

**VILLAGE OF TARRYTOWN
BOARD OF TRUSTEES
WORK SESSION 6:15 P.M.
WEDNESDAY, OCTOBER 10, 2018
Tarrytown Village Hall
One Depot Plaza, Tarrytown, New York**

Board of Trustees Concerns

Open Session

1. Building Department Staffing
2. Water Demand Management Plan in Conjunction with NYC DEP
3. Your Town
4. Village Code Amendment – Vehicles and Traffic – Traffic Control Signals
5. Village Code Amendment – No Turn on Red at Washington Street & Central Avenue
6. Village Code Amendment – All Day Alternate Side Parking on Streets with Resident Parking Permits
7. Parking Delineation with Painted Lines
8. Discussion – Vehicle and Traffic Code Changes Included in GM Property Settlement
9. Local Law – Water Conservation
10. Local Law – Water Rate Structure
11. Discussion – Comprehensive Plan
12. Discussion – ARB Code Changes
13. Woodard & Curran Proposal – Phase VII Part 2 Water System Improvements
14. Rejection of Bids – Old Croton Aqueduct
15. Mayoral Age Bill
16. Sexual Harassment Policy
17. Hate Crimes Task Force Resolution
18. Resolution – Village Justice Court-Independent Auditor's Report (For Year Ended May 31, 2018)
19. Fire Department Parade
20. Fire Department Membership Changes

Executive Session

- A. PBA Negotiations
- B. Appointment Code Enforcement Officer



Vincent Sapienza, P.E.
Commissioner

Paul V. Rush, P.E.
Deputy Commissioner
Bureau of Water Supply
prush@dep.nyc.gov

P.O. Box 358
Grahamsville, NY 12740
Tel. (845) 340-7800
Fax (845) 334-7175

September 28, 2018

Donato R. Pennella, P.E., Village Engineer
Village of Tarrytown
1 Depot Plaza
Tarrytown, NY 10595

**Subject: Deadline for Participation in DEP's Wholesale Customers
Demand Management Program**

Dear Mr Pennella:

Thank you for your continued participation in DEP's Wholesale Customer Water Demand Management Program. Our partnership is an important part of DEP's broader Water Demand Management Program and achieving demand reductions ahead of the Delaware Aqueduct shutdown in October 2022. We greatly appreciate all your time and effort thus far.

As discussed at the start of our coordination, DEP's process of approving both your Demand Management Plan and funding agreement (Intergovernmental Agreement, IGA) is approximately 1.5 years. As October 2022 quickly approaches, DEP needs to ensure that Tarrytown has as much time as possible to implement your Plan and achieve your 5% water reduction goal.

Thus, we are requesting a firm commitment for completing your final review and signing off on your Demand Management Plan by October 22, 2018. Your IGA should also be reviewed by the October 22 deadline; please ensure that your legal team reviews the IGA. (Note that your legal team will have opportunity to review the IGA beyond October 22, concurrently with DEP's legal review.)

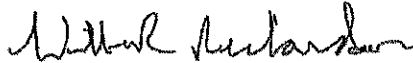
Both documents were emailed to you on September 21, 2018, in addition to a list of items in your Plan and IGA that require your review; please email any comments or questions to Gina Behnke, Erin Morey, and myself ahead of October 22. As always, you can contact us while reviewing these documents. We are available to discuss any questions or concerns you have, ahead of the deadline.

If you cannot meet the October 22, 2018 deadline, please inform us via email by October 9, 2018 and we will discuss options accordingly.

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Thank you again for your continued partnership.

Sincerely,



Bill Richardson
Community Water Manager
Bureau of Water Supply

CC: Gina Behnke, Project Manager, Bureau of Environmental Planning & Analysis, DEP
Erin Morey, Director, Bureau of Environmental Planning & Analysis, DEP
Howard Wessells, Village of Tarrytown

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**AGREEMENT BETWEEN
THE CITY OF NEW YORK
AND THE VILLAGE OF TARRYTOWN
FOR WATER DEMAND
MANAGEMENT ASSISTANCE**

THIS AGREEMENT (the “Agreement”) is made and entered into as of _____, 2018, by and between the **CITY OF NEW YORK** (the “City”), a municipal corporation organized and existing under the laws of the State of New York (the “State”), acting by and through the **NEW YORK CITY DEPARTMENT OF ENVIRONMENTAL PROTECTION** (“DEP”), having its principal office at 59-17 Junction Boulevard, Flushing, New York 11373-5108, and **THE VILLAGE OF TARRYTOWN** (the “Customer”), a municipal corporation organized and existing under the laws of the State, in the County of Westchester, New York, having its principal office at 1 Depot Plaza, Tarrytown, NY 10591 (DEP and the Customer, collectively, the “Parties”).

WHEREAS, DEP is responsible for providing over one billion gallons of water daily to the City and its upstate customers, mainly with a supply of water from the Catskill and Delaware watersheds; and

WHEREAS, the Water Supply Act of 1905, codified in New York City Administrative Code Section 24-360(a), provides that “[i]t shall be lawful” for certain enumerated upstate municipalities and water districts (hereinafter, the “Upstate Communities”) to “take and receive from any of the reservoirs, aqueducts, conduits, streams or pipes of the City of New York a supply of water for the uses and purposes of such Upstate Communities”; and

WHEREAS, water supply industry best practices favor its upstate customers having and maintaining a water conservation plan, and through a request for proposals process, the New York City Water Board (the “Water Board”) selected and retained a team of water conservation consultants to assist certain Upstate Communities, including the Customer, in creating and/or updating a plan, and pursuant to an agreement between the Water Board and the Customer for water demand management planning assistance, dated NOVEMBER 20, 2015, the Customer has worked with one of the consultants to prepare a water conservation plan, a copy of which is annexed hereto as Attachment A (the “Plan”); and

WHEREAS, DEP is willing to offer certain funding to the Customer in connection with its

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implementation of the conservation measures identified in the Plan and further detailed herein, Implementation Proposal, which is annexed hereto as Attachment B, and the Customer wishes to take advantage of this opportunity to benefit from such assistance being offered by DEP, on the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the promises and respective representations contained below, the Parties agree as follows:

1. Effective Date; Term and Termination

- a) This Agreement shall be effective when registered pursuant to Section 328 of the New York City Charter. The term of the Agreement shall commence upon a date (the "Commencement Date") set forth in a Notice to Proceed, which shall be sent by DEP by email and ordinary mail to the Customer at its address as designated in Section 9, below, after the Agreement becomes effective. The term shall expire on October 1, 2022 (the "Expiration Date") unless sooner terminated by either party upon thirty days' written notice to the other party at its address as designated in Section 9, below.
- b) In the event of any early termination by DEP under Subsection 1(a), above, DEP agrees to reimburse the Customer for Eligible Costs, as defined below in Section 5, incurred under the terms of this Agreement prior to termination. In the event of any such early termination by the Customer or by DEP, the Customer hereby agrees to reimburse DEP for any funds received that the Customer did not expend prior to notice of termination in accordance with the terms and conditions of this Agreement as more specifically set forth in Subsection 7(d), below.
- c) In the event the Work/Services (as defined in Section 4(a)) being funded hereunder are not completed prior to the Expiration Date, the term of this Agreement may be extended where, in the opinion of DEP's Agency Chief Contracting Officer ("ACCO"), the Customer, without any fault on the part of the Customer, has been delayed and will not be able to complete the Work/Services prior to the Expiration Date. Upon submission of a written notice from the Customer to the DEP Project Manager (at the address specified in Section 9) documenting the causes of the delay in such form as is satisfactory to the ACCO, the ACCO may, in his/her discretion, grant an extension of the term for up to one year to

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complete the Work/Services. Such extension, if granted, would be solely for the purpose of completing the Work/Services, and the Work/Services shall be completed within the extended term with no increase in the Total Eligible Costs (as defined in Section 5).

2. Implementation of Plan: Conditions to DEP Funding

- a) The Customer represents that the Plan has been duly approved by all necessary action by the Customer's Board of Trustees.
- b) The Customer shall provide documentation at or before the time that its first invoice is submitted under this Agreement confirming that its meters on connections between the Customer and the City's water supply and between the Customer and any interconnected communities are accurately functioning to DEP's satisfaction and equipped with remote meter reading technology that is compatible with the meter reading system utilized by DEP, or the Customer shall replace such meters at its own expense with meters from DEP's approved meter list that can be equipped with compatible remote meter reading technology. For the purpose of this Subsection, "compatible" means that the system is able to provide DEP with a file of daily flow totals on a monthly basis and a file for hourly readings on an annual basis.
- c) The Customer shall be responsible for obtaining all permits, easements, licenses, approvals, or any other required documentation or permissions in connection with implementing the Plan, in accordance with the milestone schedule included in Attachment B.
- d) The Customer shall take all actions necessary to comply with the State Environmental Quality Review Act ("SEQRA") and its implementing regulations (Title 6 of the New York Code Rules and Regulations, Part 617) in accordance with Section 3 below, by the date set forth in Attachment B.
- e) The Customer shall, in soliciting or procuring contracts for the implementation of the selected conservation measures to achieve the Plan's conservation goals, comply with all public bidding and procurement requirements that are applicable to the Customer under State or local law or regulations thereunder or that would be applicable to the

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Customer under State or local law or any regulations thereunder if it were funding the Work/Services itself. Promptly after opening any sealed bids for the award of any construction contracts, or after tentative selection of a consultant pursuant to a request for proposals, the Customer shall provide to DEP a list of any proposed contractors and/or consultants. Within three business days of the Customer providing such notice of proposed contract awardees, DEP shall have the opportunity to provide notice to the Customer that, in DEP's opinion, the prospective contractor or consultant does not have a satisfactory record of business integrity, would otherwise be found to be a non-responsible bidder or proposer by DEP or that DEP has reason to believe such entity will be unable to complete the required Work/Services in accordance with the requirements of this Agreement. If DEP does not provide notice of an objection to the Customer within three business days, DEP shall waive its opportunity to object to award of a contract to the lowest responsive bidder or selected proposer, as applicable.

- f) The Customer must promptly provide any information DEP may reasonably request to ensure the Work/Services will be completed in the most efficient manner possible.
- g) Prior to DEP releasing any funds pursuant to this Agreement, the Customer must have fully paid all outstanding water bills from the Water Board, including any that may be in dispute. Thereafter, the Customer may seek resolution of any disputed bills, according to the resolution process set forth in Part VIII of the Water Board's Water and Wastewater Rate Schedule. The Customer shall submit documentation to DEP with each invoice demonstrating that all Water Board bills have been paid.

3. SEQRA Review

- a) The Customer intends to serve as lead agency under SEQRA for the environmental review required in connection with the implementation of the Plan being funded under this Agreement.
- b) The Customer intends to conduct a coordinated review of the project to be funded hereunder, and shall circulate a notice of its intent to serve as lead agency to all involved agencies as defined under the SEQRA regulations, including DEP. If the Customer determines that the Work/Services do not constitute a Type II action under

SEQRA, then it shall conduct an environmental assessment and any further environmental review required under SEQRA and the SEQRA regulations that will address all potential significant adverse environmental impacts of the implementation of the Plan. In no event shall the Work/Services commence prior to the Customer making a final determination under SEQRA and, if required under SEQRA, DEP issuing findings that support such determination.

4. Implementation Scope, Schedule and Budget

- a) The Customer and DEP have agreed to a schedule of milestones, budget and scope of work/services necessary to implement the Plan (annexed hereto as Attachment B), which (i) outlines the specific work and/or services to be performed by the Customer or its contractors/consultants and funded under this Agreement (the "Work/Services"), and (ii) identifies the maximum Eligible Costs associated with the various items of Work/Services and the timeframes within which they are to be completed under this Agreement.
- b) The Customer may submit to the DEP Project Manager proposed revisions to the budget included in the Scope of Work/Services for the purpose of reallocating a reasonable portion of the Total Eligible Costs amongst the various items in the approved Scope in response to higher or lower line item costs than were reasonably expected. DEP shall review any such proposed revision(s) to ensure that they are reasonable and consistent with the terms of this Agreement. If DEP has any objections to such proposed budget revision, DEP shall notify the Customer of such objection(s) and, within fifteen days thereafter, the Customer may provide DEP with a further revised proposed budget for its Project Manager's written approval. If the Customer disagrees with DEP's objections, DEP and the Customer shall work together in good faith to develop reasonable revisions to the budget acceptable to DEP in its sole discretion.
- c) The Customer will be responsible for completing the Work/Services in accordance with the milestones shown on the schedule attached as Attachment B. DEP may declare an event of default under this Agreement if the Customer fails to satisfy its obligations in accordance with the schedule set forth by Attachment B; provided, however, that DEP

shall first give the Customer reasonable notice and an opportunity to cure the potential default pursuant to the terms of this Agreement. In the event the Customer believes that the extension of a milestone is warranted, it may seek such an extension from DEP's Project Manager. If DEP's Project Manager agrees in writing to grant the requested extension to the milestone schedule in Attachment B, in his/her sole discretion, the schedule in Attachment B shall be deemed amended accordingly.

5. Management of the Work/Services

- a) The Customer shall be responsible for managing and completing the Work/Services in accordance with the schedule and budget approved by DEP pursuant to Section 4, above. It is the responsibility of the Customer to ensure that all Work/Services are completed by the Expiration Date.
- b) The Customer shall be responsible for administering all contracts necessary to complete the Work/Services in such a manner as to ensure compliance with all applicable laws and regulations and to include all elements necessary to implement the conservation measures included in the Plan.
- c) Upon request, the Customer shall immediately provide DEP with a copy of any contract entered into by it with respect to any aspect of the Work/Services and of any subcontract entered into by its contractor(s) or consultant(s).
- d) The Customer agrees that it is fully responsible to DEP for the acts and omissions of its contractors, consultants, subconsultants and subcontractors, and of persons either directly or indirectly employed by any of the foregoing, as it is for the acts and omissions of any person directly employed by it. DEP shall not be responsible for the work, direction, compensation, or personal conduct of the Customer's servants, employees, agents, consultants, contractors, subconsultants and/or subcontractors while engaged or performing Work/Services under this Agreement.
- e) The Customer shall not in any way be relieved of any of its responsibilities, duties, and liabilities under this Agreement by virtue of entering into any contract or subcontract for the performance of any portion of the Work/Services.

6. **Costs to be Funded Under this Agreement**

- a) Eligible Costs. DEP agrees to reimburse for the actual, reasonable and necessary costs of performing the Work/Services in accordance with the terms and conditions of this Agreement ("Eligible Costs"). The Eligible Costs shall include the Customer's actual costs:
 - i. to retain consultants and/or contractors to perform Work/Services as set forth in Attachment B; and
 - ii. to purchase or lease equipment and materials needed to perform the Work/Services.
- b) Total Eligible Costs. Notwithstanding anything to the contrary herein, the aggregate total of all Eligible Costs payable by DEP hereunder shall not exceed THREE HUNDRED ELEVEN THOUSAND (\$311,000.00) dollars ("Total Eligible Costs").
- c) Administration of Funds by the Customer. The Customer shall manage, coordinate, and administer the costs and payments required in connection with the performance of the Work/Services in accordance with the terms hereof. The Customer shall deposit all funds received pursuant to this Agreement in a separate account not to be co-mingled with funds from other sources and shall use such funds solely to fulfill its obligations hereunder. In no event shall any funds distributed by DEP to the Customer under this Agreement be used for any expense other than Eligible Costs.
- d) Excess Costs. Any costs or expenses related to the Work/Services that exceed the Total Eligible Costs or are determined by DEP in its discretion not to qualify as an Eligible Cost shall be borne by the Customer.

7. **Process for Accounting and Payment of DEP Funds:**

- (a) The Customer may submit an invoice to DEP after the Commencement Date for an initial advance payment in the amount not to exceed SIXTY-TWO THOUSAND, TWO-HUNDRED (\$62,200.00) dollars.

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(b) Up to three additional interim invoices may be submitted, no more frequently than quarterly, for advance payments of up to SIXTY-TWO THOUSAND, TWO-HUNDRED (\$62,200.00) dollars each, provided that the quarterly accounting procedure described below in Subsection 7(d) must have demonstrated that the balance of available funds held by Customer under this Agreement is less than SIXTEEN THOUSAND (\$16,000.00) dollars.

(c) After completion of all Work/Services in accordance with this Agreement, and no sooner than a calendar quarter after its last invoice, the Customer may submit an invoice for final payment reimbursing it for Eligible Costs that have been paid out by the Customer but not covered by the prior payments, accompanied by its final accounting submission under Subsection (d), below. The total amount of payments by DEP to the Customer shall not exceed the Total Eligible Costs.

(d) The Customer shall submit to DEP a quarterly accounting for approval and reconciliation together with appropriate back-up documentation, itemizing all payments by and expenses of the Customer that have actually been incurred. The Customer shall submit the accounting and related documents by the thirtieth day of the month immediately following the three-month period for which the accounting is submitted. Each accounting shall include a notarized certification from a duly authorized Customer official indicating that the payments made by the Customer were for Work/Services actually performed, that the Work/Services performed were in accordance with the Agreement, and that the cost of such Work/Services was fair and reasonable. Where DEP's reconciliation indicates that there has been an overpayment or underpayment for prior expenses, an appropriate adjustment shall be made in connection with future payment(s), or, if necessary, reimbursement of DEP by the Customer shall be required.

(e) Upon the earlier of (i) completion of the Work/Services, or (ii) the Expiration Date, assuming no extension of the term is granted under Subsection 1(c), or (iii) the termination of this Agreement pursuant to Section 1; any funds that have been paid to the Customer that have not actually been spent on Eligible Costs, nor committed for Eligible Costs in connection with Work/Services already performed, shall be reimbursed by the Customer to

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DEP within thirty days. This provision shall survive the expiration or termination of this Agreement.

8. Maintenance and Ownership of the Conservation Measures

DEP shall not take title to and shall not be responsible for the repair or maintenance of any personal property purchased or infrastructure created as part of the implementation of any conservation measures included in the Work/Services, which shall be owned by and maintained and repaired as needed by the Customer. The provisions of this Section shall survive the expiration or termination of this Agreement.

9. Notices

A notice given in accordance with this Agreement will be effective upon receipt by the party to which it is given or, if mailed, upon the earlier of receipt and the fifth business day following mailing. Unless otherwise specified in this Agreement, any notice called for hereunder shall be mailed by ordinary mail and emailed (where addresses are given) to the Parties at the following addresses:

To DEP:

New York City Department of Environmental Protection
Bureau of Environmental Planning & Analysis
59-17 Junction Blvd., 11th Floor
Flushing, New York 11373-5108
Attn: Gina Behnke, Project Manager
E-mail: gshcherbenko@dep.nyc.gov

With copies to:

New York City Department of Environmental Protection
Bureau of Legal Affairs
59-17 Junction Blvd., 19th Floor
Flushing, New York 11373-5108
Attn: General Counsel

-and-

New York City Department of Environmental Protection
Bureau of Water Supply
P.O. Box 358
Grahamsville, New York 12740
Attn: Manager, Community Water Section

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E-mail: brichardson@dep.nyc.gov

To the Customer:

Village of Tarrytown
1 Depot Plaza
Tarrytown, NY 10591
Attn: Dan Pennella, Village Engineer
E-mail: dpennella@tarrytowngov.com

With a copy to:

Village of Tarrytown, Attorney
1 Depot Plaza
Tarrytown, NY 10591
Attn: Corporation Counsel
E-mail:

Either Party may, from time to time, change its address(es) for notices by giving notice of such change to the other Party in the manner specified in this Section.

10. Default

If the Customer defaults in the observance or performance of any term of this Agreement, including the milestone schedule set forth on Attachment B, and such default continues for more than fifteen calendar days after written notice of such default is received by the Customer from DEP, DEP may, in addition to any other rights or remedies available at law or in equity, suspend its performance or terminate this Agreement by written notice of suspension or termination, sent by certified mail to the Customer, specifying a date of suspension or termination that shall not be less than five business days from the date such notice is sent. However, if such default cannot reasonably be cured within fifteen calendar days, the Agreement may not be terminated if: (i) the Customer commences appropriate actions to cure the default prior to the end of the fifteen-day period, (ii) such actions have been approved in writing by DEP, and (iii) the Customer thereafter diligently prosecutes the actions necessary to cure the default to the complete satisfaction of DEP.

11. Independent Contractors

- a) The Customer agrees and acknowledges that it and its contractors and consultants are independent contractors and not employees of DEP or the City. Accordingly, neither

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the Customer nor any of its contractors or consultants or any of their respective employees or agents performing Work/Services in connection with this Agreement will hold themselves out as, or claim to be, officers or employees of the City, or of any department, agency or unit of the City, by reason of this Agreement, and they will not, by reason of this Agreement, make any claim, demand or application to or for any right or benefit applicable to an officer or employee of the City, including, but not limited to, Workers' Compensation coverage, disability benefits coverage, unemployment insurance benefits, Social Security coverage or employee retirement system membership or credit.

- b) All persons who are employed by the Customer and all consultants or contractors that are retained by the Customer to perform Work/Services for the Customer are not under contract with the City. Nothing in this Agreement shall impose any liability or duty on the City for the acts, omissions, liabilities, or obligations of the Customer and its contractors or consultants, or any of their respective officers, employees, or agents, or for taxes of any nature in connection with the Work/Services performed. Except as specifically stated in this Agreement, nothing in this Agreement shall impose any liability or duty on the City to any person or entity.

12. Insurance

- a) Prior to this Agreement being registered pursuant to Section 328 of the City Charter, the Customer must provide evidence that it has procured, and must maintain throughout the term of this Agreement, the insurance set forth in Part 1 of Attachment C ("Insurance Requirements"), annexed to this Agreement and incorporated herein by this reference. The City, together with its officials and employees, shall be named as an additional insured on such insurance policies as set forth in Attachment C.
- b) Before Work/Services are commenced, the Customer shall require its consultants, subconsultants, contractors, and subcontractors to procure and provide evidence of insurance in the types and amounts set forth in Part II of Attachment C, and require that such insurance be maintained during the entire period of their respective contracts to provide such Work/Services. The City, together with its officials and employees, shall

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be named as an additional insureds on such insurance as set forth in Attachment C. Proof of insurance for each and every policy required in Attachment C, shall be furnished to DEP for its review and approval before the relevant Work/Services are commenced.

13. Indemnification

- a) To the fullest extent permitted by law, the Customer shall indemnify, defend and hold the City and its officials and employees (the "Indemnitees") harmless against any and all claims (including, but not limited to, claims asserted by any employee of the Customer or any of its contractors, consultants, subconsultants and/or subcontractors) and costs and expenses of whatever kind (including, but not limited to, payment or reimbursement of attorneys' fees and disbursements) allegedly arising out of or in any way related to the operations of the Customer and its employees, contractors, consultants, subconsultants and/or subcontractors in the performance of this Agreement or the Customer's and/or its employees', contractors', consultants', subconsultants' and/or subcontractors' failure to comply with any of the provisions of this Agreement or of the law. Such costs and expenses shall include all those incurred in defending the underlying claim and those incurred in connection with the enforcement of this Section by way of cross-claim, third-party claim, declaratory judgment action, or otherwise. The Parties expressly agree that the indemnification obligation hereunder contemplates (i) full indemnity in the event of liability imposed against the Indemnitees without negligence and solely by reason of statute, operation of law or otherwise and (ii) partial indemnity in the event of any actual negligence on the part of the Indemnitees either causing or contributing to the underlying claim (in which case, indemnification will be limited to any liability imposed over and above that percentage attributable to actual fault whether by statute, by operation of law, or otherwise). Where partial indemnity is provided hereunder, all costs and expenses shall be indemnified on a pro rata basis.
- b) The Customer shall include a provision in all of its contracts related to the Work/Services requiring that its contractors and consultants shall indemnify, defend,

and hold the Indemnitees harmless to the same extent set forth in subsection (a) of this Section, immediately above.

- c) Indemnification under this Section or any other provision of this Agreement shall operate whether or not the Customer and its contractors, consultants, subconsultants and/or subcontractors have placed and maintained the insurance required under Section 12.
- d) The Customer waives all rights against the City for any damages or losses for which either is covered under any insurance required under this Agreement (whether or not such insurance is actually procured) or any other insurance applicable to the operations of a contractor, consultant, subconsultant or subcontractor of the Customer.
- e) The provisions of this Section shall not be deemed to create any new right of action in favor of any third parties against the City.

14. Infringements

The Customer shall defend, indemnify, and hold the Indemnitees harmless from any and all claims (even if the allegations of the lawsuit are without merit) or judgments for any damages and from the costs and expense to which the City may be subject or which it may suffer or incur allegedly arising out of or in connection with any infringement by the Customer, its contractors, consultants, subconsultants and/or subcontractors of any copyright, trademark, trade secrets, patent rights, or any other property or personal right of any third party in the performance of this Agreement. Insofar as the facts or law relating to any claim would preclude the Indemnitees from being completely indemnified by the Customer, the Indemnitees shall be partially indemnified by the Customer to the fullest extent permitted by law.

15. The Customer's Representations and Warranties

- a) The Customer represents and warrants that:
 - i. it has all requisite power and authority to execute, deliver, and perform this Agreement;

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- ii. this Agreement has been duly authorized by all necessary action on its part, has been duly executed and delivered by the Customer, and assuming due execution and delivery by DEP, and registration pursuant to Section 328 of the Charter, constitutes the legal, valid and binding agreement of the Customer, enforceable in accordance with its terms; and
 - iii. the execution and delivery of this Agreement, and compliance with the provisions hereof, do not and will not conflict with or constitute a violation or default under any provision of applicable law, charter, ordinance, or regulation or to the extent of its knowledge, and any information reasonably knowable, of any material agreement, judgment, injunction order, decree or other instrument binding upon it.

- b) Acceptance by the Customer of funds provided by DEP hereunder shall be deemed at each such time to be a reaffirmation of the foregoing representations and warranties.

16. No Discrimination

The Customer agrees that it has not and will not, in connection with the performance of this Agreement, engage in any unlawful discrimination based upon actual or perceived race, color, creed, religion, religious practice, political beliefs or affiliations, ancestry, national origin, sex, sexual orientation, gender, disability or other handicap, predisposing genetic characteristics, pregnancy, age, veteran or military status, marital/familial status, partnership status, arrest or conviction record, status as a victim of domestic violence, stalking or sex offenses, unemployment status, or status with regard to public assistance or any other class protected by federal, state or local law with respect to all employment decisions, including, but not limited to, recruitment, hiring, upgrading, demotion, downgrading, transfer, training, rates of pay or other forms of compensation, layoffs, termination, and all other terms and conditions of employment.

17. Compliance with Law

The Customer agrees that it will comply with all federal, State, and local laws, rules, and regulations in performing its obligations hereunder and in prosecuting and ensuring the completion of the Work/Services.

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18. Incorporation of Applicable Laws

The Parties agree that each and every provision of federal, State, or local law, rule, regulation, or order applicable to this Agreement, that is required to be included in this Agreement, is incorporated herein by this reference. Furthermore, it is hereby stipulated that every such provision is to be deemed inserted herein, and if, through mistake or otherwise, any such provision is not inserted or is not inserted in correct form, then this Agreement shall forthwith, upon the application of either Party, be amended by any such insertion so as to comply strictly with such law, rules, regulation or order and without prejudice to the rights of either Party.

19. Cooperation with Investigations

The Parties agree to cooperate fully and faithfully with any investigation, audit or inquiry relating to the subject matter of this Agreement conducted by a State or City governmental agency or authority that is empowered directly or by designation to compel the attendance of witnesses and to examine witnesses under oath, or conducted by the Inspector General of a governmental agency or entity that is a party in interest to the transaction, submitted bid, submitted proposal, contract, lease, permit or license that is the subject of the investigation, audit, or inquiry. Any breach or violation of the foregoing may be deemed a breach or violation of this Agreement.

20. Copyrights and Access to Information

The City shall have the right to use all written materials, documents, data, and information that are gathered or prepared pursuant to the Agreement for any purpose deemed appropriate by the City. In furtherance thereof, the Customer hereby grants to the City a royalty-free, worldwide, non-exclusive, perpetual, irrevocable license to use, execute, reproduce, make, modify, adapt, display, perform and create derivative works of, all written material, documents, data and information that are gathered or prepared pursuant to this Agreement, including, but not limited to, all designs, plans, specifications and models created hereunder.

21. No Claim against Officers, Agents or Employees

No claim whatsoever shall be made by either party against any individual officer, agent or employee of the other party in their personal capacity for, or on account of, anything done or

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omitted in connection with this Agreement.

22. Waiver

Neither party shall be deemed to have waived the observance or performance of any term or provision of this Agreement, or any default hereunder, except pursuant to a written instrument of waiver signed by such party. No waiver of the observance or performance of any term or provision of this Agreement, or of any default hereunder, shall be deemed to be a waiver of any subsequent failure to observe or perform this Agreement, or of any subsequent default hereunder.

23. Retention of Records

- a) The Customer agrees to retain all books, records and other documents relevant to this Agreement for six years after the final payment under, or termination of, this Agreement, whichever is later. City, State and federal auditors and any other persons duly authorized by DEP shall have full access to and the right to examine any of said materials during said period, including ensuring that any funds administered under this Agreement were applied in accordance with the terms and conditions herein. DEP shall have the right, at any time during normal business hours, to inspect, examine and/or make copies of any such books, records, or other documents. The same right shall be afforded to representatives of the State Comptroller or the City Comptroller, or any other person duly authorized by DEP.
- b) All receipts, management, and disbursements of funds provided by DEP pursuant to this Agreement and the records and accounts evidencing such receipts, management, and disbursements shall be subject to audit by the State Comptroller and by the City, including the City Comptroller, pursuant to the rights and powers of such officials as conferred upon them by State and City law. The Customer agrees to cooperate with any such audits.
- c) The Customer shall prepare and maintain its records and accounts of receipts, management, and disbursements of funds under this Agreement in accordance with

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generally accepted government accounting standards and shall provide a summary of such records and accounts to DEP as requested.

24. Amendments

This Agreement may not be modified or amended except by an instrument in writing signed by both of the Parties and approved in accordance with all applicable requirements.

25. No Third-Party Beneficiaries

This Agreement does not, and is not intended to, confer any rights or remedies upon any person or entity other than the Parties.

26. Assignment

This Agreement may not be assigned, in whole or in part, except pursuant to a written instrument signed by both of the Parties.

27. Cooperation; Obligation to Provide Documents

Both Parties acknowledge and agree that during the term of this Agreement, each shall cooperate with the other and provide each other promptly with all documentation, reports, and information that may be necessary to carry out their respective obligations under this Agreement.

28. Choice of Law

This Agreement shall be governed by and construed in accordance with the laws of the State.

29. Severability; Entire Agreement

- a) If any provision of this Agreement or its application is determined to be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of all other provisions and applications hereof shall not in any way be affected or impaired.

- 2
- b) This Agreement constitutes the entire understanding between the Parties with respect to the subject matter hereof and supersedes all prior agreements with respect to such subject matter, whether written or oral.

30. Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

31. Force Majeure

The obligations set forth in this Agreement may be delayed if either Party cannot comply with the terms of this Agreement because of an act of God, war, strike, or other condition as to which conduct on the part of the Party or its agent was not the proximate cause; *provided, however*, that such Party notifies the other Party in writing within ten business days of obtaining knowledge of any such condition and requests an appropriate extension of the relevant terms of this Agreement and provided further that such Party will make its best efforts to provide for alternative arrangements to fulfill the obligation.

2.

IN WITNESS WHEREOF the Assistant Commissioner/Agency Chief Contracting Officer (ACCO) on behalf of the New York City Department of Environmental Protection and the Mayor of the Customer have executed this Agreement, in triplicate, one part to be filed with the Comptroller of the City of New York, one part to be retained by the Department of Environmental Protection, and one part to be delivered to the Customer.

CITY OF NEW YORK

VILLAGE OF TARRYTOWN

BY: _____
Elisa Velasquez
Assistant Commissioner /ACCO
Department of Environmental Protection

BY: _____
Name: _____
Title: _____

Dated: _____

Dated: _____

Approved as to Form
and Certified as to Legal Authority:

Acting Corporation Counsel
of the City of New York

Dated: _____

2
State of New York)

ss.:

County of Queens)

On the _____ day of _____, in the year 2018 before me, the undersigned, personally appeared _____, Agency Chief Contracting Officer, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual or person upon behalf of which the individual acted, executed the instrument.

Notary Public

State of New York)

ss.:

County of)

On the _____ day of _____, in the year 2018 before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

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ATTACHMENT A: PLAN

ATTACHMENT B:

SCOPE OF WORK/SERVICES, with BUDGET and MILESTONES

Scope of Work/Services and Budget

1. Water Loss Assessment

- a. Complete an American Water Works Association (AWWA) M36 water audit by April 1 each year for the duration of the contract, which will serve as the baseline from which to calculate savings in future interventions. Submit completed AWWA M36 water audit to DEP for review and validation.

2. Water Loss Control: Leak Detection and Pressure Management – Not To Exceed \$150,000

- a. Retain a consultant and/or purchase equipment (Tarrytown to maintain ownership of equipment following completion of services), as necessary, to complete a total of three system-wide leak detection surveys, in 2020, 2021 and 2022 (termed “comprehensive leak detection surveys” in Attachment A and “Milestones for Completion of Deliverables”).
- b. Retain a consultant and/or purchase equipment (Tarrytown to maintain ownership of equipment following completion of services), as necessary, to complete ongoing leak detection surveys throughout the contract term on an as-needed basis (termed “maintenance leak detection surveys” in Attachment A and “Milestones for Completion of Deliverables”).
- c. Retain a consultant, as necessary, to inventory actual operating pressures, in 2020 and 2021.
- d. Reduce leakage by optimizing pressure regimes, throughout the contract term.

3. Water Loss Control: Leak Repairs – Not to Exceed \$161,000

- a. Retain a leak repair company, and/or purchase materials (Tarrytown to maintain ownership of materials following completion of services), as necessary, to repair leaks identified in the initial comprehensive leak detection survey (termed “Round 1 of leak repairs” in Attachment A and “Milestones for Completion of Deliverables”).
- b. Each year, for the duration of the contract, retain a leak repair company, and/or purchase materials (Tarrytown to maintain ownership of materials following completion of services), as necessary, to repair additional leaks identified in the subsequent comprehensive leak detection surveys and any maintenance leak detection surveys (termed “Round 2 of leak repairs” in Attachment A and “Milestones for Completion of Deliverables”).

