

**VILLAGE OF TARRYTOWN
BOARD OF TRUSTEES
WORK SESSION 6:15 P.M.
WEDNESDAY, JUNE 13, 2018
Tarrytown Village Hall
One Depot Plaza, Tarrytown, New York**

Open Session

Board of Trustees Concerns

1. Discussion and Recap of Mascia Center Event, Including Plan for 2019
2. Changes to Village Code re Water Meters
3. Proposal – Evaluation of Traffic Mitigation Concepts
4. Handicapped Parking Space Request – Sheldon Avenue
5. Discussion – License Plate Readers for Parking Enforcement
6. West Main Street – Parking Regulations
7. WXY Contract
8. CDBG Applications
 - (a) Village Applications
 - (b) Coalition for Family Justice
9. Discussion – Patriots Park Contract and Design for Bid Purposes
10. Village Authorizations
 - (a) Village to Join NPP Purchasing Group
 - (b) Issuance of Purchase Orders – for Playground Equipment and Performance Pavilion
11. License Agreement – 104 Central Avenue – Sidewalk Area
12. Discussion - Removal of Skate Shack and Lake Deck Plan
13. Discussion – Wilson Park Drive Trailhead at County House Road
14. 22 Main Street – Agreement to Modify ROW for Business
15. Loh Park Drainage Change Order for South Grove Street
16. Additional Coating of High Service Tank Interior
17. Proposal – Twenty-four ¾" Water Services for Highland Avenue
18. EMCCC – Fire Sprinkler Estimates

Executive Session

- 1A. Day Camp Appointees

SLEEPY HOLLOW

Water meters.

A.

Water meters shall be installed by the Village of Sleepy Hollow for all water users. All water meters installed shall be and shall remain the property of the Village of Sleepy Hollow.

B.

The Village of Sleepy Hollow shall be responsible for the maintenance, repair and replacement of all water meters installed pursuant to the law. It is the property owner's responsibility to notify the Department of Public Works immediately if a problem develops with a water meter.

C.

In the event of negligent, reckless or intentional conduct by the property owner causing damage to the water meter, it shall be the property owner's responsibility to pay for the cost of repairing or replacing the water meter.

D.

Village employees shall have the right to enter upon the property of each resident of the Village where a meter is located at reasonable times, on reasonable notice to the property owner and any occupant of the property, for the purpose of inspecting, repairing, maintaining and/or replacing the water meter.

§ 411-15

CITY OF PEEKSKILL

Meters to one inch in size will be furnished and installed by the City and shall remain the property of the City of Peekskill Water Department. Meters larger than one inch shall be supplied by the City in a setting provided by the owner. The owner shall be charged for the purchase cost of the meter and couplings. Only meters acceptable to the Superintendent will be used. Any service testing and/or repairs required after installation shall be taken care of by the

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City, and the costs shall be charged to the property owners. All meters shall remain the property of the City of Peekskill.

BREWSTER NY

Meters will be furnished by and remain the property of the Village. The actual meter cost and installation shall be the responsibility of the owner. In the event a request is made by an owner to move a meter, there shall be a charge, as set forth in the fee schedule,^mfor the removal and reinstallation of the meter, even in the event the reinstalled meter is an upgraded model.

[1]

Editor's Note: Said fee schedule is on file in the Village offices.

§ 257-43 **Replacement of meters.**

A.

To cover the cost of the water meter replacement, the Village shall make the following charge on a quarterly basis:

(1)

Three-quarter-inch meter: charge as set forth in the fee schedule.^m

[1]

Editor's Note: Said fee schedule is on file in the Village offices.

(2)

One-inch meter: charge as set forth in the fee schedule.

(3)

One-and-one-half-inch meter: charge as set forth in the fee schedule.

(4)

Two-inch meter: charge as set forth in the fee schedule.

B.

This meter charge will be reflected on the quarterly water bill.

Village of Buchanan

Meters will be furnished and installed by the Village and shall remain the property of the Village.

B.

The annual rental for meters shall be payable quarterly at the time that the water bills are due and shall be made a part of such bill.

C.

The owner shall furnish and install, at his own cost and expense, a check valve at the outlet side of the meter. The owner shall furnish and the Village will install a stop and waste valve on the inlet side of the meter.

VILLAGE OF ELMSFORD

All water meters shall be able to be read remotely by Water Department personnel from outside of and off the subject property on which they are located. All noncompliant meters existing as of the effective date of this article shall be replaced with remotely readable meters with a diameter of one inch or less at no cost to the property owner. For meters with a diameter over one inch, the Village charge a fee as set forth by resolution of the Village Board of Trustees in the Master Fee Schedule as same may be amended from time to time. If for any reason the owner and/or tenant or lessee of property does not permit the installation of a remotely readable meter, there will be an additional charge as set forth by resolution of the Village Board of Trustees in the Master Fee Schedule as same may be amended from time to time, each billing quarter to cover the cost of manually reading and billing the customer.

B.

All water meters shall be supplied by the Water Department and shall remain the property of the Water Department.

Kathy Deufemia

From: Richard Slingerland
Sent: Tuesday, May 15, 2018 9:05 AM
To: Kathy Deufemia
Cc: John Barbelet
Subject: FW: Handicap Parking Request
Attachments: Handicapped Space ifo 62 Sheldon Av.doc

June 13 Work Session

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: John Barbelet
Sent: Tuesday, May 15, 2018 7:38 AM
To: Richard Slingerland <rslingerland@tarrytowngov.com>
Subject: FW: Handicap Parking Request

See if this helps.

Chief John Barbelet
Tarrytown Police Department
One Depot Plaza
Tarrytown, NY 10591
914-631-5544
jbarbelet@tarrytowngov.com

From: Gregory Budnar
Sent: Monday, May 14, 2018 7:18 PM
To: John Barbelet <jbarbelet@tarrytowngov.com>
Subject: RE: Handicap Parking Request

Chief,

I responded to 62 Sheldon Avenue and interviewed Ms. Furtado in reference to the request. I also took measurements. Please see the attached VC amendment request. I mirrored one you created for Prospect Avenue in the past. Please let me know if there is anything else you need from me. Once it is approved I will have Ivan post the sign.

Respectfully,

Lt Budnar

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From: John Barbelet
Sent: Friday, May 11, 2018 12:59 PM
To: Gregory Budnar <gbudnar@tarrytowngov.com>
Subject: Fwd: Handicap Parking Request

We need to have this approved, write the code, and put up a sign

Sent from my iPhone

Begin forwarded message:

From: Joy furtado <joyfurt831@aol.com>
Date: May 11, 2018 at 11:39:07 AM EDT
To: <jbarbelet@tarrytowngov.com>
Cc: <rslingerland@tarrytowngov.com>
Subject: Handicap Parking Request

Good morning,

I'm writing to request a handicap parking spot in front of 62 Sheldon Ave. My husband has been disabled for over 5.5 years and we do not have a drive way. Up until recently finding parking in front of my home has never been an issue but due to new construction down the street and growing families it's now become a major problem.

Please let me know if you need any additional information or forms in order to process this request.

Thank you in advance for your assistance and looking forward to hearing back.

Joy Furtado
(914)671-8995

62 Sheldon Ave.
Tarrytown, NY 10591

Sent from my iPhone

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Richard Slingerland

From: Lucille Munz <lmunz@munz-associates.com>
Sent: Monday, May 28, 2018 2:36 PM
To: Richard Slingerland; Drew Fixell
Cc: lmunz50@gmail.com; 'Clifford Munz'
Subject: Meeting summary

Hope you are both enjoying the weekend,

I wanted to quickly summarize the meeting and next steps. I also checked the grant letter and noted some items as well.

Grant Overview

- 1) Grant is for \$300K
- 2) The Village may elect to bill for soft costs for up to 15% or \$45K (I DO think you need to do this, as the compliance componence can eat up a lot of your time). Perhaps say \$25K? – which would leave a budget of \$275 for construction
- 3) The minority quota is high @ 30% (\$275 construction budget = \$82K for minority quota)
- 4) You need at least (1) public hearing/meeting (as I read it – please confirm with the State)

Current Project - Focus on Playground and shade structure

- 1) Play Equipment is approx.. \$140K (supplied and installed)
- 2) Safety Surface is approx.. \$70K (Supplied and installed)
- 3) Shade Structure is approx. \$60K (Supplied and installed)
- 4) Say another \$40 – 50K for site work for playground

We are at \$325K plus minus depending on how I do site work, which I can better determine when I meet with Anthony & Ray this week

Time Frame/Tentative Schedule:

- 1) June 6th – provide PDF of Powerpoint Presentation
- 2) June 13th – meet with Village Board at Work Session
- 3) June 18th – Present @ Village Board meeting for public comment & authorize solicitation for bids July 1st
- 4) June 13th – Bids Due by 5:00 PM (Munz analyze over weekend)
- 5) June 16th – Board meeting and award bid
- 6) August 6th – Complete contract with contractor (leaves 6 weeks to get insurance etc)
- 7) Sept. 10th – Contractor to commence work
- 8) Nov. 21st – work completed

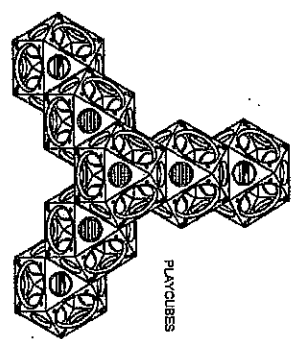
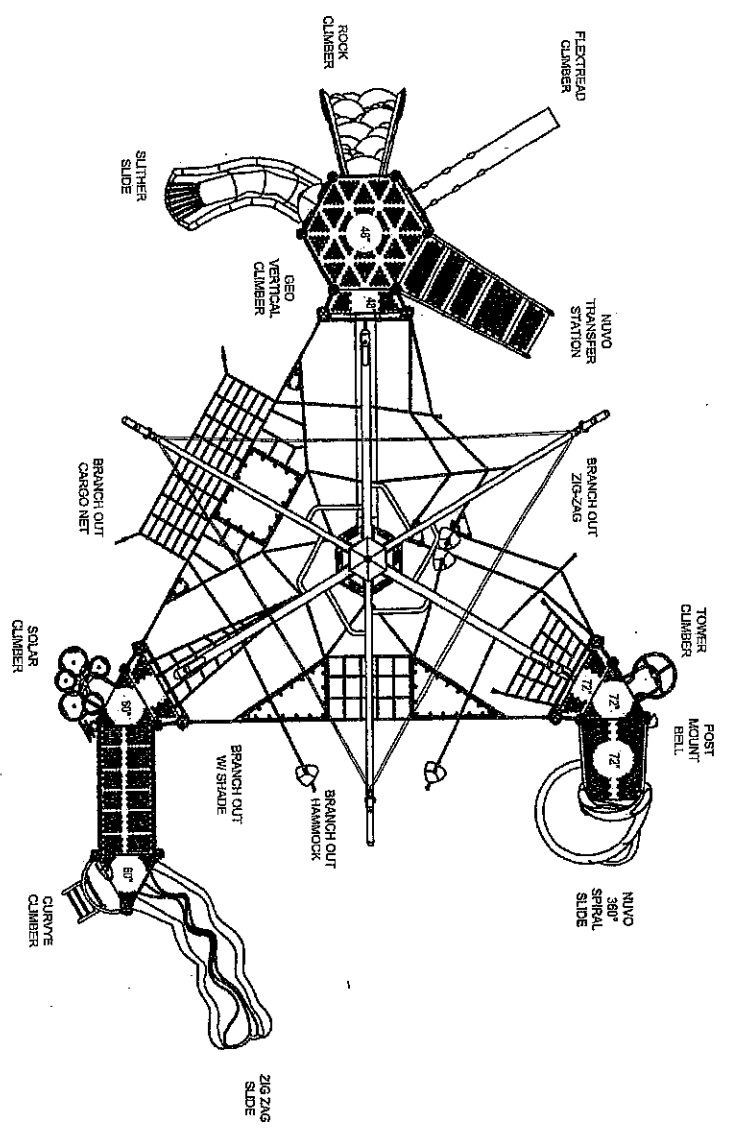
Rich to confirm with the state:

- 1) Confirm that we can order the play equipment & shade structure through the system per Ray including installing
- 2) Let the state know what the project scope is and how we intend to get there

Let me know if I've missed something and/or if I need to make corrections.

