

**VILLAGE OF TARRYTOWN  
BOARD OF TRUSTEES  
WORK SESSION 6:00 P.M.  
WEDNESDAY, OCTOBER 14, 2015  
Tarrytown Village Hall  
One Depot Plaza, Tarrytown, New York**

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Board of Trustees Concerns

Open Session

1. H-Bridge – Proposal for Professional Services
2. Handicapped Parking Space – Benedict Avenue
3. Stop Sign Request – Glen Street/Miller Avenue
4. Main Street Firehouse Boiler Replacement
5. Waiver Request – Moratorium
6. Agreement with NYCDEP – Water Demand Management
7. Handicapped Parking Space – Kaldenberg Place
8. New York State Border Enterprise Zone
9. Parking – Fire Chief's Vehicle
10. Curb Cut – Baylis Court
11. Set Public Hearing - CDBG

Executive Session

- 1A. Affordable Housing – 21 Wildey Street

September 23, 2015

Tarrytown Village Hall  
1 Depot Plaza  
Tarrytown, NY

Attn.: Mr. Michael J. McGarvey, P.E.  
E-Mail: [MMcGarvey@tarrytowngov.com](mailto:MMcGarvey@tarrytowngov.com)

RE: H-Bridge Condition Report at  
Over Metro-North Railroad  
Tarrytown, NY 10523

Gentlemen:

We propose to provide you Professional Services at the above referenced address, as outlined in the Summary of Services below.

#### DESCRIPTION OF PROJECT

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We understand the work is for the complete physical assessment of the four H-Bridge approach ramps and the preparation of the Conditions Report detailing the findings. The portion of the bridge over the Metro North Railroad (MNR) tracks is not included. The H-Bridge is constructed of the composite structural steel framing with a concrete roadway slab. The bridge consists of four two-way traffic approaches to a single two-way bridge over the MNR tracks.

#### SUMMARY OF SERVICES

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Our services are as follows:

- Review of the DOT received reports;
- Visually inspect the structure as well as mechanically sound the topside and underside of the elevated concrete deck to determine areas of deteriorated areas;
- Visually inspect the concrete slab-on-grade at the ramp approaches to determine deteriorated areas;
- Visually inspect the steel beams, girders and columns and select ultrasonic testing of the deteriorated steel to determine the cross section. Scaffolding by others will be required for our inspection;
- Assessment of the expansion joint to include evaluation of the existing conditions of the expansion joint system, the surrounding concrete and steel framing;
- Visually inspect the granite curb along the ramps;
- Coordinate probes by the Contractor of select column bases to evaluate the state of the concrete pedestals and encased steel, if required;
- Review existing drainage system and specify required repairs or alterations;
- Boom Truck, ladders and other access related equipment will be provided by EDG;
- Provide photographic survey of typical areas of deterioration if any;
- Prepare plans showing areas of deterioration from our surveys;
- Prepare a comprehensive report of our findings regarding the state of the bridge, the necessary repairs and the probable cost of said repairs.

## FEES

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SERVICES	BASE FEES
Investigation (Due on Signing)	\$7,000
Completion of Report	\$7,000
Additional Cost - Bucket Truck Rental, Operator & Flagman	\$8,000
<b>Total Fee</b>	<b>\$22,000</b>

These estimates are based on our initial meeting and anticipation of the time required to be incurred. We are to be paid a retainer of \$7,000 which will serve as our agreement. Said retainer will be credited against the fee earned pursuant to the Summary of Services performed. Should the fee for the last billing be less than the retainer, the balance will be returned to you at that time.

Our goal is to keep costs at a minimum. In the event circumstances arise that may increase our estimate, we will discuss them with you immediately.

## EXCLUSIONS — ADDITIONAL SERVICES

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The following items are not included in our Summary of Services and will be additional services, billable per mutually arranged agreement with the Owner or if no agreement is requested, on an hourly bases per our standard hourly rates set forth below:

- Significant changes to the "Description of Project" above;
- Delays of more than eight (8) months in the start of the survey from acceptance of final proposal documents will be an additional service for coordination time involved during the delay.
- We are of the understanding that there is no involvement or easement by the Department of Transportation (DOT);
- Railroad protective liability insurance;
- Track flagmen to be provided by others;
- Maintenance and protection of traffic;
- No delays due to outside forces or agencies (i.e. no flagmen, etc.).

In addition to the above Professional Fees, we are to be reimbursed any expediting, filing fees, express mail or messenger, or other non-payroll expenses when paid by us. Fees are estimated as follows:

24x36 Plan Printing - \$2.50 per page  
Express Mail - \$20 2nd Day/\$25 Standard/\$35 Priority  
Other Reimbursable 20% markup

Additional Services, outside of the Summary of Services above, when performed at your direction, shall be billed at an hourly basis, according to current standard hourly rates.

Our current standard hourly rates are:

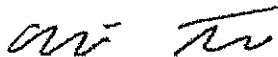
	<u>I / II</u>
Principal	\$275/\$300
Associate Principal.	\$225/\$250
Project Eng./Manager	\$200/\$225
Arch/Eng.	\$175/\$200
Designer	\$135/\$150
Technical Consultant	\$75/\$100

EDG provides outstanding services in:

- Architecture and Structural Engineering
- Planning, Code Consulting and Project Management
- Plaza, Façade and Garage Restoration

Thank you for the opportunity of submitting this proposal. If acceptable, please sign and return to our office. Please note, we cannot proceed with the project until we have received the retainer. Feel free to contact our office with any questions you might have.

Very truly yours,



Anthony Stasio, P.E.

EDG

ENG – 150909

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Accepted

Date

## STANDARD TERMS AND CONDITIONS

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**CONTRACT** - It is understood and agreed that the Contract consists of the dated Agreement executed by the Client and Gage Meyer Engineers, P.C. dba Experion Design Group (EDG) and these Standard Terms and Conditions.

**DOCUMENTS** - All documents, including electronic files, produced by EDG under this agreement, shall remain property of the Firm and shall not be used for any other endeavor without EDG's written consent.

**CONSTRUCTION SERVICES** - When construction observation services are included in the Contract, EDG will provide personnel to observe whether construction is in general accordance with the construction contract. EDG is not a guarantor or insurer of the contractor's work; the contractor is solely responsible for the accuracy and adequacy of construction and for all other activities performed by the contractor, including the methods of construction; supervision of personnel and construction; control of machinery; falsework, scaffolding, and other temporary construction aids; safety in, on and about the job site; and compliance with OSHA and all other applicable regulations. EDG's monitoring of the contractor's performance will not include review or observation of the adequacy of the contractor's safety measures or of safety conditions on the project site.

**STANDARD OF CARE** - EDG will exercise that degree of care and skill ordinarily practiced under similar circumstances by engineers and architects providing similar services. Client agrees that services provided by EDG will be rendered without any warranty, expressed or implied.

**LIABILITY** - EDG carries general liability insurance of \$1,000,000 and professional liability insurance of \$1,000,000. EDG will furnish appropriate insurance certificates upon request. Client agrees that in any claim by the Client against EDG including, but not limited to, claims for negligence, professional malpractice, breach of contract, regarding direct, or indirect damage to the Client or any consequential damages sustained by the Client, as well as any claim for contribution or indemnification that the Client is seeking against the EDG, shall be limited to the then existing insurance policy proceeds available to cover said claim.