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Milestones for Completion of Deliverables

| Sequence | Deliverable(s) | Milestones |
|----------|---|--|
| A | SEQRA Compliance | Complete by 60 days from NTP |
| | Permits, Easements, Licenses, Approvals, and Permissions | Complete by 90 days from NTP |
| B | Submit Results of Water Loss Assessment | All deliverables not to commence prior to conclusion of A |
| | <ul style="list-style-type: none"> Complete annual AWWA M36 water audit Submit results of AWWA M36 water audit to DEP for review and validation | <p>Completion of initial Water Loss Assessment 180 days from NTP</p> <p>Completion of annual AWWA audit and submission to DEP by April 1 of each year throughout the life of the contract, beginning in 2020</p> |
| C | Complete Water Loss Control: Leak Detection | <p>All deliverables not to commence prior to conclusion of A and B</p> <p>Completion of comprehensive leak detection survey by June 1, 2020, and completion of subsequent comprehensive leak detection surveys by April 1, 2022</p> <p>Completion of ongoing maintenance leak detection surveys for the life of the contract</p> <p>Submission of leak detection survey reports, as available, for the life of the contract, and as requested by DEP</p> |
| | Complete Water Loss Control: Pressure Management | <p>All deliverables not to commence prior to conclusion of A and B</p> <p>Completion of first inventory of actual operating pressures by no later than October 1, 2020, and completion of second inventory</p> |

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| | | |
|----------|---|--|
| | | <p>of actual operating pressures by no later than October 1, 2021</p> <p>Completion of ongoing pressure regime optimization for the life of the contract</p> <p>Submission of pressure management inventories and optimization reports, as available, for the life of the contract, and as requested by DEP</p> |
| D | <p>Complete Water Loss Control: Leak Repairs</p> <ul style="list-style-type: none"> • Complete Round 1 of leak repairs • Complete Round 2 of leak repairs | <p>All deliverables not to commence prior to conclusion of A and B</p> <p>Completion of Round 1 leak repair deliverables by no later than July 1, 2021</p> <p>Completion of Round 2 leak repair deliverables by no later than the end of the life of the contract</p> <p>Submission of leak repair reports, including flow rate estimates, as available, for the life of the contract, and as requested by DEP</p> |
| G | <p>Submit Annual Report</p> <ul style="list-style-type: none"> • Submit an Annual Report with a status update of each deliverable identified in Attachment B | <p>Completion and submission of annual status reports to DEP by April 1 of each year throughout the life of the contract, beginning in 2021</p> |

ATTACHMENT C: INSURANCE REQUIREMENTS

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Note: All certificate(s) of insurance and additional insured endorsements submitted pursuant to Section 12 of the Agreement must be accompanied by a Certification of Insurance Broker or Agent consistent with the form at the end of this Attachment C and include the following information:

- For each insurance policy, the name and NAIC number of issuing company, number of policy, and effective dates;
- Policy limits consistent with the requirements listed below; and
- Additional insureds or loss payees consistent with the requirements listed below; and
- The name of this Agreement and the number assigned to it by the City (in the "Description of Operations" field).

The Customer's certificate(s) of insurance (including Certification(s) of Insurance Broker or Agent, where required) must be sent to the New York City Department of Environmental Protection, Attn: Sabrina Bhola, 59-17 Junction Boulevard, 11th Floor, Flushing, New York 11368, or sent via email to Gina Behnke at gshcherbenko@dep.nyc.gov. The City may from time to time, change its designee for submissions of insurance certificates upon notice to the Customer of such change in the manner specified in Section 9 of the Agreement.

Certificates of insurance submitted by the Customer's consultants, subconsultants, contractors or subcontractors pursuant to Section 12(b) of the Agreement must be sent to the DEP Bureau of Water Supply at the address listed in Section 9 of this Agreement.

I. Specific Types of Insurance Coverage Required to be Maintained by the Customer:

- | | |
|-----------------------------------|--|
| • Worker's Compensation | Statutory per New York State Law without regard to jurisdiction (See Part III(1), below) |
| • Employer's Liability | Statutory (See Part III(2), below) |
| • Disability Benefits Insurance | Statutory (See Part III(1), below) |
| • Commercial General Liability | \$1,000,000 per occurrence \$2,000,000 aggregate, per project Additional Insureds: City of New York, including its officials and employees, with coverage at least as broad as ISO Forms CG 20 10 or CG 20 26 and CG 20 37 (See Part III(3), below, for additional requirements) |
| • Commercial Automobile Liability | \$1,000,000 per accident Combined Single Limit |

(See Part III(4), below)

II. Specific Types of Insurance Coverage Required to be Maintained by Consultants/Contractors Retained by the Customer (see Agreement, Section 12) with Minimum Limits and Special Conditions:

- Workers' Compensation Statutory per New York State Law
without regard to jurisdiction
(See Part III(1), below)
- Employers' Liability Statutory (See Part III(2), below)
- Disability Benefits Insurance Statutory (See Part III(1), below)
- Commercial General Liability \$1,000,000 per occurrence for bodily
Injury/property damage
\$500,000 personal and advertising injury
\$2,000,000 aggregate, per project
\$2,000,000 products/completed operations
Additional Insureds:
City of New York, including its officials and
employees, with coverage at least as broad as
ISO Forms CG 20 10 or CG 20 26 and CG
20 37

(See Part III(3), below)
- Commercial Automobile Liability \$1,000,000 per accident combined single
limit

If vehicles are used for transporting
hazardous materials, the contractor shall
provide pollution liability broadened
coverage for covered autos (endorsement CA
99 48) as well as proof of MCS 90

(See Part III(4), below)
- Professional Liability Insurance \$1,000,000 per claim
(for all professional services contracts) (See Part III(6), below)
- Builders' Risk 100% of the value of the construction work
(for construction contracts only) to be performed
City should be named as "loss payee as its
interests may appear"

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(See Part III(5), below)

III. General Provisions Applicable to Insurance Coverage:

In each case below, the reference to "Contractor" shall mean the Party required to maintain insurance coverage, and the reference to "Contract" shall mean the contract pursuant to which the consultant or contractor is providing services to the Customer pursuant to this Agreement, or, in the case of the Customer's obligation to provide insurance, this Agreement itself.

Section 1 Worker's Compensation and Disability Benefits Insurance:

Before performing any work under the Contract, the Contractor shall procure Worker's Compensation and Disability Benefits Insurance in accord with the laws of the State of New York on behalf of all employees who are to provide labor or services under the Contract.

Section 2 Employer's Liability Insurance:

Before performing any work under the Contract, the Contractor shall procure Employer's Liability Insurance affording compensation due to bodily injury by accident or disease sustained by any employee arising out of and in the course of his or her employment under the Contract.

Section 3 Commercial General Liability:

The Contractor shall provide Commercial General Liability Insurance covering claims for property damage and/or bodily injury, including death, and personal and advertising injury which may arise from any of the operations under the Contract. Coverage under this insurance shall be at least as broad as that provided by the latest edition of Insurance Services Office ("ISO") Form CG 0001. Such insurance shall be "occurrence" based rather than "claims-made" and include, without limitation, the following types of coverage damage to work performed by subcontractors; explosion, collapse and underground (XCU); and construction means and methods. Such insurance shall contain a "per project" aggregate limit, as specified above, that applies separately to operations under the Contract. Such Commercial General Liability Insurance shall name the City as an Additional Insured. Coverage for the City shall specifically include the City's officials and employees, be at least as broad as the latest edition of ISO Form CG 20 10 or CG 20 26 and provide completed operations coverage at least as broad as the latest edition of ISO Form CG 20 37. ISO Form CG 20 37 shall be maintained at least three years after completion of the Contract work.

Section 4 Commercial Automobile Liability:

- (a) The Contractor will provide Commercial Automobile Liability Insurance covering liability arising out of ownership, maintenance or use of any owned (if any), non-owned and hired vehicles to be used in connection with the Contract. Coverage shall be at least as broad as the latest edition of ISO Form CA0001.
- (b) If vehicles are used for transporting hazardous materials, the Commercial Automobile Liability Insurance shall be endorsed to provide pollution liability broadened coverage for covered vehicles (endorsement CA 99 48) as well as proof of MCS 90.

Section 5 Builders Risk Insurance

The Village or the Village's contractor shall maintain Builders Risk Insurance on a completed value form for the total value of the work under the Contract. Such insurance shall be provided on an All Risk basis and, unless waived by DEP, it shall include coverage, without limitation, for terrorism, windstorm (including named windstorm), water (other than flood-related), storm surge, and earth movement. It shall include coverage for loss to the undamaged portion of the building, demolition cost coverage, and increased cost of construction coverage. Such insurance shall cover, without limitation, (a) all buildings and/or structures involved in the Contract work, as well as temporary structures at the work site, and (b) any property that is intended to become permanent part of such building or structure, whether such property is on the work site, in transit or in temporary storage. Policies shall name the Village and/or the Village's contractor as Named Insured and list the City as both an Additional Insured and a Loss Payee as its interest may appear.

Section 6 Professional Liability Insurance

- (a) If professional services are provided pursuant to the Contract, the Contractor shall maintain and submit evidence of Professional Liability Insurance appropriate to the type(s) of such services to be provided under the Contract in the amount of at least One Million Dollars (\$1,000,000) per claim. The policy or policies shall include an endorsement to cover the liability assumed by the Contractor under the Contract arising out of the negligent performance of professional services or caused by an error, omission or negligent act of the Contractor or anyone employed by the Contractor.
- (b) All subcontractors of the Contractor providing professional services under the Contractor for which Professional Liability Insurance is reasonably commercially available shall also maintain Professional Liability Insurance in the amount of at least One Million Dollars (\$1,000,000) per claim, and the Contractor shall provide to DEP, at the time of its request for subcontractor approval, evidence of such Professional Liability Insurance on forms acceptable to DEP.
- (c) Claims-made policies will be accepted for Professional Liability Insurance. All such policies shall have an extended reporting period option or automatic coverage of not less than two (2) years. If available as an option, the Contractor shall purchase extended reporting period coverage effective on cancellation or termination of such insurance unless a new policy is secured with a retroactive date, including at least the last policy year.

Section 7 Miscellaneous Requirements for Insurance Coverage and Policies

- (a) All required insurance policies shall be procured from companies that are licensed to do business in the State of New York and have an A.M. Best rating of at least A- /VII or a Standard and Poor's rating of at least A, unless prior written approval is obtained from the Office of the New York City Corporation Counsel.
- (b) All insurance policies shall be primary (and non-contributing) to any insurance or self-insurance maintained by the City.
- (c) The Contractor shall be solely responsible for the payment of all premiums for all required insurance policies and all deductibles or self-insured retentions to which such policies are subject, whether or not the City is an insured under the policy.

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- (d) There shall be no self-insurance program with regard to any insurance required under this Agreement unless approved in writing by DEP. Any such self-insurance program shall provide the City with all rights that would be provided by traditional insurance required under this Attachment C, including, but not limited to, the defense obligations that insurers are required to undertake in liability policies.
 - (e) The City's limits of coverage for all types of insurance required under this Agreement shall be the greater of (i) the minimum limits set forth above in this Attachment C or (ii) the limits provided to the Contractor as Named Insured under all primary, excess, and umbrella policies of that type of coverage.
 - (f) The Contractor may satisfy its insurance obligations under this Agreement through primary policies or a combination of primary and excess/umbrella policies, so long as all policies provide the scope of coverage required herein.
 - (g) Policies of insurance provided pursuant to this Agreement, other than those provided pursuant to Sections 1, 2 and 4, above, shall include a waiver of the right of subrogation with respect to all insureds and loss payees named therein.

Section 8 Proof of Insurance

- (a) For all types of insurance required by this Agreement, except for insurance required by Section 5, above, the Contractor shall file proof of insurance in accordance with this Section 8 within ten (10) days of award of the Contract. For insurance provided pursuant to Section 5, above, proof shall be filed by ten (10) days prior to the commencement of the portion of the Contract work covered by such policy.
- (b) For policies provided pursuant to Sections 1 and 2, above, the Contractor shall submit one of the following forms: C-105.2 Certificate of Workers' Compensation Insurance; U-26.3 - State Insurance Fund Certificate of Workers' Compensation Insurance; Request for WC/DB Exemption (Form CE-200); equivalent or successor forms used by the New York State Workers' Compensation Board; or other proof of insurance in a form acceptable to DEP. ACORD forms are not acceptable.
- (c) For policies provided pursuant to all of this Attachment C other than Sections 1 and 2, above, the Contractor shall submit one or more Certificates of Insurance on forms acceptable to DEP. All such Certificates of Insurance shall certify (a) the issuance and effectiveness of such policies of insurance, each with the specified minimum limits (b) for insurance secured pursuant to Section 3, that the City is an Additional Insured with coverage at least as broad as the most recent edition of ISO Forms CG 20 10 or CG 20 26 and CG 20 37 as applicable; and (c) the company code issued to the insurance company by the National Association of Insurance Commissioners (the NAIC number). All such Certificates of Insurance shall be accompanied by either a duly executed "Certification by Insurance Broker or Agent" in the form contained in this Attachment C or copies of all policies referenced in such Certificate of Insurance as certified by an authorized representative of the issuing insurance carrier. If any policy is not available at the time of submission, certified binders may be submitted until such time as the policy is available, at which time a certified copy of the policy shall be submitted.
- (d) Documentation confirming renewals of insurance shall be submitted to DEP prior to the expiration date of coverage of policies required under the Contract. Such proofs of insurance shall comply with the requirements of subsections (b) and (c), immediately above.

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- (e) The Contractor shall be obligated to provide the City with a copy of any policy of insurance provided pursuant to this Agreement upon the demand for such policy by DEP or the Office of the New York City Corporation Counsel.

Section 9 Operations of the Contractor:

- (a) The Contractor shall not commence performing services under the Contract unless and until all required certificates have been submitted to and accepted by DEP. Acceptance of a certificate does not excuse the Contractor from securing insurance consistent with all provisions of the Contract or of any liability arising from its failure to do so.
- (b) The Contractor shall be responsible for providing continuous insurance coverage in the manner, form, and limits required by the Contract and shall be authorized to perform Contract work only during the effective period of all required coverage.
- (c) In the event that any of the required insurance policies lapse, are revoked, suspended or otherwise terminated, for whatever cause, the Contractor shall immediately stop all Contract work, and shall not recommence work until authorized in writing to do so. Contract time shall continue to run during such periods and no extensions of time will be granted. The Contractor may be declared to be in default for failure to maintain required insurance.
- (d) In the event the Contractor receives notice, from an insurance company or other person, that any insurance policy required under this Attachment C shall be cancelled or terminated (or has been cancelled or terminated) for any reason, the Contractor shall immediately forward a copy of such notice to both DEP and the New York City Comptroller, Attn: Office of Contract Administration, Municipal Building, One Centre Street, room 1005, New York, New York 10007. Notwithstanding the foregoing, the Contractor shall ensure that there is no interruption in any of the insurance coverage required under this Attachment C.
- (e) Whenever notice of loss, damage, occurrence, accident, claim or suit to an insurance company is required under a policy maintained in accordance with this Attachment C (whether on behalf of the Contractor as Named Insured or the City as Additional Insured), the Contractor shall provide timely notice thereof. Such notice shall comply with all of the following requirements:
 - (i) The Contractor shall send written notice of any such event to all insurance carriers that issued potentially responsive policies (including commercial general liability insurance carriers for events relating to the Contractor's own employees) no later than twenty (20) days after such event and again no later than twenty (20) days after the initiation of any claim and/or suit resulting therefrom. Such notice shall contain the following information: the number of the insurance policy, the name of the Named Insured, the date and location of the incident, and the identity of the persons injured or property damaged. For any policy on which the City is an Additional Insured, such notice shall expressly specify that "this notice is being given on behalf of the City of New York as Additional Insured, as well as the Named Insured."
 - (ii) Whenever such notice is sent under a policy on which the City is an Additional Insured, the Contractor shall provide copies of the notice to the Comptroller, DEP and the City Corporation Counsel. The copy to the Comptroller shall be sent to the Insurance Unit, NYC Comptroller's Office, 1 Centre Street – Room 1222, New York, New York, 10007.

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The copy to DEP shall be sent to the address set forth at the beginning of this Attachment C. The copy to the City Corporation Counsel shall be sent to Insurance Claims Specialist, Affirmative Litigation Division, New York City Law Department, 100 Church Street, New York, New York 10007.

- (iii) If the Contractor fails to provide any of the foregoing notices to any appropriate insurance carrier(s) in a timely and complete manner, the Contractor shall indemnify the City for all losses, judgments, settlements, and expenses, including reasonable attorneys' fees, arising from an insurer's disclaimer of coverage citing late notice by or on behalf of the City.

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CERTIFICATES OF INSURANCE

Instructions to New York City Agencies, Departments, and Offices

All certificates of insurance (except certificates of insurance solely evidencing Worker's Compensation Insurance, Employer's Liability Insurance, and/or Disability Benefits Insurance) must be accompanied by one of the following:

- (1) the Certification by Insurance Broker or Agent on the following page setting forth the required information and signatures;

-- OR --

- (2) copies of all policies as certified by an authorized representative of the issuing insurance carrier that are referenced in such certificate of insurance. If any policy is not available at the time of submission, certified binders may be submitted until such time as the policy is available, at which time a certified copy of the policy shall be submitted.

CITY OF NEW YORK

CERTIFICATION BY INSURANCE BROKER OR AGENT

The undersigned insurance broker or agent represents to the City of New York that the attached Certificate of Insurance is accurate in all material respects.

[Name of broker or agent (typewritten)]

[Address of broker or agent (typewritten)]

[Email address of broker or agent (typewritten)]

[Phone number/fax number of broker or agent (typewritten)]

[Signature of authorized official, broker or agent]

*[Name and title of authorized official, broker or agent
(typewritten)]*

State of _____)

) ss.:

County of _____)

Sworn to before me this ____ day of _____ 20____

NOTARY PUBLIC FOR THE STATE OF _____

Tarrytown Items for Review and/or Clarification

Intergovernmental Agreement (IGA) including Scope of Work and Milestones for Completion of Deliverables

IGA:

- The contract now has an end date of Oct 1, 2022 (Section 1a)
- The bi-monthly reporting requirement has been removed (Section 2f)
- Milestones in Attachment B are now hard deadlines for completion (Sections 4a, 4c, 10)
- We've added the option to email insurance documentation (Attachment C)
- Please make sure that the addresses and contact information are correct, include any additional points of contact, and an email address for your Corp Counsel

Scope of Work:

- We've amended the initial Water Loss Assessment and Component Loss Analysis requirements to allow more time to implement demand management strategies. We removed the Component Loss Assessment altogether, and instead of having to hire a consultant to perform the Water Loss Assessment, we will set up a training for you to learn this so you can submit it annually to DEP. (Attachment B)
- Please make sure the milestone dates are feasible

Demand Management Plan

- Water Distribution System (Chapter 2, page 3)
 - o What is the exact miles of main in Tarrytown? (Please confirm or replace "50")
 - o What is the current operating pressure of the Tarrytown system? (Please confirm or replace "65")
- Water Loss Control (Chapter 3, page 12)
 - o Please add details about your current schedule of leak detection and repairs, including any improvements you've made to leak detection.
 - o Please include more details about when and how the leak under the stream was located and fixed - use this as an opportunity to give yourselves credit! Just please do not use any company names (i.e. "NY Leak Detection").
 - o Please add any information about current pressure management practices

Village of Tarrytown

Water Demand Management Plan



September 2018

Prepared by:



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| 4. Evaluation and Proposal of Water Demand Management Measures | 16 17 |
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1. Introduction

The Village of Tarrytown (Tarrytown) is located on the Hudson River in western Westchester County, New York. Tarrytown is bordered on the north by the Village of Sleepy Hollow (formerly North Tarrytown), to the south by the Village of Irvington, and to the east by unincorporated parts of the Town of Tarrytown. Tarrytown purchases all of its water from the New York City (NYC) Water Supply System (NYC System). This high-quality surface water originates in protected areas within the Croton Watershed, which covers an area of over 300 square miles north of Tarrytown.

Tarrytown serves 11,277 people through approximately 2,506 service accounts. In 2013, Tarrytown purchased 627.7 million gallons (MG), or 1.7 million gallons per day (MGD) of water from the NYC System. According to Tarrytown's 2013 Water Quality Report, in 2013, 1.7 MGD was the average amount of water treated and pumped into the distribution system, and the highest daily demand was 4 MG.

As the consumption of wholesale customers north of NYC (NYC Wholesale Customers) represents 10% of the NYC System's total demand, the New York City Department of Environmental Protection (DEP) and the New York City Water Board (Water Board) have undertaken a water demand management program that benefits NYC Wholesale Customers by providing support to develop and implement water demand management plans, as part of DEP's broader Water Demand Management Program. The goal of developing such plans is to equip NYC Wholesale Customers with the ability to achieve long-term water demand reductions of at least 5% by 2022.

For Tarrytown, a 5% reduction from 2013 consumption levels sets a demand management goal of approximately 31.4 MG per year (MGY), or 0.09 MGD of savings by 2022.

2. Water System Profile and Characterization

Water Supply Sources

The NYC System is an integrated network of 19 reservoirs and three controlled lakes in a nearly 2,000 square-mile watershed. The NYC System delivers approximately one billion gallons of water per day to more than eight million users in NYC, as well as about 110 MGD to nearly one million NYC Wholesale Customers living in Westchester, Putnam, Ulster, and Orange Counties

Tarrytown has two connections to the NYC System: a primary source and an emergency source. Tarrytown's year-round major source of water comes from the NYC Catskill Aqueduct via a section of aqueduct located just south of Kensico Reservoir (Kensico). Tarrytown's emergency source is the NYC Croton Aqueduct. This source can supply 4 MGD, and is normally used when the Catskill Aqueduct source is unavailable due to repairs or low flows. Tarrytown requires prior authorization from New York State to use the Croton Aqueduct source for emergency water supply. Due to the high water quality of the NYC System, both sources are unfiltered.

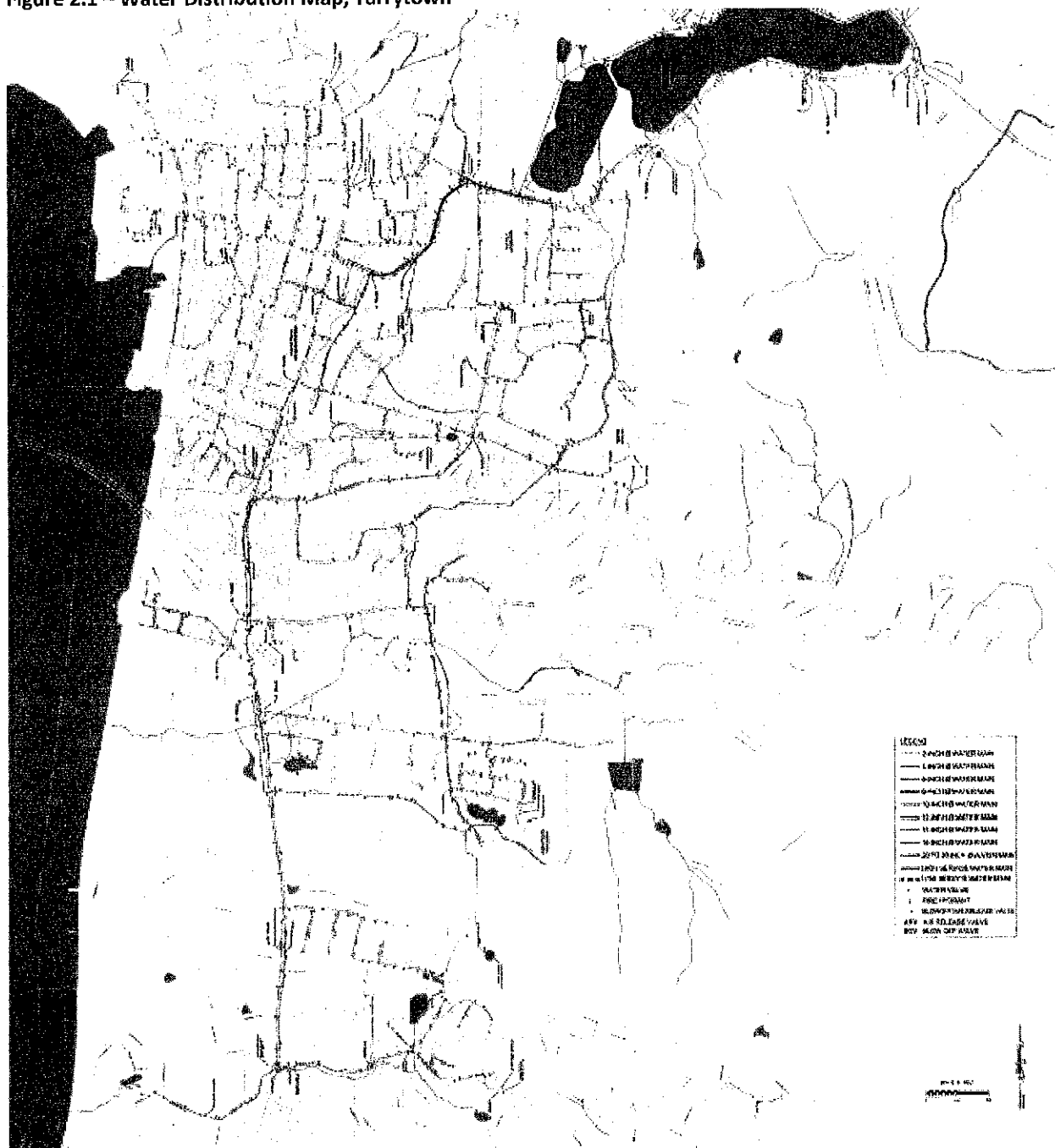
Water Treatment System

Water from both NYC System sources is disinfected with chlorine, chemically treated prior to distribution, and meets Federal and State microbiological standards. Additionally, water supplied via service tanks in Tarrytown is fed to air break tanks, where it is chlorinated and chemically treated prior to distribution.

Water Distribution System

Tarrytown's water distribution system consists of 50 miles of main, and is supplied through three service tanks: a 4 MG high service tank, located above 620 South Broadway; a 900,000 gallon low service tank located north of Sunnyside Avenue, off Neparan Road; and a 50,000 gallon air break tank located at the Shaft-10 Pumping Station on Neparan Road. Tarrytown's water distribution system is shown in Figure 2.1. The average operating pressure of the Tarrytown distribution system is 65 psi

Figure 2.1 – Water Distribution Map, Tarrytown



Service Area Characteristics

Tarrytown is a well-established community that has experienced limited, if any, population change since 2010. Population and per capita water use from 2013 to 2015 is shown in Table 2.1. With the potential for development and redevelopment in the coming years, Tarrytown could experience an increase in water demand as the planned Delaware Aqueduct outage approaches.

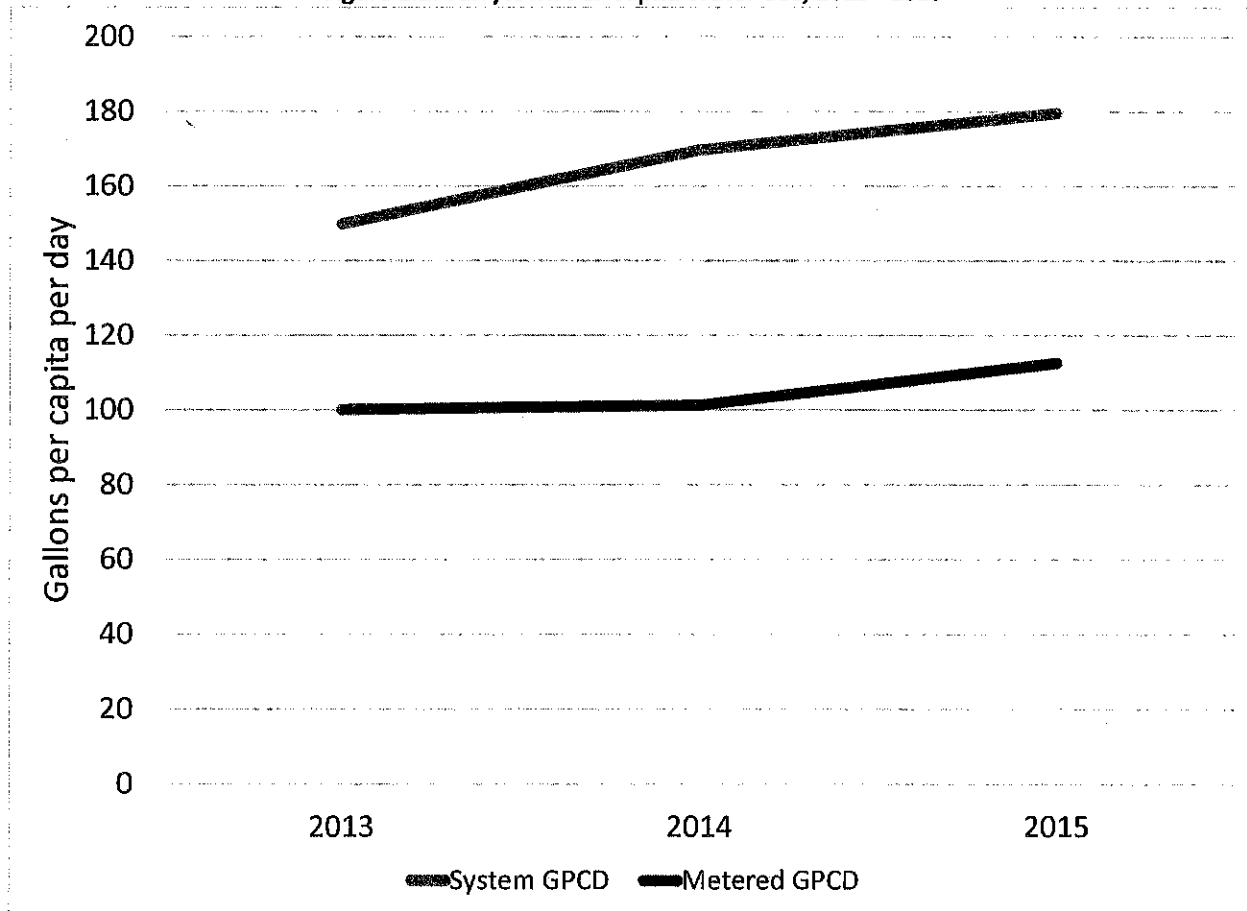
Table 2.1: Tarrytown Population and Per Capita Water Use, 2013 - 2015

| Category | 2013 | 2014 | 2015 | 3 year average |
|--------------|--------|--------|--------|----------------|
| Population* | 11,483 | 11,483 | 11,483 | 11,483 |
| Metered GPCD | 100.0 | 101.2 | 112.5 | 104.6 |
| System GPCD | 149.8 | 169.7 | 179.4 | 166.3 |

*2013 from US Census Bureau. 2014 and 2015 are estimated.

Figure 2.2 shows daily system and metered per capita demand in Tarrytown from 2013 to 2015. Per capita use has increased substantially, and the divergence between the metered and the system per capita use indicates increased non-revenue water (NRW), or water loss, in 2014 and 2015, compared to 2013. Chapter 3 closely examines water demand over this three-year period.

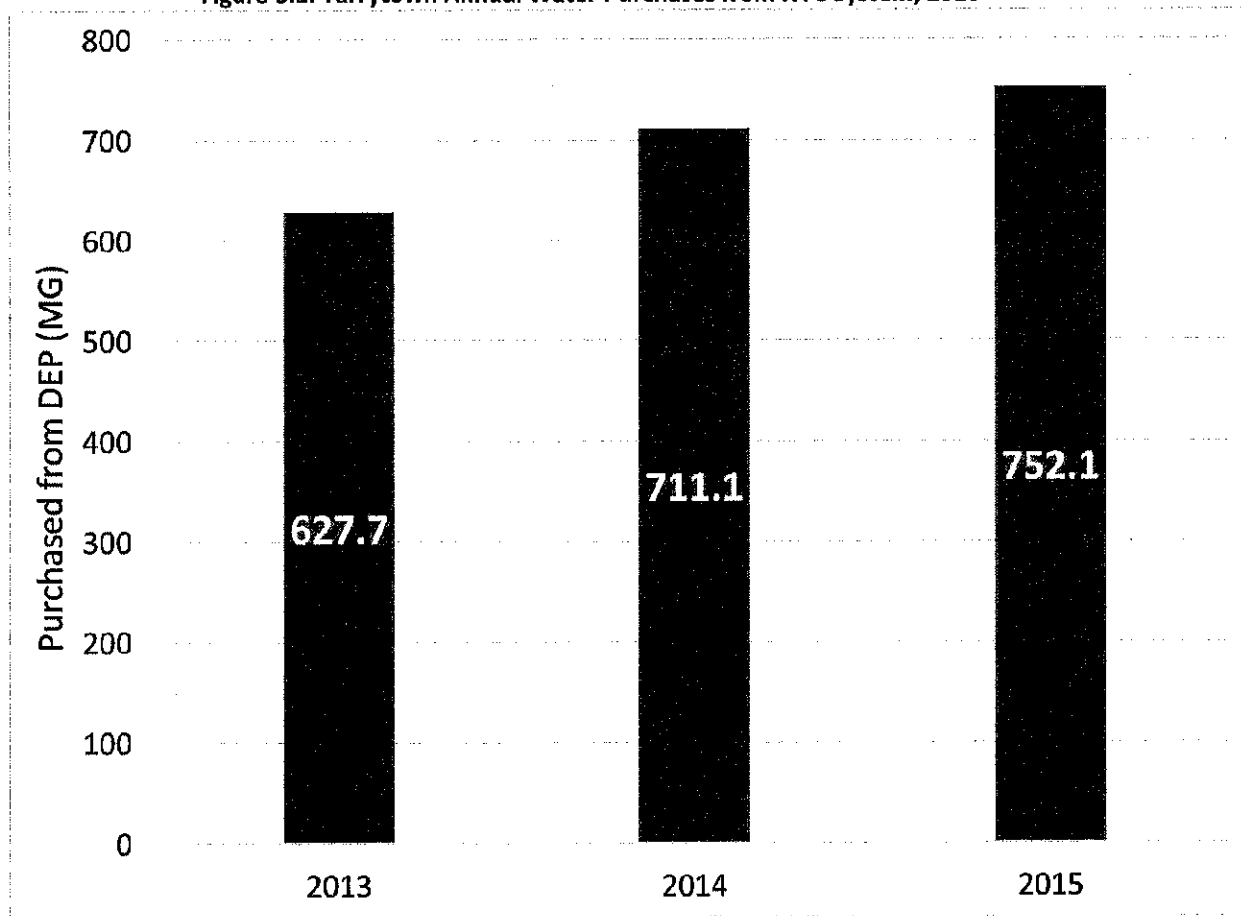
Figure 2.2: Tarrytown Per Capita Water Use, 2013 - 2015



3. Water Demand Analysis and Savings Goal

In 2013, Tarrytown purchased 627.7 MG (1.72 MGD) from the NYC System. Annual purchases for 2013 to 2015 are presented in Figure 3.1. Over this three-year period, Tarrytown purchased an average of 697 MGY from the NYC System. Notably, water purchases in 2015 were 752.1 MG, a 19.8% increase from 2013. A demand increase occurred in all customer categories in 2015, and is demonstrated in the remainder of this chapter.