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3,070 SF



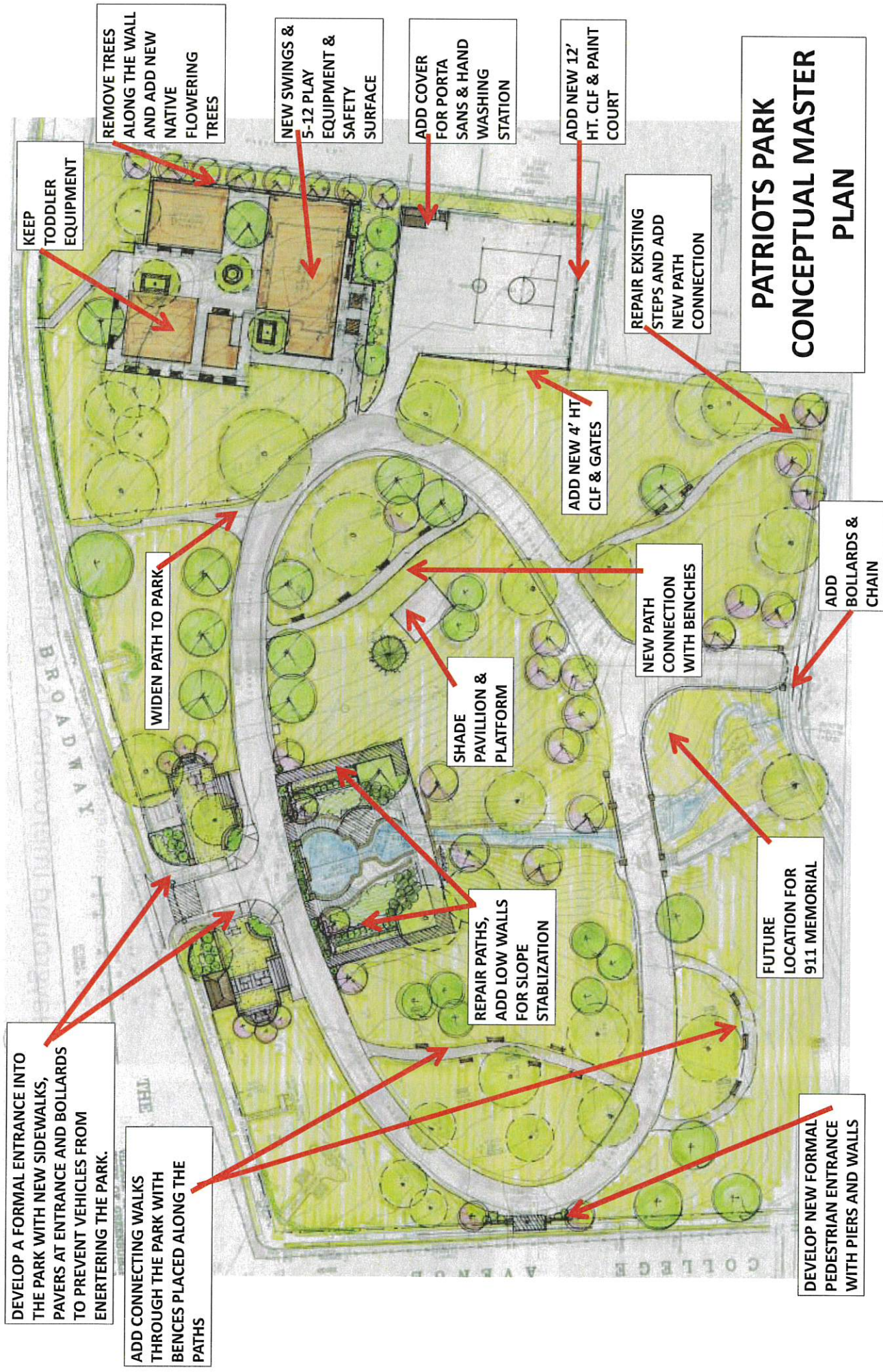
60'

17'

22'

25'

82'



PATRIOTS PARK CONCEPTUAL MASTER PLAN

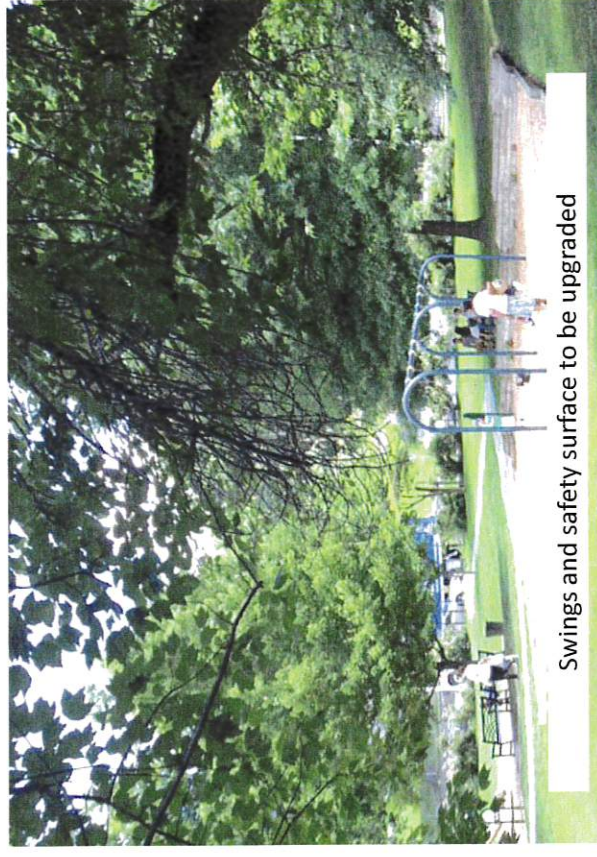
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Existing trees undermining wall



Existing Toddler Equipment to remain



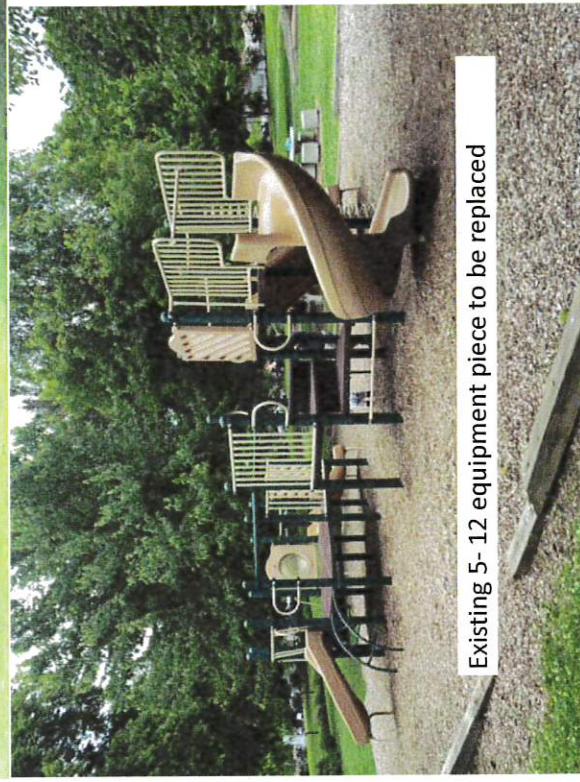
Swings and safety surface to be upgraded



Replace path location and material to comply with ADA



Level area and create seating area

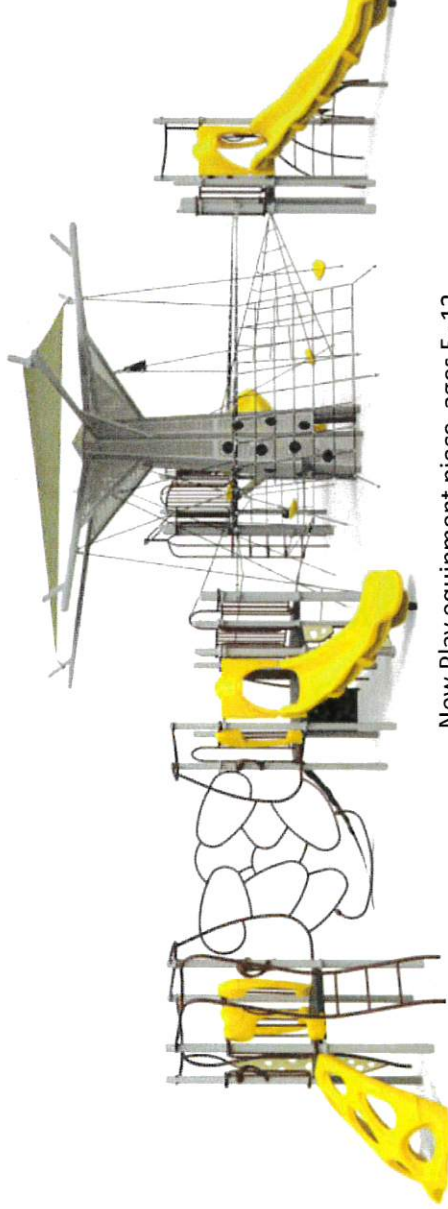


Existing 5- 12 equipment piece to be replaced

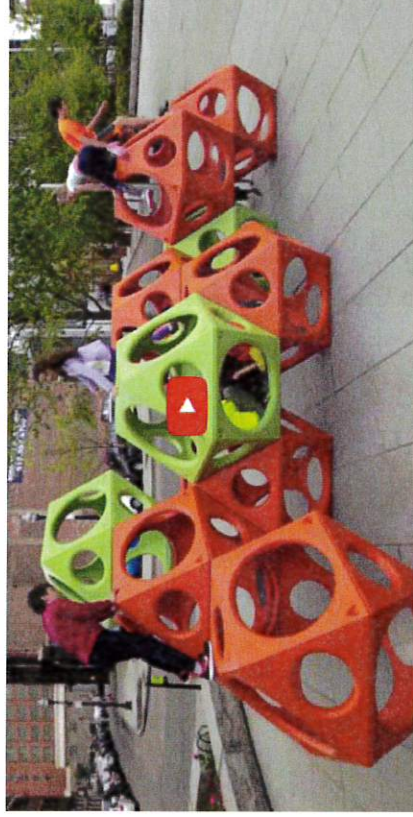
Priority Focus is playground improvements & Shade Pavilion Phase I of Master Plan