**LOST PROFITS/CONSEQUENTIAL DAMAGES** - Notwithstanding any other provision of the agreement, neither party shall be liable to the other for any consequential damages incurred due to the fault of the other party, regardless of the nature of this fault or whether it was committed by the client or the design professional, their employees, agents, subconsultants or subcontractors. Consequential damages include, but are not limited to, loss of use and loss of profit.

**CURRENT STANDARD HOURLY RATES** - EDG reserves the right to reevaluate its current standard hourly rate schedule for hourly projects or additional services during the first month of each calendar year. Hourly time is billable in 15 minute increments. Site Visits and Site Observations are charged a minimum of two hours and include travel time to and from our office.

**PAYMENT TERMS** - The Client agrees to pay EDG in accordance with the following payment terms: Invoices will be submitted approximately monthly unless otherwise provided for in the Contract. Invoices will be payable within thirty days after receipt of the invoice. If owner fails to make payments for any amounts within 45 days from when payment is due, consultant may suspend performance of services upon five (5) business days' written notice to owner. The consultant shall have no liability whatsoever to owner for any costs or damages as a result of such suspension or withdrawal of Department of Building application caused by nonpayment of such undisputed amounts due from owner. No deductions shall be made from the consultant's compensation on account of penalty, liquidated damages, pending or potential claims against the A/E, or other sums withheld from payments to contractors, or on account of the cost of changes in the work other than those for which the architect has been adjudged to be liable by a court of competent jurisdiction. If payment is not received within 45 days, Experion Design Group will consider non-payment just cause to terminate service.

**SUSPENSION OF WORK** - The Client may, at any time, by written notice, suspend further service by EDG. The Client shall remain liable for, and shall promptly pay EDG, for all services, rendered to the date of suspension of services, plus previously authorized reimbursable expenses

**MEDIATION** - Within forty-five (45) days after the Claimant has mailed the notice of Claim to the Respondent as provided herein, the Claimant and Respondent shall confer and shall appoint by mutual agreement, a mediator. In the event that, for any reason whatsoever the Claimant and Respondent cannot select a mutually acceptable mediator, a mediator may be appointed by any court of competent jurisdiction upon application of either party. Within a reasonable period after appointment of the mediator, but in no event longer than one hundred eighty (180) days thereafter, the alleged claim shall be submitted to mediation which shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this agreement. During the mediation, the parties shall, at all times, act in good faith and utilize their best efforts to resolve the dispute that is the subject of mediation. In the event the dispute is not resolved by mediation as provided herein, and conditioned upon full and good faith compliance with each of the provisions and procedures specified herein, then and only then the Claimant may file a legal action in the same manner and subject to the same conditions, requirements and limitations as if mediation had not occurred. Each party shall bear its own attorneys' fees, costs and other expenses in any mediation, arbitration or litigation, except that in mediation, each party shall be responsible and pay for one-half of the cost and expenses of the mediator. Notwithstanding the above, should Owner bring a claim against EDG in any dispute resolution process other than mediation and EDG is the prevail party on the Owner's claim, Owner shall pay to EDG all costs incurred by EDG including but not limited to attorney's fees, expert fees, and court and arbitration costs.

**PRECEDENCE** - These Standard Conditions shall take precedence over any inconsistency or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document. Governing Law: The validity and interpretation of this Contract shall be governed by the laws of the State of New York.

## Kathy Deufemia

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**From:** Mike Blau  
**Sent:** Friday, September 25, 2015 10:04 AM  
**To:** Kathy Deufemia  
**Subject:** FW: Handicapped Parking Space Request- #34 Benedict Avenue  
**Attachments:** Handicapped Space-34 Benedict Ave.pdf

Work Session

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**From:** Scott Brown  
**Sent:** Friday, September 25, 2015 9:44 AM  
**To:** Mike Blau  
**Subject:** Handicapped Parking Space Request- #34 Benedict Avenue

Attached please find a request from an elderly resident of #34 Benedict Avenue for a handicapped parking space in front of her residence. I have included the necessary legislation should the Board of Trustees concur.

September 22, 2015

Scott Brown  
Chief of Police  
Village of Tarrytown  
One Depot Plaza  
Tarrytown, NY 10591

My name is Elsie Cancro. I'm 97 years old and reside at 34 Benedict Ave Tarrytown. I am requesting a designated handicapped parking spot in front of my home due to my limited physical ability.

Thank you for your consideration.

Yours truly,

A handwritten signature in cursive script that reads "Elsie Cancro".

Elsie Cancro

State  
of



New  
York

MV-664 (7/12)

3744457

NOT TRANSFERABLE



Permit expires last day of month & year punched.

Dec. 2017

Issuing Locality and Phone No.:

Tarrytown, NY

REMOVE FROM REARVIEW  
MIRROR WHEN DRIVING

JAN  
FEB  
MAR  
APR  
MAY  
JUN  
JUL  
AUG  
SEP  
OCT  
NOV  
● DEC

2013  
2014  
2015  
2016  
● 2017  
2018  
2019



TARRYTOWN POLICE DEPARTMENT  
OFFICE MEMORANDUM

DATE: September 24, 2015

TO: Chief Brown

FROM: William G. Herguth, Lt. *WGH*

SUBJECT: Handicapped parking space-i/f/o 34 Benedict Avenue

Per your request the following wording may be used for legislation to amend the Village Code to create a parking space reserved for handicapped persons in front of 35 Benedict Avenue.

New material is set forth in capital letters.

No material is to be deleted.

Section 291-92. Schedule XXVII: Handicapped Parking Spaces.

In accordance with the provisions of 291-62, the following described streets, driveways, parking lots and auto parks or parts of streets, driveways, parking lots and auto parks are hereby designated as handicapped parking spaces and are designated for use by persons with handicapped parking permits:

Name of Street, etc.	Side	Location
BENEDICT AVENUE	SOUTH	IN FRONT OF # 34 BENEDICT AVENUE

## Kathy Deufemia

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**From:** Mike Blau  
**Sent:** Friday, September 25, 2015 12:55 PM  
**To:** Kathy Deufemia  
**Subject:** FW: Miller Park  
**Attachments:** Letter-Miller Park.pdf

Work Session

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**From:** Scott Brown  
**Sent:** Friday, September 25, 2015 11:54 AM  
**To:** Mike Blau  
**Subject:** Miller Park

I am in receipt of the attached letter from a resident of Miller Park requesting an additional stop sign on Glen St/Miller Ave as well as crosswalks to facilitate crossing by school children from the area.  
I would support both suggestions. Please submit to the Board of Trustees for their review and comment. If approved, I will provide the necessary legislation.

Susan Crucy Burkhardt  
47 Miller Avenue  
Tarrytown, NY 10591  
susanburkhardt@optonline.net  
914-329-3610

August 31, 2015

Chief Scott Brown  
Tarrytown Police Department  
One Depot Plaza  
Tarrytown, NY 10591

Dear Chief Brown:

I write to request an additional Stop Sign be placed at the intersection of Glenn Street and Miller Avenue. This Stop Sign would make the intersection a three-way stop and force traffic to stop in all directions. Additionally, I request that crosswalks be designated and painted at the intersections of (1) Riverview Ave and Glenn Street and (2) Miller Avenue and Glenn Street.

