent to the marina, tennis courts, and/ or Tarrytown Recreational Facility. Permit holders with electric vehicles that utilize such assigned spaces could even be required to pay a reasonable annual surcharge for electricity.

The three current charging stations at the train station instead could be promoted to short term users. This type of "fast" charging station is unnecessary for the daily commuter like me; given that my car stays plugged in for an extended period while I am in the office in New York City, a slow charge using my own plug equipment is sufficient. I simply need a working outlet to plug into.

As a longtime River Town resident, I strongly believe that we should take every practical step to further improve our regional air quality. More electric powered vehicles, with more readily available electric charging stations, is a step in the right direction for the Hudson Valley.

Please feel free to contact me to discuss this further. I am also willing to volunteer to help make this happen, if need be.

Thank you for your consideration.  
-David

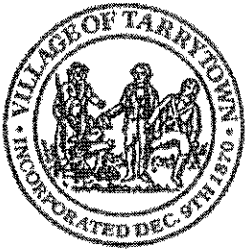
David H. Neil  
Principal

**The Durst Organization**

One Bryant Park  
New York, NY 10036  
T: 212.257.6538  
E: david@durst.org  
www.durst.org

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Please  
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# VILLAGE OF TARRYTOWN

One Depot Plaza, Tarrytown, New York 10591-3605

[www.tarrytowngov.com](http://www.tarrytowngov.com)

*Mayor*

DREW FIXELL

*Deputy Mayor*

THOMAS BUTLER

*Trustees*

KAREN G. BROWN

ROBERT HOYT

MARY McGEE

REBECCA McGOVERN

DOUGLAS ZOLLO

*VILLAGE ADMINISTRATOR*

914-631-1785

*VILLAGE TREASURER*

914-631-7873

*VILLAGE CLERK*

914-631-1652

*VILLAGE ENGINEER*

914-631-3668

*DEPT. OF PUBLIC WORKS*

914-631-0356

*FAX NO.* 914-909-1208

To: Mayor Drew Fixell and Board of Trustees  
From: Administrator Rich Slingerland  
Date: August 10, 2017  
Re: Fitness Center

This memo is to follow-up on issues raised and discussed between the Village and the Fitness Center operators. After hearing further feedback, the fitness center staff fully acknowledged and reinforced A. no change to include non-residents and B. no overall increase in fees. To continue discussions with the intent of offering some efficiencies for the Board, I met with Paul Harris and discussed and would like to recommend the following:

1. Offer a monthly fee of \$25 per month (equates to \$300 per year). Continue to allow people to pay the full year if they would like. This is cheaper and more competitive than the \$55/month for Snap Fitness, and the Shames JCC-on-Hudson is quite a bit more.
2. Remove the 6-month term (limit to yearly or monthly payments).
3. Take away the couples passes. Make it either singles for \$300 or family for \$600, which allows youths aged 16 or older to use the fitness center.
4. Review the fee structure for classes – it may be more worthwhile to pursue the 80/20 split approach for instructors. In other words, if the time slot(s) is/are available, we can work with an instructor to set up the classes, take in all of the fees, and then they would be responsible to pay the Village 20 percent of their revenue. For example, if an instructor takes in 10 students at \$80 a person for yoga classes, they would make \$640, and the Village would be paid \$160.
5. Waive the requirement to have 2 people at the front desk. There is not enough traffic or support necessary to justify staffing two people at the front desk.