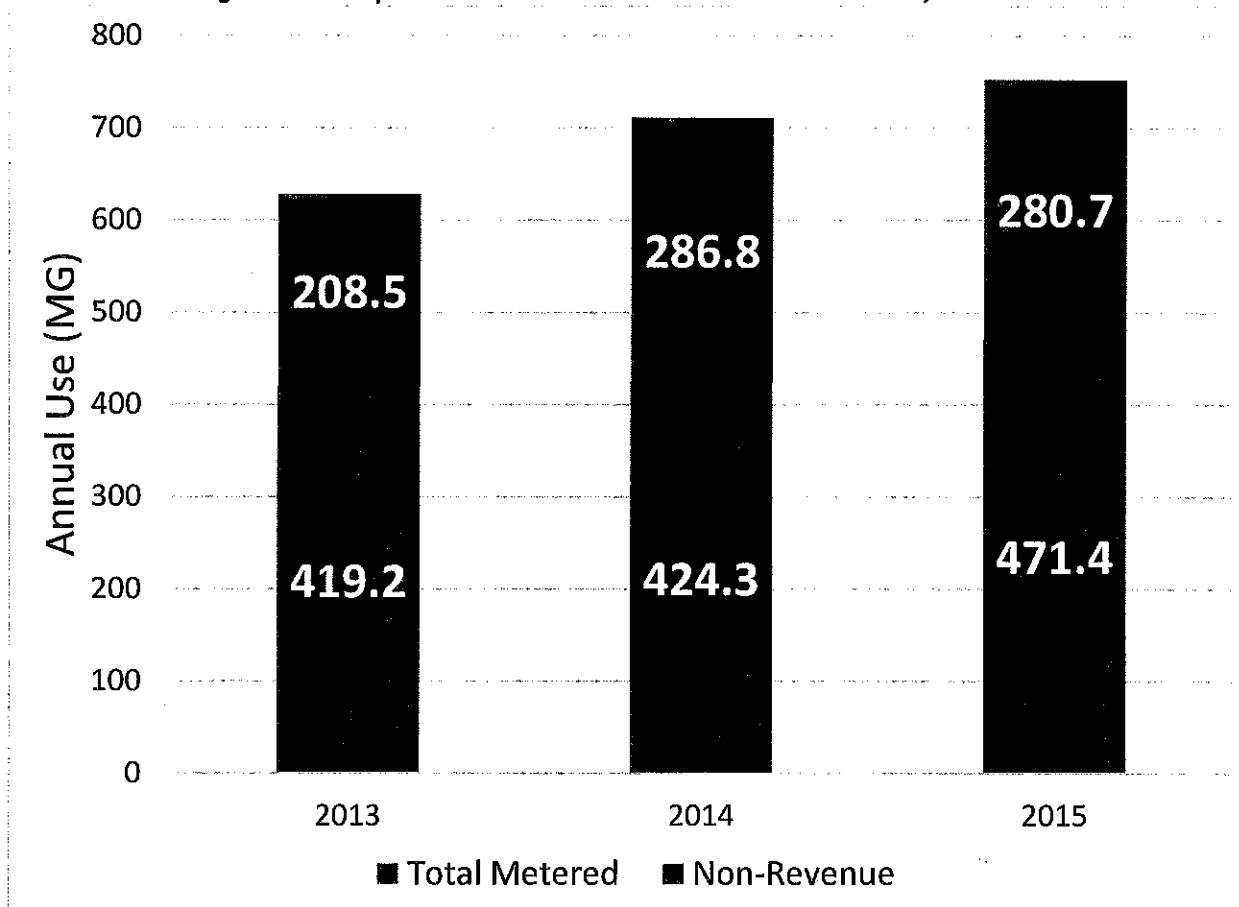
Figure 3.1: Tarrytown Annual Water Purchases from NYC System, 2013 – 2015



The total annual demand from all metered accounts and calculated non-revenue water from 2013 to 2015 is shown in Figure 3.2. Metered consumption increased 12.4% from 419.2 MG in 2013 to 471.4 MG in 2015. Between 2013 and 2015, non-revenue water in Tarrytown's distribution system ranged from 208 to 287 MG, accounted for an average of 37.0% of deliveries, and increased by 34.6%.

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Figure 3.2: Tarrytown Metered Demand and Non-Revenue Water, 2013 - 2015

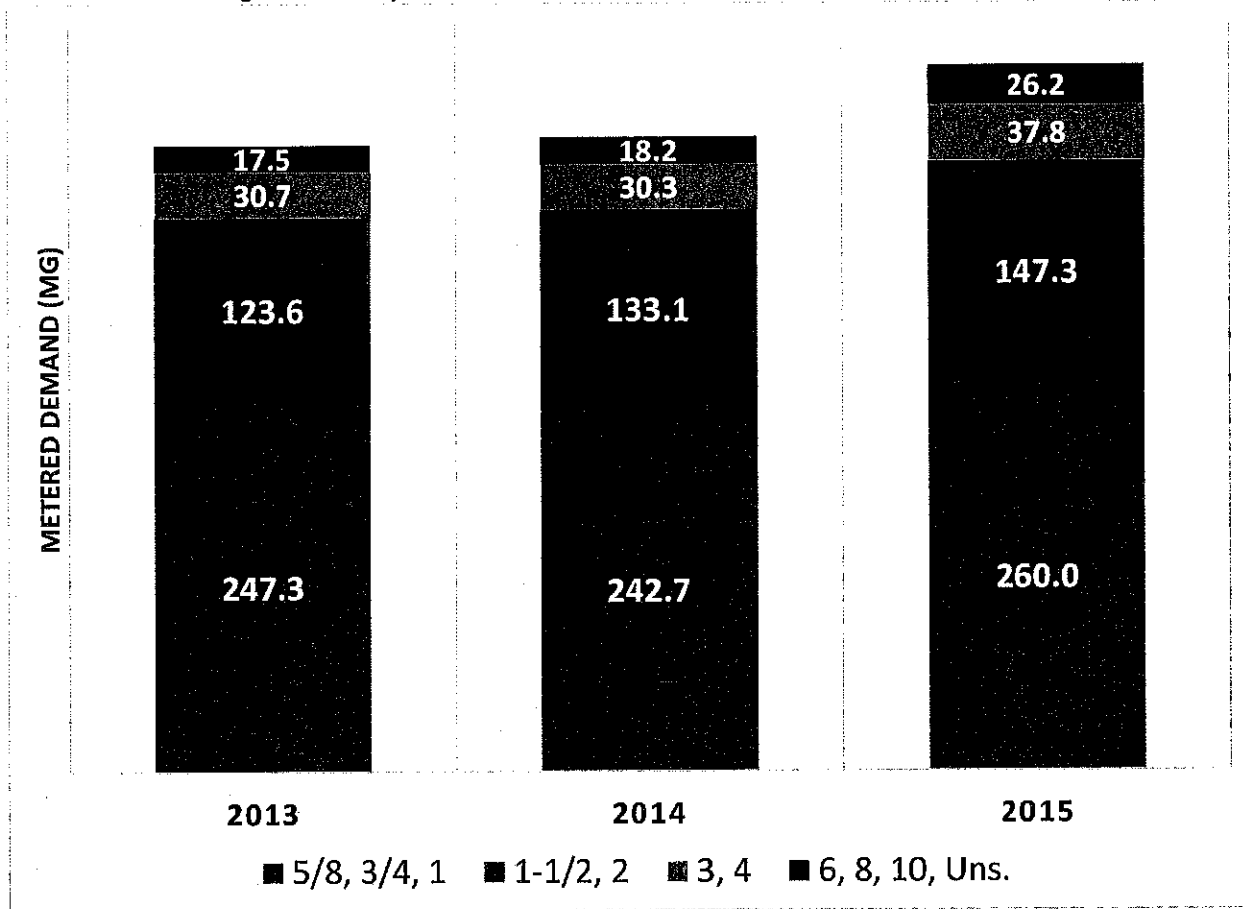


Tarrytown does not currently maintain information about the type of customers in their water billing database (e.g., single-family residential, multi-family residential, commercial, municipal buildings, etc.), and instead classifies customer accounts by the water meter size serving each property. Therefore, customer category or class can only be estimated based on meter size. In general, 5/8-inch, 3/4-inch and 1-inch meters serve single-family residences, small multi-family residences, and small businesses; 1-1/2-inch and 2-inch meters serve moderate multi-family and commercial customers; 3-inch and 4-inch meters serve large multi-family and commercial customers; and the largest meter sizes, 6-inch, 8-inch, 10-inch and Unspecified (Uns.), can serve large high-rise residential and large commercial industrial residential customers.

As shown in Figure 3.3, water use across all meter size categories was similar in 2013 and 2014, but water use increased substantially in 2015. In 2015, approximately 54% of the water demand in Tarrytown was from customers served by 5/8-inch, 3/4-inch, and 1-inch water meters, and about 31% of demand was from customers served by 1-1/2-inch and 2-inch water meters. In total, about 85% of the metered demand in Tarrytown came from customers with meters that are 2-inch and smaller.

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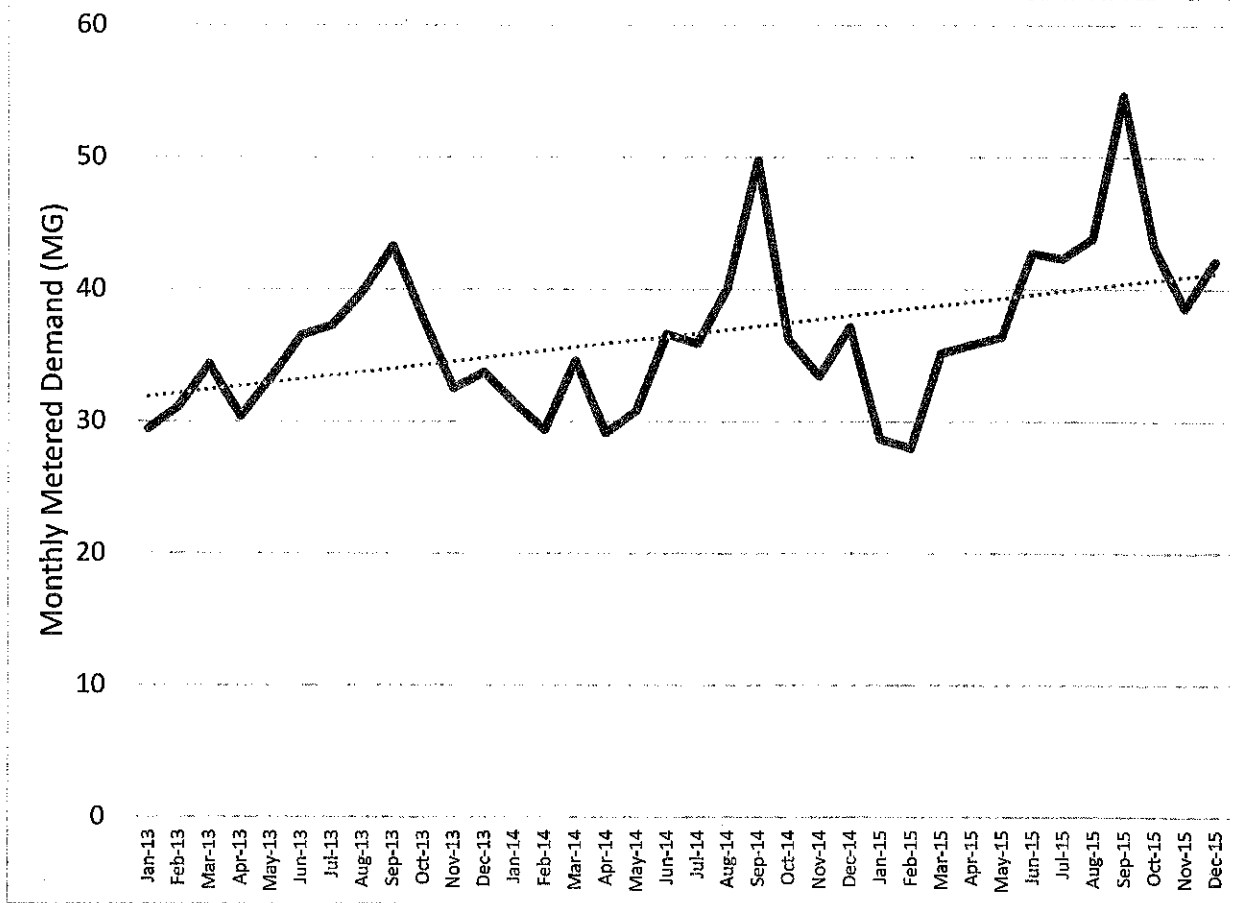
Figure 3.3: Tarrytown Metered Water Demand by Meter Size, 2013 - 2015



Tarrytown's monthly metered demand (Figure 3.5) also shows the 2015 increase in demand, with peaks in demand during summer months. A peak in demand during summer months is likely due to increased outdoor water use, indicating a hotter and drier climate. Furthermore, Figure 3.5 shows Tarrytown's increase in demand over time.

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Figure 3.5: Tarrytown Total Monthly Metered Demand, 2013 - 2015



A summary of Tarrytown's 2013 to 2015 metered water demand, purchases from the NYC System, NRW, population, and per capita water use is presented in Table 3.1.

Water Loss Analysis

As part of the preparation of this water demand management plan, a consultant for DEP prepared a basic desktop water loss audit for calendar years 2014 and 2015 for Tarrytown using the American Water Works Association (AWWA) Manual M36 (Table 3.2 and Appendix A and B). The water audit method used for Tarrytown was developed jointly by the International Water Association and AWWA, and provides the best management practice tools and guidance water utilities need to efficiently manage their supplies. More recent data from 2014 and 2015 was available and was used to complete the additional audit, but the baseline for Tarrytown's savings goal was based on consumption data from 2013, consistent with DEP's other participating partners.

Tarrytown's non-revenue water was 286.8 MG in 2014 and 280.7 MG in 2015. Tarrytown's water audits found that approximately 270.8 MG of water was lost in 2014 and 257.6 MG in 2015 through system leakage, meter under-registration, unauthorized consumption, and systematic data handling errors.

Utilities incur real losses from pipeline leakage and apparent losses when customer water consumption is not properly measured or billed. In 2014, apparent losses were 16 MG and real losses were 254.8 MG.¹ In 2015, apparent losses were about 17.9 MG and real losses were 239.7. Of these real losses, an estimated 37 MG of loss would be unavoidable under the best of circumstances, suggesting that in 2014 and 2015, 203 MG and 218 MG of loss, respectively, could be addressed through future action.

Real water loss (leakage loss) in Tarrytown amounted to 278.6 gallons per connection per day in 2014 and 262.1 gallons per connection per day in 2015. Through a systematic water loss control program, this could potentially be reduced to 50 gallons per connection per day over time.

Water Audit Data Validity Score

Tarrytown earned a 64 out of 100 Water Audit Data Validity Score for both the 2014 and 2015 water audit. A score of 64 indicates a reasonable level of overall water accountability, particularly for a first audit. This score could be improved by reviewing the data validating requirements in the AWWA software (v5.0), and by implementing as many of the recommendations indicated as possible.

Table 3.2: Tarrytown 2014 and 2015 AWWA Water Audit Summary

| Water Supplied (MG) | 2014 | 2015 |
|------------------------------------|----------------|----------------|
| Volume from own sources: | 0 | 0 |
| Water imported: | 711.068 | 752.093 |
| Water exported: | 0 | 0 |
| Water Supplied: | 711.068 | 752.093 |
| Authorized Consumption (MG) | | |
| Billed metered: | 424.296 | 478.473 |
| Billed unmetered: | 0 | 0 |
| Unbilled metered: | 0 | 0 |
| Unbilled unmetered: | 16.000 | 16.000 |
| Authorized Consumption: | 440.296 | 494.473 |

¹ The AWWA M36 Manual (3rd ed. 2009) defines apparent losses as unauthorized consumption, customer metering inaccuracies, and systematic data handling errors. Real losses are defined as leakage in transmission and distribution lines, leakage and overflows at storage tanks, and leakage on service connections up to the customer meter.

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| | | | | |
|---|--|--|----------------|----------------|
| Water Losses (Water Supplied - Authorized Consumption) (MG): | | | 270.772 | 257.620 |
| Apparent Losses (MG) | | | | |
| Unauthorized consumption: | | | 1.778 | 1.880 |
| Customer metering inaccuracies: | | | 13.123 | 14.798 |
| Systematic data handling errors: | | | 1.061 | 1.196 |
| Apparent Losses: | | | 15.962 | 17.874 |
| Real Losses = Water Losses - Apparent Losses (MG) : | | | 254.810 | 239.746 |

2014 and 2015 Tarrytown Water Loss Control Performance Indicators

Financial Indicators

- Annual cost of apparent losses: \$125,772 (2014) and \$140,851 (2015)
- Annual cost of real losses (valued at the variable production cost of \$3,372.91 per MG): \$859,455 (2014) and \$808,640 (2015)
- Non-revenue water as percent of volume of water supplied: 40.3% (2014) and 36.4% (2015)
- Non-revenue water as percent of cost of operating water system: 21.1% (2014) and 20.4% (2015)

Operational Efficiency

- Apparent losses per service connection per day: 17.5 gallons (2014) and 19.5 gallons (2015)
- Real losses per service connection per day: 278.6 gallons (2014) and 262.1 gallons (2015)
- Current annual real losses: 254.8 MGY (2014) and 239.7 MGY (2015)
- Infrastructure Leakage Index (ILI): 6.96 (2014) and 6.55 (2015)

The ILI is a performance indicator for comparing a utility's operational management of real losses. An ILI score in the range of 5 to 8 is a general indication that water loss is not being successfully addressed and if economically viable, efforts to reduce losses should be expanded. Operating with system leakage at this level is expensive and proactive measures would be necessary to reduce water loss in the future.

Historic Demand Management

Tarrytown currently implements some water demand management measures, including water loss control via leak detection and leak repairs, as well as drought response and emergency curtailment.

Water Loss Control

Tarrytown conducts periodic leak detection surveys and in recent years, located and repaired several substantial leaks. In addition, Tarrytown works to manage and reduce water pressure in the system to decrease losses.

In summer 2018, Tarrytown detected a leak in a main under a stream by analyzing metered demand on either side of the leak. This leak was previously undetected because noise from the stream concealed leak noise normally detected by Tarrytown's leak detection listening devices. Tarrytown estimates that this leak reduced demand by 0.4 MGD, as an immediate reduction in consumption from 2.1 MGD to 1.7 MGD was recorded.

Drought Response and Emergency Curtailment

In 2018, Tarrytown updated their drought response and emergency curtailment policy in close conformance with Westchester County's drought rules.

Tarrytown's current drought response and emergency curtailment policy is as follows:

A LOCAL LAW TO ESTABLISH WATER CONSERVATION IN THE VILLAGE OF TARRYTOWN

§ 297-18: Legislative Intent

The intent of this article is to restrict the wasteful, inefficient or nonessential use of water during periods of drought, or during periods of restricted water consumption as determined by the New York City Department of Environmental Protection (NYC DEP) as the Village's water supplier to establish penalties for violations and to provide for enforcement of water conservation measures in the Village of Tarrytown for the protection of the health, safety and welfare of the people of the village. This section is being expanded to include water restrictions, based on reduced water availability, due to shut-down plans by the NYC DEP on short-term and long-term bases to perform mandatory maintenance on the water supply infrastructure.

§ 297-19: Restrictions on Water Consumption

1. The Board of Trustees may, by resolution, establish a Phase I, Phase II or Phase III drought emergency or other water restriction emergency due to limited water supply in the Village of Tarrytown. The drought emergency or water restriction emergency and the restrictions shall remain in effect until the Board of Trustees rescinds, by resolution, the Phase I, Phase II or Phase III drought emergency.
2. Phase I, Drought Emergency or water restriction emergency - The following restrictions shall apply twenty-four (24) hours after such a Phase I drought emergency resolution is passed by the Board of Trustees:
 - a. Use of fire hydrants for any purpose other than fire protection is prohibited.
 - b. Serving water to patrons in restaurants or eating establishments is prohibited unless specifically requested by the customer.
 - c. All industrial and commercial businesses must formulate and implement water conservation plans to reduce water consumption by 15%. The plans shall be available at all times during normal business hours for inspection, upon request, by authorized Village agents.
 - d. Ornamental or display use of water whether or not such water is recycled is prohibited.
 - e. Use of hoses for street, driveway, sidewalk and/or automobile washing is prohibited. Automobiles may be washed with a bucket.
 - f. Watering of lawns and gardens is restricted to the hours of 7 A.M. to 9 A.M. and 7 P.M. to 9 P.M. ODD/EVEN distribution will be used. Odd days for odd numbered addresses; even days for even numbered addresses; no address number on odd days.
 - g. There will be no restrictions on hand held containers to water vegetables and fruits for human consumption. Nurseries and other commercial plant users or sellers have no restrictions on water used provided they submit water conservation plans for 15% reduction.
 - h. Use of water to clean building exteriors is prohibited.
 - i. Leaks in house water connections shall be repaired within 48 hours.
 - j. Water meters must be installed on all water cooled air conditioning units.
 - k. Swimming pools shall not be filled more than once per year; make up water as necessary. All swimming pools must be equipped with a recirculating filter.

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3. Phase II, Severe Drought or severe water restriction emergency. - The following restrictions shall apply twenty-four (24) hours after such a Phase II drought emergency is passed by the Board of Trustees:
- a. No private swimming pools shall be filled or spillage replenished.
 - b. Municipal or public-type pools fall under Phase I restrictions.
 - c. Lawns and gardens shall not be watered except that water may be used to irrigate, from hand-held container only, vegetables or fruits grown for human consumption.
 - d. All industrial and commercial businesses must formulate and implement water conservation plans to reduce water consumption by 20%. The plans shall be available at all times during normal business hours for inspection, upon request, by authorized Village agents.
4. Phase III, Extreme Drought or extreme water restriction emergency - The following restrictions shall apply twenty-four (24) hours after such a Phase III drought emergency resolution is passed by the Board of Trustees:
- a. Installation of water restrictors in all shower heads.
 - b. Water-cooled air conditioners shall be shut off for a two (2) hour period either from 8 a.m. to 10 a.m. or 4 p.m. to 6 p.m. This should be posted in lobby areas. The average room temperature shall not fall below 78 degrees F.
 - c. All industrial and commercial businesses must formulate and implement water conservation plans to reduce water consumption by 25%. The plans shall be available at all times during normal business hours for inspection, upon request, by authorized Village agents.

§ 297-20. Penalties for Violation

- A. Any violation of any restrictions in this Local Law shall be an offense punishable by a fine not to exceed \$50 for the first offense, not to exceed \$250 for the second offense and not to exceed five hundred dollars (\$500) for the third and every subsequent offense or alternatively, by a maximum of fifteen (15) days imprisonment for each offense after the second offense.
- B. Any person violating any restrictions imposed under § 297-19D hereinabove and who has been convicted of at least two (2) other offenses of this Local Law, shall be subject to a fine not to exceed one thousand five hundred dollars (\$1,500).
- C. Each day that such a violation continues shall constitute a separate offense for which a fine or imprisonment may be imposed.

§ 297-21. When effective.

This article shall take effect immediately, and its provisions shall be enforced at all times during the existence of a drought, severe drought or extreme drought, or water restriction event, severe water restriction event, or extreme water restriction event in the Village of Tarrytown, as declared by the Board of Trustees.

SECTION 4: Severability

Should any provision, section, clause, phrase or word of this chapter be held by any federal or state court to be invalid in whole or in part or inapplicable to any person or situation, all other provisions, sections, clauses, phrases or words shall remain fully effective, and the application of any such

provisions, sections, phrases or words to other persons not similarly situated or other situations shall not be affected thereby.

Water Billing Structure

The Tarrytown Water Department bills customers on both quarterly and monthly cycles, depending on their residential or non-residential status. Residential customers are billed quarterly using a uniform rate structure, neither of which are considered a best-practice for water efficiency. To contrast, non-residential customers are billed monthly, using a four-tier inclining block rate structure. This classification is for billing purposes only, and was not available for analysis purposes. A monthly billing schedule and this type of rate structure are considered to be industry best-practices that encourage efficiency and discourage waste. Table 3.3 shows Tarrytown's recent water rates.

Table 3.3: Tarrytown 2015/2016 water rates²

| Customers Billed Quarterly: Residential | Per 100 Cubic Feet (CF) | Per 1,000 gal. |
|---|--------------------------------|-----------------------|
| Residential | \$ 6.23 | \$ 8.32 |
| Residential Senior (w/tax exemption) | \$ 4.64 | \$ 6.21 |
| Customers Billed Monthly: Non-residential | Per 100 CF | Per 1,000 gal. |
| Village Non-Residential Tier 1 (0 - 2,000 CF) | \$ 6.40 | \$ 8.56 |
| Village Non-Residential Tier 2 (2,001-7,000 CF) | \$ 7.68 | \$ 10.27 |
| Village Non-Residential Tier 3 (7,001 - 12,000 CF) | \$ 9.22 | \$ 12.33 |
| Village Non-Residential Tier 4 (>12,000 CF) | \$ 11.07 | \$ 14.79 |
| Outside Village Non-Residential Tier 1 (0 - 2,000 CF) | \$ 9.60 | \$ 12.84 |
| Outside Village Non-Residential Tier 2 (2,001-7,000 CF) | \$ 11.53 | \$ 15.41 |
| Outside Village Non-Residential Tier 3 (7,001 - 12,000 CF) | \$ 13.83 | \$ 18.49 |
| Outside Village Non-Residential Tier 4 (>12,000 CF) | \$ 16.60 | \$ 22.19 |

Water Savings Goal

The water savings goal for this plan is to achieve demand reductions of at least 5% of the volume purchased from the NYC System in 2013 by 2022.³ For Tarrytown, a 5% reduction from 2013 consumption levels sets a demand management goal of approximately 31.4 MGY (0.09 MGD) of savings by 2022. A summary of Tarrytown's water demand in 2013 and the calculated savings goal are presented in Table 3.4.

Table 3.4: Tarrytown 2013 Water Use Summary and 2022 Savings Goal

| Tarrytown | 2013 (MGD) | 2013 (MG) |
|--|-------------------|------------------|
| Water Purchased from NYC System | 1.72 | 627.7 |
| Metered Demand | 1.15 | 419.2 |
| Non-Revenue Water | 0.57 | 208.5 |
| 5% Savings Goal | 0.09 | 31.4 |

² Water rates effective on 2/1/16 provided by Indiana Del Valle, Tarrytown Water Department Clerk.

³ 2013 consumption is used as the basis for the water savings goal for all agencies participating in the NYC upstate water demand management planning effort, including Greenburgh.

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4. Evaluation and Proposal of Water Demand Management Measures

DEP developed a water demand management planning program to assist its largest wholesale customers, including Tarrytown, with reducing water consumption by 5% from the baseline water usage recorded in FY 2013 and maintaining those levels thereafter. A broad series of water demand options were evaluated for this plan and are included in this chapter.

Water Demand Management Program Measures and Options

The analysis of water demand management program options for Tarrytown identified five strategies that when combined, have the potential of achieving the desired 5% demand reduction. The following five measures were evaluated by Tarrytown:

1. Water Loss Control: Leak Detection, Pressure Management and Leak Repairs
2. Transition to Monthly Billing and Tiered Rates For All Customers
3. Residential Fixture Replacement Voucher Program: Toilet, Faucet, and Shower Retrofits
4. Commercial, Institutional and Industrial (CII) Audits and Upgrades
5. Advanced Metering Infrastructure (AMI), Including Leak Detection, Night Polling, and Customer Leak Alerts

A summary of each of the five measures, including a preliminary water savings and cost analysis, is presented in Table 4.1. The cost estimates presented in Table 4.1 are reconnaissance level estimates intended to provide information on the relative costs of different demand management measures.

Table 4.1: Tarrytown Water Demand Management Options and Preliminary Cost and Savings Analysis

| Description | Basis for Savings Estimate | Units/ Customers | Estimated Savings (GPD) | % of Savings Goal | Estimated Cost (\$) | 1 Year Cost per GPD Saved (\$) | Net Annual Revenue Loss/Gain |
|--|---|---------------------|-------------------------|-------------------|---------------------|--------------------------------|------------------------------|
| 1. Water Loss Control | | | | | | | |
| Leak Detection | Entire system, 50 miles, \$300/mile, every year | - | Varies | Varies | \$60,000 | Varies | Varies |
| Pressure Management | 7% - 10% of annual water loss | - | 35,205 | 40.9% | \$100,000 | \$1.42 | \$43,342 |
| Leak Repairs | 8% - 12% of annual water loss | - | 70,411 | 81.9% | \$121,000 | \$3.44 | \$86,684 |
| 2. Transition to Monthly Billing and Tiered Rates for All Customers | 6% reduction in residential demand | 2,000 | 42,738 | 49.7% | \$40,000 | \$ 0.94 | \$173,513 |
| 3. Residential Fixture Replacement Voucher Program: Toilet, Shower, and Faucet Retrofits | 10,000 gal. savings/intervention | 500 | 10,959 | 12.74% | \$ 100,000 | \$9.13 | \$44,492 |
| 4. Commercial, Institutional and Industrial (CII) Audits and Upgrades | 75,000 gal./ participant | 50 | 10,274 | 11.95% | \$ 150,000 | \$14.60 | \$12,648 |
| 5. Advanced Metering Infrastructure (AMI), Including Leak Detection, Night Polling, and Customer Leak Alerts | 5% reduction in residential demand | 2,600 | 49,861 | 58.0% | \$1,040,000 | \$20.86 | \$202,432 |

Measure 1: Water Loss Control: Leak Detection, Pressure Management, and Leak Repairs

Improved water loss control measures can be implemented with no revenue loss. The challenge of implementing a water loss control program are that Tarrytown provides water service across diverse topography, and has an aging water system. However, implementing a robust water loss control program has the potential to achieve 100% or more of Tarrytown's water demand management goal.

For Tarrytown, the development of a water loss control plan could include the following:

- Design of an economically optimized leak detection strategy
- Implementation of a leak repair strategy
- Implementation of a pressure management strategy
- Pilot District Metered Areas (DMAs)

An optimized leak detection and leak repair strategy would include conducting thorough line-listening of all service connections, hydrants, and valves in the system on an annual basis, and making swift repairs to leaks found. Since pressure varies across the Tarrytown service area, expanded and enhanced pressure management would be explored as part of this program.

DMAs should be considered an advanced approach throughout Tarrytown's distribution network. DMAs have measured quantities of inflow, outflow (where applicable), and consumption, and by monitoring the difference between these volumes, it is possible to calculate the volume of water loss occurring in a DMA. The purpose and benefit of DMAs is the ongoing monitoring of water loss levels to identify distinct increases in water loss (caused by non-surfacing leaks) and to respond to those increases by identifying and repairing non-surfacing leaks. As part of the water loss control program, it is recommended that one or two pilot DMAs be implemented to aid Tarrytown in its water loss control strategy.

Water savings potential: 0.1 MGD (100%+ of goal)

Measure 2: Transition to Monthly Billing and Tiered Rates for All Customers

Tarrytown's rate structure for non-residential customers provides monthly billing and increasing tiered rates, which are considered to be demand management best practices by AWWA. Tarrytown's uniform rate structure for residential customers, however, does not provide a substantive price incentive for outdoor conservation. The price signal is further reduced by the quarterly billing cycle, which makes it difficult for residential customers to make economic decisions based on their water use, particularly given the level of outdoor water use in Tarrytown. Furthermore, quarterly billing is not considered a demand management best practice by AWWA; monthly is best and bi-monthly is acceptable.

Tarrytown should consider moving residential customers to a monthly billing cycle, using a two- or three-tiered inclining block rate structure. This effort could help reduce consumption in the residential sector and help Tarrytown improve water loss accountability.

The two-tiered rate structure used by NYC to bill Tarrytown for water provides a useful model that Tarrytown could follow. Monthly billing using a two-tiered rate structure with the second tier focused on outdoor consumption would be an effective conservation measure. When monthly bills are sent promptly, customers are provided with useful information on recent consumption patterns that will help identify excessive consumption. A full transition to monthly billing and a conservation-oriented rate structure for all customers could help achieve nearly 50% of the water savings goal.

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Water savings potential: 0.04 MGD (49.7% of goal)

Measure 3: Residential Fixture Replacement Voucher Program: Toilet, Faucet, and Shower Retrofits

The goal of this program is to reduce indoor consumption in approximately 500 residences in Tarrytown. Replacing old, low-efficiency toilets, faucet aerators, and showerheads with high-efficiency fixtures has been shown to reduce water use by 9,000 to 11,000 gallons per household per day (DeOreo, et. al. 2011). In this program, Tarrytown would develop and implement a voucher program by working with local plumbing suppliers to incentivize residents to replace their old, low-efficiency fixtures with high-efficiency models. Vouchers could range in amounts from \$125 to \$225, depending on the needs of Tarrytown's residents and Tarrytown's agreements with fixture suppliers or vendors.

Completing 500 indoor upgrades would be expected to achieve 37% of the water savings goal. A higher level of implementation could achieve more savings, but this measure alone could not achieve the water savings goal.

Water savings potential: 0.01 MGD (12.7% of goal)

Measure 4: Commercial, Institutional, and Industrial (CII) Audits and Upgrades

In this program, Tarrytown could implement aggressive water efficiency upgrades across 50 of the most prominent CII water users, with the goal of reducing consumption by an average of 75,000 gallons per year per customer. These upgrades could include fixture replacements (toilets, urinals, faucets, and clothes washers), and elimination of single-pass cooling.

Water savings potential: 0.01 MGD (12.0% of goal)

Measure 5: Advanced Metering Infrastructure (AMI) Including Leak Detection, Night Polling, and Customer Leak Alerts

In addition to adopting monthly billing and conservation-oriented rates for all customers, Tarrytown could consider upgrading its metering reading system to an automated metering infrastructure (AMI) that would enable detection of abnormal use and leaks on the customer side of the meter. This system would provide high-resolution consumption data that could be used to identify customer consumption patterns that deviate from typical conditions, potentially indicating leaks or damaged or missing meters.

In addition to moving to monthly billing and tiered rates, adding an AMI leak detection component could result in additional water savings across residential and non-residential customers.

Water savings potential: 0.05 MGD (58.0% of goal)

5. Implementation Plan

Selected Demand Management Measures

DEP offers up to \$311,000 in partnership funding for Tarrytown for implementation of demand management measures to achieve the 5% demand reduction by 2022. An implementation plan and budget for each measure is presented in this chapter. Tarrytown selected Water Loss Control: Leak Detection and Pressure Management, and Leak Repairs as the best approach to achieve the 5% demand reduction.