Over the past few years, the volume of traffic through the Miller Park section of Tarrytown has increased dramatically with the housing developments on the river and the increased number of parking spaces at the train station. Drivers speed through our neighborhood creating a very unsafe environment for our residents. We need to put measures in place to slow them down and I believe this Stop Sign will help.

Our neighborhood also needs additional crosswalks. With school about to start, and more students walking to school because of busing distances, we need to ensure their safety. As well, commuters walking to the train station and residents walking to downtown need to be safe too. Clearly designated walkways in the busy intersections mentioned above I believe would help greatly.

Your attention to this request is appreciated. If I need to do any further please advise.

Very truly yours,


*Susan Crucy Burkhardt*

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VILLAGE OF TARRYTOWN INTEROFFICE MEMORANDUM

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**TO:** Michael S. Blau, Village Administrator

**FROM:** Michael J. McGarvey, P.E., Village Engineer 

**DATE:** September 29, 2015

**RE:** Main Street Firehouse Boiler Replacement – Contract # 2015-08

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On Friday, September 25, 2015, four proposals were received in response to the RFP for the above-reference project. The breakdown is as follows:

<u>Company</u>	<u>Proposal Amount</u>
AA Heating Service Corporation PO Box 1322 Mt. Vernon, NY 10551	\$34,000.00
HS Environmax Heating & Cooling Corp. PO Box 13 Verplanck, NY 10596	\$34,985.00
John Royce Plumbing & Heating Inc. 55 Clinton Place Mt. Vernon, NY 10550	\$36,000.00
Guglielmi Plumbing & Heating 95 Edgewood Avenue Thornwood, NY 10594	\$38,500.00

The low proposal was received by AA Heating Service Corporation who has previously performed work in the Village of Tarrytown and I feel they are capable of performing this project. Therefore, it is my recommendation that this project be awarded to AA Heating Service Corporation, PO Box 1322, Mt. Vernon, NY for the low proposal amount of \$34,000.00.

It should be noted that this project was budgeted for \$55,000.00 for which funds are available in H.1312.450.

Copies of the proposals are attached. If you have any questions regarding this project, please contact me.

MJM:dsb  
Attachments



# VILLAGE OF TARRYTOWN

One Depot Plaza, Tarrytown, New York 10591-3199

*Mayor*

DREW FIXELL

*Deputy Mayor*

THOMAS T. BASHER

*Trustees*

THOMAS BUTLER

ROBERT HOYT

MARY McGEE

REBECCA MCGOVERN

DOUGLAS ZOLLO

*VILLAGE ADMINISTRATOR*

914-631-1885

*VILLAGE TREASURER*

914-631-7873

*VILLAGE CLERK*

914-631-1652

*VILLAGE ENGINEER*

914-631-3668

*DEPT. OF PUBLIC WORKS*

914-631-0356

*FAX NO.* 914-631-1571

September 8, 2015

***Request For Proposal  
Boiler Contractors  
Main Street Firehouse Boiler Replacement  
Village of Tarrytown***

**Contract # 2015-08**

**Project Overview**

The Village of Tarrytown is interested in retaining the services of a competent boiler contractor to replace the existing 1.2 MBTU gas fired boiler at the Main Street Firehouse located at 100 Main Street, Tarrytown, New York. The selected contractor will interface with the Village through the Office of the Village Engineer. Contract will commence immediately upon award and shall terminate upon completion of the project.

Any questions should be directed to the Office of the Village Engineer, Michael J. McGarvey, P.E. at 914-631-3668.

**Scope of Work**

The selected contractor shall be responsible for supplying all necessary manpower, equipment, materials, tools and incidentals required to perform the following tasks:

Note: Wherever a specific manufacturer is specified, it is for minimal accepted standards. Other manufacturers that meet the minimal accepted standards can be substituted with prior approval.

**New Equipment Schedule:**

- 1) One Burnham cast iron water boiler
- 2) Two V907A base rails
- 3) One Industrial combustion gas burner
- 4) One 3" flanged Spiro-Vent
- 5) One McDonnell-Miller manual re-set low water cut-off

**Model #:**

KV907AW  
USB 61829071  
Q – 30  
SV -3  
MM-63-MS

6) One Amtrol expansion tank	SX90V
7) Three Honeywell aqua-stat's and 3 Honeywell Program Thermostats	L4006A
8) One Honeywell 135 ohm sequential aqua-stat	
9) One Honeywell manual re-set aqua-stat	L4006E
10) One Field draft manual re-set spill switch	FST - 6
11) One Field barometric damper	FD -
12) One TekMar mixing control	360
13) One Honeywell 2" three-way motorized valve	VFF3FW1Y2B / M
14) Modine vertical water unit heater (garage area)	V279
15) Modine horizontal water unit heater (kitchen area)	HC - 18

**Note:**

- a) The above listed equipment shall be installed in the existing boiler room in the same location as the existing equipment.
- b) Demolition and removal of all discontinued boiler equipment provided by others.
- c) Contractor of record shall file all plans with Tarrytown Building Department, all Building Department fees will be waived, secure all permits as required by all authorities having jurisdiction.

**Scope of Work:**

- 1) Supply and install 6" steel reinforced cement pad 125% base area new boiler. Base shall be six point leveled at footprint of new boiler.
- 2) Supply and install Burnham boiler, including base rails, water trim, one domestic coil section and blank domestic coil plate.
- 3) Boiler heating water supply shall be 3" diameter piped into 3" Spiro-Vent.
- 4) All necessary 2" diameter supply and return piping from new boiler to existing garage zone.
- 5) All necessary 2" diameter supply and return piping from new boiler to new three-way motorized valve and existing 1 1/2" and 1 1/4" diameter zone returns.

**Note:**

- a) All heating piping shall be schedule 40 black pipe of screwed construction.
- b) Utilize existing circulators, isolation, venting and flow valves all zones.
- c) Garage zone circulator and fan / coil units shall be piped as an individual zone utilizing full boiler supply water temp.
- d) Garage zone circulator and fan / coil units shall be energized by garage thermostat call.
- e) The additional two heating zone supplies shall be piped to the A / B port connection of the new 2" heating proportioning valve.
- f) The additional two heating zone returns shall be piped to the A port connection of the new 2" heating proportioning valve.
- g) The boiler supply shall be piped to the B port connection of the new 2" heating proportioning valve.
- h) The additional two heating zone circulators shall be actuated by the TekMar 360 mixing control.
- i) The additional two heating zone required target heating water temp shall be controlled by the TekMar 360 mixing control.
- j) The existing thermostats for the additional heating zones shall operate as occupied space high temp limits.

- 6) Supply and install Amtrol expansion tank including all necessary piping service union and isolation valve.
- 7) Supply and install McDonnell-Miller manual re-set low water cut off, including 1" column (schedule 40 black pipe) utilizing cross tees and full-port blow down valve.
- 8) Supply and install Industrial Combustion gas burner:
  - a) Full modulation utilizing Fire-Eye microprocessor.
  - b) All necessary burner mounting hardware and high temp gasket.
  - c) Seimens ventless gas train, including proof of valve closure interlock, high limit and low limit gas pressure interlocks.
  - d) New burner shall be piped into existing gas service located in boiler room.
- 9) Provide chimney cleaning, inspection and certification.
- 10) Flue piping from new boiler shall be tied into existing chimney breeching located in boiler room.
- 11) Flue piping shall be 16-gauge steel, utilizing high-temp sealant on all joints.
- 12) Supply and install barometric damper and manual re-set spill switch.
- 13) Supply and install Modine heater in garage, including all necessary piping and hardware.
- 14) Supply and install pipe insulation on wall heating piping located in boiler room.
- 15) Supply and install all controls listed: New Equipment Schedule.
- 16) New electrical components shall be wired into existing electrical service and re-used electrical components located in boiler room.
- 17) Make all electrical connections as are necessary within boiler room to properly energize all related controls and equipment.
- 18) All controls and electrical accessories shall be wired in accordance with National Electric Code and New York State Fuel Gas Code.
- 19) All wiring shall be in metal BX and / or EMT conduit.
- 20) Contractor shall be responsible for removing and replacing door to boiler room so boiler can be installed.