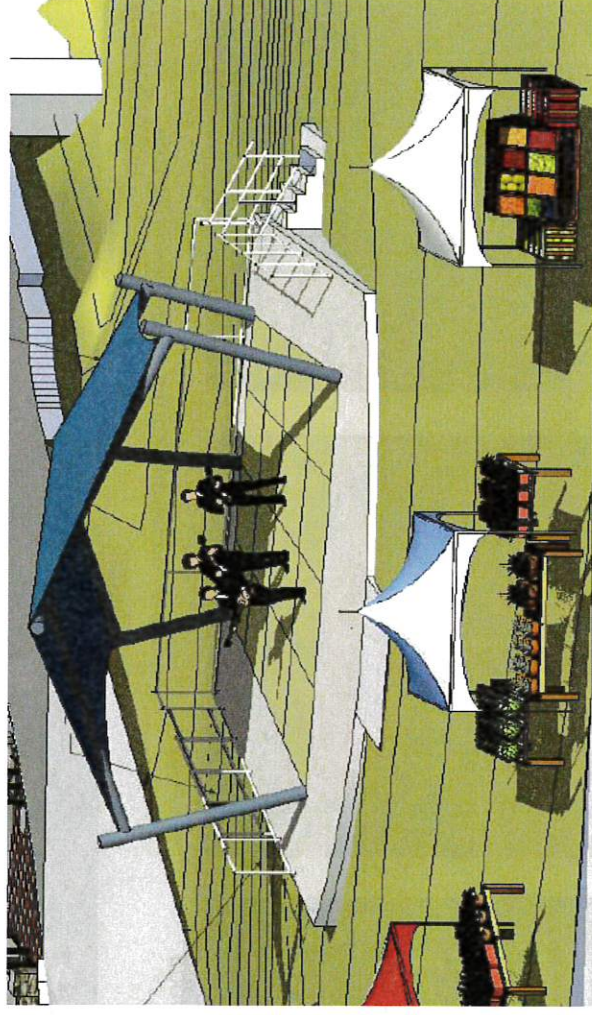
Sails



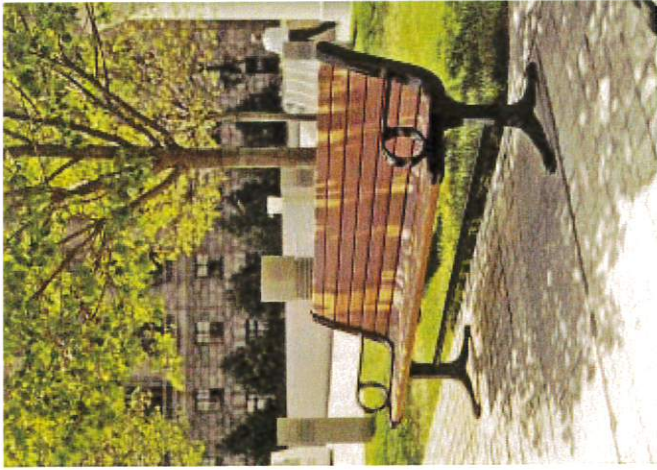
New Play equipment piece ages 5- 12



Transitional Cube Play Piece



Shade sail cloth Pavilion



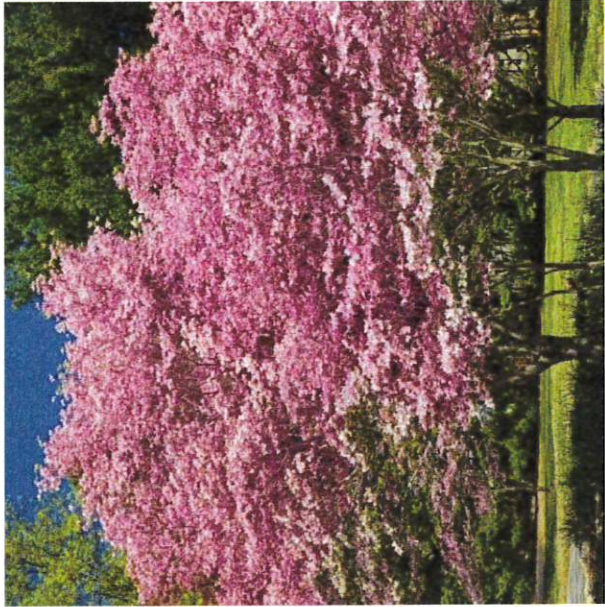
Proposed Bench Style



Bird magnet – Gray Dogwood



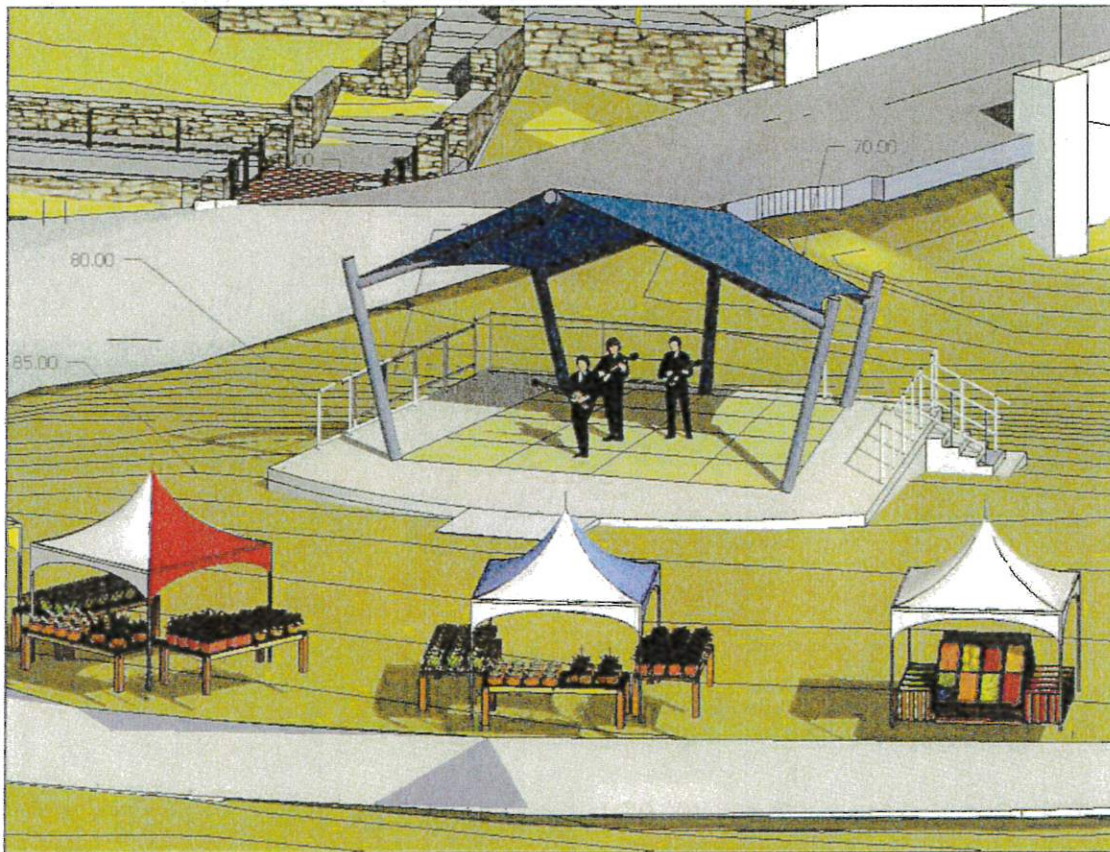
Shadblow – in fall and spring native flowering tree



Flowering native trees – dogwood & redbud



March, 2018



Pavilion by Polygon
Patriots Park Improvements
Village of Tarrytown, NY

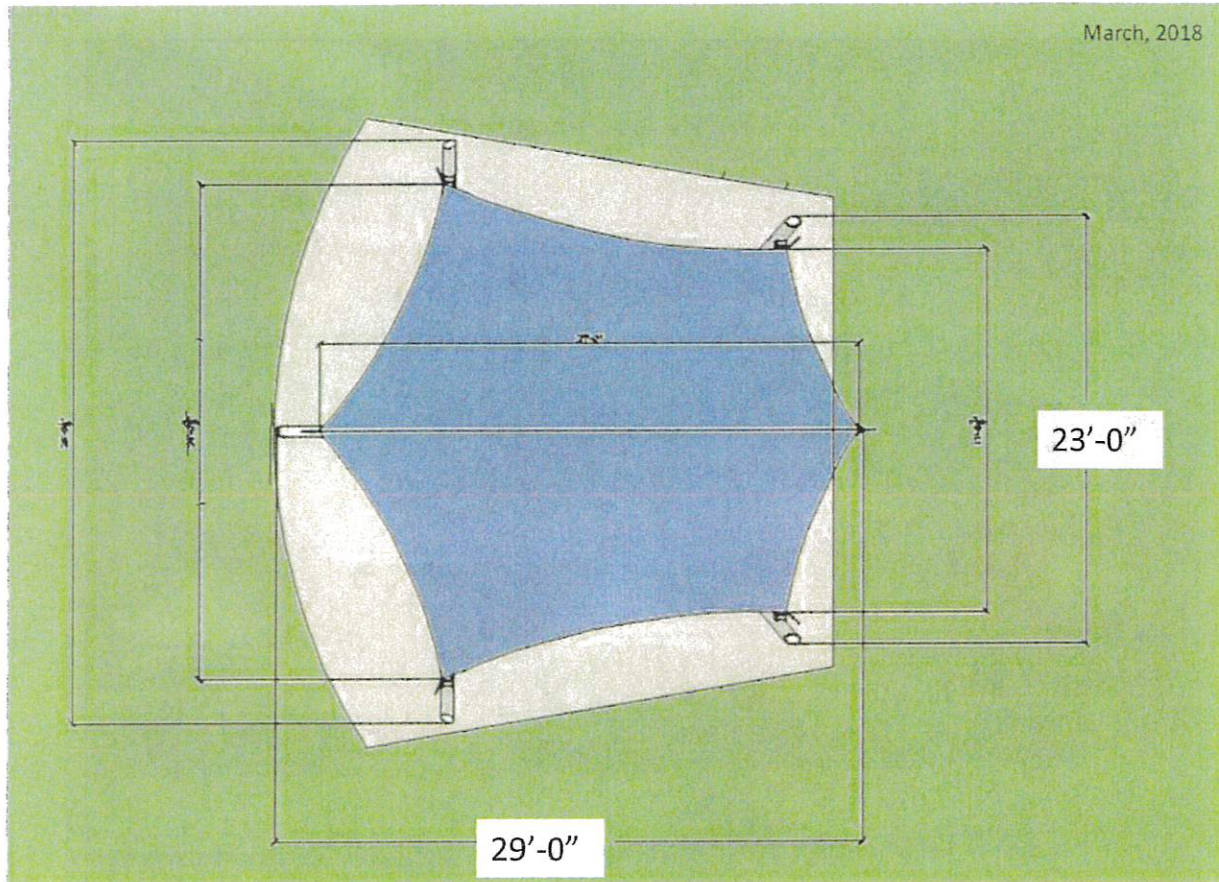


Munz Associates, PLLC
Architecture & Landscape Architecture, PLLC
Tel (914) 358-5450 Fax. (914) 358-5451

poligon
FABRIC
SK-1

9

March, 2018



1
L-3.50

CONSTRUCTION PLAN

SCALE: 1/4" = 1'-0"