Table 5.1: Summary of Savings and DEP Funding for Selected Measures

| Water Demand Management Program | Basis for Savings Estimate | Estimated Savings (GPD) | % of Savings Goal | DEP Funding | Funding \$/gpd |
|---------------------------------|--------------------------------------|-------------------------|-------------------|------------------|----------------|
| Water Loss Control | 10% reduction in real losses by 2022 | 86,027 | 100.0% | \$311,000 | \$ 3.62 |
| Total | | 86,027 | 100.0% | \$311,000 | \$ 3.62 |

Water Loss Control

In 2015, 37.3% of water supplied to Tarrytown was non-revenue water, which indicates a higher rate of water loss than some neighboring water providers, and a 36.4% increase in non-revenue water from the 2013 baseline year. Tarrytown would like to reduce water loss by implementing a water loss control program following the steps outlined below.

DEP recommends that water loss control efforts commence at the start of the contract by conducting a Water Loss Assessment, including an AWWA M36 water audit to be reviewed and validated by DEP ("Assessment Phase"). Immediately following the Assessment Phase, Tarrytown will initiate the "Savings Phase" by conducting a detailed pressure survey and a comprehensive leak detection survey of the entire distribution system, which includes listening to every connection, service line, and appurtenance, to:

1. Recover real losses, with the goal of reducing production to within the Tarrytown entitlement range.
2. Field-validate the estimated volume of recoverable leakage, noting the potential for recovery in advance of 2022.
3. Establish a baseline for subsequent maintenance surveys, with the goal of evaluating the rate at which unreported leakage/hidden losses return to the distribution system over time.

Beginning in 2021, Tarrytown should pursue any recommendations informed by the detailed pressure survey and plan to maintain unreported leakage at a low level with ongoing maintenance leak detection surveys and repairs. Tarrytown should also engage in aggressive leak detection by conducting two additional comprehensive leak detection surveys, both in the beginning of 2021 and 2022, to reduce unreported leakage as much as possible before October 1, 2022. Tarrytown should also continue to make repairs informed by the surveys, and conduct an additional pressure survey to assess areas for further improvement. Finally, throughout 2022, Tarrytown should continue aggressive leak surveys and repairs, as well as pursue any recommendations informed by the second pressure survey.

A strategic water loss control program for Tarrytown is outlined in Table 5.2.

Table 5.2: Outline of Tarrytown Water Loss Control Program

| | Program Element | Estimated Time | Goals |
|------------------|--|---|--|
| Assessment Phase | 1. Water Loss Assessment Building on the desktop water audit in this Plan, complete an annual AWWA M36 water audit. Submit each annual audit to DEP for review and validation. | 3 months – to be completed annually | <ul style="list-style-type: none"> • Complete an AWWA water audit annually, which will serve as the baseline from which to calculate savings in future interventions. • Submit water audit to DEP for review and validation. • Highlight procedural and data improvements required for better water loss assessments in the future. |
| Savings Phase | 2. Water Loss Control: Leak Detection and Pressure Management Conduct comprehensive leak detection surveys, maintenance leak detection surveys, and initial leak repairs. Conduct pressure management surveys, identify opportunities for pressure reduction, and implement pressure management plans. | <ul style="list-style-type: none"> • Initial comprehensive leak detection survey: 2020 • Round 1 of leak repairs: 2020-2021 • Maintenance leak detection surveys: Ongoing • Aggressive loss reduction: 2021, 2022 • Pressure management surveys: 2020, 2021 • Actions informed by pressure surveys: Ongoing | <ul style="list-style-type: none"> • Initial comprehensive leak detection survey: Conduct an initial comprehensive (system-wide) leak detection survey to identify leaks which may not be apparent. • Round 1 of leak repairs: Repair leaks that were identified through the initial comprehensive leak detection survey. • Maintenance leak detection surveys: Conduct regular maintenance surveys to identify suspected leaks as they arise. • Aggressive Loss Reduction: Conduct at least two additional comprehensive leak detection surveys in 2021 and 2022 to reduce hidden losses as much as possible prior to the Delaware Aqueduct shutdown starting in October 2022. These additional surveys can facilitate the detection of secondary leaks that are masked by the loud noise from other concurrent leaks. In addition, aggressive repair efforts may alter the pressure dynamics of the system and cause additional leaks that can be detected and repaired during the second survey. • Pressure management surveys: Engage in detailed pressure surveys to evaluate opportunities for strategic pressure reduction and transient mitigation. Failure flow |

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| | | | |
|--|---|--|--|
| | | | <p>rates and incidence are directly related to pressure dynamics in the distribution system.</p> <p>Actions informed by pressure survey: Based upon the results of the pressure survey, possible follow-up activities may include: a more targeted survey, pump operational practice review, PRV inventory and repair, and pump inventory</p> |
| | <p>3. Water Loss Control: Leak Repairs Repair leaks identified in comprehensive and maintenance leak detection surveys</p> | <ul style="list-style-type: none"> • Round 2 of leak repairs: Ongoing | <ul style="list-style-type: none"> • Round 2 of leak repairs: Informed by the comprehensive and maintenance leak detection surveys, repair and replace water mains to maintain losses at a low level and to evaluate the rate of leakage return. Upon repairing each leak, estimate the flow rate of each leak for an ongoing assessment of water savings. Aggressive leak repairs should be made in the 2 years before the 2022 Delaware Aqueduct shutdown. |

In addition to the above measures, the following recommendations are suggested for Tarrytown as part of their Water Loss Control Program:

- **Supply meter testing:** Where feasible, volumetrically test supply meters. Supply meter inaccuracy can be very difficult to detect and could have a significant impact on the results of the water audit. Volumetric testing should use either an insertion meter or a known reference volume draw down from a nearby reservoir. By comparing the test meter's registration to the volume registered by the insertion meter or the volume drawn from a reservoir, Tarrytown can calculate the accuracy of the source meter. This practice is already performed annually by Tarrytown, as is required by DEP.
- **Billing data analysis:** Export raw consumption data in an analyzable format to evaluate the accuracy of billed volumes. Billed volumes compose the second largest volume in the water audit. As such, they have a significant impact on the final determination of real losses and therefore recoverable losses. Tarrytown's new AMI system should be thoroughly evaluated to ensure that it is functioning as expected. Furthermore, any estimates for non-AMI metered accounts should be evaluated to ensure accuracy.
- **Leak break data procedure development:** Improve line break and lead data collection. Tarrytown should collect additional data about reported and unreported leaks. At a minimum, Tarrytown should record the time the leak was reported, the time the flow of water was shut off, an estimate for the flow rate, the type of leak, and the size of infrastructure involved. Leaks uncovered through proactive leak detection should be distinguished from reported leaks from community members or staff.

- **Ongoing loss analysis and refinement:** Based on the results of their annual AWWA audits and leak detection surveys, Tarrytown should evaluate the rate of rise of hidden leakage (or the rate leaks return to the system after successive rounds of comprehensive leak detection). Finally, Tarrytown should fine-tune the real loss recovery strategy each year.

DEP is providing \$311,000 for Water Loss Control (Table 5.3). The Water Loss Control budget for leak detection was calculated based on a conservative price of \$350/mile of main.

- Leak detection and pressure management: \$150,000
- Leak repairs: \$161,000

Total Implementation Plan Funding

Tarrytown's funding summary for implementing this Water Demand Management Plan is shown in Table 5.3.

Table 5.3: Tarrytown Total Funding Summary for Selected Implementation Measures

| WDM Program | Program Element | Implementation Level | Per Unit Cost (\$) | Total |
|-------------------------------|-----------------------|----------------------|------------------------------------|------------------|
| Water Loss Control | Water Loss Assessment | Annual | - | - |
| | Leak Detection | Ongoing | Comprehensive = \$350/mile of main | \$60,000 |
| | Pressure Management | Ongoing | Varies | \$90,000 |
| | Leak Repairs | Ongoing | Varies | \$161,000 |
| TOTAL FUNDING FROM DEP | | | | \$311,000 |

6. Appendix A

Appendix A: Tarrytown AWWA M36 Water Audit, 2014

WAS v3.0
American Water Works Association
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AWWA Free Water Audit Software: Reporting Worksheet

Water Audit Report for: **Village of Tarrytown**
Reporting Year: **2014** 1/2014 - 12/2014

Please enter data in the white cells below. Where applicable, measured values should be used; if measured values are unavailable please estimate a value. Include your confidence in the accuracy of the input data by grading each component (0 to 100) using the drop-down list to the left of the input cell. Hover the mouse over the cell to obtain a description of the grades.

All volumes to be entered as: **MILLION GALLONS (US) PER YEAR**

To select the correct data grading for each input, determine the highest grade where the entry meets or exceeds all criteria for that grade and all grades below it.

WATER SUPPLIED

Volume from own sources: MG/yr

Water imported: MG/yr

Water exported: MG/yr

WATER SUPPLIED: **711,588** MG/yr

AUTHORIZED CONSUMPTION

Billed metered: MG/yr

Estimated unmetered: MG/yr

Unbilled metered: MG/yr

Unbilled unmetered: MG/yr

Unbilled Unmetered volume entered is greater than the recommended default value

AUTHORIZED CONSUMPTION: **440,296** MG/yr

WATER LOSSES (Water Supplied - Authorized Consumption)

270,772 MG/yr

APPARENT LOSSES

Unauthorized consumption: MG/yr

Default option selected for unauthorized consumption - a grading of 6 is applied but not displayed

Customer metering inaccuracies: MG/yr

Systematic data handling errors: MG/yr

Default option selected for systematic data handling errors - a grading of 6 is applied but not displayed

Apparent Losses: **15,961** MG/yr

Real Losses (Current Annual Real Losses or CARL)

Real Losses = Water Losses - Apparent Losses: **254,811** MG/yr

WATER LOSSES: **270,772** MG/yr

NON-REVENUE WATER

NON-REVENUE WATER: **286,772** MG/yr

Water Losses + Unbilled Metered + Unbilled Unmetered

SYSTEM DATA

Length of mains: miles

Number of above and below ground service connections: connections

Service connection density: connections/mile main

Are customer meters typically located at the curbstop or property line? (length of service line beyond the property boundary, that is the responsibility of the utility)

Average length of customer service line: ft

Average operating pressure: psi

COST DATA

Total annual cost of operating water system: \$/year

Customer retail unit cost (reported to Apparent Losses): \$/1000 gallons (US)

Variable production cost (applied to Real Losses): \$/million gallons ☐ Use Customer Retail Unit Cost to value real losses

WATER AUDIT DATA VALIDITY SCORE

***** YOUR SCORE IS: 64 out of 100 *****

A weighted scale for the components of consumption and water loss is included in the calculation of the Water Audit Data Validity Score

PRIORITY AREAS FOR ATTENTION:

Based on the information provided, audit accuracy can be improved by addressing the following components:

- 1: Volume from own sources
- 2: Customer metering inaccuracies
- 3: Billed metered

2

AWWA Free Water Audit Software:

System Attributes and Performance Indicators

WAS v5.0

American Water Works Association

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Water Audit Report for: Village of Tarrytown

Reporting Year: 2014 1/2014 - 12/2014

*** YOUR WATER AUDIT DATA VALIDITY SCORE IS: 84 out of 100 ***

System Attributes:

| | | |
|------------------------|---------|-------|
| Apparent Losses: | 15.961 | MG/yr |
| + Real Losses: | 254.811 | MG/yr |
| = Water Losses: | 270.772 | MG/yr |

2 Unavoidable Annual Real Losses (UARL):

Annual cost of Apparent Losses:

Annual cost of Real Losses:

38.59

\$125,772

\$859,455

MG/yr

Valued at Variable Production Cost

Return to Reporting Worksheet to change this assumption.

Performance Indicators:

Financial:

Operational Efficiency:

| | | |
|---|-------|--|
| Non-revenue water as percent by volume of Water Supplied: | 40.3% | |
| Non-revenue water as percent by cost of operating system: | 21.1% | Real Losses valued at Variable Production Cost |

| | | |
|--|--------|----------------------------|
| Apparent Losses per service connection per day: | 17.45 | gallons/connection/day |
| Real Losses per service connection per day: | 278.58 | gallons/connection/day |
| Real Losses per length of main per day: | N/A | |
| Real Losses per service connection per day per psi pressure: | 2.79 | gallons/connection/day/psi |

| | | |
|--|--------|----------------------|
| From Above, Real Losses = Current Annual Real Losses (CARL): | 254.81 | million gallons/year |
| 2 Infrastructure Leakage Index (ILI) [CARL/UARL]: | 6.96 | |

* This performance indicator applies for systems with a low service connection density of less than 32 service connections/mile of pipeline

7. Appendix B

Appendix B: Tarrytown AWWA M36 Water Audit, 2015

AWWA Free Water Audit Software: Reporting Worksheet

WAS v5.0
American Water Works Association
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Water Audit Report for: **Village of Tarrytown**
Reporting Year: **2015** **5/29/14 - 12/31/14**

Please enter data in the white cells below. Where available, metered values should be used; if metered values are unavailable please estimate a value. Indicate your confidence in the accuracy of the input data by grading each component (via 1-5) using the drop-down list to the left of the input cell. Hover the mouse over the cell to obtain a description of the grades.

All volumes to be entered as: **MILLION GALLONS (US) PER YEAR**

To select the correct data grading for each input, determine the highest grade where the utility meets or exceeds all criteria for that grade and all grades below it.

WATER SUPPLIED

Volume from own sources: **1** **1** **1** **102.133** MG/Yr
Water imported: **1** **1** **1** **0** MG/Yr
Water exported: **1** **1** **1** **0** MG/Yr

WATER SUPPLIED: **752.893** MG/Yr

AUTHORIZED CONSUMPTION

Billed metered: **1** **1** **1** **472.473** MG/Yr
Billed unmetered: **1** **1** **1** **0** MG/Yr
Unbilled metered: **1** **1** **1** **0** MG/Yr
Unbilled unmetered: **1** **1** **1** **16.000** MG/Yr

Unbilled Unmetered volume entered is greater than the recommended default value

AUTHORIZED CONSUMPTION: **454.473** MG/Yr

WATER LOSSES (Water Supplied - Authorized Consumption) **297.620** MG/Yr

Apparent Losses

Unauthorized consumption: **1** **1** **1** **1.240** MG/Yr
Default option selected for unauthorized consumption - a grading of 5 is applied but not displayed
Customer metering inaccuracies: **1** **1** **1** **14.794** MG/Yr
Systematic data handling errors: **1** **1** **1** **1.146** MG/Yr
Default option selected for systematic data handling errors - a grading of 5 is applied but not displayed

Apparent Losses: **17.878** MG/Yr

Real Losses (Customer Known Real Losses or CARRL)

Real Losses = Water Losses - Apparent Losses: **279.742** MG/Yr

WATER LOSSES: **297.620** MG/Yr

NON-REVENUE WATER

NON-REVENUE WATER: **279.742** MG/Yr

SYSTEM DATA

Length of mains: **1** **1** **1** **50.0** miles
Number of active AND inactive service connections: **1** **1** **1** **2,500**
Service connection density: **1** **1** **1** **50** cons./mile main
Are customer meters typically located at the curbside or property line? **1** **1** **1** **No** (length of service line, beyond the property boundary, that is the responsibility of the utility)
Average length of customer service line: **1** **1** **1** **100.0** ft
Average operating pressure: **1** **1** **1** **100.0** psi

COST DATA

Total annual cost of operating water system: **1** **1** **1** **\$4,925,327** \$/Year
Customer retail unit cost (applied to Apparent Losses): **1** **1** **1** **\$7.89** (\$/1000 gallons (US))
Variable production cost (applied to Real Losses): **1** **1** **1** **\$1,372.91** \$/million gallons ☐ Use Customer Retail unit Cost to value real losses

WATER AUDIT DATA VALIDITY SCORE:

YOUR SCORE IS: 64 out of 100

A weighted score for the components of consumption and water loss is included in the calculation of the Water Audit Data Validity Score

PRIORITY AREAS FOR ATTENTION:

Based on the information provided, audit accuracy can be improved by addressing the following components:

1. Volume from own sources
2. Customer metering inaccuracies
3. Billed metered

AWWA Free Water Audit Software:

System Attributes and Performance Indicators

WAS v5.0
American Water Works Association
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Water Audit Report for: Village of Tarrytown

Reporting Year: 2015 | 1/2015 - 12/2015

*** YOUR WATER AUDIT DATA VALIDITY SCORE IS: 64 out of 100 ***

System Attributes:

| | | |
|---|-----------|-------|
| Apparent Losses: | 17.875 | MG/yr |
| + Real Losses: | 239.745 | MG/yr |
| = Water Losses: | 267.620 | MG/yr |
| <div style="display: flex; align-items: center;"> <div style="width: 20px; height: 10px; background-color: black; margin-right: 5px;"></div> <div>Unavoidable Annual Real Losses (UARL):</div> </div> | | |
| Annual cost of Apparent Losses: | \$140,851 | |
| Annual cost of Real Losses: | \$808,840 | |

Valued at Variable Production Cost
Return to Reporting Worksheet to change this assumption

Performance Indicators:

| | | | | |
|---|---|--|--------|----------------------------|
| Financial: | { | Non-revenue water as percent by volume of Water Supplied: | 36.4% | |
| | | Non-revenue water as percent by cost of operating system: | 20.4% | |
| <div style="display: flex; align-items: center;"> <div style="width: 20px; height: 10px; background-color: black; margin-right: 5px;"></div> <div>Operational Efficiency:</div> </div> | | | | |
| Operational Efficiency: | { | Apparent Losses per service connection per day: | 19.54 | gallons/connection/day |
| | | Real Losses per service connection per day: | 262.11 | gallons/connection/day |
| | | Real Losses per length of main per day*: | N/A | |
| | | Real Losses per service connection per day per psi pressure: | 2.62 | gallons/connection/day/psi |
| <div style="display: flex; align-items: center;"> <div style="width: 20px; height: 10px; background-color: black; margin-right: 5px;"></div> <div>From Above, Real Losses = Current Annual Real Losses (CARL):</div> </div> | | | | |
| <div style="display: flex; align-items: center;"> <div style="width: 20px; height: 10px; background-color: black; margin-right: 5px;"></div> <div>Infrastructure Leakage Index (ILI) (CARL/UARL):</div> </div> | | | | |

* This performance indicator applies for systems with a low service connection density of less than 32 service connections/mile of pipeline

Kathy Deufemia

From: Richard Slingerland
Sent: Monday, September 24, 2018 11:20 AM
To: Kathy Deufemia
Subject: FW: Your Town
Attachments: Your Town Summary.pdf

Please put on for the next Work Session of October 10th.

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

From: Mike <michael@frontboxcreative.com>
Sent: Monday, September 24, 2018 10:26 AM
To: Richard Slingerland <rslingerland@tarrytowngov.com>; rslingerland@aol.com
Subject: Your Town

Hi Richard,

As per our discussion, here's a brief one sheet of my proposal for the educational video series. I know this is a "nice to have" and not a village essential so I'm ready to keep it affordable if there's interest.

Best,
Michael

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FrontBoxCreative
4615 9th Ave #2C
Brooklyn, NY 11220

Your Town

Michael LaVoie Producer
646-831-1583
Michael@frontboxcreative.com

Production Timeline 2019

Format:

3 -4 minute web tutorials, explainer videos outlining village departments, policies, procedures.

Purpose:

- Internal Training & orientation of new employees, board members, department chairs
- Educate general public on village procedures
- Increase public engagement with local government

Home:

- All village social media channels, Facebook, Instagram, Youtube, Village website
- Local Gov't access channels

Example Concept Videos:

Boards and Committees:

1. Meet the Board of Trustees
2. Etiquette & Protocol at a meeting, Planning Board, Zoning Board,
3. What is a worksession? Meet the Village staff, Running for office tutorial,

Department Videos:

Meet the chief series 1 (Police), Meet the chief series 2 (Ambulance) Meet the chief series 3 (Fire)

Summary:

I would recommend starting with a single library and seeing if it's working. Produce a series of videos, release them and see what the response is and then decide if we wish to make this an ongoing asset to the village.

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TARRYTOWN POLICE DEPARTMENT
OFFICE MEMORANDUM

DATE: September 24, 2018
FROM: Lt. Budnar
TO: Chief Barbelet
CC: Lt. Daly
RE: Village Code Amendment - Chapter 291(Vehicles and Traffic), specifically section (291-66 Schedule I: Traffic Control Signals)

Section 291-66 of the Village Code addresses the specific areas where traffic control signals shall be installed. Currently the code does not reflect several locations of "flashing" traffic signals. The code also includes the signal at Benedict Av and the entrance to Hackley School which is no longer a village owned signal, but a private signal co-owned by Hackley School and the Castle. The following amendment should be made to section 291-66 of the code; (Old language in single struck italic print. New language in bold underlined print).

§ 291-66. Schedule I: Traffic Control Signals.

In accordance with the provisions of § 291-4, traffic control signals shall be installed at the following described intersections:

Intersection

~~*Benedict Avenue and entrance to Hackley School*~~

Benedict Avenue and Highland Avenue

Benedict Avenue at Martling Avenue and Midland Avenue

Central Avenue and North Washington Street

Depot Plaza, Main Street, Cortlandt Street and Southeast Bridge Ramp

Main Street and Washington Street

Wilkey Street and Central Avenue

Wilkey Street, Cortlandt Street and Northeast Bridge Ramp

Wilkey Street and North Washington Street

Benedict Avenue at Rosehill Avenue (Flashing Signal)

Franklin Street at South Washington Street (Flashing Signal)

Neperan Road westbound 200 feet east of Tower Hill Road (Flashing Signal)

Neperan Road westbound 200 feet east of Marymount Avenue (Flashing Signal)

Neperan Road eastbound 200 feet west of Marymount Avenue (Flashing Signal)

The reason for this change is to update the Village Code to accurately reflect the Traffic Control Signal Schedule within the Village of Tarrytown.

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Tarrytown Police Department
Memorandum

To: Chief Barbelet
From: Lt. Gregory Budnar
Date: October 1, 2018
RE: Village Code Amendment
Central Avenue (Right Turn on Red)

Currently the Village Code does not address the "no turn on red" signage at the 4-way intersection of Central Avenue at N. Washington St. This intersection is regulated with "no turn on red" for all (4) directions of traffic. At the request of Mayor Fixell the "no turn on red" shall remain at all times for eastbound traffic on Central Avenue as well as southbound traffic on N. Washington St. Mayor Fixell further requests that "no turn on red 7am-9pm" signage be posted for northbound traffic on N. Washington St as well as westbound traffic on Central Avenue. The reason for this change is to assist with better traffic flow and to reduce vehicular idling. The following code should be put into place to accommodate this request (new language in underlined Bold Italic print);

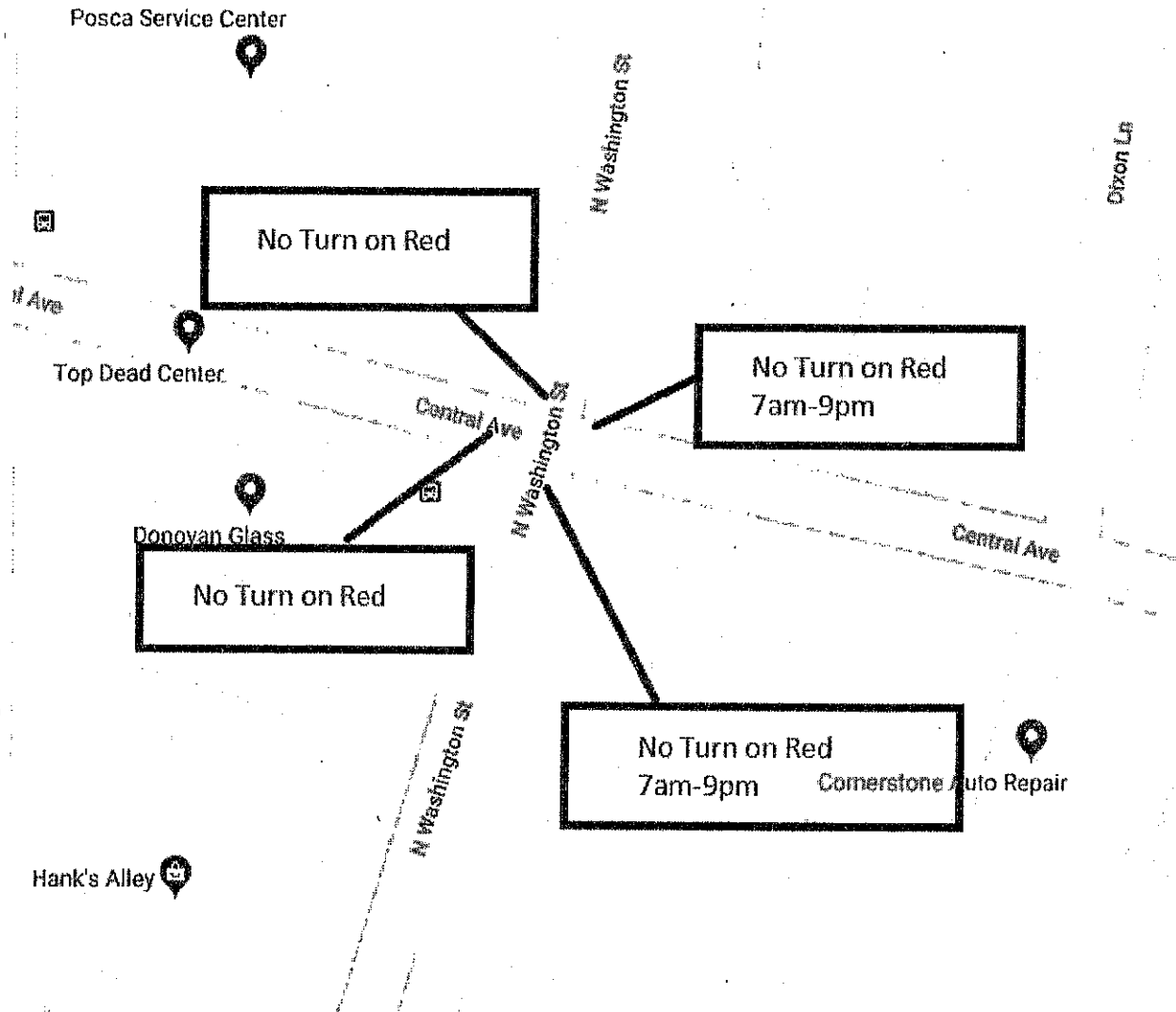
§ 291-71. Schedule VI: Prohibited Turns at Intersections.

- A. In accordance with the provisions of § 291-9, no person shall make a turn of the kind designated below at any of the following locations:

| Name of Street | Direction of Travel | Prohibited Turn | Hours / Days | At Intersection of |
|--|---------------------|----------------------------|--------------------------------------|--|
| <u>Central Avenue</u> | <u>East</u> | <u>Right on Red</u> | <u>All</u> | <u>Washington Street, North</u> |
| <u>Central Avenue</u> | <u>West</u> | <u>Right on Red</u> | <u>7:00 a.m. to 9:00 p.m.</u> | <u>Washington Street, North</u> |
| <u>Washington Street, North</u> | <u>North</u> | <u>Right on Red</u> | <u>7:00 a.m. to 9:00 p.m.</u> | <u>Central Avenue</u> |
| <u>N Washington Street, North</u> | <u>South</u> | <u>Right on Red</u> | <u>All</u> | <u>Central Avenue</u> |

See Diagram on Page 2.

Tarrytown Police Department
Memorandum



Alternate Side Streets
Village of Tarrytown

| Street | Days of Week | Times | Permit Street Y or N | Permit Color Zone |
|-------------------|---------------|-------------|----------------------|-------------------|
| Archer Place | Tue / Thu | 8a-11a | NO | |
| Baylis Court | Tue / Thu | 8a-11a | NO | |
| Broadway | Mon-Fri | 3a-6a | NO | |
| Central Av | Mon-Fri | 8a-6p | NO | |
| Central Av | Tue / Fri | 8a-11a | YES #56-123 | Orange |
| Church St | Mon / Thu | 8a-11a | NO | |
| Church St | Tue / Fri | 8a-11a | NO | |
| Cottage Pl | Tue / Fri | 8a-11a | YES | Orange |
| Division St | Mon - Sat | 3a-6a | NO | |
| Dixon St | Tue / Fri | 8a-11a | NO | |
| E Elizabeth St | Tue / Thu | 8a-11a | NO | |
| W Elizabeth St | Tue / Fri | 8a-12p | NO | |
| Fairview Av | Tue / Thu | 8a-11a | NO | |
| Grove St | Tue / Thu | 8a-11a | NO | |
| Hamilton Pl | Mon / Thu | 9a-10a | YES | Blue |
| Hanford Pl | Mon - Fri | 9a-5p | YES | Orange |
| Hendrik Lane | Wed | 9a-12p | NO | |
| Highland Av | Tue / Wed | 8a-11a | NO | |
| John St | Tue / Fri | 8a-11a | NO | |
| Kaldenberg Pl | Tue / Fri | 8a-11a | NO | |
| Kaldenberg Pl | Mon, Wed, Fri | 8a-11a | NO | |
| Linden Pl | Tue / Fri | 8a-11a | YES** | Orange |
| Main St | Mon - Sat | 3a-6a | NO TBD* | |
| Marymount Av | Fri | 8a-4p | NO | |
| Mechanics Av | Tue / Fri | 8a-11a | YES | Orange |
| Neperan Rd | Thu | 7:30a-8:30a | NO | |
| Storm St | Tue / Fri | 8a-11a | YES | Orange |
| Tappan Landing Rd | Wed | 9a-12p | NO | |
| Walnut St | Tue / Fri | 8a-11a | NO | |
| N Washington St | Tue / Fri | 8a-11a | NO | |
| S Washington St | Tue / Fri | 8a-11a | NO | |
| **White St | Tue / Fri | 8a-11a | YES** | Orange |
| Wilkey St | Mon - Fri | 8a-4p | YES #42-100 | Orange |
| Windle Park | Tue / Fri | 8a-1:30p | YES | Orange |
| Wood Ct | Tue / Fri | 8a-11a | YES | Orange |
| | | | | |
| | | | | |

** Not indicated in Village Code Section 291-52.

8

AGREEMENT

AGREEMENT made this 23rd day of August 2013 by and between the Village of Sleepy Hollow ("Sleepy Hollow") and the Village of Tarrytown ("Tarrytown"), collectively "the Parties."

WHEREAS, on January 25, 2011, the Sleepy Hollow Board of Trustees adopted a Supplemental Environmental Findings Statement for a project ("the Project") providing for the redevelopment of property owned by General Motors (the "2011 Findings"); and

WHEREAS, on June 7, 2011, the Board of Trustees adopted a Resolution Granting Special Permit and Approving Riverfront Development Concept Plan for the Project ("the Special Permit"); and

WHEREAS, on May 24, 2011, the Mayor and the Board of Trustees of the Village of Tarrytown and the Village of Tarrytown (collectively, "Tarrytown") commenced a proceeding entitled *The Mayor and Board of Trustees of the Village of Tarrytown, et. al, v. The Mayor and Board of Trustees of the Village of Sleepy Hollow, et. al.* (Westchester County Index No. Index No.: 11630-2011, hereinafter the "Tarrytown Article 78 Proceeding") alleging *inter alia* an insufficient review of the traffic impacts of the Project on Tarrytown; and

WHEREAS, in a Decision, Order and Judgment (the "Supreme Court Decision") dated September 12, 2012, the Supreme Court, County of Westchester (Hon. James W. Hubert, JSC), dismissed the Petition filed by Tarrytown in the Tarrytown Article 78 Proceeding; and

WHEREAS, in a Decision and Order dated February 15, 2013, the Supreme Court, County of Westchester (Hon. James W. Hubert, JSC), denied a Motion for Leave to Reargue/Leave to Renew filed by Tarrytown in the Tarrytown Article 78 Proceeding; and

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WHEREAS, Tarrytown has filed a Notice of Appeal from the Supreme Court Decision in the Tarrytown Article 78 Proceeding (the "Appeal"); and

WHEREAS, the Parties wish to resolve the issue of providing traffic mitigation measures in the Village of Tarrytown without further litigation; and

WHEREAS, the Parties have been represented by counsel, and are not entering into this Agreement under duress or under disability of any kind; and

WHEREAS, the Parties have read this Agreement and understand its terms and consequences; and

WHEREAS, the 2011 Findings, and/or the Special Permit set forth certain traffic mitigation measures to be implemented within the municipal boundaries of Tarrytown, all of which were subject to the acceptance and approval of all applicable jurisdictions, including the New York State Department of Transportation ("DOT") and Tarrytown; and

WHEREAS, Tarrytown raised objections to certain traffic mitigation measures proposed to be implemented within the municipal boundaries of Tarrytown as set forth in the 2011 Findings and/or the Special Permit; and

WHEREAS, Tarrytown consents to the implementation of the mitigation measures for Tarrytown (described in paragraph 2 below and hereinafter referred to as "the Mitigation Measures") in accordance with the terms of this Agreement; and

WHEREAS, the Mitigation Measures will mitigate the potential traffic impacts in the Village of Tarrytown from the Project to the maximum extent practicable and improve future traffic operations in the Village of Tarrytown; and

WHEREAS, the Mitigation Measures will satisfy all traffic mitigation obligations arising from the Project within the municipal boundaries of Tarrytown; and

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WHEREAS, Tarrytown will prepare or cause to be prepared all required engineering studies and designs for the Mitigation Measures, will apply for and seek to obtain all necessary approvals and/or permits necessary for such Mitigation Measures and will perform or cause to be performed such Mitigation Measures as set forth herein below; and

WHEREAS, as set forth below, the Parties have agreed upon the amount of the contribution that Sleepy Hollow shall make or cause to be made to Tarrytown for a fair share (the "Fair Share") of the costs of the Mitigation Measures in consideration of Tarrytown not proceeding with its Appeal of the Supreme Court Decision;

NOW, THEREFORE, in consideration of the sum of Ten (\$10.00) Dollars, the terms and provisions herein, and other good and valuable consideration, the receipt of which is hereby acknowledged by all Parties, it is hereby **AGREED** as follows:

1. All **WHEREAS** provisions set forth above are incorporated herein as if set forth fully and verbatim and are acknowledged by each Party to be true and accurate.