**Firing and completion conditions:**

- 1) Energize control system and check control functions.
- 2) Fire burner and test all equipment operation.
- 3) Calibration of new equipment and control system.
  - a) Tune burner to Maximum combustion efficiency thru full modulation.
  - b) Burner modulation temp sequential aqua-stat 195° F – Subtractive differential 10° F.
  - c) Boiler operating temp range TekMar – high limit 200° F – Subtractive differential 15° F.
  - d) Boiler operating temp range aqua-stat – high limit 200° F Subtractive differential 5° F.
  - e) Manual re-set aqua-stat set 210° F.
- 4) The entire installation and tie in of the described new equipment and components to the remaining existing equipment and components shall provide a complete heating plant.
- 5) It is agreed that re-used existing equipment and affected area (boiler room) currently meet all operating requirements. Required filing, up-grades, testing and inspections of existing equipment are not required in this contract.
- 6) Upon completion of work: A one year guarantee for workmanship and materials in conjunction with the performance of this installation shall be in effect.
- 7) All re-used components are not required to be covered by this guarantee.

- 8) Have all work inspected by local building department.
- 9) Adhere to controlled inspection requirements.
- 10) Furnish certificates of inspection by all agencies as required by them and provide copies to owner.
- 11) Contract price is for equipment and scope of work as specified.

### **General Provisions**

The Village of Tarrytown reserves the right, and at its sole discretion to exercise, the following rights and options with respect to this Request for Proposals:

1. to reject any and all proposals;
2. to issue additional solicitations for proposals and/or amendments to this Request for Proposals;
3. to waive any irregularities in proposals received after notification to proposers affected;
4. to select any proposal as the basis for negotiations of a contract, and to negotiate with proposers for amendments or other modifications to their proposals;
5. to conduct investigations with respect to the qualifications of each proposer;
6. to exercise at its discretion and apply its judgment with respect to any aspect of this Request for Proposals , the evaluation of proposals, and the negotiation and award of any contract;
7. to enter into an agreement for only portions, or not to enter into an agreement for any, of the services contemplated by the proposals;
8. to select the proposal that best satisfies the interests of the Village and not necessarily on the basis of price or any other single factor.

If the Village selects a proposal, a formal written contract shall be entered into between the Village and the successful proposer. The proposal or any part thereof, submitted by the successful proposer, may be attached or become part of the contract. The contract shall not become binding until signed by both parties and approved by the Village Attorney.

### **Proposal Requirements**

This request for proposals is intended to provide interested boiler contractors with an opportunity to demonstrate their ability to perform the required tasks. The content of the proposal should respond to information presented in this Request for Proposals. The proposal should contain the following information, and adhere to the following format:

- A brief understanding of project objectives and the scope of work;
- Anticipated project schedule;
- A list of recent and relevant experience in similar-type projects. Please include information such as project cost, size, etc. Also provide reference information including a project contact name, telephone number and address;
- Proposal requires a one-year Maintenance Bond for workmanship and material;
- The proposal should include the cost to supply all manpower, equipment and materials and incidentals to complete this project;
- The proposal should be specific as to manpower required, equipment required and amount of materials required to complete this project.
- The proposal requires that New York State Labor Rates be implemented for workforce.



All proposals should include a statement by the proposer concerning insurance coverage that would protect the Village from loss or harm should the proposal be accepted. A duly authorized official of the company should sign each proposal. The proposal should also state that it is valid for at least 60 calendar days from the date of submission. Respondents are required to submit 1 original and 2 copies of their proposal. Proposals and attachments must be received no later than 1:00 p.m. on Friday, September 25, 2015, and should be addressed to:

**SUBMISSIONS:**

Three copies of each proposal must be transmitted to:

Village Clerk  
Village of Tarrytown  
One Depot Plaza  
Tarrytown, NY 10591

**PROPOSAL DEADLINE:**

The Village Clerk must receive responses to this Request for Proposals no later than 1:00 p.m., Friday, September 25, 2015. The proposals will not be opened publicly. Any proposals received after the time stipulated will not be considered and will be rejected.

**LUMP SUM BID:**

Company Name: \_\_\_\_\_

Company Address: \_\_\_\_\_

Company Phone #: \_\_\_\_\_

Lump sum bid: \$ \_\_\_\_\_  
(in numbers)

\_\_\_\_\_  
(in words)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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**AGREEMENT BETWEEN THE NEW YORK CITY WATER BOARD AND THE  
[CUSTOMER] FOR WATER DEMAND MANAGEMENT PLANNING ASSISTANCE**

THIS AGREEMENT ("Agreement") is made and entered into by and between the New York City Water Board ("Board"), a corporate municipal instrumentality of the State of New York ("State"), having an office at 59-17 Junction Boulevard, Flushing, New York 11373-5108, and [Customer Name\_] ("Customer"), a [municipal corporation] of the County of [\_\_\_\_], in the State of New York, having its principal office at [\_\_\_\_\_] (the Board and the Customer collectively referred to as the "Parties").

WHEREAS, the Water Supply Act of 1905 ("WSA") and New York City Administrative Code § 24-360(a) provides that "[i]t shall be lawful" for certain enumerated upstate municipalities and water districts (hereinafter, "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 [takers] . . . .";

WHEREAS, the Customer is further entitled to take water pursuant to a Water Supply Agreement between the Board and the Customer, dated [\_\_\_\_\_] ("Water Supply Agreement"); and

WHEREAS, such Water Supply Agreement requires that the Customer have and maintain a Water Conservation Plan, now known as a Water Demand Management Plan (a "Plan"), and pursuant to the terms described herein, the Board wishes to offer certain assistance with respect to the Customer preparing and/or updating a Plan, as described herein;

WHEREAS, through a request for proposals process, the Board has selected and retained a team of water demand management experts to serve as a consultant ("Consultant") to assist the Customer in creating a Plan;

WHEREAS, the Customer wishes to take advantage of this opportunity to benefit from such assistance being offered by the Board;

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

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### **1. Effective Date and Term of Agreement**

This agreement shall be effective as of \_\_\_\_\_, 2014 and continue for one year to the date of expiration, \_\_\_\_\_, 2015. The term of this Agreement may be extended, as later agreed upon by the Customer and the Board.

### **2. Water Demand Management Plan: Board and/or DEP Responsibilities**

- a) The Board will provide the Customer with the services of the Consultant, which is experienced in the development of water demand management plans.
- b) The Board will assume the cost of expenses incurred by the Consultant during development of the Plan in accordance with the approved contract scope of work. The Water Board or its designee shall approve any activities by the Consultant that would require payment hereunder prior to the Consultant undertaking such activities.
- c) DEP staff will provide background information, including billing, reported consumption quantities, and demand projections to the Consultant.
- d) DEP staff will serve as liaisons and project managers for the Board, facilitating development of the Plan.
- e) DEP staff will assist with review and provide comments on the draft Plan as submitted by the Customer.