Munz Associates, PLLC

Architecture & Landscape Architecture, PLLC

Tel (914) 358-5450 Fax. (914) 358-5451

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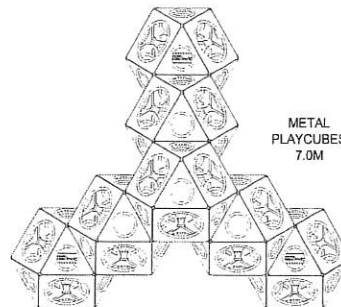
Sculpture Playgrounds: PlayCubes™

School-Age

NEW
2018

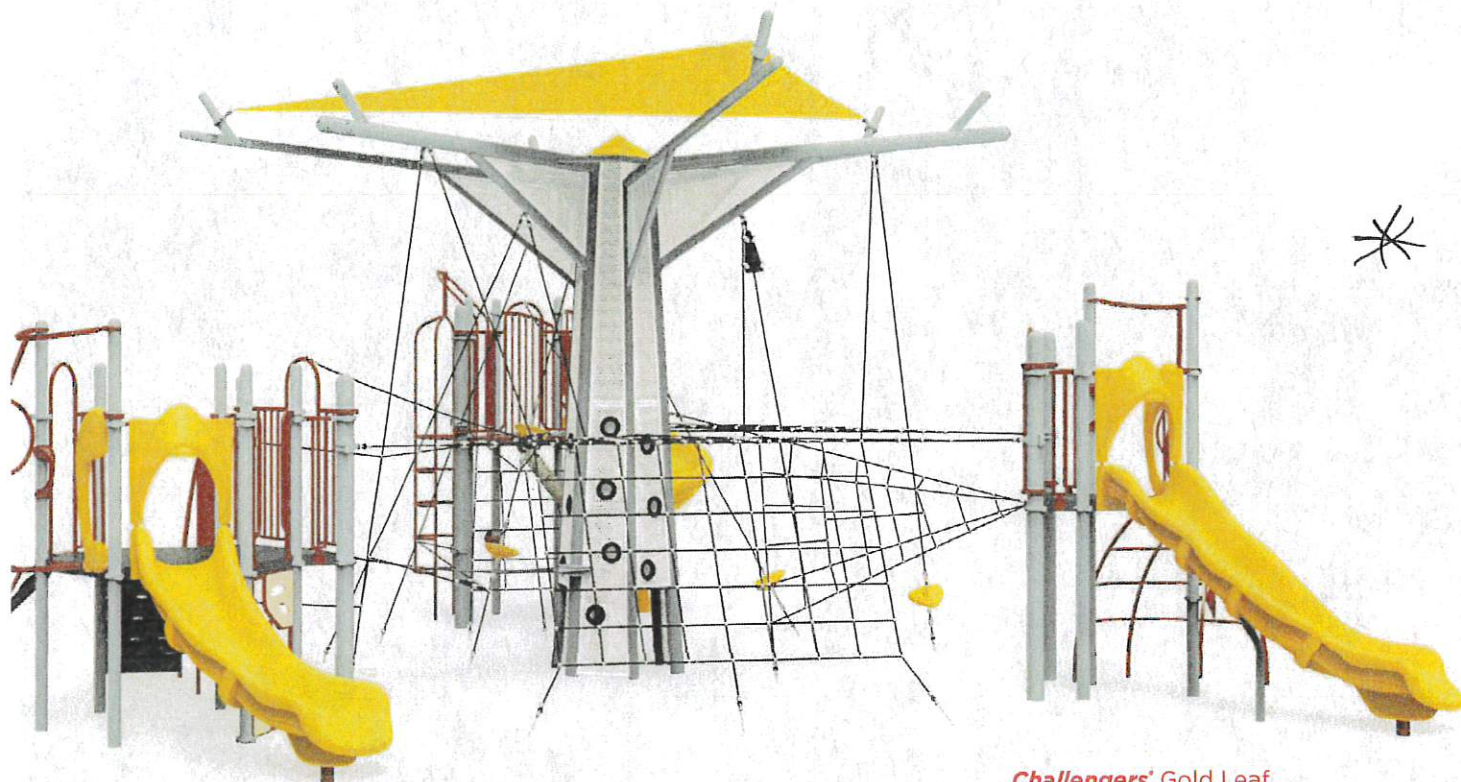
PlayCubes™ 7.0M
PLAYCUBES-7M • AGES: 5-12

These geometric, sculptural structures are instant conversation starters—encouraging people to come together and play on, around, and through. Now all PlayCubes™ configurations are available in both metal and traditional plastic to meet the demands of urban or residential play spaces!



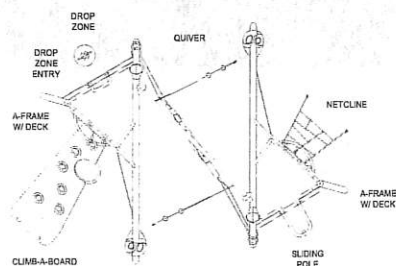
Description	Item Number	Ages	Space Required	Size	Fall Height	Play Events	Child Capacity*	Install Hours	Weight	ADA	ASTM F1487	CPSC Pub. 225	CAH/C2A-1214	EN1176
7.0M (Metal) PlayCubes™	PLAYCUBES-7M	5-12	27' 0" x 25' 0" (8,23m x 7,62m)	14' 11" x 12' 11" x 8' 3" (4,55m x 3,94m x 2,51m)	8' 3" (2,51m)	7	27	16.75	2031 lbs (921 kg)	*	*	*	*	*
7.0 (Plastic) PlayCubes™	PLAYCUBES-7	5-12	27' 0" x 25' 0" (8,23m x 7,62m)	14' 11" x 13' 0" x 8' 2" (4,55m x 3,96m x 2,49m)	8' 2" (2,49m)	7	27	9.75	851 lbs (386 kg)	*	*	*	*	+

20 *Child capacity numbers provided for your reference using our professional judgment as no current industry standard exists. All play equipment must be installed over an impact-absorbing surface. +CSA and EN compliant versions available. See your Playworld representative for more information.



Challengers' Gold Leaf

350-1709 • AGES: 5-12



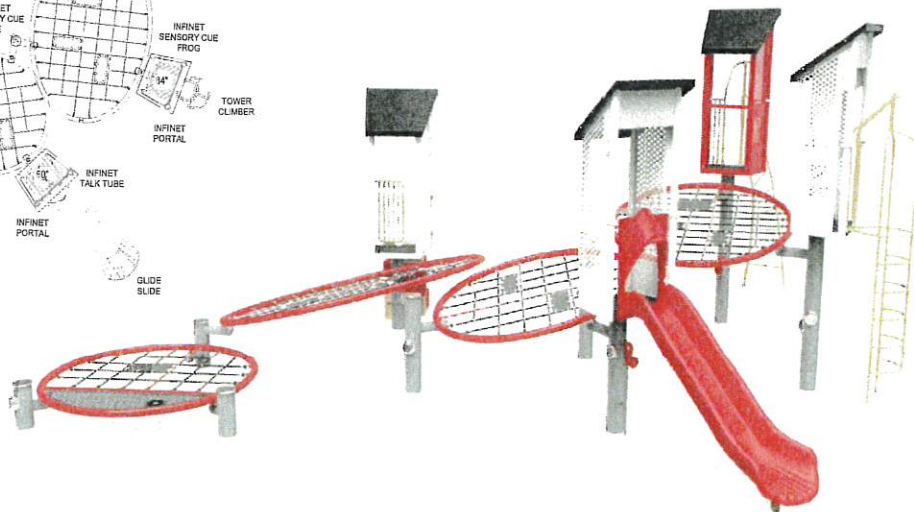
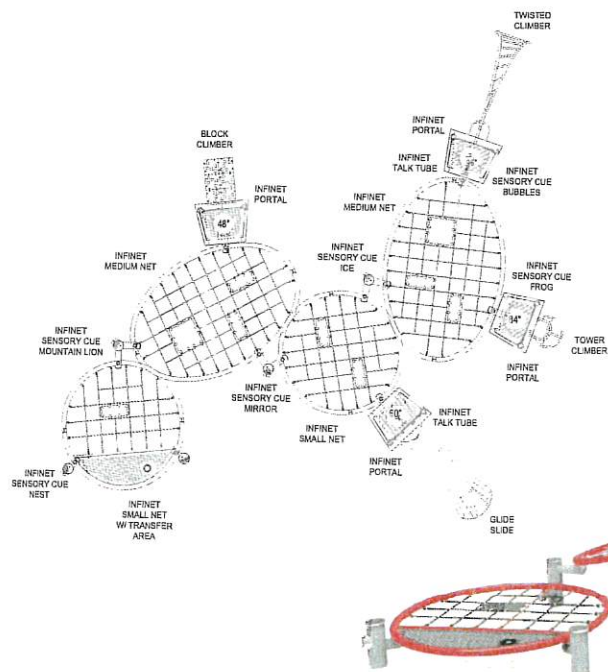
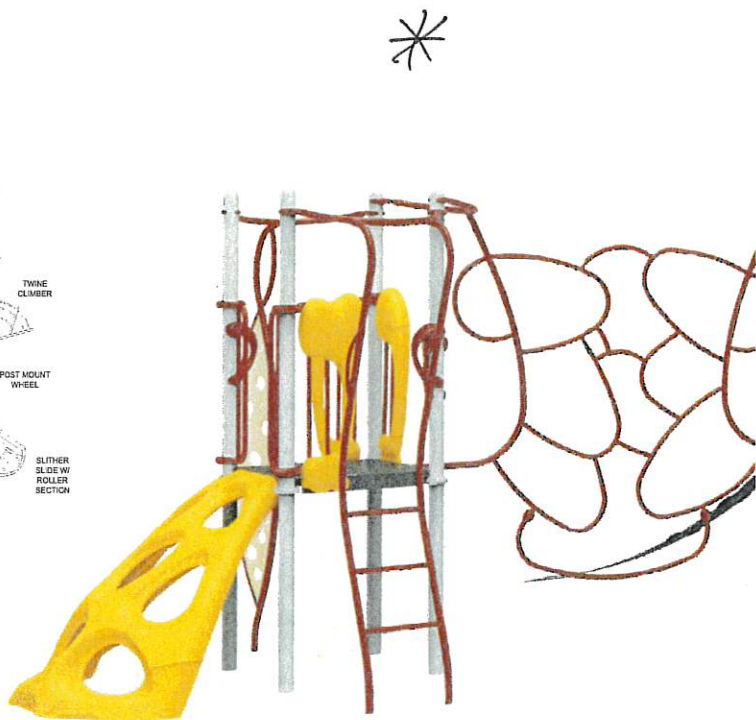
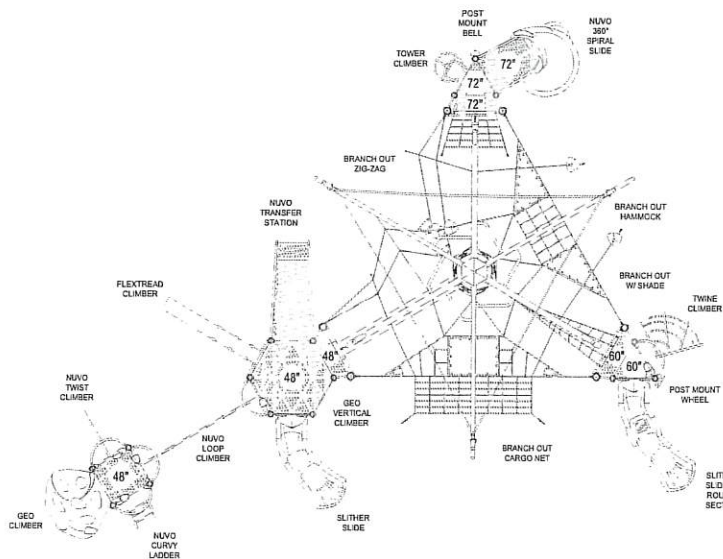
Unity Connect UC-1730