2. The following Mitigation Measures to be performed by Tarrytown or its contractors within the municipal boundaries of Tarrytown will provide comprehensive traffic mitigation within Tarrytown to the maximum extent practicable:

(a) (i) The elimination of up to four (4) parking spaces on the southbound side of Broadway just north of Main Street, and/or on the northbound side of Broadway just south of Neperan Road, and (ii) the relocation of an existing fire hydrant on the southbound side of Broadway;

(b) The completion of a warrant analysis for and, if permitted by the New York DOT, the installation of a traffic signal at the intersection of Broadway and West Franklin Street;

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- (c) The implementation of traffic calming measures in the Miller Park neighborhood of Tarrytown;
 - (d) The installation of a total of two traffic signals on the H Bridge at the point on both the east side and west side of the bridge where the ramps connect to that portion of the structure that crosses the railroad tracks; and
 - (e) The installation of a traffic signal at the intersection of West Franklin Street and White Street;
- (the "Mitigation Measures"); and

3. The Parties stipulate and agree that Sleepy Hollow shall contribute or cause to be contributed toward implementation of the Mitigation Measures, the aggregate sum of Three Hundred Eighty-Four Thousand (\$384,000.00) Dollars (the "Fair Share Contribution") in full and complete satisfaction of the Fair Share obligation for the costs of the Mitigation Measures.

4. Tarrytown shall use diligent and good-faith efforts to cause all of the Mitigation Measures to be approved by all applicable jurisdictions, including the New York State DOT. Other than the Fair Share Contribution as expressly set forth herein, Tarrytown shall not seek from Sleepy Hollow, General Motors ("GM"), or any developer of the Project any additional obligation to design, construct, or contribute any portion of the costs for any other traffic mitigation measure within the municipal boundaries of Tarrytown, but Sleepy Hollow shall and to the extent necessary Sleepy Hollow shall require the Developer of the Project (to the extent Sleepy Hollow may legally set such requirements) to cooperate (without additional cost or significant investment of time) to the extent it may be necessary to implement the Mitigation Measures.

5. All other traffic calming and mitigation measures, not required to implement the Mitigation Measures within the municipal boundaries of Tarrytown as set forth in the 2011 Findings, and/or the Special Permit may be performed by Tarrytown in its sole discretion, and at its sole and exclusive expense, if it deems such measures to be appropriate, and neither Sleepy Hollow, GM or any developer of the Project shall have any obligation to pay for any portion of such expense.

6. Sleepy Hollow shall deposit or cause to be deposited in escrow with Keane & Beane PC ("Escrow Agent") the Fair Share Contribution upon the later of (i) within one hundred and twenty (120) days after the closing of title to a developer of the Project (or a determination by GM to proceed with development without a third party developer), or (ii) within one hundred and twenty (120) days after Preliminary Subdivision Approval and Site Plan Approval for the Project have been granted. After the Fair Share Contribution is deposited with the Escrow Agent, the Fair Share Contribution shall be released, without delay, by the Escrow Agent to Tarrytown to pay for the Mitigation Measures for Tarrytown, within five (5) business days of written notice to the Escrow Agent, of each of the following, with the understanding that no specific portion of the Fair Share Contribution is attributable to any one or more of the Mitigation Measures:

- a. Ten (10%) percent within thirty (30) days after Tarrytown enters into a written contract with an engineer to prepare a warrant applications and/or design of any two (2) or more of the Mitigation Measures, one of which shall be the warrant application for the installation of the traffic light at Broadway and West Franklin Street referenced in paragraph 2 (b) above,

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(which traffic light is subject to and must be approved by the New York State DOT;

- b. Twenty (20%) percent within thirty (30) days after Tarrytown receives all necessary approvals and/or building permits, or commits to proceeding (where no permits or approvals are required from other entities) with two or more of the Mitigation Measures;
- c. Twenty- five (25%) percent within thirty (30) days after work commences by Tarrytown or its contractor on two or more of the Mitigation Measures; provided, however, that such release of the Fair Share Contribution shall not occur earlier than when GM or the developer of the Project commences construction of the Project;
- d. Forty- Five (45%) within thirty (30) days after two or more of the Mitigation Measures are completed and final approvals and/or certificates of completion for same have been issued.

7. The Fair Share Contribution is specifically intended to be used to pay for the Fair Share of the costs for implementing the Mitigation Measures, and shall not be used by Tarrytown for any other purpose whatsoever. Upon written request of Sleepy Hollow, Tarrytown shall provide Sleepy Hollow with a written accounting, supported by reasonable back-up documentation, detailing the costs and expenses of the Mitigation Measures and the expenditure of the Fair Share Contribution, provided that so long as the Fair Share Contribution is used for matters described in paragraph 2, there shall be no basis for objection to the utilization by Tarrytown of the funds contained in the Fair Share Contribution

8. In the event any of the conditions in paragraphs 6(a) through (d) (the "Conditions") are not achieved by or before Five (5) years from the date the first payment is released from Escrow to Tarrytown by the Escrow Agent, such that a portion of the Fair Share Contribution (the "Escrow Balance") remains held in Escrow as of that date, the Escrow Balance shall be returned to the depositor or depositors following seven (7) days written notice by the Escrow Agent by Federal Express delivery to both Tarrytown's Mayor and Village Administrator at the then current Village Hall address, provided however that the Fair Share obligation shall continue notwithstanding the return of the Escrow Balance, and the funding of the Fair Share Contribution to Tarrytown shall take place thereafter upon achievement of said Conditions.

9. Tarrytown shall not take any action or cause any other party to take any action to obstruct, impede or interfere with traffic flow from Sleepy Hollow into Tarrytown, including but not limited to, at the location of the H-Bridge, except that Tarrytown may route traffic and/or install such additional traffic control devices as, in its sole discretion, it deems appropriate to provide for the reasonable flow of traffic between Sleepy Hollow and Tarrytown, provided such measures shall not unreasonably interfere with the flow of traffic between Sleepy Hollow and Tarrytown. Notwithstanding the foregoing, in the event Tarrytown proposes to install traffic control devices or signage on or leading to the H Bridge, other than the two traffic signals contemplated by this Agreement, such additional traffic control devices or signage shall not be installed without the consent of Sleepy Hollow, which consent shall not be unreasonably withheld, delayed or denied.

10. No party hereto is an infant, incompetent person for whom a committee has been appointed or a conservatee.

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11. This Agreement shall be governed by the laws of the State of New York and the Parties consent to the jurisdiction of the Supreme Court of the State of New York Westchester County for the enforcement of this Agreement.

12. In the event any third-party brings an action challenging any portion of this Agreement the Parties shall use their best efforts to defend against such action.

13. Tarrytown shall withdraw, with prejudice, its Appeal filed herein within three (3) business days of the date of exchange of a fully executed copy of this Agreement and shall cease all efforts to delay or prevent implementation of the Project as currently approved.

14. The provisions of this Agreement are severable. If any provision of this Agreement shall be prohibited, found to be invalid under applicable law, or disregarded or stricken by a Court of competent jurisdiction, the other provisions shall remain fully valid and enforceable.

15. This Agreement shall be binding upon and shall inure to the benefit of the Parties, their agents, successors and assigns.

16. This Agreement represents the entire agreement between the Parties hereto, may not be modified orally, and may only be amended pursuant to a writing signed by all Parties. None of the Parties is entering into this Stipulation in reliance upon any oral representations.

17. This Agreement has been prepared after negotiations between the Parties and/or their respective counsel, and if any ambiguity is contained herein, then in resolving said ambiguity, no weight shall be given in favor or against any party solely on an account of his, her or their drafting of this Agreement.

18. This Stipulation may be executed in counterparts, which taken together, shall constitute one complete document. Facsimile and electronic signatures shall be deemed original signatures.

19. Tarrytown and Sleepy Hollow represent that they are each duly authorized to enter into this Stipulation pursuant to duly issued Resolutions adopted by the Board of Trustees of Sleepy Hollow on August 23, 2013 and the Board of Trustees of Tarrytown on August 22, 2013.

Hee Dated: August _____, 2013

THE MAYOR AND THE BOARD OF
TRUSTEES OF THE VILLAGE OF
TARRYTOWN AND THE VILLAGE OF
TARRYTOWN

By: *Drew Fixell*
Drew Fixell,
Mayor of the Village of Tarrytown

THE MAYOR AND THE BOARD OF
TRUSTEES OF THE VILLAGE OF SLEEPY
HOLLOW AND THE VILLAGE OF SLEEPY
HOLLOW

By: *Kenneth G. Wray*
Kenneth G. Wray,
Mayor of the Village of Sleepy Hollow



8

To: Village of Tarrytown

Date: June 25, 2016

Memorandum

Project #: 29776.00

From: John Canning
Alireza Rabiee

Re: Tarrytown Station Area Traffic Study
Tarrytown, NY

Existing Conditions

The purpose of this memorandum is to document the preliminary traffic analysis conducted for the proposed Tarrytown Waterfront redevelopment scenarios in Village of Tarrytown, New York near the Tarrytown Metro North train station. The redevelopment sites consist of the following six separate sites, which are identified on **Figure 1**:

- Walgreens Site, bordered by Cortland Street, Wildey Street and Central Avenue;
- Village Hall Site, bordered by Depot Plaza, Franklin Street and main Street;
- American Paper Site, bordered by the railroad tracks and south of Depot Plaza;
- Village DPW Site, off of Division Street; and
- Green Street North and South Sites, commuter parking west of Green Street.

In addition to the Green Street lots, commuter parking is also currently accommodated at the Village Hall Site (where there are also approximately 100 spaces to serve Village Hall, the Portuguese Club, the Police department and Riverside Hose) and there is also some metered parking serving the train station at the American Paper site.

This study qualitatively evaluates the existing and future traffic volumes of the major intersections in the station area and along Broadway as one enters the Village business district. The traffic study area is bounded by Wildey Street to the north, Green Street to the west, Broadway to the east, and Franklin Street to the South.

Existing Conditions

The study intersections for this analysis, which were identified in consultation with the Village Planning Consultant, are depicted on **Figure 1**. VHB performed manual and automatic traffic data collection at these locations.

Automatic Traffic Recorder Counts

VHB performed a continuous 24-Hour traffic count using Automatic Traffic Recorder (ATR) machines from April 8 to April 12, 2016 at the following locations:

- Main Street east of Cortlandt Street
- Wildey Street east of Cortlandt Street

Figure 2 illustrates the hourly traffic volume trends during the average weekday, Saturday and Sunday at the above locations. As can be seen from Figure 2, traffic volumes were recorded to peak on weekday evenings, although they were not much higher than weekday morning and midday weekend peak volumes.

In order to capture the entering/existing traffic to/from each parcel in the existing condition VHB installed ATR machines at the driveways serving all proposed redevelopment parcels during the above time period. This data was used to document existing traffic activity at each existing redevelopment parcel.

Manual Turning Movement Counts

To examine the existing traffic conditions at the key intersections in the vicinity of the site, VHB performed traffic turning movement counts (TMC) at the study intersections during weekday morning and evening peak hours and also during the Saturday mid-day peak

hour. The turning movement counts took place on Wednesday April 13, 2016 from 6:30 AM to 9:30 AM and from 4:00 PM to 7:00 PM. Also, the Saturday counts took place on April 16, 2016 from 12:00 PM to 3:00 PM at the following intersections, which are depicted on **Figure 1**:

- Wildey St./ Cortlandt St./ Division St.
- H-Bridge (Railroad Av./ Division St.)
- Cortlandt St./ Main St./ Depot Pl.
- Franklin St./ Depot Pl./ White St.
- Broadway/ Wildey St.
- Broadway/ Central Ave.
- Broadway/ Main St.
- Broadway/ Franklin St.

A summary of the peak-hour traffic volumes at each of the study intersections is presented in **Figure 3**. **Figures 4A to 4C** show the individual turning movement peak-hour volumes for each of the intersections during the three study peak periods. The turning movement counts, which were conducted one week after the ATR counts, recorded that existing peak-hour traffic activity was slightly higher during the Saturday mid-day period in comparison to the weekday PM and AM peak periods at five of the eight studied intersections.

Future Conditions without the Project

VHB identified the following developments in consultation with the Village Planning Consultant, adjacent to the proposed redevelopment sites that will impact the study intersections:

- Edge-on-Hudson Development
- Hudson harbor Mixed-Use Development (remaining phase)

Table 1 shows the additional traffic projected to be added to the study intersections by the above projects.

Table 1- Hourly Traffic Volumes by Other Developments

| | AM | PM | Sat. MD |
|---|-----|-----|---------|
| Wildey St./ Cortlandt St./ Division St. | 51 | 83 | 107 |
| H-Bridge (Railroad Av./ Division St.) | 386 | 434 | 509 |
| Cortlandt St./ Main St./ Depot Pl. | 369 | 428 | 562 |
| Franklin St./ Depot Pl./ White St. | 282 | 318 | 408 |
| Broadway/ Wildey St. | 10 | 15 | 22 |
| Broadway/ Central Ave. | 10 | 15 | 22 |
| Broadway/ Main St. | 67 | 80 | 108 |
| Broadway/ Franklin St. | 321 | 360 | 452 |

As can be seen from Table 1, other projects in the area are projected to add as many as 560 peak-hour trips to some of the study area intersections. Certain traffic improvement measures are tied to these projects to reduce the impact of these increases.

Train Station/Waterfront Total Traffic

Currently, there are three scenarios to redevelop the two Green Street/waterfront and Village Hall sites. The other three sites (American Paper, Walgreens and DPW sites) each have one development scenario. The proposed land uses include retail, office,

residential, cultural institution, hotel, park and government buildings, as well as the replacement of existing commuter parking. To estimate the traffic that is expected to be generated by the proposed redevelopment, the Institute of Transportation Engineers' (ITE) publication, "Trip Generation, 9th Edition" was used. The commuter parking space trip generation rates were calculated using Green Street ATR counts and also VHB field measurements.

The trip generation rates provided by the ITE Trip Generation Manual mostly applies to sub-urban areas with limited access to transit, walk and bike facilities. Based on industry surveys and engineering judgment, credits for transit, walk and bike factors were applied to the ITE-generated trips. The average trip generation rates, transit/walk/bike credit percentages and adjusted trip generation rates for each land use are presented in **Figure 5**. As can be seen from Figure 5, reductions for the project location range from 0% for commuter parking to 50% for open space/parks, with the average reduction coming in at between 10% and 20%.

Figure 6 shows the total vehicle trips projected for each component of each development scenario. These trips are based on the adjusted trip generation rates and the development program provided by the Village Planning Consultant. The redevelopment program includes the land use type and square-footage for each scenario. Currently all sites except the American Paper, Walgreens and DPW sites include commuter parking spaces. The proposed program also assigns commuter parking spaces to these sites. In order to prevent double counting, the existing commuter parking trips were deducted from the total vehicle trips. Other traffic associated with the existing uses at each of the studied parcels was subtracted from the future trips projected to be generated by the redevelopment of the parcels.

Figure 7 summarizes the three scenarios' hourly traffic volumes during the study peak hours. As can be seen from Figure 7, Scenario 3 (Waterfront Destination) is projected to generate slightly more traffic in the peak-hour than the other scenarios, with up to 516 peak-hour trips added to the surrounding roadways during the weekday PM peak Hour. It is noted that Scenario 3 is contemplated to provide 105 more commuter parking spaces than currently exist. By comparison, Scenario 2 (Waterfront Neighborhood) is projected to generate up to 506 trips in the same peak hour (and to increase the commuter parking complement by 215 spaces), while Scenario 1 (Waterfront Park) is projected to generate up to 460 trips in the same peak hour (and to increase the commuter parking complement by 135 spaces).

During the AM peak hour Scenario 2 generates the highest traffic volume, up to 334 vehicles per hour which, is slightly more than the other two scenarios. During the Saturday mid-day peak hours, Scenario 3 generates the highest hourly volumes with 502 trips, which is approximately 100 more trips per hour than the other two scenarios.

Project Trip Assignments

VHB utilized the existing traffic volumes and also adjacent projects traffic studies to estimate how traffic generated by each of the redeveloped parcels would be distributed to the roadway network serving the area. The additional Waterfront/Train Station traffic generated by the proposed redevelopment was assigned to the study area road network based on the developed distributions. The results are being illustrated on **Figures 8-1A to 8-3C** for the three proposed scenarios and during the study peak hours. Each figure includes the existing conditions, other projects and Waterfront/Train Station traffic volumes at the study intersections in the table and chart formats.

Potential Project Traffic Impacts

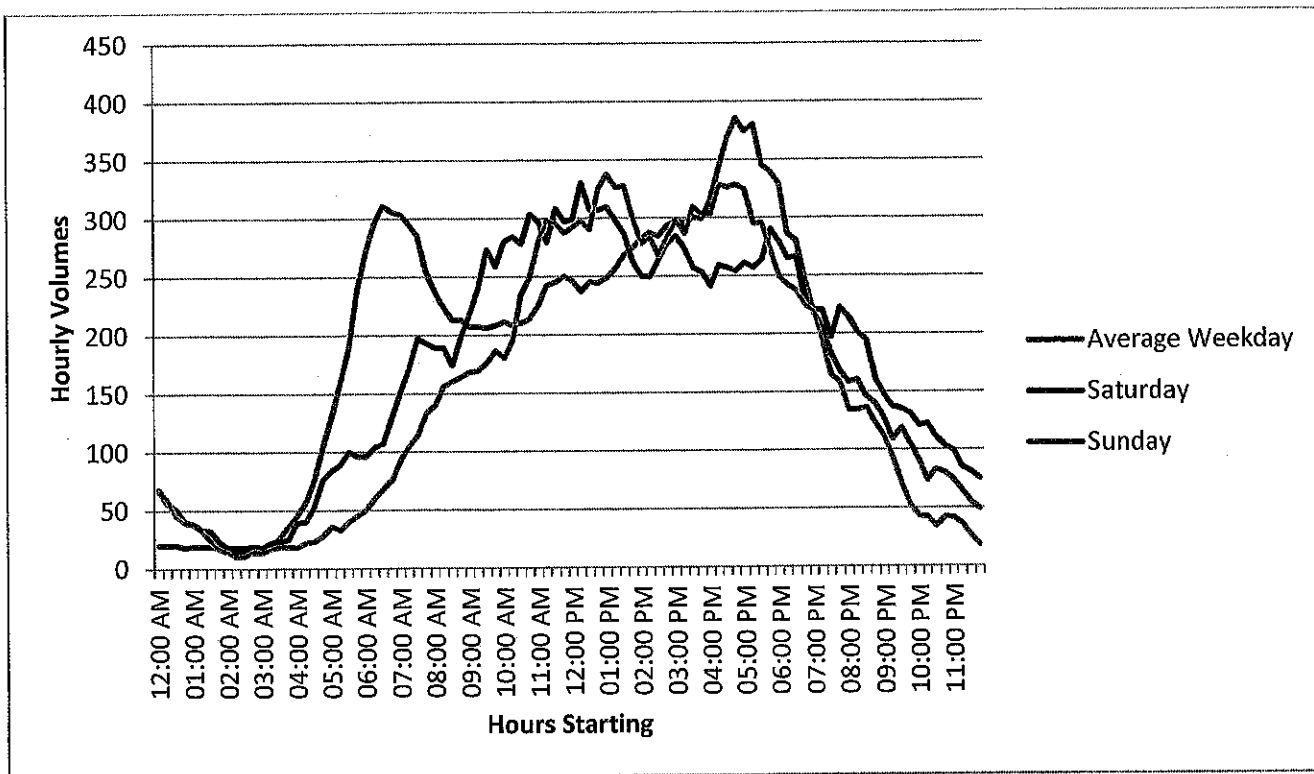
As it was mentioned before, Scenario 2 generates the highest total traffic volumes during weekday AM peak hour and Scenario 3 generates the highest traffic volumes during weekday PM and Saturday mid-day peak hours. A review of Figures 8-1A through 8-3C reveals that the redeveloped parcels will increase traffic activity by no more than 275 vehicles in the peak hour at any intersection, which is less than half the number of trips that are projected to be added by the other area projects (Edge on Hudson and Hudson Harbor).

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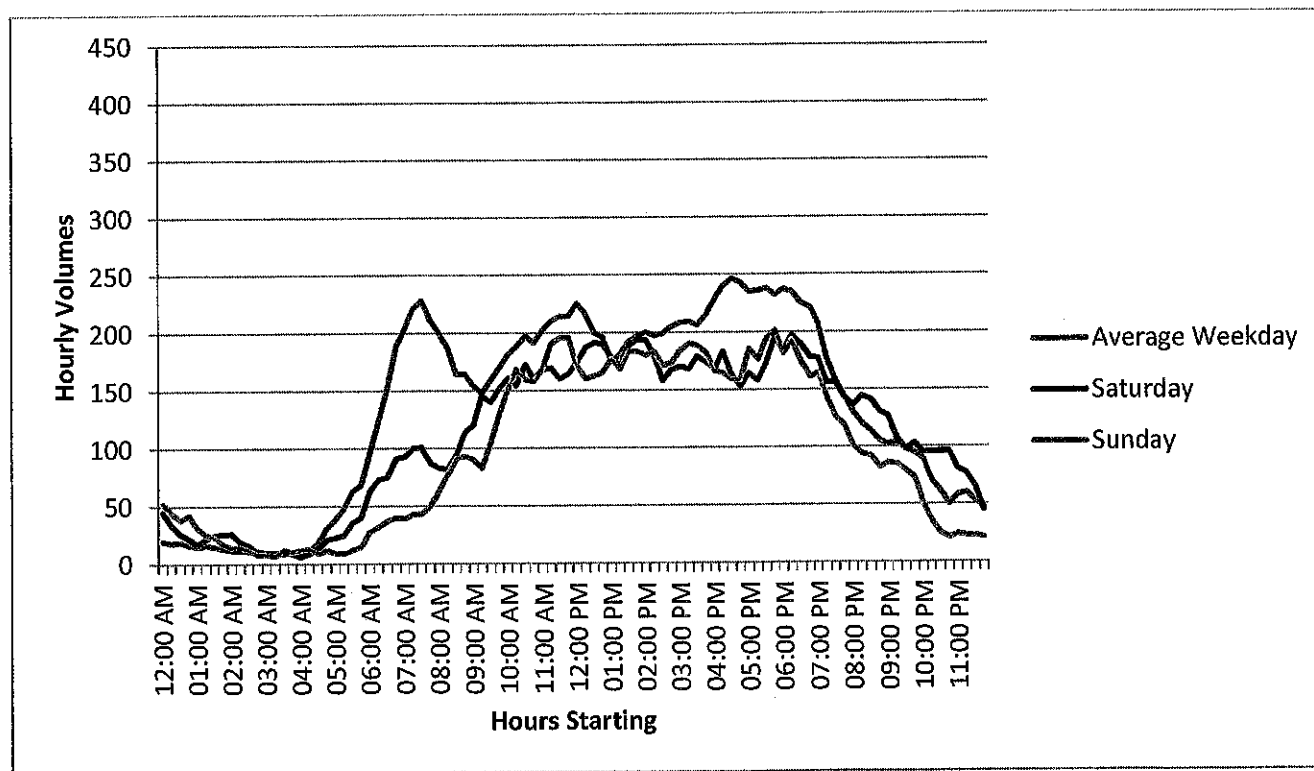
The contemplated redevelopment is likely to have its greatest impact at the intersections of White Street with Franklin Street and Main Street with Depot Plaza/Cortlandt Street, where it is projected to increase traffic volumes by as much as 25%. Total peak-hour traffic volumes at these intersections (<1,400 vehicles per hour), however, will still be considerably less than the current peak-hour volumes at the intersections of Broadway with Main Street and Franklin Street (1,525 and 1,984, respectively). The redevelopment of the subject parcels is projected to increase traffic volumes at these intersections by only 4% and 6% respectively.

Relatively speaking, there is not a great deal of difference in the volume of traffic projected to be generated by any of the three development scenarios at any particular intersection (<30 trips in the busiest hour), so the differences in traffic impacts will be minimal.

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Hourly Traffic Volume Comparison on Main St. between White St. and Windle Park



Hourly Traffic Volume Comparison on Wildey St. between Cortland St. and Central Ave.

Figure 2
Existing 24-hour,
Two-way Volumes
Spring 2016

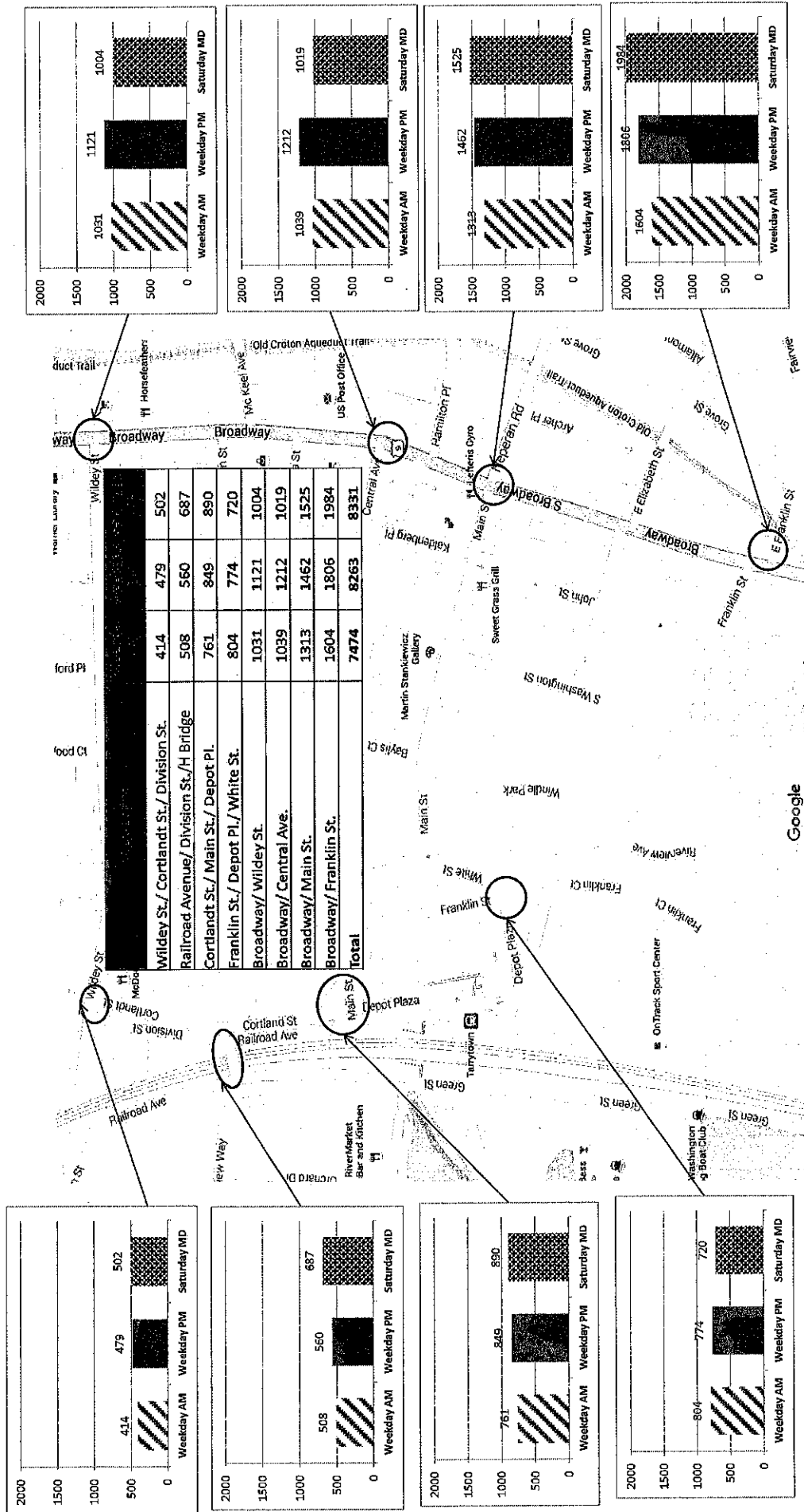


Figure 3
Existing Peak-Hour
Traffic Volumes
(Spring 2016)

8

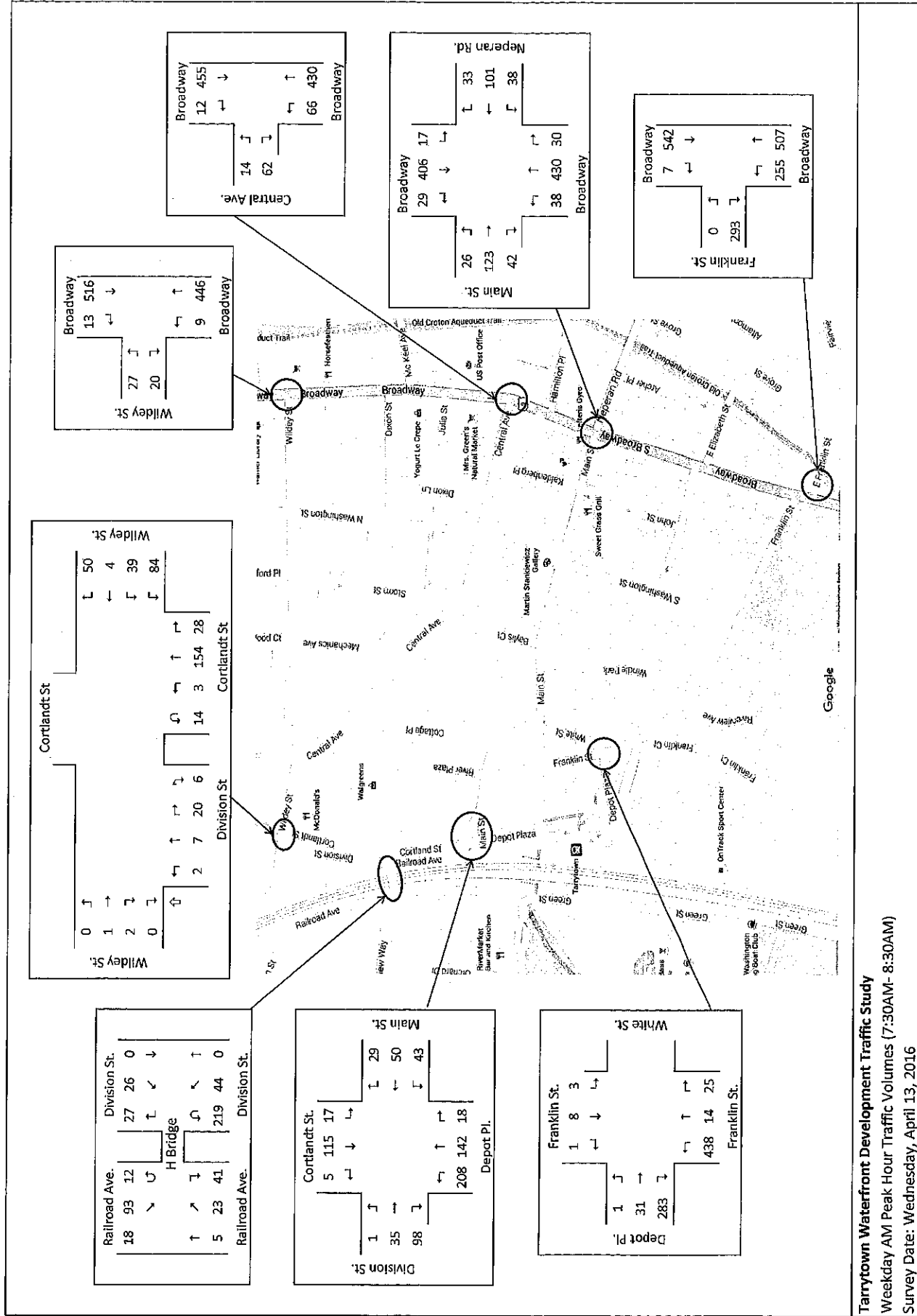
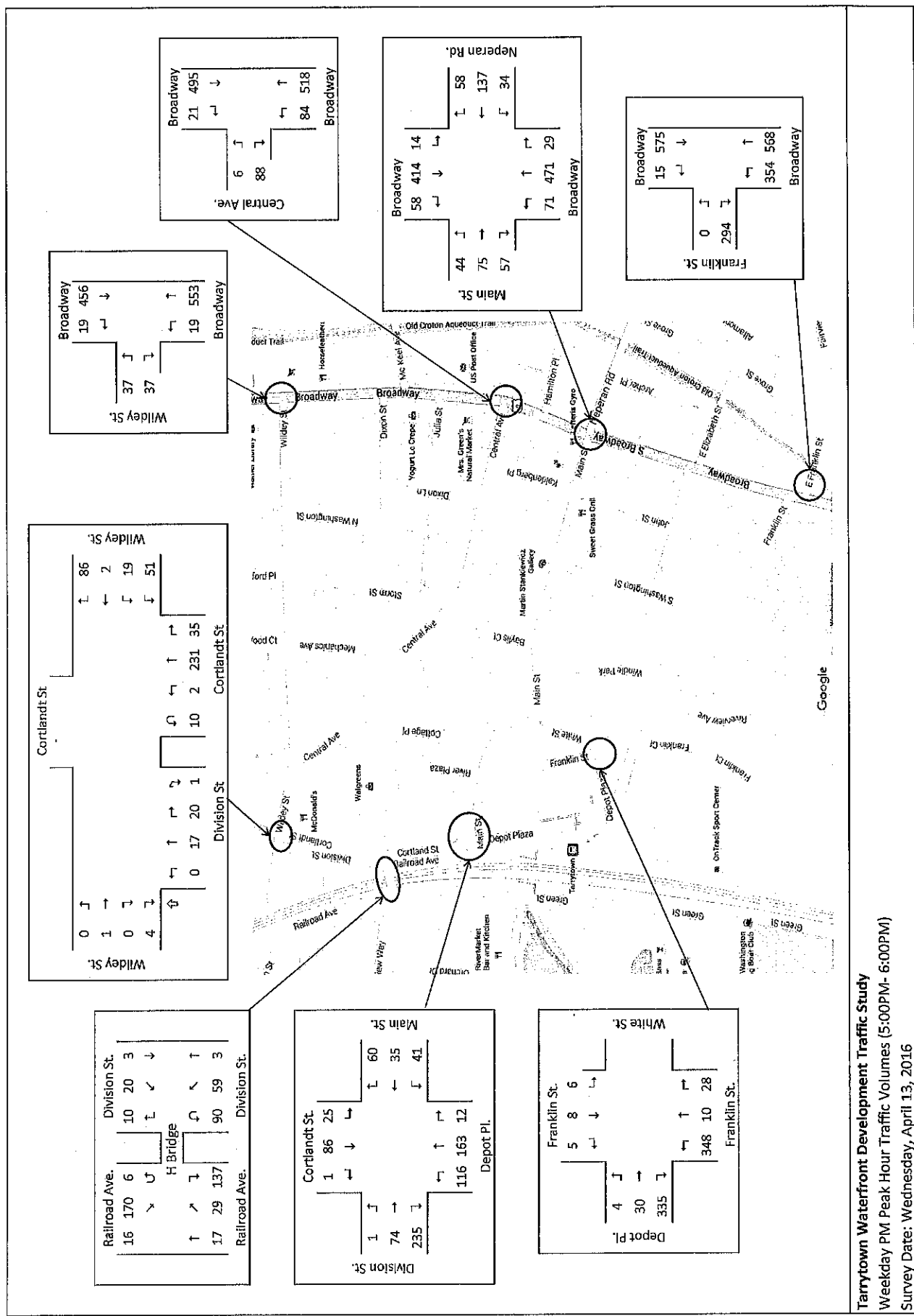