### **3. Water Demand Management Plan: Customer Responsibilities**

- a) The Customer will collaborate and work in good faith with the Consultant to complete a Plan with the form and substance of the template attached hereto as Attachment A.
- b) To facilitate completion of the Plan, the Customer agrees to:
  - i. Provide information as necessary to the Consultant, including information related to the types of customers served, individual customer meter information, billing data and any other information available to the Customer and reasonably related to preparing a Plan;

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- ii. Attend meetings with the Consultant and facilitate meetings with other key stakeholders and large water users;
  - iii. Provide support in the preparation of the Plan as may be requested by the Consultant or the New York City Department of Environmental Protection (“DEP”), which shall act as the agent of the Board; and
  - iv. Ensure the complete Plan, including budget and implementation details required in Section 6: Implementation Plan, is submitted to DEP.
- c) The Customer will provide DEP with a draft of the Plan for DEP’s review and comment.
  - d) The Customer will take any and all steps to have the final Plan approved by the [governing body] of the Customer and DEP. To note, only approved plans shall be eligible for DEP’s proposed future effort which includes partially or wholly funding implementation measures.
  - e) The Customer shall confirm that its meters on connections between the Customer and DEP’s water supply and between the Customer and any interconnected communities are accurately functioning and equipped with remote meter reading technology, or the Customer will allow DEP to replace and/or equip such meters with remote meter reading technology.

#### **4. Confidentiality**

Information gathered during all stages of this assignment will be deemed confidential, and all work products will be owned by the respective Customer, DEP and the Board.

#### **5. Responsibility for Work**

Neither the Board nor the City of New York (the “City”) shall be responsible for the work, direction, compensation or personal conduct of the Customer’s servants, employees, agents, contractors and/or subcontractors while engaged or performing work under this Agreement (the “Work”).

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## 6. Notices

All written notices and communications called for hereunder shall be emailed or mailed by ordinary mail, unless otherwise specified, to the parties at the following addresses:

To the Board for administrative matters:

New York City Water Board  
Attn: Kevin Kunkle  
59-17 Junction Boulevard, 8<sup>th</sup> Floor  
Flushing, NY 11373-5108  
Phone: (718) 595-3601      E-mail: [kkunkle@dep.nyc.gov](mailto:kkunkle@dep.nyc.gov)

With a copy to both:

New York City Department of Environmental Protection  
Bureau of Water Supply  
Attn: Bill Richardson  
PO BOX 358  
7870 State Route 42  
Grahamsville, NY 12740  
Phone: (845) 334-7102      Email: [brichardson@dep.nyc.gov](mailto:brichardson@dep.nyc.gov)

New York City Department of Environmental Protection  
Bureau of Environmental Planning  
Attn: Vlada Kenniff  
59-17 Junction Blvd., 19<sup>th</sup> Floor  
Flushing, NY 11373-5108  
Phone: (718) 595-4364      Email: [vladas@dep.nyc.gov](mailto:vladas@dep.nyc.gov)

To the Customer:

Customer  
Phone:                      Email:

With a copy to:

## 7. Default

If either Party defaults in the observance or performance of any material term of this Agreement and such default continues for more than fifteen (15) calendar days after written notice of such default is received by the defaulting Party from the non-defaulting Party, the

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non-defaulting Party 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, sent by certified mail, of suspension or termination to the defaulting Party, specifying a date of suspension or termination which shall not be less than five (5) business days from the date such notice is sent. However, if such default cannot reasonably be cured within fifteen (15) calendar days, the Agreement may not be terminated if: (i) the defaulting Party commences appropriate actions to cure the default prior to the end of the fifteen (15) day period, (ii) such actions have been approved in writing by the non-defaulting Party, and (iii) the defaulting Party thereafter diligently prosecutes the actions necessary to cure the default to the complete satisfaction of the non-defaulting Party.

## **8. Independent Contractors**

- a) The Customer agrees and acknowledges that it and its' contractors and consultants are independent contractors and not employees of the Board or the City. Accordingly, neither the Customer nor any of its contractors or consultants or any of their respective employees or agents performing work or services in connection with this Agreement will hold themselves out as, or claim to be, officers or employees of the Board or 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 Board or the City, including, but not limited to, Workers' Compensation coverage, disability benefits coverage, unemployment insurance benefits, Social Security coverage or employee retirement membership or credit.
- b) All persons who are employed by the Customer and all consultants or independent contractors who are retained by the Customer to perform services for the Customer in connection with the Work are not under contract with the Board or the City. The Customer is responsible for their work, direction, compensation, and personal conduct while engaged in connection with the Work. Nothing in this Agreement shall impose any liability or duty on the Board or the City for the acts, omissions, liabilities or obligations of the Customer and its contractors or consultants, or any of their respective

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officers, employees, or agents, or for taxes of any nature. Except as specifically stated in this Agreement, nothing in this Agreement shall impose any liability or duty on the Board or the City to any person or entity.

#### **9. Insurance; Bonds**

- a) Prior to this Agreement effective, the Customer must provide evidence that it has procured, and must maintain throughout the term of this Agreement, the insurance set forth in Attachment B, which is attached to this Agreement and incorporated herein by this reference. The Board and the City, together with their officials and employees, shall be named as an additional insured on such insurance policies as set forth in Attachment B.
- b) Before any consultants, subconsultants, contractors and subcontractors commence any of the Work, the Customer shall require such consultants, subconsultants, contractors and subcontractors to procure and provide evidence of comparable insurance, and require that such insurance be maintained during the entire period of their respective contracts to provide such work. The Board and the City, together with its officials and employees, shall be named as an additional insureds on such insurance as set forth in Attachment B.

#### **10. Indemnification**

- a) To the fullest extent permitted by law, the Customer shall indemnify, defend and hold the Board and the City and their employees and agents (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 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 and/or subcontractors in the performance of this Agreement or the Customer's and/or its employees', contractors', consultants' and/or subcontractors' failure to comply with any of the provisions of this Agreement or of the law. Such

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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 waives all rights against the Board and 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 or subcontractor of the Customer.
- c) The provisions of this Section shall not be deemed to create any new right of action in favor of any third parties against the Board or the City.

#### **11. 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;
  - 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 the Board, 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



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to the extent of its' knowledge, of any material agreement, judgment, injunction order, decree or other instrument binding upon it.

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

## **12. Board's Representations and Warranties**

The Board represents and warrants that this Agreement will, assuming the due execution and delivery by the Customer, constitute the legal, valid and binding agreement of the Board, enforceable in accordance with its terms.

## **13. 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 race, creed, color, national origin, sex, age, disability, marital status or sexual orientation 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.

## **14. 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.

## **15. 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.

## **16. 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 a material provision of this Agreement.

## **17. Copyrights and Access to Information**

The Board, the City and the Customer shall have the right to use all written materials, documents, data and information that are prepared pursuant to the Agreement for any purpose deemed appropriate by the Board, the City, or the Customer. In furtherance thereof, the Board, the City and the Customer have 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 prepared pursuant to this Agreement, including, but not limited to, all designs, plans, specifications and models created hereunder.