UC-1730 • AGES: 5-12

Description	Item Number	Ages	Space Required	Size	Fall Height	Play Events	Child Capacity*	Install Hours	Weight	ADA	ASTM F1487	CPSC Pub. 325	CAH/CES-2011	BS1176
Gold Leaf Challengers®	350-1709	5-12	59' 3" x 48' 8" (18,06m x 14,83m)	47' 6" x 36' 8" x 16' 3" (14,48m x 11,18m x 4,95m)	7' 0" (2,13m)	22	73	111	6637 lbs (3010 kg)	•	•	•	•	•
UC-1730 Unity® Connect	UC-1730	5-12	34' 10" x 27' 11" (10,62m x 8,51m)	22' 9" x 15' 11" x 14' 9" (6,93m x 4,85m x 4,5m)	8' 2" (2,49m)	9	57	40.75	2681 lbs (1216 kg)	•	•	•	•	•

Modern Playgrounds

School-Age



NEW 2018

infiNET™ INET-1725
INET-1725 • AGES: 5-12

Description	Item Number	Ages	Space Required	Size	Fall Height	Play Events	Child Capacity*	Install Hours	Weight	ADA	ASTM F1487	CPSC Pub. 325	CAHPS 2514	EN 1176
INET-1725 infiNET™	INET-1725	5-12	45' 10" x 44' 6" (13,97m x 13,56m)	33' 10" x 32' 4" x 16' 0" (10,31m x 9,85m x 4,88m)	8' 0" (2,44m)	15	67	64	4989 lbs (2263 kg)					

LICENSE AGREEMENT

THIS LICENSE AGREEMENT is entered into this 29th day of May, 2018 by and between the Village of Tarrytown, a municipal corporation organized and existing under the laws of the State of New York (hereinafter "Village" or "Licensor"), and Anthony and Molly Canu, the owners of the property located at 104 Central Avenue, Mamaroneck, New York 10591, otherwise known as Section 1.40, Block 16, Lot 24 (hereinafter "Licensees" and "Licensees' Property" respectively). A copy of the approved Site Plan for Licensees' Property is annexed hereto as Exhibit A.

For and in consideration of the mutual promises herein contained, the parties agree as follows:

Section 1: Grant of License; Description of Premises

Licensor hereby grants to Licensee a license to occupy and use, subject to all of the terms and conditions hereof, the two sections of Village-owned property located adjacent to the Licensee's Property at 104 Central described as: (1) a strip of Village owned land running adjacent to the Licensees' easterly lot line parallel to Ann Street/Linden Place for 21'9" and extending 2'0" from the Licensees' Property, and (2) a strip of Village owned land running adjacent to the structure's northerly side parallel to Central Avenue for 36'2" and extending 2'4" from the Licensees' Property (together hereinafter the "Subject Property"), so that Licensees may install and maintain **six (6) planters, one (1) ADA compliant concrete entry ramp/platform, and one (1) concrete entry steps** on said Subject Property as shown on Exhibit "A". Said installation of ADA accessible ramp, steps and planters must satisfy all other requirements set forth in the Village Code.

Section 2: Transferability

This License Agreement is non-transferable, except to an assignee/lessee/transferee to the Licensee's Property.

Section 3: Limitation to Described Purpose

The Subject Property may be occupied and used by Licensees solely and exclusively for the purpose of installation, maintenance, repair and use of said **planters, ADA compliant concrete entry ramp/platform, and concrete entry steps as shown on Exhibit "A"**.

Section 4: Duration and Termination

This License Agreement shall commence on the 29th day of May (month), 2018. Licensor may cancel this License Agreement upon thirty (30) days written notice to Licensees should Licensor determine, in its sole discretion, it is in the Village's best interest or if the Licensor needs to use the Subject Property for the construction, installation, repair or maintenance of any

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utilities, sidewalk(s) or street improvements(s) located or to be located in, on or under the Subject Property. Should Licensor exercise this right of termination, Licensees shall remove their **planters, ADA compliant concrete entry platform, and concrete entry steps**, and restore the Subject Property solely at their own cost and expense, and restore the Subject Property to the previous condition within 30 days of receipt of Village's written notice herein. Licensees may cancel this License Agreement solely at their own cost and expense, restoring the Subject Property to the previous condition, and thereafter providing the Village written notification that they have cancelled the License Agreement. The term of the license granted hereunder shall be for five (5) years, renewable for two additional terms of five (5) years each, and shall be renewable by the Village on an annual basis or for such other term.

Section 5: Access

Licensor retains the right to access any portion of the Subject Property for any governmental purpose upon one (1) day written notice to Licensees, except that Licensor shall have the right to immediately access said portion of the Subject Property in the event of an emergency. In the event the Licensor accesses the Subject Property, without cancelling this License Agreement, Licensor shall make its best efforts to restore any portion of the Subject Property disturbed but shall have no obligation to repair any portion of the Subject Property damaged as a result of Licensor carrying out any of its governmental functions.

Section 6: Indemnification/ Hold harmless

In exchange for the granting of this License Agreement, the Licensee agrees to release, defend, indemnify and hold the Village, and its agents, servants, employees and volunteers harmless from and against all claims of any nature whatsoever, including reasonable attorney fees and liability, arising out of or in connection with this agreement and/or all losses, claims, actions and damages suffered by any person or entity by reason of or resulting from any negligent, reckless, or intentional act or omission of the Licensees, their agents, assigns, heirs, employees, invitees, contractors, and any of their sub-contractors in connection with use of the Subject Property. On behalf of the Licensee, and any estate, assigns and heirs, Licensees do hereby indemnify and hold the Licensor, their trustees, officials, officers, agents, employees and volunteers harmless from any damage or liability incurred by the Licensor or others as a result of this agreement for any costs or expenses including, but not limited to, hospital and medical expenses, legal defense costs as well as settlements, judgments, fines and penalties of any nature whatsoever which may be incurred as a result of this agreement. Further, it is expressly understood that such indemnity of the Licensor shall not be limited by reason of enumeration of any insurance coverage provided.

Section 7: Written Agreement as Entire Understanding of Parties

This License Agreement embodies the entire understanding of the parties and there are no further or other agreements or understandings, written or oral, in effect between the parties, relating to the subject matter hereof. Any amendment to this License Agreement shall be done in writing and executed by the parties.

Section 8: Delivery of Notices

Any notice mailed or delivered to Anthony and Molly Canu, 104 Central Avenue, Tarrytown, NY 10591 shall be notice to Licensee hereunder. Any notice mailed or delivered to Village of Tarrytown c/o Village Administrator's Office, One Depot Plaza, Tarrytown, NY 10591 or the new address for the Village Administrator's Office should the current address change, shall be notice to Licensors hereunder.

Section 9: No Warranty

Village does not warrant title to the Subject Property nor does Village make any representations that the Subject Property is satisfactory for the uses by Licensees herein.

Section 10: Accommodation

The permission granted to Licensees under this License Agreement is given by Licensors to Licensees as an accommodation. Further, Licensees hereby acknowledge the Village's rights to the Subject Property, and agree to never assail, resist, or deny such rights by virtue of Licensees' occupancy or use of the Subject Property under this License Agreement.

Section 11: Effective Date

This License Agreement shall become effective upon full execution by both parties ("Effective Date").

Section 12: Insurance Coverage

This subject property shall be added to the Licensees' liability and property damage insurance coverage for a minimum amount of One Million Dollars (\$1,000,000), and all of the licensed public liability and property damage policies shall name the Village of Tarrytown as an additional named insured and shall include a thirty-day notice of cancellation clause. A policy of insurance shall be filed with the Village Administrator.

Section 13: Fee

In exchange for this license, the Licensees shall make an annual payment to the Village each year for the duration of this agreement in the amounts set forth herein. Each payment shall be made on or before each anniversary of this License Agreement's Effective Date. The initial payment due upon execution of this agreement shall be in the amount equal to seven-hundred dollars (\$700) and each such annual payment subsequently shall be in the amount of previous year's payment plus an additional two-percent (2%) of that previous year's amount. Failure to make the requisite payment prior to the anniversary of this License

Agreement's Effective Date shall constitute immediate revocation of this license and the Licensees shall be required to remove any and all property or improvements within or upon the Subject Property and restore the Subject Property to its original condition, at Licensees' sole cost and expense, as directed by the Licensor.