Figure 4A
Existing Weekday
AM Peak Hour
Turning Movement Volumes

Tarrytown Waterfront Development Traffic Study
Weekday AM Peak Hour Traffic Volumes (7:30AM- 8:30AM)
Survey Date: Wednesday, April 13, 2016

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Figure 4B
Existing Weekday
PM Peak Hour
Turning Movement Volumes



Tarrytown Waterfront Development Traffic Study
Weekday PM Peak Hour Traffic Volumes (5:00PM- 6:00PM)
Survey Date: Wednesday, April 13, 2016

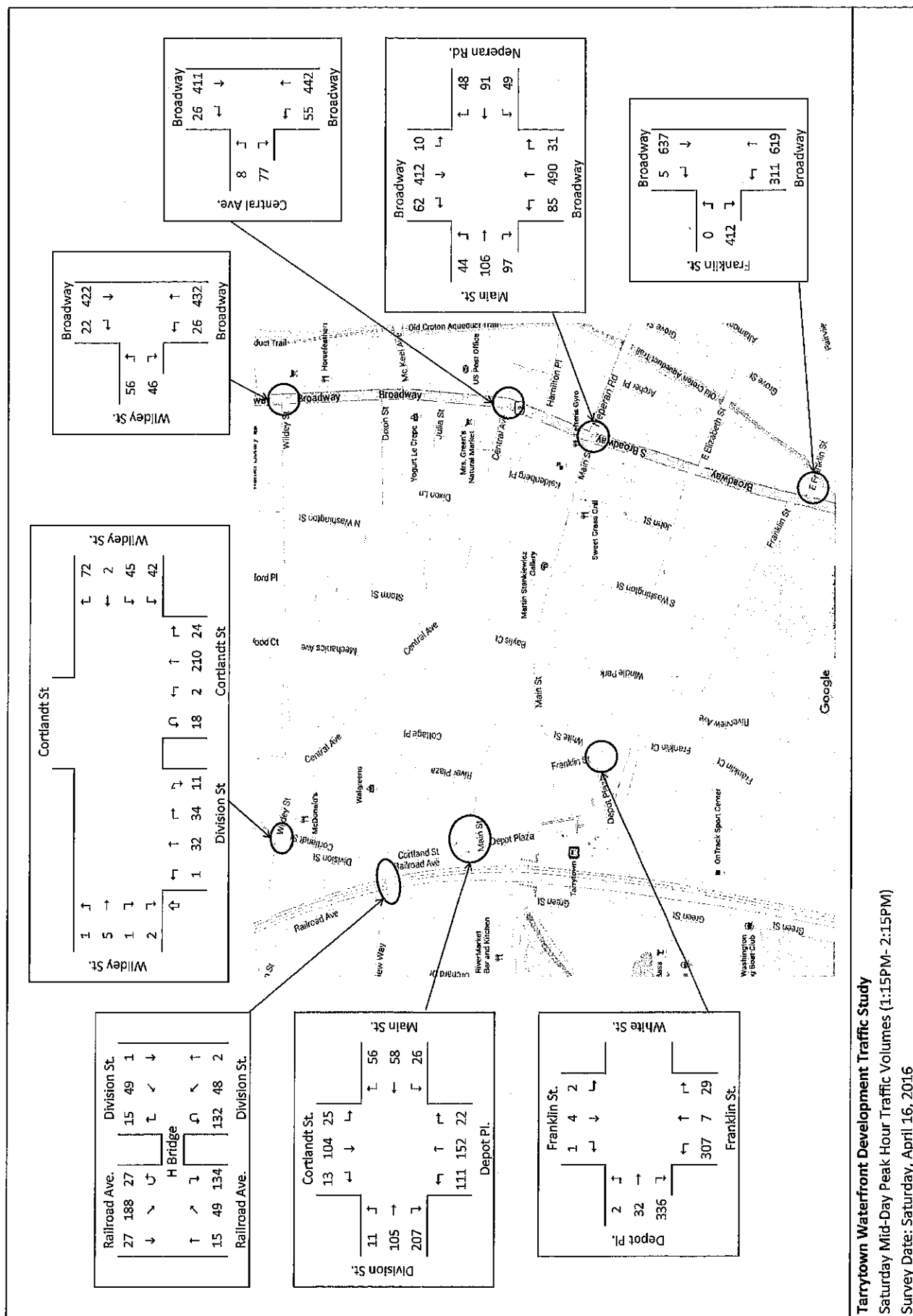


Figure 4C
Existing Saturday
Midday Peak Hour
Turning Movement Volumes

Tarrytown Waterfront Development- Traffic Analysis
Trip Generation Assumptions

| Land Use | ITE Code | Unit | Average Trip Generation Rates | | | | Directional Distribution | | | |
|-----------------------------------|-------------|----------|-------------------------------|--------------|-------------------|--|--------------------------|-----|-----|-----|
| | | | AM | | PM | | AM | | PM | |
| | | | AM Peak Hour | PM Peak Hour | Sat. MD Peak Hour | | In | Out | In | Out |
| Retail | 820 | 1,000 SF | 0.96 | 3.71 | 4.82 | | 62% | 38% | 48% | 52% |
| Office | 710 | 1,000 SF | 1.56 | 1.49 | 0.43 | | 88% | 12% | 17% | 83% |
| Apartment ¹ | 223 | D.U. | 0.30 | 0.62 | 0.52 | | 31% | 69% | 51% | 49% |
| Cultural Institution ² | 441,443,444 | 1,000 SF | 0.20 | 1.50 | 1.50 | | 90% | 10% | 50% | 50% |
| Hotel | 310 | Rooms | 0.53 | 0.52 | 0.72 | | 59% | 41% | 54% | 46% |
| City Park | 411 | 1,000 SF | 1.03 | 0.80 | 0.80 | | 56% | 44% | 57% | 43% |
| Gov. Office Building ³ | 730 | Employee | 1.02 | 1.91 | 0.09 | | 84% | 16% | 74% | 26% |

| Land Use | Unit | Average Trip Generation Rates | | | | | | | | | | Reduction due to transit, walk or bike | Adjusted Rates | | | | | | |
|-------------------------------|----------|-------------------------------|------|--|-----------|------|--|-----------|------|--|-----------|--|----------------|--|-----------|------|---------|------|------|
| | | AM | | | PM | | | Sat. MD | | | | | AM | | PM | | Sat. MD | | |
| | | Peak Hour | | | Peak Hour | | | Peak Hour | | | Peak Hour | | Peak Hour | | Peak Hour | | | | |
| | | In | Out | | In | Out | | In | Out | | In | | Out | | In | Out | | In | Out |
| Retail ⁴ | 1,000 SF | 0.60 | 0.36 | | 1.78 | 1.93 | | 2.51 | 2.31 | | 10% | 0.54 | 0.32 | | 1.60 | 1.74 | | 2.26 | 2.08 |
| Office | 1,000 SF | 1.37 | 0.19 | | 0.25 | 1.24 | | 0.23 | 0.20 | | 25% | 1.03 | 0.14 | | 0.19 | 0.93 | | 0.17 | 0.15 |
| Apartment ⁵ | D.U. | 0.09 | 0.21 | | 0.32 | 0.30 | | 0.28 | 0.24 | | 20% | 0.07 | 0.17 | | 0.26 | 0.24 | | 0.22 | 0.19 |
| Community Center | 1,000 SF | 0.18 | 0.02 | | 0.75 | 0.75 | | 0.75 | 0.75 | | 10% | 0.16 | 0.02 | | 0.68 | 0.68 | | 0.68 | 0.68 |
| Hotel | Rooms | 0.31 | 0.22 | | 0.28 | 0.24 | | 0.40 | 0.32 | | 20% | 0.25 | 0.18 | | 0.22 | 0.19 | | 0.32 | 0.26 |
| City Park ⁶ | 1,000 SF | 0.58 | 0.45 | | 0.46 | 0.34 | | 0.46 | 0.34 | | 50% | 0.29 | 0.23 | | 0.23 | 0.17 | | 0.23 | 0.17 |
| Commuter Parking ⁶ | Space | 0.40 | 0.07 | | 0.10 | 0.25 | | 0.08 | 0.07 | | 0% | 0.40 | 0.07 | | 0.10 | 0.25 | | 0.08 | 0.07 |
| Gov. Office Building | Employee | 0.86 | 0.16 | | 0.07 | 0.02 | | 0.09 | 0.07 | | 10% | 0.77 | 0.14 | | 0.06 | 0.02 | | 0.08 | 0.06 |

Notes:

- 1- No Saturday rates for Mid-Rise apartments (#223). The ITE land use #220 (Apartments) rates were used instead. Also no Saturday directional distribution for ITE #220. We used 230 percentages
- 2- The rates are based on the comparison and combination of three following ITE land uses: "Live Theater", "Movie Theater with Matinee" and "Movie Theater without Matinee". Also it is assumed that there are an average 50 seats per 1,000 SF area and the average trip generation rate is 0.03 per seat during the weekday PM and Saturday MD peak hours.
- 3- No Saturday rates for the government building. We considered general office rates for Saturday peak hour of generator
- 4- The percent reduction due to transit/walk/bike is based on the comparison between ITE equation and average rates. We assumed 65% credit for equation based rates or 10% credit for average rates.
- 5- It is assumed that the open space/park area users are local or people that are already drove to the Waterfront Park area
- 6- Based on 5-Day continuous field measurements using ATR machines on Green St. south of W. Main St. in Tarrytown, NY (April 2016)

Figure 5
Trip Generation
Assumptions

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Tarrytown Waterfront Development- Traffic Analysis
Vehicle Trips

| Program | Units | Size | Vehicles Trips | | | | | |
|---------|-------|------|----------------|-----|-----------|-----|-----------|-----|
| | | | AM | | PM | | Sat. MD | |
| | | | Peak Hour | | Peak Hour | | Peak Hour | |
| | | | In | Out | In | Out | In | Out |

1. Waterfront Park

Waterfront Site: Waterfront Park

| | | | | | | | | |
|---------------------------|---------|---------|------------|-----------|-----------|------------|-----------|-----------|
| Cultural Institution | Sq. Ft. | 20,000 | 3 | 0 | 14 | 14 | 14 | 14 |
| Open Space | Sq. Ft. | 107,000 | 31 | 24 | 25 | 18 | 25 | 18 |
| Tennis & Basketball | Sq. Ft. | 31,600 | No Change | | | | | |
| Commuter parking | Spaces | 150 | 53 | 10 | 12 | 44 | 10 | 9 |
| Existing Commuter parking | Spaces | -320 | -113 | -21 | -25 | -93 | -22 | -19 |
| Total | | | -26 | 13 | 26 | -17 | 27 | 22 |

Village Hall Site: Residential

| | | | | | | | | |
|---------------------------|---------|--------|-----------|-----------|-----------|------------|-----------|-----------|
| Residential | D.U. | 70 | 5 | 12 | 18 | 17 | 16 | 13 |
| Retail | Sq. Ft. | 23,400 | 13 | 8 | 37 | 41 | 53 | 49 |
| Commuter parking | Spaces | 280 | 99 | 18 | 22 | 81 | 19 | 17 |
| Open Space | Sq. Ft. | 14,000 | 4 | 3 | 3 | 2 | 3 | 2 |
| Existing Commuter parking | Spaces | -120 | -42 | -8 | -9 | -35 | -8 | -7 |
| Total | | | 79 | 33 | 71 | 106 | 83 | 74 |

2. Waterfront Neighborhood

Waterfront Site: Waterfront Neighborhood

| | | | | | | | | |
|---------------------------|---------|--------|------------|-----------|-----------|----------|-----------|-----------|
| Residential | D.U. | 115 | 8 | 19 | 29 | 28 | 26 | 22 |
| Retail | Sq. Ft. | 5,000 | 3 | 2 | 8 | 9 | 11 | 10 |
| Open Space | Sq. Ft. | 40,000 | 12 | 9 | 9 | 7 | 9 | 7 |
| Commuter parking | Spaces | 180 | 63 | 12 | 14 | 52 | 12 | 11 |
| Tennis & Basketball | Sq. Ft. | 31,600 | No Change | | | | | |
| Existing Commuter parking | Spaces | -320 | -113 | -21 | -25 | -93 | -22 | -19 |
| Total | | | -27 | 21 | 35 | 3 | 36 | 31 |

Village Hall Site: Mixed Use

| | | | | | | | | |
|---------------------------|---------|--------|------------|-----------|-----------|------------|-----------|-----------|
| Retail | Sq. Ft. | 23,000 | 12 | 7 | 37 | 40 | 52 | 48 |
| Office | Sq. Ft. | 15,000 | 15 | 2 | 3 | 14 | 3 | 2 |
| Residential | D.U. | 34 | 2 | 6 | 9 | 8 | 8 | 7 |
| Commuter parking | Spaces | 330 | 116 | 21 | 26 | 96 | 23 | 20 |
| Open Space | Sq. Ft. | 14,000 | 4 | 3 | 3 | 2 | 3 | 2 |
| Existing Commuter parking | Spaces | -120 | -42 | -8 | -9 | -35 | -8 | -7 |
| Total | | | 107 | 31 | 69 | 125 | 81 | 72 |

3. Waterfront Destination

Waterfront Program: Destination Waterfront

| | | | | | | | | |
|---------------------------|---------|--------|------------|-----------|-----------|------------|-----------|-----------|
| Residential | D.U. | 44 | 3 | 7 | 11 | 11 | 10 | 8 |
| Retail | Sq. Ft. | 24,000 | 13 | 8 | 38 | 42 | 54 | 50 |
| Hotel | Rooms | 75 | 19 | 13 | 17 | 14 | 24 | 19 |
| Cultural Institution | Sq. Ft. | 10,000 | 2 | 0 | 7 | 7 | 7 | 7 |
| Open Space | Sq. Ft. | 64,000 | 19 | 14 | 15 | 11 | 15 | 11 |
| Tennis & Basketball | Sq. Ft. | 31,600 | No Change | | | | | |
| Existing Commuter parking | Spaces | -320 | -113 | -21 | -25 | -93 | -22 | -19 |
| Total | | | -60 | 14 | 52 | -19 | 78 | 68 |

Village Hall Site: Structured Parking

| | | | | | | | | |
|---------------------------|---------|--------|------------|-----------|-----------|------------|-----------|-----------|
| Commuter parking | Spaces | 400 | 141 | 26 | 31 | 116 | 28 | 24 |
| Retail | Sq. Ft. | 27,600 | 15 | 9 | 44 | 48 | 62 | 57 |
| Open Space | Sq. Ft. | 35,500 | 10 | 8 | 8 | 6 | 8 | 6 |
| Existing Commuter parking | Spaces | -120 | -42 | -8 | -9 | -35 | -8 | -7 |
| Total | | | 124 | 35 | 74 | 135 | 90 | 80 |

4. American Paper

| | | | | | | | | |
|------------------|--------|-----|-----------|-----------|-----------|-----------|-----------|-----------|
| Residential | D.U. | 137 | 10 | 23 | 35 | 33 | 31 | 26 |
| Commuter parking | Spaces | 150 | 53 | 10 | 12 | 44 | 10 | 9 |
| Total | | | 63 | 33 | 47 | 77 | 41 | 35 |

5. Walgreens

| | | | | | | | | |
|--------------|---------|--------|-----------|-----------|-----------|-----------|-----------|-----------|
| Residential | D.U. | 33 | 2 | 6 | 8 | 8 | 7 | 6 |
| Retail | Sq. Ft. | 17,000 | 9 | 6 | 27 | 30 | 38 | 35 |
| Office | Sq. Ft. | 35,000 | 36 | 5 | 7 | 33 | 6 | 5 |
| Total | | | 47 | 17 | 42 | 71 | 51 | 46 |

6. DPW & Structured Parking

| | | | | | | | | |
|------------------|----------|-----|-----------|----------|----------|-----------|----------|----------|
| DPW | Employee | 27 | No Change | | | | | |
| Commuter parking | Spaces | 100 | 35 | 7 | 8 | 29 | 7 | 6 |
| Total | | | 35 | 7 | 8 | 29 | 7 | 6 |

| Land Use | Units | Adjusted Rates | | | | | |
|----------------------|----------|----------------|------|------|------|---------|------|
| | | AM | | PM | | Sat. MD | |
| | | In | Out | In | Out | In | Out |
| Retail | 1,000 SF | 0.54 | 0.32 | 1.60 | 1.74 | 2.26 | 2.08 |
| Office | 1,000 SF | 1.03 | 0.14 | 0.19 | 0.93 | 0.17 | 0.15 |
| Apartments | D.U. | 0.07 | 0.17 | 0.26 | 0.24 | 0.22 | 0.19 |
| Community Center | 1,000 SF | 0.16 | 0.02 | 0.68 | 0.68 | 0.68 | 0.68 |
| Hotel | Rooms | 0.25 | 0.18 | 0.22 | 0.19 | 0.32 | 0.26 |
| City Park | 1,000 SF | 0.29 | 0.23 | 0.23 | 0.17 | 0.23 | 0.17 |
| Commuter Parking | Space | 0.35 | 0.07 | 0.08 | 0.29 | 0.07 | 0.06 |
| Gov. Office Building | Employee | 0.77 | 0.14 | 0.06 | 0.02 | 0.08 | 0.06 |

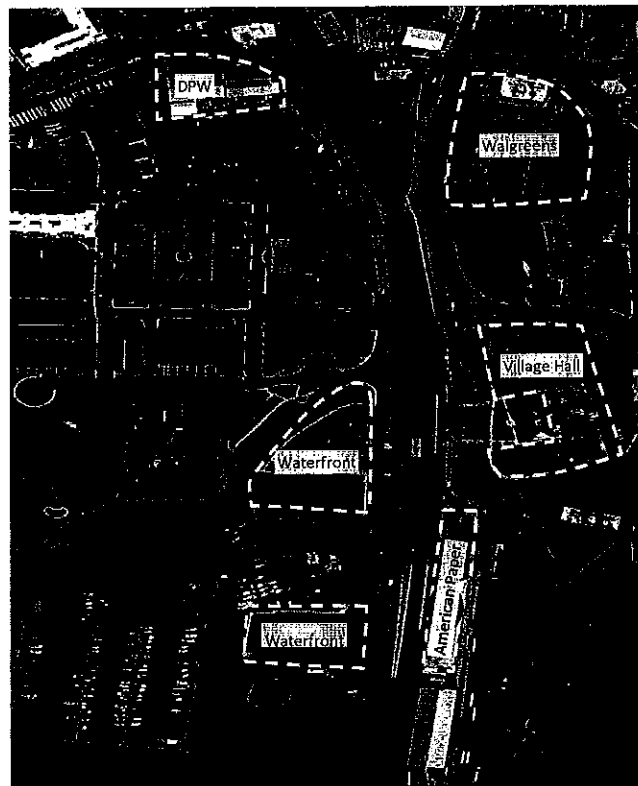


Figure 6
Program Components
Peak-Hour Traffic

Tarrytown Waterfront Development- Traffic Analysis
Scenario Comparison

| Scenario # | Sites | AM | | PM | | Sat. MD | |
|---|---------------------|-----|-----|-----|-----|---------|-----|
| | | In | Out | In | Out | In | Out |
| Scenario 1 (with 135 additional commuter spaces and 100 replacement spaces) | Waterfront Site | 26 | 19 | 25 | 17 | 27 | 22 |
| | Village Hall Site | 79 | 33 | 71 | 106 | 83 | 74 |
| | American Paper Site | 68 | 33 | 47 | 77 | 41 | 35 |
| | Walgreen Site | 47 | 17 | 42 | 71 | 51 | 46 |
| | DPW Site | 35 | 7 | 3 | 29 | 7 | 6 |
| | Total | 198 | 103 | 194 | 266 | 209 | 183 |
| | Total Enter/Exit | 301 | | 460 | | 392 | |
| Scenario 2 (with 215 additional commuter spaces and 100 replacement spaces) | Waterfront Site | 27 | 21 | 35 | 3 | 36 | 31 |
| | Village Hall Site | 107 | 31 | 69 | 125 | 81 | 72 |
| | American Paper Site | 68 | 33 | 47 | 77 | 41 | 35 |
| | Walgreen Site | 47 | 17 | 42 | 71 | 51 | 46 |
| | DPW Site | 35 | 7 | 3 | 29 | 7 | 6 |
| | Total | 225 | 109 | 201 | 305 | 216 | 190 |
| | Total Enter/Exit | 334 | | 506 | | 406 | |
| Scenario 3 (with 105 additional commuter spaces and 100 replacement spaces) | Waterfront Site | 60 | 14 | 52 | 19 | 78 | 68 |
| | Village Hall Site | 124 | 35 | 74 | 135 | 90 | 80 |
| | American Paper Site | 68 | 33 | 47 | 77 | 41 | 35 |
| | Walgreen Site | 47 | 17 | 42 | 71 | 51 | 46 |
| | DPW Site | 35 | 7 | 3 | 29 | 7 | 6 |
| | Total | 209 | 106 | 223 | 293 | 267 | 235 |
| | Total Enter/Exit | 315 | | 516 | | 502 | |

- Scenario 1 Waterfront Park
Scenario 2 Waterfront Neighborhood
Scenario 3 Waterfront Destination



Figure 7
Development Scenario
Peak-Hour Traffic

Scenario 1

Weekday AM Peak Hour Volumes

| Development Site | Existing Conditions | Other Developments | Senario 1 |
|---|---------------------|--------------------|-----------|
| Willey St./ Cortlandt St./ Division St. | 414 | 51 | 49 |
| H-Bridge (Railroad Av./ Division St.) | 508 | 386 | 47 |
| Cortlandt St./ Main St./ Depot Pl. | 761 | 369 | 123 |
| Franklin St./ Depot Pl./ White St. | 804 | 282 | 160 |
| Broadway/ Willey St. | 1031 | 10 | 12 |
| Broadway/ Central Ave. | 1039 | 10 | 18 |
| Broadway/ Main St. | 1313 | 67 | 36 |
| Broadway/ Franklin St. | 1604 | 321 | 90 |

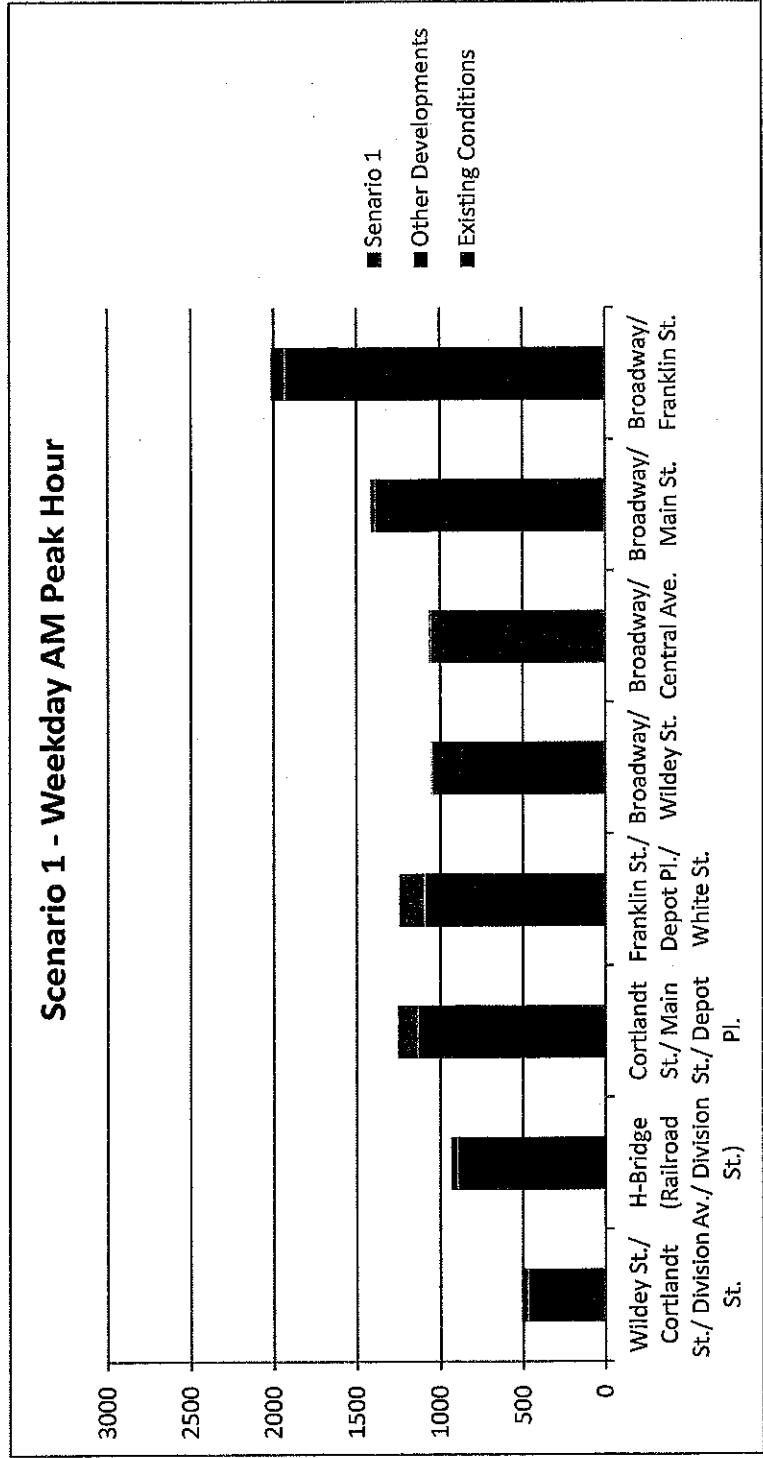


Figure 8-1A
Future Peak-Hour
Traffic Volumes
Scenario 1 - AM

Scenario 1

Weekday PM Peak Hour Volumes

| Development Site | Existing Conditions | Other Developments | Scenario 1 |
|---|---------------------|--------------------|------------|
| Wildev St./ Cortlandt St./ Division St. | 479 | 83 | 73 |
| H-Bridge (Railroad Av./ Division St.) | 560 | 434 | 76 |
| Cortlandt St./ Main St./ Depot Pl. | 849 | 428 | 194 |
| Franklin St./ Depot Pl./ White St. | 774 | 318 | 244 |
| Broadway/ Wildev St. | 1121 | 15 | 21 |
| Broadway/ Central Ave. | 1212 | 15 | 29 |
| Broadway/ Main St. | 1462 | 80 | 55 |
| Broadway/ Franklin St. | 1806 | 360 | 138 |

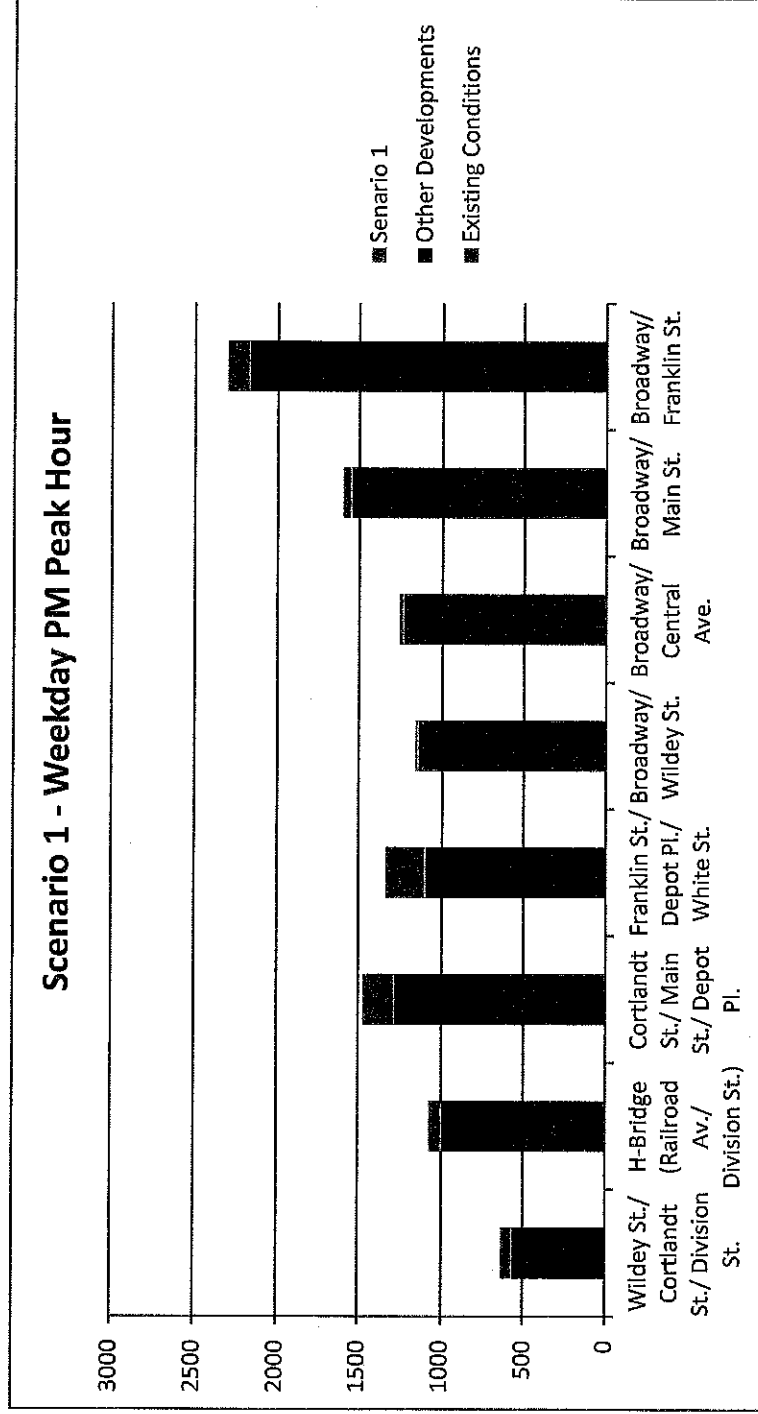


Figure 8-1B
Future Peak-Hour
Traffic Volumes
Scenario 1 - PM

Scenario 1

Saturday Midday Peak Hour Volumes

| Development Site | Existing Conditions | Other Developments | Scenario 1 |
|---|---------------------|--------------------|------------|
| Willey St./ Cortlandt St./ Division St. | 502 | 107 | 61 |
| H-Bridge (Railroad Av./ Division St.) | 687 | 509 | 88 |
| Cortlandt St./ Main St./ Depot Pl. | 890 | 562 | 174 |
| Franklin St./ Depot Pl./ White St. | 720 | 408 | 208 |
| Broadway/ Willey St. | 1004 | 22 | 18 |
| Broadway/ Central Ave. | 1019 | 22 | 24 |
| Broadway/ Main St. | 1525 | 108 | 47 |
| Broadway/ Franklin St. | 1984 | 452 | 118 |

Scenario 1 - Saturday Midday Peak Hour

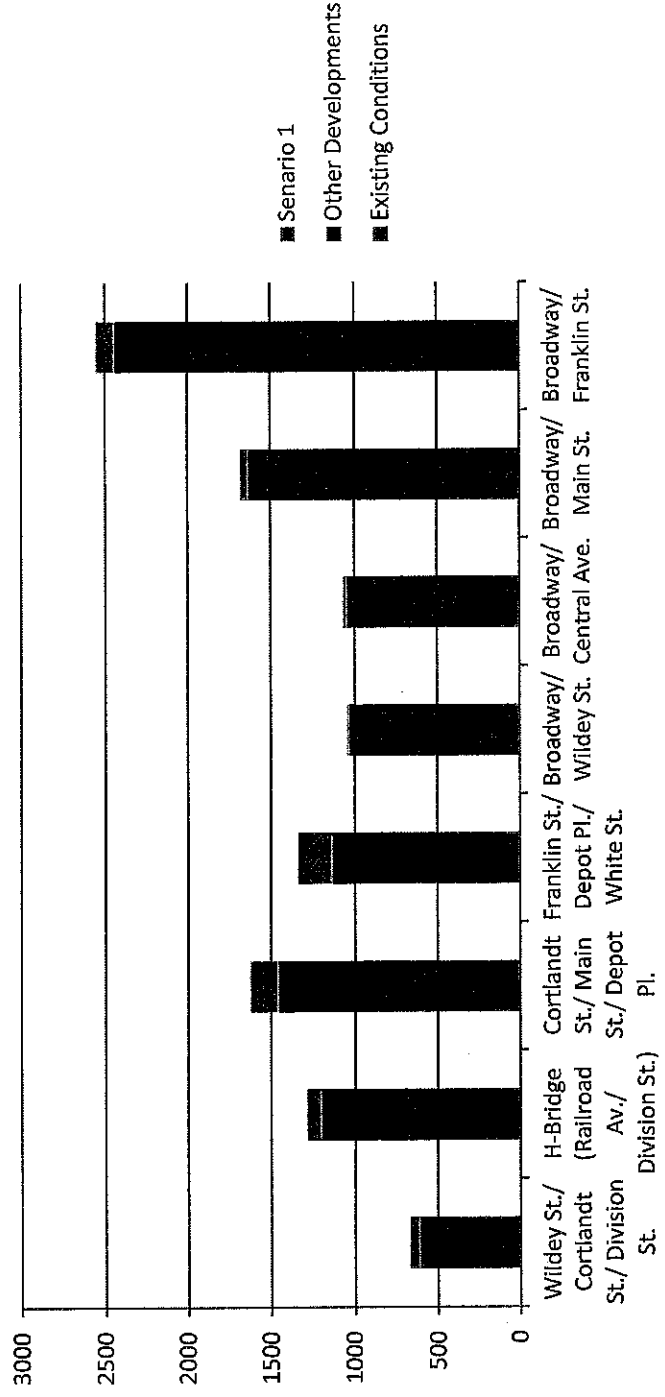


Figure 8-1C
Future Peak-Hour
Traffic Volumes
Scenario 1 - SAT

Scenario 2

Weekday AM Peak Hour Volumes

| Development Site | Existing Conditions | Other Developments | Scenario 2 |
|---|---------------------|--------------------|------------|
| Willey St./ Cortlandt St./ Division St. | 414 | 51 | 55 |
| H-Bridge (Railroad Av./ Division St.) | 508 | 386 | 56 |
| Cortlandt St./ Main St./ Depot Pl. | 761 | 369 | 136 |
| Franklin St./ Depot Pl./ White St. | 804 | 282 | 177 |
| Broadway/ Willey St. | 1031 | 10 | 13 |
| Broadway/ Central Ave. | 1039 | 10 | 20 |
| Broadway/ Main St. | 1313 | 67 | 40 |
| Broadway/ Franklin St. | 1604 | 321 | 100 |