## **18. Infringements**

The Customer shall defend, indemnify and hold the Board and the City 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 Board or 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 and/or subcontractors of any copyright, trademark, trade secrets or 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 Board or the City from being completely indemnified by the Customer, the Board and the City shall be partially indemnified by the Customer to the fullest extent permitted by law.

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**19. 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 for, or on account of, anything done or omitted in connection with this Agreement.

**20. 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.

**21. Protection of City Property**

The Customer assumes the risk of, and shall be responsible for, any loss or damage to City property, including property and equipment leased by the Board or the City, that may be used in the performance of this Agreement, where such loss or damage is caused, either directly or indirectly, by the acts, conduct, omissions, failure to comply with the provisions of this Agreement or law, or lack of good faith of the Customer, its officers, managerial personnel and employees, or any person, firm, company, agent or others engaged by the Customer as expert, consultant, subconsultant, contractor, or subcontractor hereunder.

**22. Retention of Records**

The Customer agrees to retain all books, records and other documents relevant to this Agreement for six years after the termination of this Agreement. City, State and federal auditors and any other persons duly authorized by DEP or the Customer 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. The Parties 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 or the Customer.

### **23. 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.

### **24. Assignment**

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

### **25. 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.

### **26. Choice of Law**

This Agreement shall be governed by and construed in accordance with the laws of the State. To the fullest extent permitted by law, the Parties consent to the jurisdiction of the Supreme Court of the State of New York in connection with any action by either Party against the other pursuant to this Agreement.

### **27. 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.
- 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.

### **28. Counterparts**

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

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## **29. Incorporation of documents**

The Agreement shall consist of this document and the following attachments:

Attachment A – Water Demand Management Plan Template

Attachment B – Insurance Requirements

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IN WITNESS WHEREOF the Executive Director on behalf of the New York City Water Board and the \_\_\_\_\_ of the [Customer] have executed this Agreement, in duplicate, one part to be retained by the Board, and one part to be delivered to the Customer.

THE NEW YORK CITY WATER BOARD

[CUSTOMER]

BY: \_\_\_\_\_

Steven W. Lawitts  
Executive Director

BY: \_\_\_\_\_

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

*Acknowledgements appear on next page*

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**State of New York) ss.:**

**County of Queens)**

On the \_\_\_\_\_ day of \_\_\_\_\_, in the year 2014 before me, the undersigned, personally appeared Steven W. Lawitts, Executive Director, 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 he executed the same in his capacity, and that by his 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 2014 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

**ATTACHMENT A: WATER DEMAND MANAGEMENT PLAN TEMPLATE**

DRAFT



## ATTACHMENT B: INSURANCE REQUIREMENTS

Note: All certificate(s) of insurance submitted pursuant to the Agreement must be accompanied by a Certification of Broker consistent with the form at the end of this Attachment B 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;
- Additional insureds or loss payees consistent with the requirements listed below; and
- The name of this Agreement.

All such certificate(s) of insurance (including Certification(s) of Broker, where required) must be sent to the New York City Department of Environmental Protection, Water Board, ATTN: Treasurer, 8<sup>th</sup> Floor, 59-17 Junction Boulevard, Flushing, New York 11373.

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

- |                                    |   |
|------------------------------------|---|
| a) Worker's Compensation           | Statutory per New York State Law<br>without regard to jurisdiction  |
| b) Employer's Liability            | Statutory   |
| c) Disability Benefits Insurance   | Statutory   |
| d) Unemployment Insurance          | Statutory   |
| e) Commercial General Liability    | \$1,000,000 per occurrence<br>\$1,000,000 aggregate, per project<br>Additional Insureds:<br>New York City Water Board and City of New York,<br>including its officials and employees, with coverage at<br>least as broad as ISO Forms CG 20 10 and CG 20 37 |
| f) Commercial Automobile Liability | \$1,000,000 per accident Combined Single Limit  |

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The Customer must also ensure that any consultants or contractors retained by the Customer have adequate insurance.

### **III. General Provisions Applicable to Insurance Coverage**

#### **Section 1 Worker's Compensation and Disability Benefits Insurance**

Before performing any Work under the Agreement, the Customer 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 Agreement.

#### **Section 2 Employer's Liability Insurance**

Before performing any work under the Agreement, 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 Agreement.

#### **Section 3 Commercial General Liability**

The Customer shall provide Commercial General Liability Insurance covering claims for property damage and/or bodily injury, including death, which may arise from any of the operations under the Agreement. 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: premises operations; products and completed operations; contractual liability (including the tort liability of another assumed in a contract); broad form property damage; independent contractors; explosion, collapse and underground (XCU); construction means and methods; and incidental malpractice. Such insurance shall contain a "per project" aggregate limit, as specified above, that applies separately to operations under the Agreement. Such Commercial General Liability Insurance shall name the Board and the City as Additional Insureds. Coverage for the Board and the City shall specifically include the Board's and the City's officials and employees, be at least as broad as the latest edition of ISO Form CG 20 10 and provide completed operations coverage at least as broad as the latest edition of ISO Form CG 20 37.

#### **Section 4 Commercial Automobile Liability**

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- a) The Customer 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 Agreement. 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 Professional Liability Insurance**

- a) At the Board's direction, if professional services are provided pursuant to the Agreement, the Customer shall maintain and submit evidence of Professional Liability Insurance appropriate to the type(s) of such services to be provided under the Agreement 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 Customer under the Agreement arising out of the negligent performance of professional services or caused by an error, omission or negligent act of the Customer or anyone employed by the Customer.
- b) All subcontractors of the Customer providing professional services under the Customer 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 Customer shall provide to the Board, at the time of its request for subcontractor approval, evidence of such Professional Liability Insurance on forms acceptable to the Board.
- 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 Customer 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 6 Miscellaneous Requirements for Insurance Coverage and Policies**

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- 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 Board.
  - b) All insurance policies shall be primary (and non-contributing) to any insurance or self-insurance maintained by the Board.
  - c) The Customer 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 Board or the City is an insured under the policy.
  - d) There shall be no self-insurance program with regard to any insurance required under this Agreement unless approved in writing by the Board. Any such self-insurance program shall provide the Board and the City with all rights that would be provided by traditional insurance required under this Attachment B, including, but not limited to, the defense obligations that insurers are required to undertake in liability policies.
  - e) The Board's and 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 B or (ii) the limits provided to the Customer as Named Insured under all primary, excess, and umbrella policies of that type of coverage.
  - f) The Customer 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.

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## Section 7 Proof of Insurance

- a) For all types of insurance required by this Agreement, the Customer shall file proof of insurance in accordance with this Section within ten (10) days of execution of the Agreement.
- b) For policies provided pursuant to Sections 1 and 2, above, the Customer 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 the Board. ACORD forms are not acceptable.
- c) For policies provided pursuant to all of this Attachment B other than Sections 1 and 2, above, the Customer shall submit one or more Certificates of Insurance on forms acceptable to the Board. 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 Board is an Additional Insured with coverage at least as broad as the most recent edition of ISO Forms CG 20 10, CG 20 37, and CG 20 26, as applicable; (c) the company code issued to the insurance company by the National Association of Insurance Commissioners (the NAIC number); and (d) the name of this Agreement. All such Certificates of Insurance shall be accompanied by either a duly executed "Certification by Broker" in the form contained in this Attachment B 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 the Board prior to the expiration date of coverage of policies required under the Agreement. Such proofs of insurance shall comply with the requirements of subsections (b) and (c), immediately above.