Section 14: Maintenance

Licensee shall maintain, at its sole cost and expense, the **planters, ADA compliant concrete entry platform/ramp, and concrete entry steps** and shall be responsible for keeping it in good condition and repair in an esthetically pleasing manner, including removal of snow and ice. Should the Village direct the Licensee to upkeep the **planters, ADA compliant concrete entry platform/ramp, and concrete entry steps**, said upkeep shall be done in a timely fashion.

IN WITNESS WHEREOF, the undersigned have caused this License Agreement to be executed as of the Effective Date.

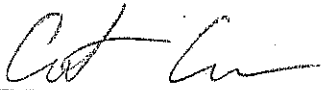
11

For the Licensor
Village of Tarrytown, New York

Richard C. Slingerland
Village Administrator

Dated: _____

For the Licensee



Anthony Conu Owner
Print Name and Title

Dated: 5/29/2018

STATE OF NEW YORK)

ss:

COUNTY OF WESTCHESTER)

On the ____ day of _____ in the year 2018 before me, the undersigned, a Notary Public in and for said State, personally appeared Richard C. Slingerland personally known to me or proved to me on the basis of satisfactory evidence to be the individual and Village Administrator 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 the person upon behalf of which the individual acted, executed the instrument.

Notary Public

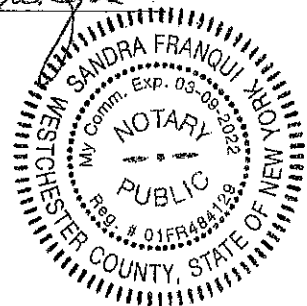
STATE OF NEW YORK)

ss:

COUNTY OF WESTCHESTER)

On the 29th day of May in the year 2018 before me, the undersigned, a Notary Public in and for said State, personally appeared ANTHONY CAWU, 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 the person upon behalf of which the individual acted, executed the instrument.

Notary Public

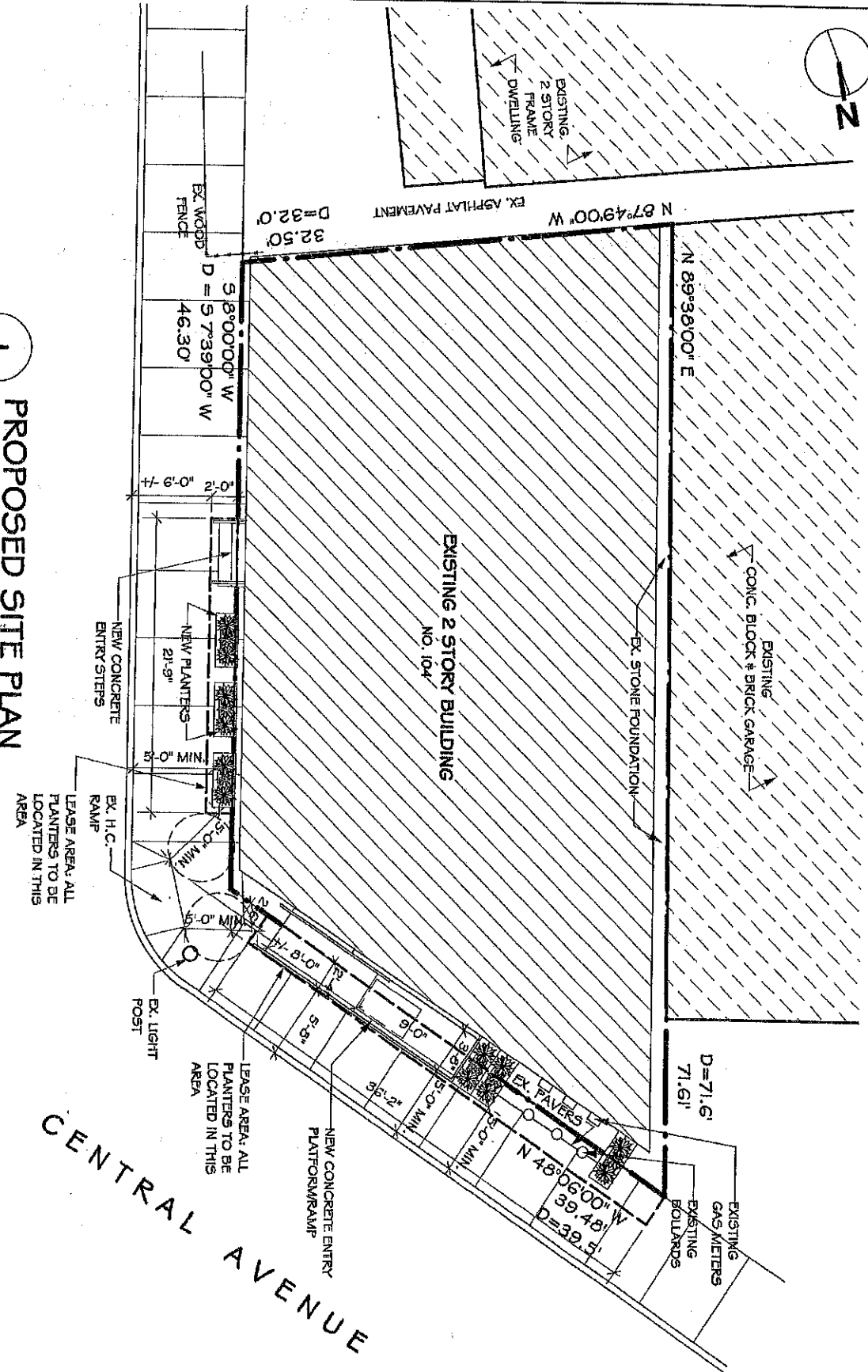




1

PROPOSED SITE PLAN

Scale: 1" = 10 ft



Project Title

PROPOSED RENOVATION OF EXISTING FIRST FLOOR

Address:

104 CENTRAL AVENUE, TARRYTOWN, NY 10591

Project #

1707

Date

05/09/18

Drawn By

PFG

Sheet Title

PROPOSED SITE PLAN

Proposed Site Plan

333 Westchester Avenue, South Building, Suite 303
White Plains, N.Y. 10604
TEL (914) 682 3381

Drawing #

A-001

PETER F. GAITO & ASSOCIATES
ARCHITECTS | ENGINEERS | PLANNERS

www.pfga.net



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/29/2018

PRODUCER ISU Hoffman Agency 368 Washington St Wellesley, MA 02481-6206 781.235.0087	THIS CERTIFICATION IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
INSURED Anthony Cantr 104 Central Ave Tarrytown, NY 10591-	INSURERS AFFORDING COVERAGE INSURER A: Philadelphia Indemnity Insurance Company INSURER B: INSURER C: INSURER D: INSURER E:
	NAIC # 18058

COVERAGES

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS												
A	X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> PROFESSIONAL LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	PHPK1753802-000	12/20/2017	12/20/2018	<table border="1"><tr><td>EACH OCCURRENCE</td><td>\$1,000,000</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$100,000</td></tr><tr><td>MED EXP (Any one person)</td><td>\$2,500</td></tr><tr><td>PERSONAL & ADV INJURY</td><td>\$1,000,000</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$3,000,000</td></tr><tr><td>PRODUCTS - COMP/OP AGG</td><td>\$3,000,000</td></tr></table>	EACH OCCURRENCE	\$1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$100,000	MED EXP (Any one person)	\$2,500	PERSONAL & ADV INJURY	\$1,000,000	GENERAL AGGREGATE	\$3,000,000	PRODUCTS - COMP/OP AGG	\$3,000,000
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GENERAL AGGREGATE	\$3,000,000																	
PRODUCTS - COMP/OP AGG	\$3,000,000																	
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALLOWED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				<table border="1"><tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td></td></tr><tr><td>BODILY INJURY (Per person)</td><td></td></tr><tr><td>BODILY INJURY (Per accident)</td><td></td></tr><tr><td>PROPERTY DAMAGE (Per accident)</td><td></td></tr></table>	COMBINED SINGLE LIMIT (Ea accident)		BODILY INJURY (Per person)		BODILY INJURY (Per accident)		PROPERTY DAMAGE (Per accident)					
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BODILY INJURY (Per accident)																		
PROPERTY DAMAGE (Per accident)																		
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				<table border="1"><tr><td>AUTO ONLY - EA ACCIDENT</td><td></td></tr><tr><td>OTHER THAN AUTO ONLY: EA ACC</td><td></td></tr><tr><td>AGG</td><td></td></tr></table>	AUTO ONLY - EA ACCIDENT		OTHER THAN AUTO ONLY: EA ACC		AGG							
AUTO ONLY - EA ACCIDENT																		
OTHER THAN AUTO ONLY: EA ACC																		
AGG																		
		EXCESS / UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION				<table border="1"><tr><td>EACH OCCURRENCE</td><td></td></tr><tr><td>AGGREGATE</td><td></td></tr><tr><td></td><td></td></tr><tr><td></td><td></td></tr></table>	EACH OCCURRENCE		AGGREGATE									
EACH OCCURRENCE																		
AGGREGATE																		
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N <input type="checkbox"/> (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below OTHER				<table border="1"><tr><td>WC STATUTORY LIMITS</td><td>OTH-ER</td></tr><tr><td>E.L. EACH ACCIDENT</td><td></td></tr><tr><td>E.L. DISEASE - EA EMPLOYEE</td><td></td></tr><tr><td>E.L. DISEASE - POLICY LIMIT</td><td></td></tr></table>	WC STATUTORY LIMITS	OTH-ER	E.L. EACH ACCIDENT		E.L. DISEASE - EA EMPLOYEE		E.L. DISEASE - POLICY LIMIT					
WC STATUTORY LIMITS	OTH-ER																	
E.L. EACH ACCIDENT																		
E.L. DISEASE - EA EMPLOYEE																		
E.L. DISEASE - POLICY LIMIT																		
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS It is understood and agreed that the following entity is added as an additional insured but only with respect(s) to the operations of the named insured except that liability resulting from the additional insured's sole negligence.																		