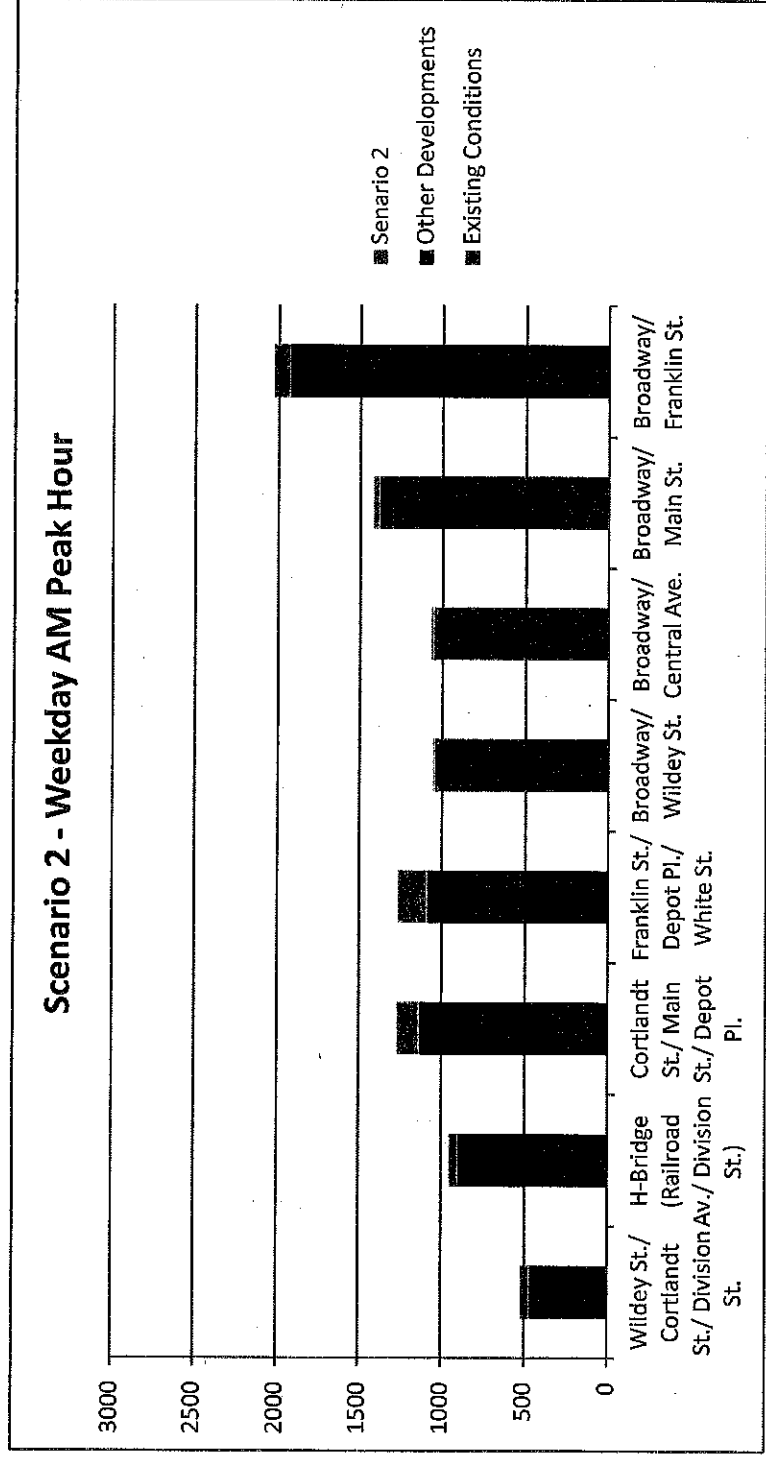


Figure 8-2A
Future Peak-Hour
Traffic Volumes
Scenario 2 - AM

8

Scenario 2

Weekday PM Peak Hour Volumes

| Development Site | Existing Conditions | Other Developments | Scenario 2 |
|---|---------------------|--------------------|------------|
| Willey St./ Cortlandt St./ Division St. | 479 | 83 | 81 |
| H-Bridge (Railroad Av./ Division St.) | 560 | 434 | 107 |
| Cortlandt St./ Main St./ Depot Pl. | 849 | 428 | 219 |
| Franklin St./ Depot Pl./ White St. | 774 | 318 | 268 |
| Broadway/ Willey St. | 1121 | 15 | 21 |
| Broadway/ Central Ave. | 1212 | 15 | 31 |
| Broadway/ Main St. | 1462 | 80 | 61 |
| Broadway/ Franklin St. | 1806 | 360 | 152 |

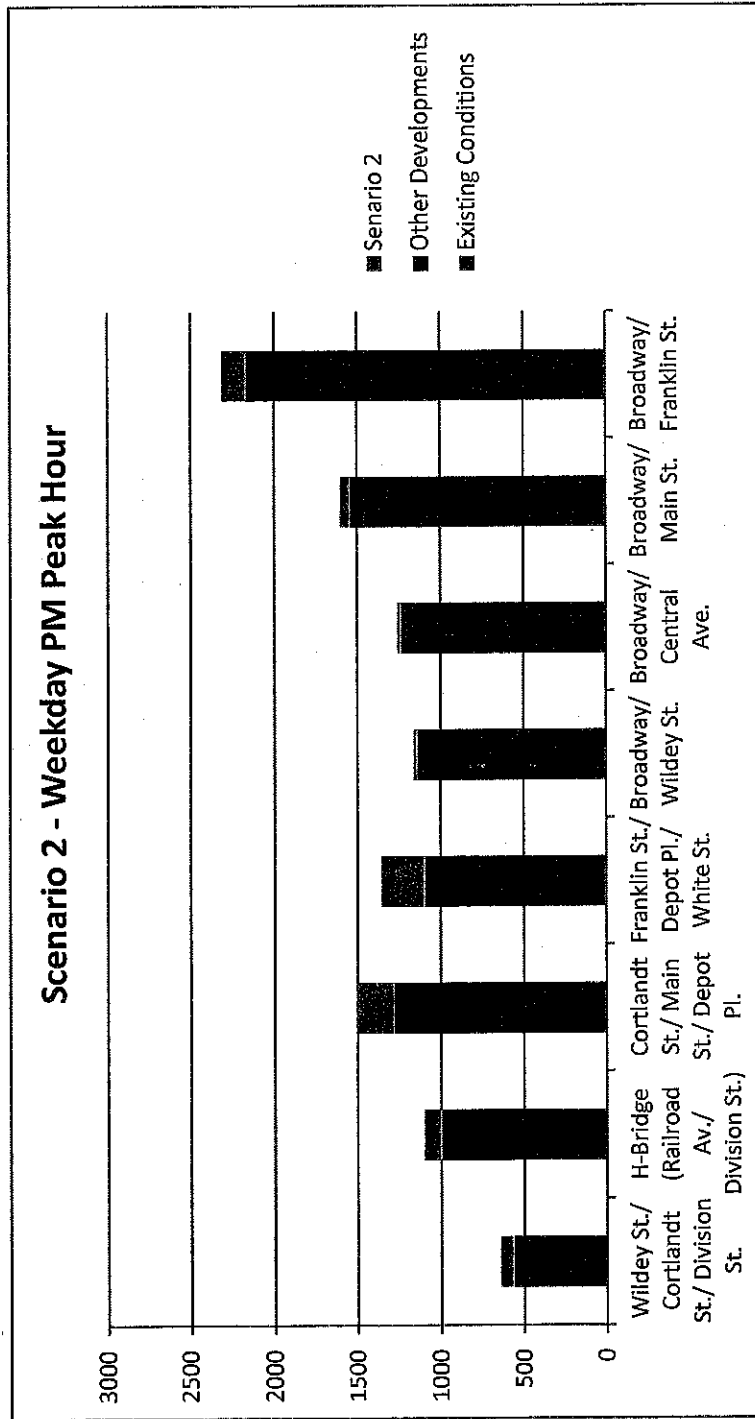


Figure 8-2B
Future Peak-Hour
Traffic Volumes
Scenario 2 - PM

Scenario 2

Saturday Midday Peak Hour Volumes

| Development Site | Existing Conditions | Other Developments | Scenario 2 |
|---|---------------------|--------------------|------------|
| Willey St./ Cortlandt St./ Division St. | 502 | 107 | 63 |
| H-Bridge (Railroad Av./ Division St.) | 687 | 509 | 106 |
| Cortlandt St./ Main St./ Depot Pl. | 890 | 562 | 186 |
| Franklin St./ Depot Pl./ White St. | 720 | 408 | 215 |
| Broadway/ Willey St. | 1004 | 22 | 18 |
| Broadway/ Central Ave. | 1019 | 22 | 25 |
| Broadway/ Main St. | 1525 | 108 | 49 |
| Broadway/ Franklin St. | 1984 | 452 | 122 |

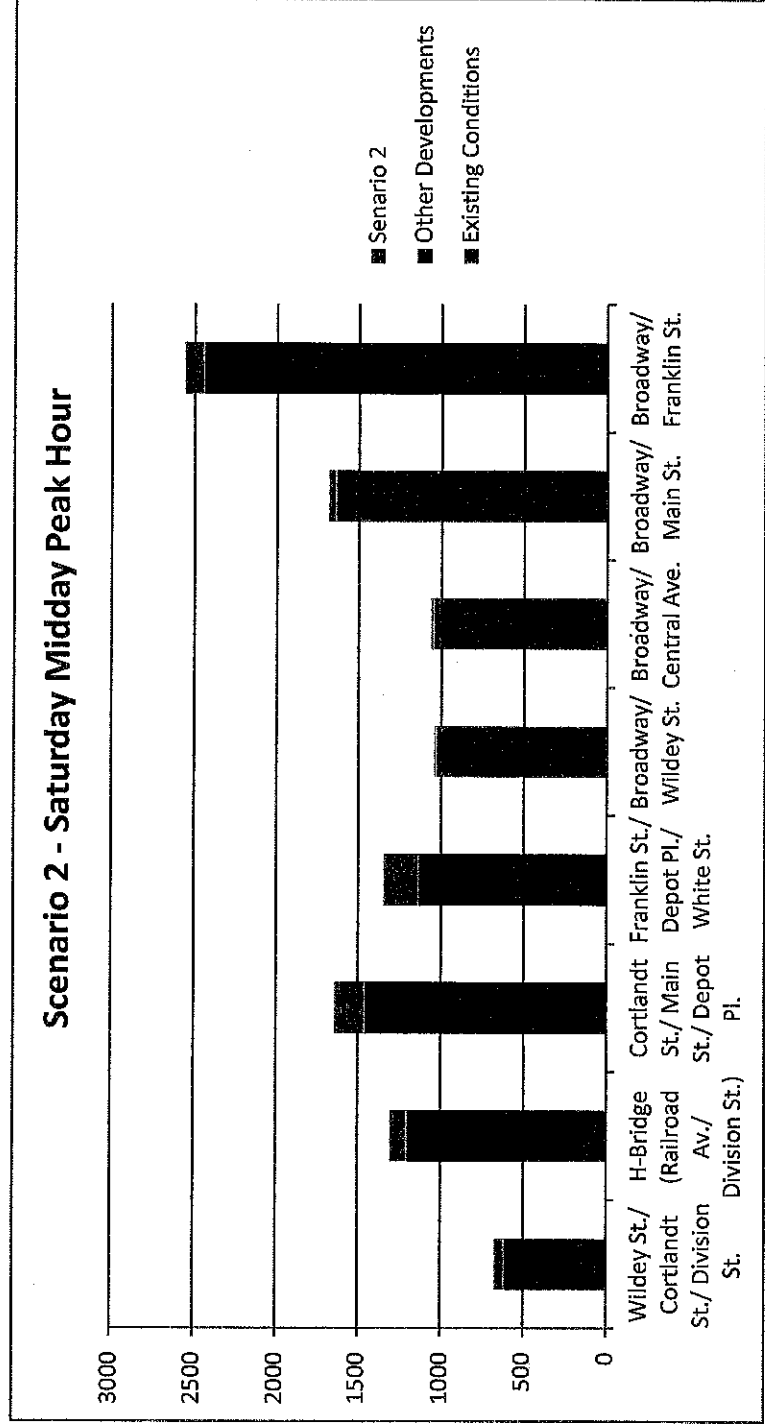


Figure 8-2C
Future Peak-Hour
Traffic Volumes
Scenario 2 - SAT

Scenario 3

Weekday AM Peak Hour Volumes

| Development Site | Existing Conditions | Other Developments | Scenario 3 |
|---|---------------------|--------------------|------------|
| Willey St./ Cortlandt St./ Division St. | 414 | 51 | 54 |
| H-Bridge (Railroad Av./ Division St.) | 508 | 386 | 18 |
| Cortlandt St./ Main St./ Depot Pl. | 761 | 369 | 114 |
| Franklin St./ Depot Pl./ White St. | 804 | 282 | 167 |
| Broadway/ Willey St. | 1031 | 10 | 13 |
| Broadway/ Central Ave. | 1039 | 10 | 19 |
| Broadway/ Main St. | 1313 | 67 | 38 |
| Broadway/ Franklin St. | 1604 | 321 | 95 |

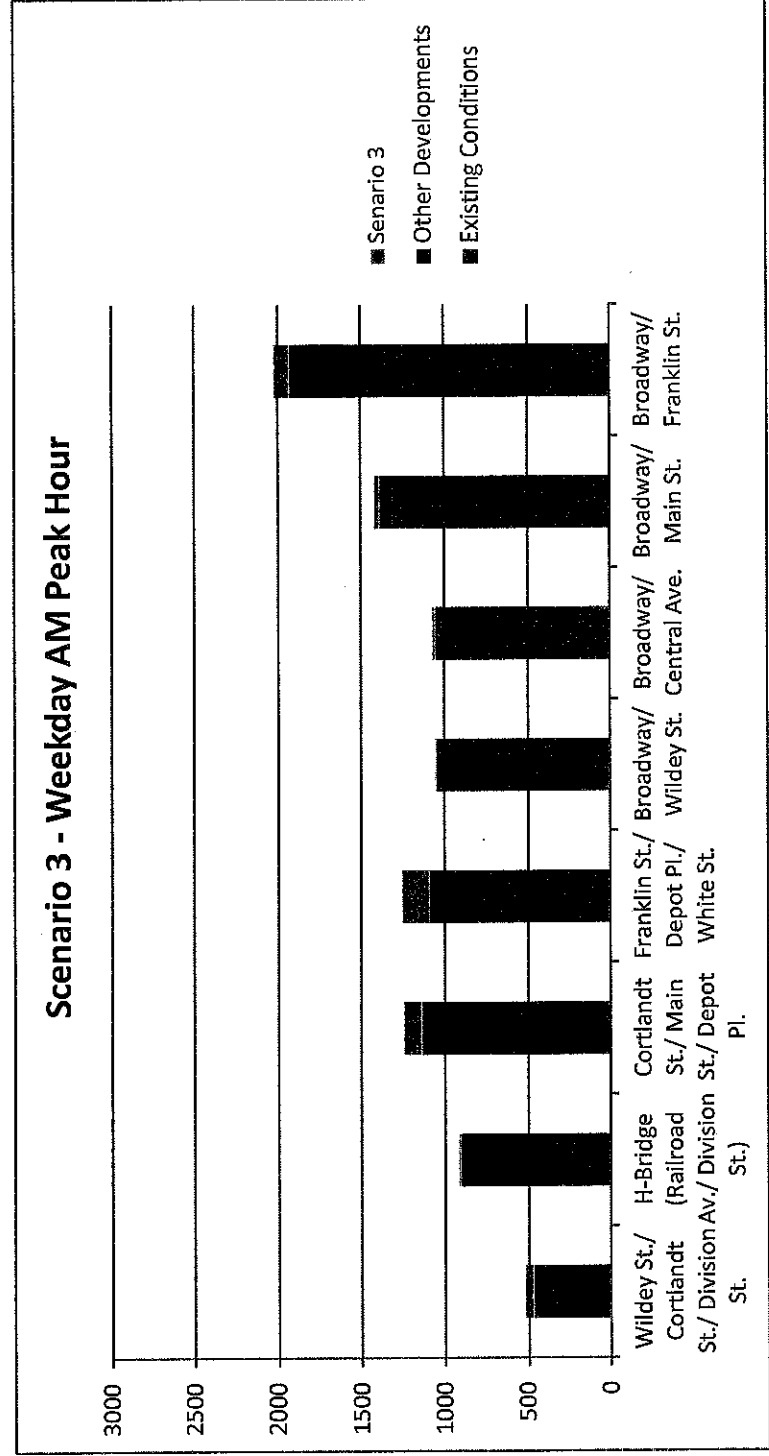


Figure 8-3A
Future Peak-Hour
Traffic Volumes
Scenario 3 - AM

Scenario 3

Weekday PM Peak Hour Volumes

| Development Site | Existing Conditions | Other Developments | Scenario 3 |
|---|---------------------|--------------------|------------|
| Willey St./ Cortlandt St./ Division St. | 479 | 83 | 83 |
| H-Bridge (Railroad Av./ Division St.) | 560 | 434 | 103 |
| Cortlandt St./ Main St./ Depot Pl. | 849 | 428 | 220 |
| Franklin St./ Depot Pl./ White St. | 774 | 318 | 273 |
| Broadway/ Willey St. | 1121 | 15 | 22 |
| Broadway/ Central Ave. | 1212 | 15 | 31 |
| Broadway/ Main St. | 1462 | 80 | 62 |
| Broadway/ Franklin St. | 1806 | 360 | 155 |

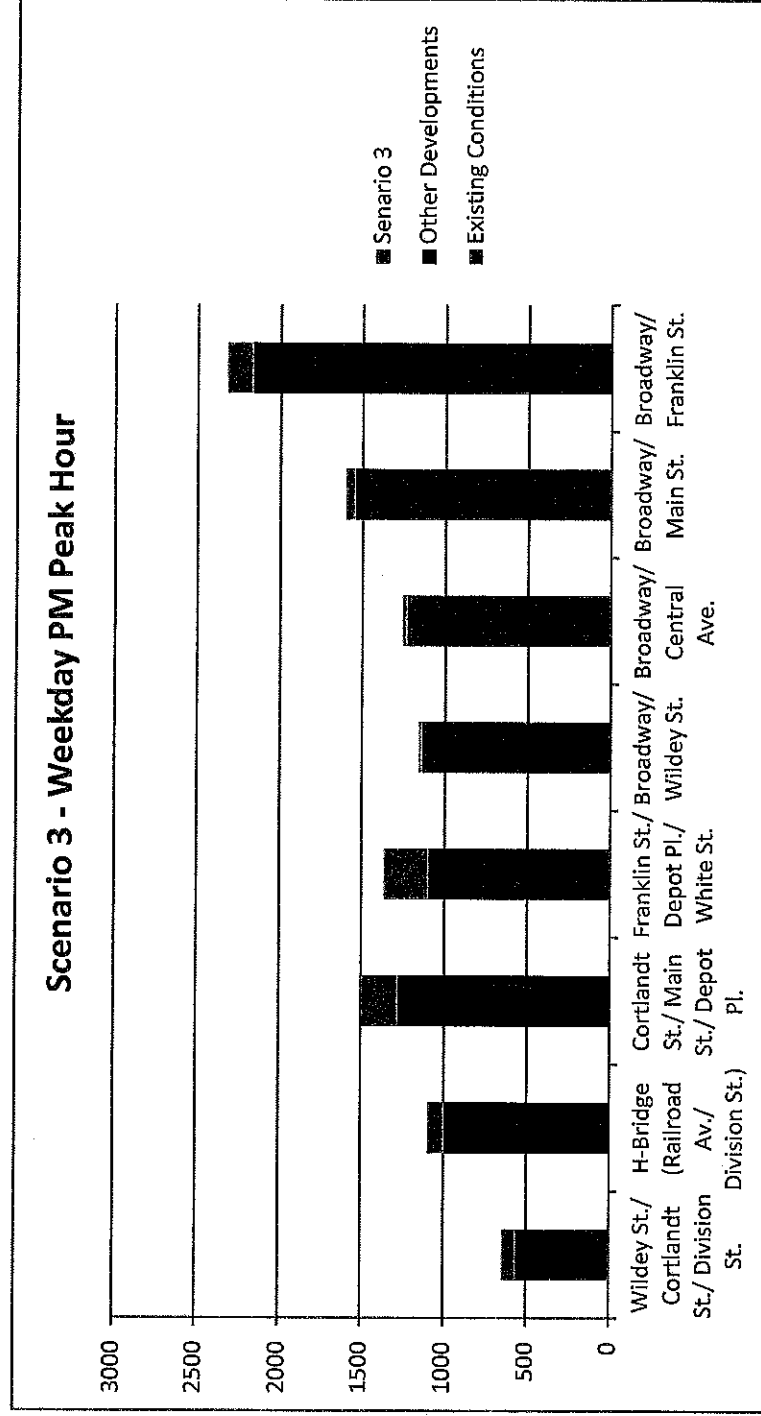


Figure 8-3B
Future Peak-Hour
Traffic Volumes
Scenario 3 - PM

Scenario 3

Saturday Midday Peak Hour Volumes

| Development Site | Existing Conditions | Other Developments | Senario 3 |
|---|---------------------|--------------------|-----------|
| Willey St./ Cortlandt St./ Division St. | 502 | 107 | 78 |
| H-Bridge (Railroad Av./ Division St.) | 687 | 509 | 187 |
| Cortlandt St./ Main St./ Depot Pl. | 890 | 562 | 246 |
| Franklin St./ Depot Pl./ White St. | 720 | 408 | 266 |
| Broadway/ Willey St. | 1004 | 22 | 20 |
| Broadway/ Central Ave. | 1019 | 22 | 30 |
| Broadway/ Main St. | 1525 | 108 | 60 |
| Broadway/ Franklin St. | 1984 | 452 | 151 |

Scenario 3 - Saturday Midday Peak Hour

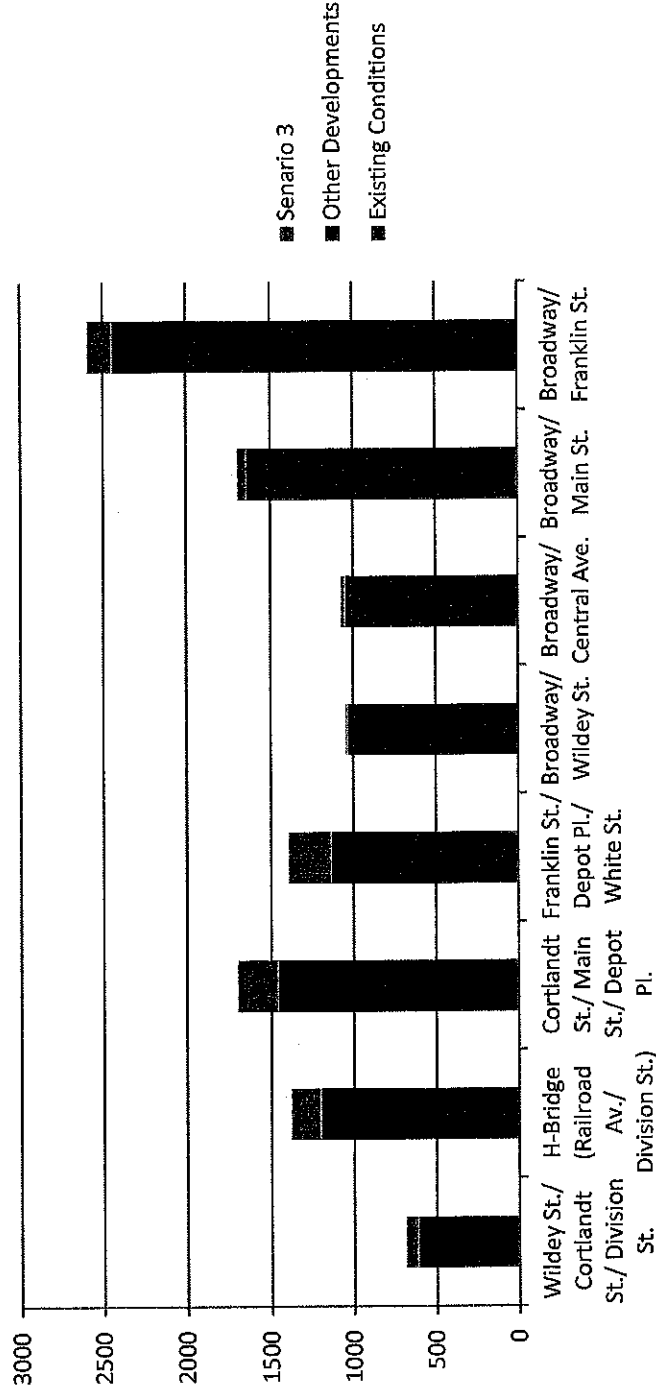


Figure 8-3C
Future Peak-Hour
Traffic Volumes
Scenario 3 - SAT

LOCAL LAW _____ - 2018

A Local Law to amend the Tarrytown Village Code Chapter 297, entitled "Water" to amend the sections regarding water meters and water rents, to update the section on remote-readable water meters, to add a new section on tampering or vandalism, and to add provisions in Article II regarding Water Conservation so that water restrictions can be imposed during water supply emergencies, based on planned shut-downs by the NYC DEP.

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

Section 2. Chapter 297, Article II. Water Conservation, Sections 18 through 21 are amended to read as follows:

Article II. Water Conservation

§ 297-18. Legislative intent.

The intent of this article is to restrict the wasteful, inefficient or nonessential use of water during periods of drought, **or during periods of restricted water consumption due to maintenance, construction or repair, as determined either by the Village of Tarrytown as the Water System Owner and Operator, or by the New York City Department of Environmental Protection (NYC DEP) as the Village's water supplier** to establish penalties for violations and to provide for enforcement of water conservation measures in the Village of Tarrytown for the protection of the health, safety and welfare of the people of the village. **This section is being expanded to include water restrictions, based on reduced water availability, due to possible shut-downs due to system maintenance or repair, and due to shut-down plans by the NYC DEP on short-term and long-term bases to perform mandatory maintenance on the water supply infrastructure.**

§ 297-19. Restrictions on water consumption.

9

A. The Board of Trustees may, by resolution, establish a Phase I, Phase II or Phase III drought emergency or other water restriction emergency due to limited water supply in the Village of Tarrytown. The drought emergency or water restriction emergency and the restrictions shall remain in effect until the Board of Trustees rescinds, by resolution, the Phase I, Phase II or Phase III drought or water restriction emergency. Phase I, Phase II or Phase III drought or water restriction emergency are based on parameters established by the NYC DEP.

B. Phase I, drought emergency or water restriction emergency. The following restrictions shall apply 24 hours after such a Phase I drought emergency resolution is passed by the Board of Trustees:

- (1) Use of fire hydrants for any purpose other than fire protection is prohibited.
- (2) Serving water to patrons in restaurants or eating establishments is prohibited unless specifically requested by the customer.
- (3) All industrial and commercial businesses must formulate and implement water conservation plans to reduce water consumption by 15%. The plans shall be available at all times during normal business hours for inspection, upon request, by authorized village agents.
- (4) Ornamental or display use of water, whether or not such water is recycled, is prohibited.
- (5) Use of hoses for street, driveway, sidewalk and/or vehicle washing is prohibited. "Vehicles" shall include but not be limited to automobiles, trucks and boats. Vehicles may be washed with a bucket.
- (6) Watering of lawns and gardens is restricted to the hours of 7:00 a.m. to 9:00 a.m. and 7:00 p.m. to 9:00 p.m. Odd/even distribution will be used: odd days for odd-numbered addresses; even days for even-numbered addresses, no address number on odd days.
- (7) There will be no restrictions on hand-held containers to water vegetables and fruits for human consumption. Nurseries and other commercial plant users or sellers have no restrictions on water used, provided that they submit water conservation plans for a fifteen-percent reduction.
- (8) Use of water to clean building exteriors is prohibited.
- (9) Leaks in house water connections shall be repaired within 48 hours.
- (10) Water meters must be installed on all water-cooled air-conditioning units.
- (11) Swimming pools shall not be filled more than once per year; make up water as necessary. All swimming pools must be equipped with a recirculating filter.

C. Phase II, severe drought or severe water restriction emergency. The following restrictions shall apply 24 hours after such a Phase II drought emergency resolution is passed by the Board of Trustees:

- (1) No private swimming pools shall be filled or spillage replenished.
- (2) Municipal or public-type pools fall under Phase I restrictions.
- (3) Lawns and gardens shall not be watered, except that water may be used to irrigate, from hand-held containers only, vegetables or fruits grown for human consumption.
- (4) All industrial and commercial businesses must formulate and implement water conservation plans to reduce water consumption by 20%. The plans shall be available at all times during normal business hours for inspection, upon request, by authorized village agents.

D. Phase III, extreme drought or extreme water restriction emergency. The following restrictions shall apply 24 hours after such a Phase III drought emergency resolution is passed by the Board of Trustees:

- (1) Water restrictors shall be installed in all shower heads.
- (2) Water-cooled air conditioners shall be shut off for a two-hour period, either from 8:00 a.m. to 10:00 a.m. or 4:00 p.m. to 6:00 p.m. This should be posted in lobby areas. The average room temperature shall not fall below 78° F.
- (3) All industrial and commercial businesses must formulate and implement water conservation plans to reduce water consumption by 25%. The plans shall be available at all times during normal business hours for inspection, upon request, by authorized village agents.

§ 297-20. Penalties for offenses.

A. Any violation of any restrictions in this article shall be an offense punishable by a fine not to exceed ~~\$25~~ ~~\$50~~ for the first offense, not to exceed ~~\$100~~ ~~\$250~~ for the second offense and not to exceed \$500 for the third and every subsequent offense or, alternatively, by a maximum of 15 days' imprisonment for each offense after the second offense.

B. Any person violating any restrictions imposed under § 297-19D hereinabove and who has been convicted of at least two other offenses of this article shall be subject to a fine not to exceed \$1,500.

C. Each day that such a violation continues shall constitute a separate offense for which a fine or imprisonment may be imposed.

Comment [DP1]: Keeping it simple and consistent with our code why not use \$250 per day, per offense. We can issue multiple tickets if needed during the course of 1 day if needed.

§ 297-21. When effective.

This article shall take effect immediately, and its provisions shall be enforced at all times during the existence of a drought, severe drought or extreme drought, or water restriction event, severe water restriction event, or extreme water restriction event in the Village of Tarrytown, as declared by the Board of Trustees.

Section 4. Severability

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

Section 5: Effective Date

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

9

Water Use Restrictions

Summary of Rules of the City of New York Title 15 Chapters 20 and 21

Comment [DPL]:

| | Non Emergency Restrictions (including Normal, Drought Watch and Drought Warning conditions) | Drought Emergency | | |
|--|---|---|-----------------|-----------------|
| | | Stage I | Stage II | Stage III |
| Leaks and Waste | Prohibited | Prohibited, greater fines | Same as Stage I | Same as Stage I |
| Vehicle Washing | Non-commercial: Hose must have a self-closing nozzle. Commercial: At least 75% of water must be recirculated or well water | Prohibited except where required by law or health and safety rules, or if well water is used | Same as Stage I | Same as Stage I |
| Washing Sidewalks, Driveways, Streets | Prohibited November 1 - March 31, and also during other months from 11 am to 7 pm. | Prohibited, except as required by Code or health and safety rules | Prohibited | Prohibited |
| Watering Lawns/Turf | Hoses and sprinklers prohibited November 1 - March 31, and also during other months from 11 am to 7 pm. Automatic sprinklers must have a rain sensor. | Further restricted to 7-9 am and 7-9 pm, even number addresses on even dates, odd number addresses on odd dates. Golf courses may | Prohibited | Prohibited |

| | | | | |
|------------------------------------|--|--|---|---|
| | | water only tees and greens. | | |
| Watering Non-Turf Plants | Hoses and sprinklers prohibited November 1 - March 31, and also during other months from 11am to 7 pm. Automatic sprinklers must have a rain sensor. | Only hand-held watering containers, hoses restricted to less than 5 gpm, or low-pressure/low-flow irrigation can be used | Same as Stage I except use of hand-held containers is limited to recycled water or (if not feasible) to the minimum amount necessary to prevent permanent plant damage. | Same as Stage II except wherever possible use recycled or well water (before using City water) for watering all plant material. |
| Ornamental Fountains | Water must be recirculated | Prohibited | Prohibited | Prohibited |
| Water/Sewer Rates | none | DEP Commissioner may ask the New York City Water Board to consider a "Drought Emergency Contingency Rate Plan" to increase rates to encourage conservation during the Emergency. | | |
| Water Served In Restaurants | Only if requested by patron | same | same | same |
| Swimming Pools | none | Must recirculate, fill 1 time per year, top off minimally as needed | Only pools open to the public may be filled or maintained | same |

9

| | | | | |
|---|--|---|------|--|
| Showerheads | Sale or installation of products using more than 2.5 gpm is prohibited | All showerheads in use must use 2.5 gpm or less | same | same |
| Hydrant Use | Prohibited without DEP permit | same | same | same |
| Non-Recirc. Watercooled AC and Refrigeration | Over 6 tons of refrigeration or 2 tons of AC is prohibited | Over 2 tons of either is prohibited | same | same |
| Water-Cooled AC with Cooling Tower | Properties with steam-source refrigeration must use some condensate for cooling tower make-up. | same | same | Indoor air dry-bulb temperature must be 79 degrees minimum. Health care facilities are exempt. EDP facilities are exempt but must provide proof of maximum temp. tolerated by equipment. |

10

LOCAL LAW _____ - 2018

A Local Law to amend the Tarrytown Village Code Chapter 297, entitled "Water" to amend the sections regarding water meters and water rents, to update the section on remote-readable water meters and to add a new section on tampering or vandalism.

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

Section 2. Chapter 297-6, Entitled "Water Meters" is amended to read as follows:

Chapter 297. Water

§ 297-6. Water meters.

- A. Water meters of a type approved by the Board of Trustees shall be installed by the Village of Tarrytown or its designated representative in all buildings (other than an accessory building) regardless of type, character or use.
- B. ~~Water meters for the purpose of such installation shall be provided and installed by the owner of the premises.~~ **Water meters shall be furnished and installed by the Village and shall remain the property of the Village.**
- C. ~~Meters shall be maintained and kept in repair by the owner, who shall replace worn, obsolete, inefficient or deficient meters.~~ **The annual rental for meters shall be payable at the time that the water bills and water rents are due and shall be made a part of such bill.**
- D. The submetering of water by consumers is prohibited.