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- e) The Customer shall be obligated to provide the Board or the City with a copy of any policy of insurance provided pursuant to this Agreement upon the demand for such policy by the Board or the City.

#### **Section 8    Operations of the Customer**

- a) The Work shall not commence unless and until the Customer has submitted and the Board has accepted all required certificates. Acceptance of a certificate does not excuse the Customer from securing insurance consistent with all provisions of the Agreement or of any liability arising from its failure to do so.
- b) The Customer shall be responsible for providing continuous insurance coverage in the manner, form, and limits required by the Agreement.
- c) In the event that any of the required insurance policies lapse, are revoked, suspended or otherwise terminated, for whatever cause, the Customer shall immediately stop all Work, and shall not recommence Work until authorized in writing to do so. The Customer may be declared to be in default for failure to maintain required insurance.
- d) In the event the Customer receives notice, from an insurance company or other person, that any insurance policy required under this Attachment B shall be cancelled or terminated (or has been cancelled or terminated) for any reason, the Customer shall immediately forward a copy of such notice to the Board. Notwithstanding the foregoing, the Customer shall ensure that there is no interruption in any of the insurance coverage required under this Exhibit B.
- 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 B (whether on behalf of the Customer as Named Insured or the Board or the City as Additional Insured), the Customer shall provide timely notice thereof. Such notice shall comply with all of the following requirements:
  - i. The Customer 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 Customer's own employees) no later

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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 Board or the City is an Additional Insured, such notice shall expressly specify that "this notice is being given on behalf of the New York City Water Board or 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 Board or the City is an Additional Insured, the Customer shall provide copies of the notice to the Board.
- iii. If the Customer fails to provide any of the foregoing notices to any appropriate insurance carrier(s) in a timely and complete manner, the Customer shall indemnify the Board and 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 Board or the City.

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### CERTIFICATION BY BROKER

[Pursuant to Attachment B, every Certificate of Insurance must be accompanied by either the following certification by the broker setting forth the following text and required information and signatures or complete copies of all policies referenced in the Certificate of Insurance. In the absence of completed policies, binders are acceptable.]

### CERTIFICATION BY BROKER

The undersigned insurance broker represents to the New York City Water Board and the City of New York that the attached Certificate of Insurance is accurate in all material respects, and that the described insurance is effective as of the date of this Certification.

\_\_\_\_\_  
[Name of broker (typewritten)]

\_\_\_\_\_  
[Address of broker (typewritten)]

\_\_\_\_\_  
[Signature of authorized officer of broker]

\_\_\_\_\_  
[Name of authorized officer (typewritten)]

\_\_\_\_\_  
[Title of authorized officer (typewritten)]

\_\_\_\_\_  
[Contact Phone Number for Broker (typewritten)]

\_\_\_\_\_  
[Email Address of Broker (typewritten)]

Sworn to before me this

\_\_\_\_\_ day of \_\_\_\_\_, 201\_\_

\_\_\_\_\_  
NOTARY PUBLIC



## Kathy Deufemia

---

**From:** Mike Blau  
**Sent:** Monday, October 05, 2015 3:52 PM  
**To:** Kathy Deufemia  
**Subject:** FW: Removal of handicap parking space on kaldenberg place  
**Attachments:** Handicapped-Kaldenberg Place.pdf

Work Session

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

From: Scott Brown  
Sent: Monday, October 05, 2015 12:37 PM  
To: Mike Blau  
Subject: RE: Removal of handicap parking space on kaldenberg place

As requested.

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

From: Mike Blau  
Sent: Monday, October 05, 2015 10:22 AM  
To: Scott Brown <[sbrown@tarrytowngov.com](mailto:sbrown@tarrytowngov.com)>  
Subject: RE: Removal of handicap parking space on kaldenberg place

Please do

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

From: Scott Brown  
Sent: Monday, October 05, 2015 9:26 AM  
To: Mike Blau  
Subject: RE: Removal of handicap parking space on kaldenberg place

I spoke with Lois and Eileen Pilla regarding this matter. It would be my recommendation that we re-legislate the space and leave it in place. If you concur I will have the legislation drafted for Board approval.

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

From: Mike Blau  
Sent: Monday, October 05, 2015 9:12 AM  
To: 'LoisPell' <[loislingardo@gmail.com](mailto:loislingardo@gmail.com)>  
Subject: RE: Removal of handicap parking space on kaldenberg place

I will ask the Chief to review. Evidently, the BOT took action to remove the spot years ago but the space was never removed. As you note, your clients need the space, it would have to be re-legislated.

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

From: LoisPell [<mailto:loislingardo@gmail.com>]  
Sent: Friday, October 02, 2015 12:18 PM  
To: Mike Blau  
Subject: Removal of handicap parking space on kaldenberg place


Mr. Blau, I own the hair shop Head-2-Toe, we meet a few years ago about an issue regarding music hall. I don't know if you remember me my name is Lois. It was brought to my attention yesterday the village was going to remove the handicap parking space on the street. Before they do this I would like to meet with you, the police chief and someone from the building department ASAP. I have a problem with this space being taken away before. You can reach me by phone (914)357-1824. Thank you, Lois Lingardo-Pell

Sent from my iPad

TARRYTOWN POLICE DEPARTMENT  
OFFICE MEMORANDUM

DATE: October 5, 2015

TO: Chief Brown

FROM: William G. Herguth, Lt. 

SUBJECT: Handicapped parking space Kaldenberg Place

Per your request the following wording may be used for legislation to amend the Village Code to allow for the creation of a parking space reserved for handicapped persons on Kaldenberg Place.

All new material is set forth in capital letters.

Section 291-92. Schedule XXVII: Handicapped Parking Spaces.

In accordance with the provisions of 291-62, the following described streets, driveways, parking lots and auto parks or parts of streets, driveways, parking lots and auto parks are hereby designated as handicapped parking spaces and are designated for use by persons with handicapped parking permits:

Name of Street, etc.	Side	Location
KALDENBERG PLACE	WEST	1; THE 3 <sup>RD</sup> METERED PARKING SPACE SOUTH OF CENTRAL AVENUE WITH A MAXIMUM TIME LIMIT OF 2 HOURS

# CITY OF PORT JERVIS

P.O. BOX 1002  
20 HAMMOND STREET  
PORT JERVIS, NEW YORK 12771

RECEIVED

SEP 30 2015

TARRYTOWN VILLAGE  
ADMINISTRATOR

## Office of Mayor

(845) 858-4017

(845) 858-2858

[portjervisnmayor@gmail.com](mailto:portjervisnmayor@gmail.com)

[www.portjervisny.org](http://www.portjervisny.org)



Kelly B. Decker  
Mayor

September 22, 2015

Village of Tarrytown

Mayor Drew Fixell

1 Depot Plaza

Tarrytown, NY 10591

Dear Drew,

My name is Kelly Decker and I am the Mayor of the City of Port Jervis New York located on the border with Pennsylvania and New Jersey. I am writing to you today to ask for your **support** in presenting our state legislature an option that can help all of us collectively. I have created a proposal that I call **New York State Border Enterprise Zone** that if passed would tremendously help our small towns, villages and cities with increased commerce.