CERTIFICATE HOLDER

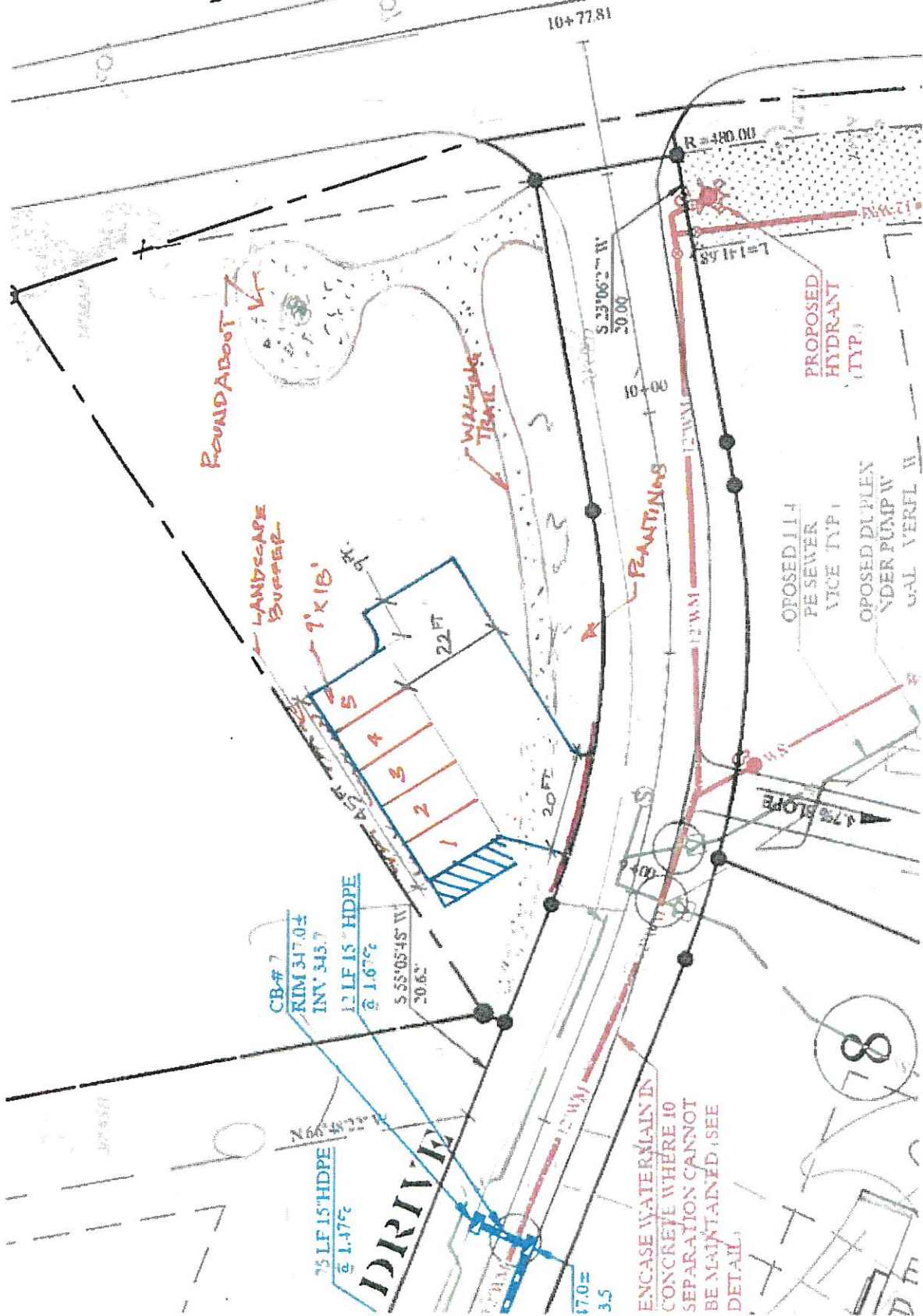
Village of Tarrytown
1 Depot Plz
Tarrytown, NY 10591-

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

TOWER HILL





AGREEMENT

This agreement is entered into this ____ day of _____, 2018 by and between the Village of Tarrytown, a municipal corporation organized and existing under the laws of the State of New York (hereinafter "Village"), and Robert Gonzalez (hereinafter "Applicant"), the owner of the property located at 22 Main Street, Tarrytown, New York 10591, known as Section 1.70, Block 34, Lot 9 on the Town of Greenburgh tax map (hereinafter "Property").

WHEREAS, the Applicant submitted Building Permit Application Number 2018-6064 to change the Property's use from an existing laundromat to a food service establishment (restaurant) within the Restrictive Retail RR Zoning District;

WHEREAS, the Applicant was issued a Letter of Permit Denial by the Village Engineer/Building Inspector dated February 5, 2018 which stated that the change of use required, among other things, approval from the Village Board of Trustees for the proposed realignment of street parking to accommodate the proposed access to the refuse area from John Street;

WHEREAS, the Applicant was referred to the Village Board of Trustees for authorization to make modifications to the public parking on John Street, which is Village property, including the proposed modifications to the street parking configuration and creation of a new curb cut as represented on the plans the Applicant submitted to the Board of Trustees attached as Exhibit "A";

WHEREAS, the Applicant obtained approval from the Tarrytown Zoning Board of Appeals for variances from Section 305-63.D(1) for 14 off-street parking spaces and Section 305-63.F(2)(e) for one off-street loading space, which plans approved by the Zoning Board of Appeals depict the proposed changes to the Village's right-of-way (see Exhibit "B");

WHEREAS, the Applicant seeks authorization from the Village Board of Trustees to modify the Village right-of-way as depicted on the plans attached as Exhibits "A" and "B" as follows: (a) relocating the four (4) parking spots on the west side of John Street nearest to Main Street six feet (6') in a southwardly direction and away from the intersection of John Street and Main Street in order to provide for safer fire truck access; (b) adding a four feet six inch (4'6") wide buffer space and curb cut on the west side of John Street between the fourth and fifth parking spaces from the John Street and Main Street intersection in order to accommodate a curb cut to provide access to the Property's refuse area by a private carting company; (c) eliminating two feet (2') of the existing buffer space between the south end of the fifth parking space from Main Street and the driveway at 11 John Street; (d) relocating two of the existing parking meters servicing parking spots as shown on Exhibits "A" and "B"; and (e) relocating the existing planter with a new tree along the westerly side of John Street shown on Exhibits "A" and "B" (collectively, the "Proposed Road Work");

WHEREAS, the Applicant has a pending site plan application before the Village Planning Board to change the Property's use from the laundromat to a food service establishment (restaurant), and in considering said application the Planning Board requires that the Applicant enter into an

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agreement with the Village to allow the Proposed Road Work on Village property prior to issuing any site plan approval; and

WHEREAS, the Village Board of Trustees recognizes that the Proposed Road Work will be an improvement to the health, safety and welfare of the community and will allow the Applicant to conduct refuse removal in a more efficient and less disruptive manner; and

NOW, THEREFORE, the Village agrees to grant the Applicant permission to conduct the Proposed Road Work within the Village right-of-way and upon the Village sidewalk in accordance with the following terms and conditions:

1. The applicant shall indemnify, defend, and hold harmless the Village and the Village's officers, agents, boards and employees from and against all suits, claims, actions or causes of action brought against the Village or the Village's officers, agents, boards and/or employees for any loss, injury, death or damage received or sustained by any party or parties arising from or resulting from this Agreement or the Proposed Road Work, except for any such loss, injury, death or damage that is caused by or results from the negligence or willful misconduct of the Village, its officers, agents, boards and/or employees.
2. The Applicant must apply for, obtain, and keep valid for the duration of any work authorized by this Agreement any approvals, permits, and/or other authorizations from any and all agencies, departments, or governing boards with jurisdiction over the Proposed Road Work. The Applicant and its contractors and subcontractors, at their sole cost and expense, shall comply with all federal, state and local laws and regulations applicable to this Agreement and shall procure all applicable licenses and permits necessary for the fulfillment of its obligations under this Agreement. All work done in furtherance of this Agreement by the Applicant and/or the Applicant's contractors and subcontractors must comply with the Village of Tarrytown Village Code.
3. In doing the Proposed Road Work, the Applicant must obtain any and all necessary permits and approvals from, and must comply with any requirements and conditions of, the Tarrytown Department of Public Works, Tarrytown Building Department, and Tarrytown Police Department. Any work done in furtherance of this Agreement must be inspected and approved by the Tarrytown Department of Public Works, Tarrytown Building Department, and the Tarrytown Police Department prior to the issuance of a building permit for any work that may be subsequently authorized by the Planning Board related to the change in use of the property from the existing laundromat to a food service establishment (restaurant), including for Building Permit Application Number 2018-6064.
4. The Applicant shall deposit with the Village a certified or bank check for \$10,000 prior to performing any work in furtherance of this Agreement. In the event that the Proposed Road Work is performed in a manner deemed incomplete, noncompliant with this Agreement or any other relevant laws, rules, or regulations governing such work, and/or unsatisfactory to the Village or any of its applicable boards, agencies, officers or

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departments, and the Applicant refuses and/or fails to remedy such deficiencies within 30 days of being notified of such by the Village in writing, the Village may apply said deposit towards the costs of completing, repairing, and/or modifying the work in order to remedy the identified deficiencies. In the event that the Village is required to perform or have performed any work as stated above, the Applicant shall be responsible for any cost incurred by the Village in excess of the \$10,000 deposit. Said deposit shall be returned, either in full or in part as provided herein, to the Applicant by the Village within 30 days of the Proposed Road Work being completed and approved by the Village and any of its boards, officers, agencies or departments with review authority of the Proposed Road Work.

5. This Agreement shall commence upon the date it is fully-executed and shall terminate upon the issuance of a building permit for the proposed change in use as contemplated in paragraph 3 above or one year from the date of this Agreement, whichever is earlier. The Applicant may request the Village Board of Trustees grant extensions of this Agreement in 3-month intervals upon a showing of good cause as to why the Applicant has yet to complete the Proposed Road Work and demonstrating that the Applicant is diligently pursuing the Proposed Road Work. Upon such showing, the Village Board of Trustees shall not unreasonably deny this request.

6. This Agreement embodies the entire understanding of the parties and there are no further or other agreements or understandings, written or oral, in effect between the parties, relating to the subject matter hereof. Any amendment to this Agreement shall be done in writing and executed by the parties.


7. This Agreement conveys only the right to access and modify the Village's right-of-way and sidewalk to perform the Proposed Road Work as shown on Exhibits "A" and "B" and as described above. As noted above, the Applicant must obtain any and all necessary permits and approvals related to the Proposed Road Work. The rights granted to the Applicant under this Agreement are an accommodation and in no way constitute a waiver or forfeiture by the Village of any property rights. Applicant hereby acknowledges the Village's rights to the property on which all the Proposed Road Work will be conducted and agrees to never assail, resist, or deny such rights by virtue of the Applicant's work or use of said property under this agreement.

8. The Applicant may not assign any of the rights or obligations under this Agreement without the prior written consent of the Village.

9. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of New York. In the event a dispute arises out of or in connection with this Agreement, the Parties will attempt to resolve the dispute through friendly consultation. To the extent such disputes cannot be resolved amicably, the parties consent that the Supreme Court of the State of New York, Westchester County shall have jurisdiction over all such claims.

10. The waiver of any part of a breach of any provisions of this Agreement by the other party must be in writing and shall not operate or be construed as a waiver of any subsequent breach by such other party.

11. This agreement may be executed in counterparts or by electronic signature all of which shall be deemed originals.



Robert Gonzalez

5/29/18

Date

Richard Stingerland, Village Administrator

Date

STATE OF NEW YORK)
COUNTY OF WESTCHESTER)

On the 29th day of May, 2018, before me the undersigned, personally appeared ROBERT GONZALEZ personally known to me or proved to me on the basis of satisfactory evidence, to be the individuals whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their capacity, and that by their signatures on the instrument, the individuals or the person on whose behalf of which the individuals acted, executed the instrument.