Note: Sections 297-6 E. and F. regarding upgrading of water meters are deleted in their entirety, since the upgrading of water meters to remote-read meters took place approximately ten (10) years ago, and are replaced with new sections E. and F. to be enacted to read as follows:

- ~~E. Upgrade of preexisting water meters in nonresidential structures:~~
- ~~(1) Any preexisting meters that do not embody remote meter reading capabilities shall be upgraded so as to comply with the current requirements of the remote meter reading system currently utilized for residential structures in the Village of Tarrytown. Said upgrade must be undertaken within 60 days following the service of notice by certified mail to install said meter with remote meter reading capabilities.~~

~~(2) The cost to install a meter with remote meter reading capabilities in a nonresidential structure shall be borne by the owner of the structure.~~

~~(3) The Village Engineer or his/her designee shall develop a manual which shall provide information regarding the specific types of water meters which shall be required by the Village of Tarrytown.~~

~~(4) If after the sixty-day period noted above the property owner fails to install a meter with remote meter reading capabilities as required herein, the Village will, for a period not to exceed 180 days, continue to manually read the existing meter; however, the property owner will be charged the cost to manually read the meter and this charge will be added to the property's water bill. If the additional charge is not paid within 30 days from the date due on said bill, any outstanding balance will be added to the property's next tax bill.~~

~~(5) In addition to the penalties provided for in Chapter 1, Article II, the service of water to any premises may be discontinued by the water supplier if the upgraded water meters required by this article and regulations adopted pursuant thereto are not installed, tested and maintained; if any defect is found in an upgraded water meter, or if it is found that an upgraded water meter has been removed or bypassed. Discontinued water service resulting from this section will not be restored until such condition or defects are corrected.~~

~~F. Upgrade of water meters.~~

~~(1) All water meters shall be upgraded so as to comply with the current requirements of the remote meter reading system. Property owners must allow access to their property upon ten-day notice by certified mail. If the owner is not available to provide access on the noticed day and time, the owner must provide a date and time within a five-day period after the noticed date when access to the property will be available for the installation.~~

~~(2) If a property owner does not provide access for the installation of said new water meters, the Village will impose a penalty of \$100 for each month or part thereof that the property owner does not provide access. If the owner does not pay the penalties imposed, the amount of the penalties shall be added to the property's next tax bill.~~

~~(3) The service of water may be discontinued if an upgraded water meter required by this article is not installed or if it is found that an upgraded water meter has been removed, tampered with or bypassed. Discontinued water service resulting from this section will not be restored until such condition is corrected.~~

New Sections E. and F.

E. Remote-readable water meters – All water meters shall be able to be read remotely by Water Department personnel from outside of and off of the subject property on which they are located.

F. Vandalism or misuse of water meters – In the event of tampering, negligence, reckless or intentional damage or modification of the water meter by the property owner or his or her agent, causing damage to the water meter or causing the water meter to become faulty or not work properly, it shall be the property owner's responsibility to pay for the cost of repairing or replacing the water meter, plus a fine subject to the provisions of chapter 297-17 of this chapter.

10

§ 297-21. When effective.

This article shall take effect immediately, and its provisions shall be enforced at all times during the existence of a drought, severe drought or extreme drought, or water restriction event, severe water restriction event, or extreme water restriction event as further provided by the City of New York DEP as water supplier, within the Village of Tarrytown, as declared by the Mayor and/or the Board of Trustees.

Section 4. Severability

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

Section 5: Effective Date

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

LOCAL LAW ____ - 2018

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

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

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

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

- ~~(1) There will be construction, reconstruction or alteration of any building or structure that affects the exterior appearance of the building or other structure and is visible from any public street;~~
- ~~(2) The proposed plans include construction, reconstruction or alteration of any deck or uncovered porch that affects the exterior appearance of the building or other structure, is visible from any public street and exceeds 25 square feet, including steps;~~
- ~~(3) The proposed plans include construction, reconstruction or alteration of existing/new windows or security grills that affect the exterior appearance of the building or other structure and are visible from any public street; or~~
- ~~(4) The proposed plans include construction, reconstruction or alteration of any fence or wall exceeding three feet in height or 20 feet in length that is visible from any public street, involving any of the following shall be referred by the Building Inspector to the Architectural Review Board:~~

ARB review is required for applications requiring Planning Board approval, including:

1. **Construction of a new building**
2. **Additions that increase the existing building footprint by 25% or more;**
3. **Fences that are in the front yard or front-yard set back**

4. **Standalone walls**
5. **Applications for signage or awnings;**
6. **Applications for a property within the Restricted Retail RR Zone or commercial properties outside the RR Zone involving:**

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

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

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

4. **B. Exceptions – applications that are excepted from ARB review include**

1. **additions that increase the existing building footprint by less than 25%**
2. **fences that are only in the rear yard or side yard set back**
3. **retaining walls**
4. **steps, and/or sidewalks**

Section C: Supersession of other laws.

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

Section D: Severability

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

Section E: Effective Date

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

Via Electronic Mail

September 5, 2018



Howard Wessells, Superintendent of Public Works
4 Division Street
Tarrytown, NY10591

Re: Proposal for Engineering Services
Phase VII Water Main Replacements,

Dear Howard:

Woodard & Curran is pleased to provide Village of Tarrytown with this proposal to provide Construction Phase Professional Engineering services related to the Martling Avenue and White Plains Road/NYS DOT Rt- 119 of Phase VII of the Village's water distribution improvement program. Below please find our Project Understanding and proposed Scope of Work and Budget.

BACKGROUND AND APPROACH

Due to aging and undersized water distribution infrastructure, the Village of Tarrytown has been undertaking a multi-phase water distribution improvement program. Phase VII of this program includes approximately 4,800 Linear Feet (LF) of water main replacement, including valves, hydrants, and service connections (up to and including the curb stop), as follows:

| <u>Location</u> | <u>Existing Size</u> | <u>Proposed Size</u> | <u>Length</u> |
|--------------------------------|----------------------|----------------------|---------------|
| Paulding Ave and Hudson Place | 4 inch | 8 inch | 1,300 LF |
| Martling Ave | 4 inch | 8 inch | 2,500 LF |
| White Plains Rd/ NYSDOT Rt-119 | 6 inch | 12 inch | 1,000 LF |

Woodard & Curran has prepared this proposal to provide Construction Phase Engineering services for only the Martling Avenue and White Plains Rd/NYS DOT Rt-119 location, as the Paulding Ave and Hudson Place portion has already been constructed. It is the Village's intent to have the work in this area complete by the Summer of 2019.

Woodard & Curran is in a unique position to assist the Village with the construction phase of this project. Having prepared the design plans and obtained Department of Health approval for the installation, we can most expediently address any field conditions with the full context of the design basis and regulatory review comments.

SCOPE OF SERVICES

The Woodard & Curran team will provide design, permitting, bidding and construction phase engineering services in three main phases as requested by the Village:

- Phase 1 – Administrative Services (Bidding and Construction Administration)
- Phase 2 – Field Services, Construction Management



Phase 1 – Administrative Services

Task 1 – Update Design Documents

Woodard & Curran will assist the Village of Tarrytown with updating the design documents for White Plains Rd/ NYSDOT Rt-119 Water Main Improvements. The update will include transfer of service connections from the Village's existing 6-inch diameter water main to the new 12-inch diameter water main on White Plains Road. After the connection are transferred, the existing 6-inch diameter water main will be abandoned.

Task 2 – Bid Phase Services

Woodard & Curran will assist the Village of Tarrytown with the procurement of a contractor to complete the construction of the project. The following work items will be completed under this task:

- Woodard & Curran will administer the bid process electronically, with one (1) hard copy available at Village Hall for inspection (bidders will be responsible for their own reproduction);
- Woodard & Curran will maintain a plan holder's list, answer contractor questions, and issue Addenda as required;
- Facilitate a pre-bid meeting with the Village of Tarrytown and prospective bidders;
- Attend the bid opening, prepare bid tabulation sheets, evaluate bids received and provide the Village with the findings of our evaluation; and
- It is assumed that Village of Tarrytown will issue the bid advertisement.

We have assumed the bid period will be limited to 3 weeks, and we have estimated that up to 40 hours will be required to assist the Village with the bidding and contractor procurement process. If additional effort is necessary due to factors outside of our control, such as in the event of a bid protest, or contractor negotiations, Woodard & Curran will inform Village of Tarrytown of any additional budget authorizations required to assist with those services.

Task 2 – Construction Phase Administration

During the Construction Phase Woodard & Curran will provide construction administration services to assist the Village in project coordination, including:

- Facilitate a pre-construction conference prior to commencement of Work;
- Prepare and issue, with Village coordination and approval, Notice of Intent to Award, Notice of Award, Agreement, and Notice to Proceed;
- Recommend and prepare Change Orders and Work Change Directives as required;
- Review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit;
- Render formal written decisions on all claims of Village and Contractor relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of Contractor's work;
- Review Applications for Payment and the accompanying supporting documentation. Determine the amounts that Woodard & Curran recommends that Contractor be paid;

- Prepare record drawings and permit closeout documents.

Phase 2 – Field Services, Construction Oversight

During the Construction Phase, Woodard & Curran will provide periodic site visits to review site conditions, coordinate with the Village, and supplement the Village's daily site visits. Woodard & Curran will also provide the following construction phase support:

- Facilitate bi-weekly construction meetings;
- Issue necessary clarifications and interpretations of the Contract Documents;
- Provide off-site technical support for construction conflicts and other issues, if they arise;
- Conduct an inspection with the Village to determine if the Project is Substantially Complete and issue Certificate of Substantial Completion to Town and Contractor, when appropriate;
- Supervise the testing of the new mains, including disinfection, bacteriological testing, and pressure testing;
- Conduct a final inspection with the Village to determine if the completed work of Contractor is acceptable and issue Certificate of Substantial Completion to Town and Contractor, when appropriate;

We have assumed the project will have a 4-month active construction duration, with an average of up to 15 hours of on-site and off-site construction phase engineering being required per week, for a total of 240 hours. To prepare the record drawings, we will need to be on site for all utility bedding installation, and final testing, and will require the contractor to submit an as-built of the alignment, prepared by a licensed surveyor.

If this estimated level of effort is insufficient or excessive due to factors outside of our control, such as the contractor's quality of work, progress, unforeseen conditions, or the Village's ability to provide its own daily field checks, necessitate any additional presence on site or other effort above this budgeted amount, we will inform the Village and discuss the need for any additional budget.

BUDGET

The proposed budget for completion of the work described herein is summarized below. The project will be completed on a Lump Sum basis and billed as a percentage of project completion. Budgets presented represent our best estimates for required effort at this time, and as if the project is proceeding in 2018/2019.





The project will be completed for a proposed budget as follows:

| Phase | Woodard & Curran Fee |
|---|----------------------|
| 1 – Administrative Services including design update | \$17,720 |
| 2 – Field Services, Construction Oversight | \$31,010 |
| Project Total | \$48,730 |

A rate table has been provided for services outside of this Scope of Services.

TERMS AND CONDITIONS

The Scope of Services will be completed in accordance with our previously-executed Terms and Conditions dated October 3, 2017.

ASSUMPTIONS AND UNDERSTANDINGS

The following assumptions and understandings apply to the scope of work, and budget described herein, in addition to those assumptions and understandings described above.

1. The Village will pay all fees from outside agencies, including bid advertisement, directly.
2. The Contract Documents will include the Village's standard Procurement and Contracting Requirements with minimal editing for project-specific information (project title, scope of work, dates, etc.).
3. The Scope of Services and Budgets included in this proposal may require modification as project details develop. Modifications or adjustments requested will be provided as an amendment to this agreement.

We greatly appreciate this opportunity to offer our professional services to the Village. If you accept this proposal and wish to proceed with the Scope of Services, please sign in the space indicated below and return a copy for our files. Please feel free to call the undersigned at 914-448-2266 you have any questions regarding this proposal or require any further information.

(Signatures on next page)

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Sincerely,

WOODARD & CURRAN ENGINEERING P.A. P.C.



Anthony C. Catalano, P.E., BCEE
Principal

Steven C. Robbins, P.E., LEED AP
Project Manager

ACC/scr

PN: 214356


SEEN AND AGREED:

Howard Wessells. Date
Superintendent of Public Works

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VILLAGE OF TARRYTOWN INTEROFFICE MEMORANDUM

TO: Richard Slingerland, Village Administrator

FROM: Donato Pennella, P.E., Village Engineer 

DATE: September 28, 2018

RE: Old Croton Aqueduct Crosswalks and Connections Project

On Wednesday, September 26, 2018 at 11:00 am, bids were opened and read aloud for the above-referenced project.

One sole bid was received as tabulated below:

Peter J Landi, Inc.
13 Bradhurst Avenue
Hawthorne, NY 10532

Base Bid: \$374,000.00
Add Alternates: \$157,250.00
Total bid price: \$531,270.00 (includes Base Bid, allowances and add alternates)

Since only one bid was received, it is my recommendation that this bid be rejected and the Board authorize this department to re-bid this project in an effort to solicit additional competitive bids.

If you have any questions, please contact me.

DP:lam

STATE OF NEW YORK

10524

IN ASSEMBLY

May 4, 2018

Introduced by M. of A. ABINANTI -- read once and referred to the Committee on Election Law

AN ACT to amend the election law, in relation to the acceptance of nominations for office or for a party position

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

1 Section 1. Subdivision 1 of section 6-146 of the election law is
2 amended to read as follows:

3 1. A person designated as a candidate for nomination or for party
4 position, or nominated for an office, otherwise than at a primary
5 election, may, in a certificate signed and acknowledged by him or her,
6 and filed as provided in this article, decline the designation or nomi-
7 nation; provided, however, that, if designated or nominated for a public
8 office other than a judicial office by a party of which he or she is not
9 a duly enrolled member, or if designated or nominated for a public
10 office other than a judicial office by more than one party or independ-
11 ent body or by an independent body alone, such person shall, in a
12 certificate signed and acknowledged by him or her, and filed as provided
13 in this article, accept the designation or nomination as a candidate of
14 each such party or independent body other than that of the party of
15 which he or she is an enrolled member, and state that he or she is a
16 citizen of the state of New York; is eligible to be elected to such
17 office or position; and, if elected will at the time of commencement of
18 the term of such office or position, meet the constitutional or statuto-
19 ry qualifications thereof or, with respect to judicial office, will meet
20 such qualifications within thirty days of the commencement of the term
21 of such office, otherwise such designation or nomination shall be null
22 and void.

23 § 2. This act shall take effect immediately.

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

LBD14778-01-8



PRINTED ON RECYCLED PAPER

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SPONSORS MEMO:
NEW YORK STATE ASSEMBLY
MEMORANDUM IN SUPPORT OF LEGISLATION
submitted in accordance with Assembly Rule III, Sec 1(f)

BILL NUMBER: A10524

SPONSOR: ABINANTI M/A

TITLE OF BILL: An act to amend the election law, in relation to the acceptance of nominations for office or for a party position.

PURPOSE OR GENERAL IDEA OF BILL: This bill would amend the election law to require certain candidates for nomination or designation for office or for a party position to certify that they meet constitutional or statutory qualifications.

SUMMARY OF PROVISIONS: Section 1 of the bill amends election law section 6-146, subdivision 1 to require that a person designated or nominated for a public office other than a judicial office by a party of which he or she is not a duly enrolled member; or by more than one party or independent body or by an independent body alone, shall, in a certificate signed and acknowledge by him or her, and filed as provided in this article, accept such designation or nomination and state that he or she is a citizen of the state of New York; is eligible to be elected to such office or position; and, if elected will at the time of commencement of the term of such office or position, meet the constitutional or statutory qualifications for such office or position, or with respect to judicial office, will meet such qualifications within thirty days of the commencement of the term of such office, otherwise such designation or nomination shall be null and void.

JUSTIFICATION: It is critical to the proper functioning of government that a candidate designated or nominated for a public office be able to serve if elected. There has been at least one recent instance where a candidate for public office would not have been old enough under the law to hold the office he sought if elected.

The current certification required to be filed to accept the designation or nomination for public office by a party which such person is not a duly enrolled member; or by more than one party or independent body or by an independent body alone, does not require the candidate to state he or she is qualified to serve if elected. This bill will require such a candidate to certify that he or she will meet the constitutional or statutory qualifications for the office, including residency and age.

This legislation will help to ensure that only those persons qualified to hold public office will be nominated or designated. In addition,

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this bill will help ensure the smooth transition and continued operation of government.

LEGISLATIVE HISTORY: New bill

FISCAL IMPLICATIONS FOR STATE AND LOCAL GOVERNMENTS: None

EFFECTIVE DATE: This act shall take effect immediately.

The Village of Elmsford

Mayor
Robert Williams

Board of Trustees

Edward Rush – Deputy Mayor
Michael A. Eannazzo
Sydney Henry
Raymond Cordi



Village Administrator
Michael C. Mills

Village Treasurer
Barbara Eannazzo

Village Clerk
Fran LeFevre

Village Justice
Richard J. Leone

September 25, 2018

Honorable Thomas Abinanti, NYS Assemblyman
303 South Broadway - Suite 229
Tarrytown, NY 10591

Honorable Assemblyman Abinanti:

I am writing in support of your proposed state legislation regarding an amendment to the election law to ensure that one who is nominated to run for office can officially take office.

As you are aware, this past election cycle in the Village of Ardsley a person appeared on the ballot for the office of Mayor although the person could not have taken office had they won because they would not have met the age requirement to take office. Your proposed legislation will correct the error in the current election law and in doing so will help prevent confusion among the electorate and prevent wasteful spending by candidates as well as costs for the Board of Elections.

The Village Board of Trustees and I fully support your efforts to correct the election law.

Sincerely,

Mayor Robert Williams

C: Village Board of Trustees
file

Sexual Harassment Policy for All Employers in New York State



Combating Sexual Harassment

Introduction

The Village of Tarrytown is committed to maintaining a workplace free from sexual harassment. Sexual harassment is a form of workplace discrimination. All employees are required to work in a manner that prevents sexual harassment in the workplace. This Policy is one component of Tarrytown's commitment to a discrimination-free work environment. Sexual harassment is against the law¹ and all employees have a legal right to a workplace free from sexual harassment and employees are urged to report sexual harassment by filing a complaint internally with the Village of Tarrytown. Employees can also file a complaint with a government agency or in court under federal, state or local antidiscrimination laws.

Policy:

1. Tarrytown's policy applies to all employees, applicants for employment, interns, whether paid or unpaid, contractors and persons conducting business, regardless of immigration status, with the Village of Tarrytown. In the remainder of this document, the term "employees" refers to this collective group.
2. Sexual harassment will not be tolerated. Any employee or individual covered by this policy who engages in sexual harassment or retaliation will be subject to remedial and/or disciplinary action (e.g., counseling, suspension, termination).
3. Retaliation Prohibition: No person covered by this Policy shall be subject to adverse action because the employee reports an incident of sexual harassment, provides information, or otherwise assists in any investigation of a sexual harassment complaint. The Village of Tarrytown will not tolerate such retaliation against anyone who, in good faith, reports or provides information about suspected sexual harassment. Any employee of the Village of Tarrytown who retaliates against anyone involved in a sexual harassment investigation will be subjected to disciplinary action, up to and including termination. All employees, paid or unpaid interns, volunteers, or non-employees² working in the workplace who believe they have been subject to such retaliation should inform a supervisor, manager, or the Village Administrator, Village Treasurer or Village Clerk. All employees, paid or unpaid interns, volunteers or non-employees who believe they have been a target of such retaliation may also seek relief in other available forums, as explained below in the section on Legal Protections.

¹ While this policy specifically addresses sexual harassment, harassment because of and discrimination against persons of all protected classes is prohibited. In New York State, such classes include age, race, creed, color, national origin, sexual orientation, military status, sex, disability, marital status, domestic violence victim status, gender identity and criminal history.

² A non-employee is someone who is (or is employed by) a contractor, subcontractor, vendor, consultant, or anyone providing services in the workplace. Protected non-employees include persons commonly referred to as independent contractors, "gig" workers and temporary workers. Also included are persons providing equipment repair, cleaning services or any other services provided pursuant to a contract with the employer.

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4. Sexual harassment is offensive, is a violation of our policies, is unlawful, and may subject the Village of Tarrytown to liability for harm to targets of sexual harassment. Harassers may also be individually subject to liability. Employees and volunteers of every level who engage in sexual harassment, including managers and supervisors who engage in sexual harassment or who allow such behavior to continue, will be penalized for such misconduct.
 5. The Village of Tarrytown will conduct a prompt and thorough investigation that ensures due process for all parties, whenever management receives a complaint about sexual harassment, or otherwise knows of possible sexual harassment occurring. the Village of Tarrytown will keep the investigation confidential to the extent possible. Effective corrective action will be taken whenever sexual harassment is found to have occurred. All employees and volunteers, including managers and supervisors, are required to cooperate with any internal investigation of sexual harassment.
 6. All employees or volunteers are encouraged to report any harassment or behaviors that violate this policy. the Village of Tarrytown will provide all employees and volunteers with a complaint form for employees or volunteers to report harassment and file complaints.
 7. Managers and supervisors are **required** to report any complaint that they receive, or any harassment that they observe or become aware of, to the Village Administrator.
 8. This policy applies to all employees, paid or unpaid interns, volunteers and non-employees and all must follow and uphold this policy. This policy must be provided to all employees and volunteers and should be posted prominently in all work locations to the extent practicable (for example, in a main office, not an offsite work location) and be provided to employees and volunteers upon hiring or being appointed.

What Is "Sexual Harassment"?

Sexual harassment is a form of sex discrimination and is unlawful under federal, state, and (where applicable) local law. Sexual harassment includes harassment on the basis of sex, sexual orientation, self-identified or perceived sex, gender expression, gender identity and the status of being transgender.

Sexual harassment includes unwelcome conduct which is either of a sexual nature, or which is directed at an individual because of that individual's sex when:

- Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive work environment, even if the reporting individual is not the intended target of the sexual harassment;
- Such conduct is made either explicitly or implicitly a term or condition of employment; or
- Submission to or rejection of such conduct is used as the basis for employment decisions affecting an individual's employment or a volunteer's membership and service.

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A sexually harassing hostile work environment includes, but is not limited to, words, signs, jokes, pranks, intimidation or physical violence which are of a sexual nature, or which are directed at an individual because of that individual's sex. Sexual harassment also consists of any unwanted verbal or physical advances, sexually explicit derogatory statements or sexually discriminatory remarks made by someone which are offensive or objectionable to the recipient, which cause the recipient discomfort or humiliation, which interfere with the recipient's job performance.

Sexual harassment also occurs when a person in authority tries to trade job benefits for sexual favors. This can include hiring, promotion, continued employment or any other terms, conditions or privileges of employment. This is also called "quid pro quo" harassment.

Any employee or volunteer who feels harassed should report so that any violation of this policy can be corrected promptly. Any harassing conduct, even a single incident, can be addressed under this policy.

Examples of sexual harassment

The following describes some of the types of acts that may be unlawful sexual harassment and that are strictly prohibited:

- Physical acts of a sexual nature, such as:
 - Touching, pinching, patting, kissing, hugging, grabbing, brushing against another employee's body or poking another employee's body;
 - Rape, sexual battery, molestation or attempts to commit these assaults.
- Unwanted sexual advances or propositions, such as:
 - Requests for sexual favors accompanied by implied or overt threats concerning the target's job performance evaluation, a promotion or other job benefits or detriments;
 - Subtle or obvious pressure for unwelcome sexual activities.
- Sexually oriented gestures, noises, remarks or jokes, or comments about a person's sexuality or sexual experience, which create a hostile work environment.
- Sex stereotyping occurs when conduct or personality traits are considered inappropriate simply because they may not conform to other people's ideas or perceptions about how individuals of a particular sex should act or look.
- Sexual or discriminatory displays or publications anywhere in the workplace, such as:
 - Displaying pictures, posters, calendars, graffiti, objects, promotional material, reading materials or other materials that are sexually demeaning or pornographic. This includes such sexual displays on workplace computers or cell phones and sharing such displays while in the workplace.
- Hostile actions taken against an individual because of that individual's sex, sexual orientation, gender identity and the status of being transgender, such as:
 - Interfering with, destroying or damaging a person's workstation, tools or equipment, or otherwise interfering with the individual's ability to perform the job;

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- Sabotaging an individual's work;
 - Bullying, yelling, name-calling.

Who can be a target of sexual harassment?

Sexual harassment can occur between any individuals, regardless of their sex or gender. New York Law protects employees, paid or unpaid interns, volunteers and non-employees, including independent contractors, and those employed by companies contracting to provide services in the workplace. Harassers can be a superior, a subordinate, a coworker or anyone in the workplace including an independent contractor, contract worker, vendor, client, customer, volunteer or visitor.

Where can sexual harassment occur?

Unlawful sexual harassment is not limited to the physical workplace itself. It can occur while employees or volunteers are traveling for business or at employer sponsored events or parties. Calls, texts, emails, and social media usage by employees or volunteers can constitute unlawful workplace harassment, even if they occur away from the workplace premises, on personal devices or during non-work hours.

Retaliation

Unlawful retaliation can be any action that could discourage a worker from coming forward to make or support a sexual harassment claim. Adverse action need not be job-related or occur in the workplace to constitute unlawful retaliation (e.g., threats of physical violence outside of work hours).

Such retaliation is unlawful under federal, state, and (where applicable) local law. The New York State Human Rights Law protects any individual who has engaged in "protected activity." Protected activity occurs when a person has:

- made a complaint of sexual harassment, either internally or with any anti-discrimination agency;
- testified or assisted in a proceeding involving sexual harassment under the Human Rights Law or other anti-discrimination law;
- opposed sexual harassment by making a verbal or informal complaint to management, or by simply informing a supervisor or manager of harassment;
- reported that another employee has been sexually harassed; or
- encouraged a fellow employee to report harassment.

Even if the alleged harassment does not turn out to rise to the level of a violation of law, the individual is protected from retaliation if the person had a good faith belief that the practices were unlawful. However, the retaliation provision is not intended to protect persons making intentionally false charges of harassment.

Reporting Sexual Harassment

Preventing sexual harassment is everyone's responsibility. the Village of Tarrytown cannot prevent or remedy sexual harassment unless it knows about it. Any employee, paid or unpaid intern or non-employee who has been subjected to behavior that may constitute sexual harassment is encouraged to report such behavior to a supervisor, manager or the Village Administrator, Village Treasurer or Village Clerk. Anyone who witnesses or becomes aware of potential instances of sexual harassment should report such behavior to a supervisor, manager or the Village Administrator, Village Treasurer or Village Clerk.

Reports of sexual harassment may be made verbally or in writing. A form for submission of a written complaint is attached to this Policy, and all employees and volunteers are encouraged to use this complaint form. Employees and volunteers who are reporting sexual harassment on behalf of other employees and volunteers should use the complaint form and note that it is on another employee's or volunteer's behalf.

Employees, paid or unpaid interns, volunteers or non-employees who believe they have been a target of sexual harassment may also seek assistance in other available forums, as explained below in the section on Legal Protections.

Supervisory Responsibilities

All supervisors and managers who receive a complaint or information about suspected sexual harassment, observe what may be sexually harassing behavior or for any reason suspect that sexual harassment is occurring, **are required** to report such suspected sexual harassment to the Village Administrator, Village Treasurer or Village Clerk.

In addition to being subject to discipline if they engaged in sexually harassing conduct themselves, supervisors and managers will be subject to discipline for failing to report suspected sexual harassment or otherwise knowingly allowing sexual harassment to continue.

Supervisors and managers will also be subject to discipline for engaging in any retaliation.

Complaint and Investigation of Sexual Harassment

All complaints or information about sexual harassment will be investigated, whether that information was reported in verbal or written form. Investigations will be conducted in a timely manner, and will be confidential to the extent possible.

An investigation of any complaint, information or knowledge of suspected sexual harassment will be prompt and thorough, commenced immediately and completed as soon as possible. The investigation will be kept confidential to the extent possible. All persons involved, including complainants,

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witnesses and alleged harassers will be accorded due process, as outlined below, to protect their rights to a fair and impartial investigation.

Any employee may be required to cooperate as needed in an investigation of suspected sexual harassment. the Village of Tarrytown will not tolerate retaliation against employees who file complaints, support another's complaint or participate in an investigation regarding a violation of this policy.

While the process may vary from case to case, investigations should be done in accordance with the following steps:

- Upon receipt of complaint, the Department Head, the Village Administrator, Village Treasurer or Village Clerk will conduct an immediate review of the allegations, and take any interim actions (e.g., instructing the respondent to refrain from communications with the complainant), as appropriate. If complaint is verbal, encourage the individual to complete the "Complaint Form" in writing. If he or she refuses, prepare a Complaint Form based on the verbal reporting.
- If documents, emails or phone records are relevant to the investigation, take steps to obtain and preserve them.
- Request and review all relevant documents, including all electronic communications.
- Interview all parties involved, including any relevant witnesses;
- Create a written documentation of the investigation (such as a letter, memo or email), which contains the following:
 - A list of all documents reviewed, along with a detailed summary of relevant documents;
 - A list of names of those interviewed, along with a detailed summary of their statements;
 - A timeline of events;
 - A summary of prior relevant incidents, reported or unreported; and
 - The basis for the decision and final resolution of the complaint, together with any corrective action(s).
- Keep the written documentation and associated documents in a secure and confidential location.
- Promptly notify the individual who reported and the individual(s) about whom the complaint was made of the final determination and implement any corrective actions identified in the written document.
- Inform the individual who reported of the right to file a complaint or charge externally as outlined in the next section.

Legal Protections And External Remedies

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Sexual harassment is not only prohibited by the Village of Tarrytown but is also prohibited by state, federal, and, where applicable, local law.

Aside from the internal process at the Village of Tarrytown, employees or volunteers may also choose to pursue legal remedies with the following governmental entities. While a private attorney is not required to file a complaint with a governmental agency, you may seek the legal advice of an attorney.

In addition to those outlined below, employees or volunteers in certain industries may have additional legal protections.

State Human Rights Law (HRL)

The Human Rights Law (HRL), codified as N.Y. Executive Law, art. 15, § 290 et seq., applies to all employers in New York State with regard to sexual harassment, and protects employees, paid or unpaid interns, volunteers and non-employees, regardless of immigration status. A complaint alleging violation of the Human Rights Law may be filed either with the Division of Human Rights (DHR) or in New York State Supreme Court.

Complaints with DHR may be filed any time **within one year** of the harassment. If an individual did not file at DHR, they can sue directly in state court under the HRL, **within three years** of the alleged sexual harassment. An individual may not file with DHR if they have already filed a HRL complaint in state court.

Complaining internally to the Village of Tarrytown does not extend your time to file with DHR or in court. The one year or three years is counted from date of the most recent incident of harassment.

You do not need an attorney to file a complaint with DHR, and there is no cost to file with DHR.

DHR will investigate your complaint and determine whether there is probable cause to believe that sexual harassment has occurred. Probable cause cases are forwarded to a public hearing before an administrative law judge. If sexual harassment is found after a hearing, DHR has the power to award relief, which varies but may include requiring your employer to take action to stop the harassment, or redress the damage caused, including paying of monetary damages, attorney's fees and civil fines.

DHR's main office contact information is: NYS Division of Human Rights, One Fordham Plaza, Fourth Floor, Bronx, New York 10458. You may call (718) 741-8400 or visit: www.dhr.ny.gov.

Contact DHR at (888) 392-3644 or visit dhr.ny.gov/complaint for more information about filing a complaint. The website has a complaint form that can be downloaded, filled out, notarized and mailed to DHR. The website also contains contact information for DHR's regional offices across New York State.

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Civil Rights Act of 1964

The United States Equal Employment Opportunity Commission (EEOC) enforces federal anti-discrimination laws, including Title VII of the 1964 federal Civil Rights Act (codified as 42 U.S.C. § 2000e et seq.). An individual can file a complaint with the EEOC anytime within 300 days from the harassment. There is no cost to file a complaint with the EEOC. The EEOC will investigate the complaint, and determine whether there is reasonable cause to believe that discrimination has occurred, at which point the EEOC will issue a Right to Sue letter permitting the individual to file a complaint in federal court.

The EEOC does not hold hearings or award relief, but may take other action including pursuing cases in federal court on behalf of complaining parties. Federal courts may award remedies if discrimination is found to have occurred. In general, private employers must have at least 15 employees to come within the jurisdiction of the EEOC.

An employee alleging discrimination at work can file a "Charge of Discrimination." The EEOC has district, area, and field offices where complaints can be filed. Contact the EEOC by calling 1-800-669-4000 (TTY: 1-800-669-6820), visiting their website at www.eeoc.gov or via email at info@eeoc.gov.

If an individual filed an administrative complaint with DHR, DHR will file the complaint with the EEOC to preserve the right to proceed in federal court.

Local Protections

Many localities enforce laws protecting individuals from sexual harassment and discrimination. An individual should contact the county, city or town in which they live to find out if such a law exists. For example, employees who work in New York City may file complaints of sexual harassment with the New York City Commission on Human Rights. Contact their main office at Law Enforcement Bureau of the NYC Commission on Human Rights, 40 Rector Street, 10th Floor, New York, New York; call 311 or (212) 306-7450; or visit www.nyc.gov/html/cchr/html/home/home.shtml.

Contact the Local Police Department

If the harassment involves unwanted physical touching, coerced physical confinement or coerced sex acts, the conduct may constitute a crime. Contact the local police department.

Resolution to support the Town of Greenburgh's and other Villages' request to the Westchester County Human Right's Commission to create a Task Force on Hate Groups and Hate-Related Incidents.

WHEREAS, recently in the Village of Ardsley a swastika was painted on a traffic sign, and upon discovery was immediately removed by the Village, and the Town of Greenburgh Human Rights Committee and the Village of Tarrytown are very concerned about the long-term response to this; and

WHEREAS, the Village of Tarrytown shares in the concerns about hate crimes and hate-related incidents raised by the Town of Greenburgh and the Village of Ardsley and would like to see a more coordinated regional response to hate-related actions and incidents.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Trustees of the Village of Tarrytown hereby joins with the Town of Greenburgh and our neighboring Villages to call on the County of Westchester to create a Task Force and coordinate responses on Hate Groups and Hate-Related Incidents.



TARRYTOWN FIRE DEPARTMENT

P. O. Box 158
Tarrytown, New York 10591

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OCT 01 2018

TARRYTOWN VILLAGE CLERK

October 1, 2018

Mayor Fixell, and Board of Trustees,

At the September Board of Fire Wardens meeting, A motion was made to request permission to hold another Fire Department Dress Parade in 2019 since this year's parade was rained out. This motion was approved with Trustee Doug Zollo in attendance.

The date will be Saturday August 10, 2019 with line up at 3:00 pm and step off at 4:00 pm. We would like to line up on the following streets, Leroy Avenue, Independence Street and Park Avenue and march down to Losee Park for refreshments.

I would like to thank you in advance, for your support. If you have any questions or concerns I can be reached at 914-815-2566 (cell) or email sweaver@tarrytownfd.org

Respectfully,

Scott Weaver
Deputy Chief
Parade Chair

cc: Richard Slingerland, Village Administrator

**TARRYTOWN FIRE DEPARTMENT
PARADE COMMITTEE**