The City of Port Jervis has a rich past that goes back to the Dutch settling here. We grew through the Revolutionary and Civil Wars but gained village status after the economic boom of the D&H Canal in the early 1800's. The village grew larger with the advent of the railroad and became a city in 1907. We saw economic vitality for many years until it began to crumble slightly in the 1970's but gained momentum in the 1990's. Located at the intersection of New York, New Jersey and Pennsylvania we have seen nearly our entire commerce (gas, lodging, restaurants and retail) move to the other two states. This is because New York's sales tax coupled with county sales taxes (Orange 4%), excise tax on fuel, and taxes on paper products, medicine, and clothing is so much cheaper or non-existent in any of New York's border states.

My proposal (attached hereto) allows for fair and equitable competition of commerce for New York border small towns, villages and cities with a blend of tax benefits for those municipalities that fall along any border state of New York to 4 miles in as the crow flies.

If you and your council agree with this proposal and approve either the sample **resolution**, I have attached, or your own version and **return it to my office by November 1<sup>st</sup>**, I will present it to our state legislature on behalf of the 132 small town, villages and cities that **affect nearly 497,500 residents**. Additionally it will benefit countless New Yorkers who will be encouraged by progressive commerce with sheer volume making up the difference in the cuts proposed. A friendlier environment for corporations will encourage construction and operations to stay in New York creating jobs and revenue.

Thank you for taking the time to read this, I remain.

Kelly B. Decker

Mayor, City of Port Jervis

**Port**

*"This City is an Equal Opportunity Provider and Employer. To file a complaint of discrimination*

*Write: USDA Director, Office of Civil Rights,*

*1400 Independence Avenue, S.W., Washington, D.C. 20250-9410*

*or call (800) 795 - 3272 (voice) or (202) 720-6382 (TDD)"*



**RESOLUTION OF THE \_\_\_\_\_ OF  
\_\_\_\_\_, \_\_\_\_\_ COUNTY, NEW YORK  
SUPPORTING A PROPOSAL TO HAVE THE NEW YORK  
STATE LEGISLATURE CREATE BORDER ENTERPRISE  
ZONES WHICH WILL ASSIST MUNICIPALITIES  
TO PROMOTE COMPETITIVE AND VITAL  
ECONOMIC GROWTH**

**WHEREAS**, there are approximately 132 small Towns, Villages and Cities in New York State which border the neighboring states of New Jersey, Pennsylvania, Connecticut, Massachusetts and Vermont; and

**WHEREAS**, these municipalities contain approximately 497,500.00 New York residents; and

**WHEREAS**, State, County and local sales taxes, excise taxes and other taxes on consumer goods are very often lower or non-existent in states bordering New York; and

**WHEREAS**, the lure of lower prices and costs has sent shoppers and businesses to other states from New York; and

**WHEREAS**, New York's small border municipalities have suffered economically as a result of these inequities; and

**WHEREAS**, our New York State municipalities would benefit from:

- a. New York State to cut the state Sales tax to 2.0% from the state line to 1 mile from the border as the crow flies.  
New York State to cut the state Sales tax to 2.5% from 1 mile – 2 miles from the border as the crow flies.  
New York State to cut the state Sales tax to 3.0% from 2 miles – 3 miles from the border as the crow flies.  
New York State to cut the state Sales tax to 3.5% from 3 miles – 4 miles from the border as the crow flies.
- b. New York State would mandate that the counties that have sales tax cut their tax in ½ from the state border locations of their counties to 4 miles from the border as the crow flies.
- c. New York State will also need to eliminate sales tax on paper products, medicine and clothing from the New York State border with another state to 4 miles from the state border as the crow flies.
- d. New York State would need to lower the Gas Excise Tax by 1/2 from the New York State border with another state to 4 miles from the state border as the crow flies.

**Exemptions:** Cities with populations over 15,000 would not benefit from this exemption. Towns, Villages and Cities that border another country would not benefit from this exemption; and

**WHEREAS**, these actions by the New York State Legislature will add to the economic growth of business and industry along New York State borders and add vitality and revenue to those small towns, villages and cities located within the effected regions.

**NOW, THEREFORE, IT IS RESOLVED** by the \_\_\_\_\_ of the \_\_\_\_\_ of \_\_\_\_\_, \_\_\_\_\_ County, New York, that supports the foregoing proposals for action by the New York State Legislature to create New York State Border Enterprise Zones to assist small towns, villages and cities in competition for economic development and growth along our state borders.

Dated:

MOTION BY:

SECONDED BY:

AYES:

NAYS:

ABSTENTIONS:

**SAMUEL F. VIEIRA  
ARCHITECT, P.C.**

October 5, 2015

Village Board of Trustees  
Village of Tarrytown  
1 Depot Plaza  
Tarrytown, NY 10591

Re: Required curb cuts for:  
15 and 17 Baylis Court  
Tarrytown, NY

Dear members of the Tarrytown Board of Trustees,

Paul and Leslie Jeris, owners of 15 and 17 Baylis Court, are before the Village Planning and Zoning Boards for the renewal of a previously granted approval, to construct a new 3-Family residence at 15 Baylis Ct. This new residence requires a 32 ft. curb cut.

They are also before the Zoning Board for approval to construct a two car detached garage in the front yard of 17 Baylis Ct. which requires a 20 ft. curb cut.

The ZBA was unable to reach a decision back in 2011 to allow this two car garage, due to concerns about losing street parking. The owners have returned to the ZBA proposing to convert the existing 2-family residence to a single family residence in order to reduce the number of cars requiring parking on the street.

It has been brought to our attention that all new curb cuts must be approved by your board. I have provided the following supporting documents for your review of this request:

Pictures of parked cars taken on October 5, 2015  
Town of Greenburgh, G.I.S. System overhead photo of the street.  
Site plan showing the location of the curb cuts.

140 Valley Street  
Sleepy Hollow, NY  
10591  
P/ 914.524.9054  
C/ 914.659.4894  
F/ 914.524.9672  
www.sfvdesign.com  
sam@sfvdesign.com

Baylis Court does not have striped parking spaces. This creates a parking pattern that changes daily, depending on the size of the cars and the driver's diligence in trying to squeeze the cars on the street.

As seen on the pictures, the parking pattern is usually as follows:

Starting at the driveways in the middle of the block, moving north, there are usually 4 cars parked in front of 11 and 13 Baylis Ct.

There is a car between 13 Baylis Ct. and the proposed 3-family residence at 15 Baylis Ct.

There are two cars in front of 15 Baylis Ct.

There is one car in front of 17 Baylis Ct.

The proposed two car garage at 17 Baylis Ct. would eliminate 1-2 spaces due to the curb cut.

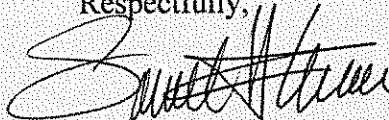
The proposed 3-family residence would eliminate 2 spaces due to the curb cut.

If you use the spaces on Main Street as an example, they measure 20 ft. long on average.

The frontage for 15 and 17 Baylis Ct. totals 89 ft. That totals 4 spaces lost since one space can be saved between 13 and 15 Baylis Ct.

If anyone has any questions or requires further information prior to your meeting please do not hesitate to contact me at my office number.

Respectfully,



Samuel F. Vieira, R.A.