Carol A Booth
Notary Public

CAROL A BOOTH
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01B06117482
Qualified in Westchester County
My Commission Expires October 25, 2020

STATE OF NEW YORK)
COUNTY OF WESTCHESTER)

On the ____ day of _____, 2018, before me the undersigned, personally appeared RICHARD M. SLINGERLAND 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 the person on whose behalf of which the individual acted, executed the instrument.

Notary Public

ADDITIONAL WORK - GROVE STREET / LEROY AVENUE
ITEMS AND PRICES

Item #	Estimated Quantity	Unit	Description	Unit Price (In Words) The Unit Price of:	Unit Price (Figures)	Extended Amount (Figures)
4.02	200	CY	Select Fill	per CY	\$77.00	\$15,400.00
5.01	100	CY	Additional Earth Excavation and Disposal	per CY	\$55.00	\$5,500.00
5.04	15	CY	Additional Sand for Select Bedding and Select Backfill	per CY	\$84.00	\$1,260.00
5.05	100	CY	Additional Crushed Stone for Select Bedding and Backfill	per CY	\$77.00	\$7,700.00
5.06	50	CY	Controlled Low Density Backfill Material (CLSM)	per CY	\$250.00	\$12,500.00
7.03	2	EA	Lawn Inlets (Private Property)	per EA	\$2,800.00	\$5,600.00

ADDITIONAL WORK - GROVE STREET / LEROY AVENUE
ITEMS AND PRICES

Item #	Estimated Quantity	Unit	Description	Unit Price (In Words)	Unit Price (Figures)	Extended Amount (Figures)
10.04	600	SY	Permanent Pavement Replacement - Village Roads	The Unit Price of: per SY	\$94.00	\$56,400.00
11.01	200	LF	Concrete Curb - Village Roads	The Unit Price of: per LF	\$34.00	\$6,800.00
11.04g	20	LF	Stone Curb Removed and Reset	The Unit Price of: per LF	\$125.00	\$2,500.00
100	278	LF	Dual 24" HDPE	The Unit Price of: per LF	\$310.00	\$86,180.00
200	161	LF	34X53 Elliptical RCP	The Unit Price of: per LF	\$410.00	\$66,010.00
300	1	EA	MANHOLE 14	The Unit Price of: per EA	\$7,600.00	\$7,600.00

ADDITIONAL WORK - GROVE STREET / LEROY AVENUE
ITEMS AND PRICES

Item #	Estimated Quantity	Unit	Description	Unit Price (In Words)	Unit Price (Figures)	Extended Amount (Figures)
400	1	EA	MANHOLE 13	The Unit Price of: per EA	\$8,100.00	\$8,100.00
500	1	LF	MANHOLE JV 12	The Unit Price of: per EA	\$21,000.00	\$21,000.00
600	1	LS	REPAIR EXISTING HEADWALL	The Unit Price of: per LS	\$2,600.00	\$2,600.00

Total Written in Figures:

\$428,325.00

Total Amount in Words



16
Octagon 10 Office Center
1719 Route 10, Suite 225
Parsippany, New Jersey 07054

Professional Consulting, llc.

Phone: 973.683.0044
Fax: 973.683.0077

May 31, 2018

Howard Wessells, Jr.
Superintendent DPW
Village of Tarrytown
One Depot Plaza
Tarrytown, NY 10591

RE: Additional coating of HS tank interior
Contract No. 2016-06B (REBID 2016-06)
Rehabilitation of Water Storage Tanks and Benedict Avenue Interconnection
Chamber
PCI No. 433O

Dear Howard:

As you are aware, the above referenced water tank rehabilitation project is in progress. Exterior paint coating of High Service Tank (HST), Low Service tank (LST), and Air Break Tank (ABT) have been completed. Contractor is currently working on the HST interior repairs and interior paint touchups.

HST interior paint coating work is approximately 25% complete. Based on the inspection of paint damage and spot-rust conditions, we estimate that approximately 2,000 sq. ft. of tank interior surface will require additional paint restoration and touchup. Many of the tank structural members are located above the water-line which are not protected by tank corrosion protection system. We recommend that rust conditions on these members should be removed, cleaned and repainted. We have negotiated with the contractor a 5% discount on his unit price for the additional interior painting. Based on the adjusted unit price, cost estimate for the additional painting and restoration work is \$105,000.

Since the scheduled painting on HST is near completion, we request your quick approval to complete the above described additional painting. Should you have any questions or require additional information, please do not hesitate to contact us.

Very truly yours,
PROFESSIONAL CONSULTING, LLC.

Arshad Jalil, P.E., BCEE
Principal

Legacy Supply LLC

14 Railroad Avenue, Valhalla, NY 10595
PHONE (914) 262-2048 - FAX 914-946-2355

Proposal Submitted To Village of Tarrytown - Howard Wessells		Phone (914) 862-1819	Date 5/30/18
Street One Depot Plaza		Email hwessells@tarrytowngov.com	
City, State and Zip Code Tarrytown, NY 10591		Job Name (24) 3/4" Services from 10" to 6"	
Architect	Date of Plans	Job Location	Job Phone

We Propose hereby to furnish material and labor - complete in accordance with specification below, for the sum of:

One Hundred Forty-two Thousand Two Hundred and 00/100

\$142,200.00

Payment to be made as follows:

Net 30

<p>All material is guaranteed to be as specified. All work to be completed in workmanlike manner according to standard practices. Any alteration or deviation from specifications below involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.</p>		<p>Authorized Signature <u><i>Rosa Lyons Cassidy</i></u></p> <p>Note: This proposal may be Withdrawn by us if not accepted within <u>30</u> days</p>	
<p><i>We hereby submit specifications to furnish necessary labor and materials to complete the following:</i></p> <p>Supply labor, material and equipment to complete (24) 3/4" water services; installation of 10" x 6" wet tap; completion of (1) 10" x 6" tie-in.</p> <p>Union labor/certified payroll provided.</p> <p style="text-align: right;">TOTAL: \$142,200.00</p> <p>OUR TERMS: Net 30</p>			
<p>ACCEPTANCE OF PROPOSAL - The above prices, specifications- And conditions are satisfactory and are hereby accepted. You are authorized to do work as specified. Payment will be made as outlined above.</p> <p>Date of Acceptance: _____</p>		<p>Signature _____</p> <p>Signature _____</p>	

Main Line Fire Protection Corp.

Automatic Sprinkler Systems

541 N. Highland Ave. Upper Nyack, NY 10960
Tel: (845) 268-5211 Fax: (845) 268-5696

June 5, 2018

Elizabeth Mascia Child Care Center
171 Sheldon Ave.
Tarrytown, NY 10591

Re: Fire Sprinkler Proposal
Project: Elizabeth Mascia Child Care Center - Tarrytown, NY

We hereby submit our proposal in the amount of Ten Thousand Five Hundred Dollars, (\$10,500.00) to add sprinkler heads in the classrooms on the 2nd floor at the above referenced project. This proposal is subject to the following: inclusions and exclusions.

Inclusions:

- Sprinkler Heads.
- Pipe, fittings and hangers.
- Tie into existing fire sprinkler system.
- General liability insurance and workmen's compensation.
- One year warranty on all materials and workmanship.

Exclusions:

- Plans and hydraulic calculations.
- Filing of plans.

Add/Alternate:

- Fire Sprinklers in Basement.....\$8,500.00

Sincerely Yours,

Michael Jevnik

Michael Jevnik



S&S FIRE SUPPRESSION SYSTEMS, INC.

a division of Davis-Ulmer

Contractors - Engineers

June 5, 2018

Via E-Mail: director@masciachildcare.org

Elizabeth Mascia Child Care Center, Inc.
171 Sheldon Avenue
Tarrytown, New York 10591
Attn: Ms. Deborah Fine

Re: Elizabeth Mascia Child Care Center, Inc.
171 Sheldon Avenue
Basement and 2nd Floors
Tarrytown, New York 10591
Proposal No. 180587

Dear Ms. Fine:

We propose to furnish all labor, material, supervision, etc., to furnish, relocate and install new sprinkler heads on the existing fire sprinkler system at the referenced site in areas indicated to be protected in accordance with sketch basement and 2nd floor drawings and site visit by myself June 4, 2018, for the sum of **Forty-Seven Thousand One Hundred Dollars (\$47,100.00)**.

Please note the following clarifications to our proposal:

1. All work shall be completed after normal business hours.
2. Our work starts with a tie-in to the existing sprinkler system in the basement.
3. We shall add sprinkler main, branch lines and heads in the basement and the second floors.
4. Sprinkler piping shall be installed exposed, below any hung ceilings.
5. Sprinkler heads shall be brass upright type heads with exposed pipe.
6. Sprinkler pipe 1 1/2" and smaller shall be black steel schedule-40 with threaded fittings. Pipe 2" and larger shall be schedule-10 black steel with grooved fittings.
7. All pipe hanging shall be in accordance with NFPA Standards.
8. We do not guarantee the integrity of the existing piping, valves, fittings, etc.
9. We include filing with the local Building Department.
10. Testing and final inspections are included as required.
11. S & S Fire Suppression, is not a Disadvantaged Business Enterprise. Furthermore, no DBE participation goals or requirements are included or inferred. Should this project involve DBE goals or requirements please advise in writing regarding the specific nature of those goals or requirements and specifically how they impact S & S Fire Suppression.

425 Western Highway
Tappan, New York 10983
www.snsfire.com

Phone: (845)365-2240
Fax: (845)365-2244

NYC Master Fire Suppression Lic. #0243A • Connecticut Fire Protection F-1 Lic. #00040137



S&S FIRE SUPPRESSION SYSTEMS, INC.

a division of Davis-Ulmer

Contractors - Engineers

Page-2-

Elizabeth Mascia Child Care Center

Proposal No. 180587

June 5, 2018

We exclude the following:

1. Asbestos abatement or working in an asbestos or lead environment.
2. Sprinkler protection in concealed combustible spaces, attics or porches.
3. Removal, repair or replacement of ceilings, walls, etc.
4. Fire standpipe modifications or additions.
5. Temporary protection or fire watch.
6. Phasing
7. Hydraulic upgrade of the existing sprinkler system.
8. Sprinkler work on the first floor.
9. Fire extinguishers and cabinets.
10. Protection of floors, walls, furniture, etc.
11. Factory Mutual requirements.
12. Anti-freeze or dry systems.
13. Separate floor zones for the sprinkler system.
14. Fire department connections.
15. Fire pump or storage tanks.
16. Fire alarm modifications or additions.
17. New York State Sales Tax. We must be provided with a Tax-Exempt Certificate for our records.

If you have any questions or require additional information, please feel free to contact us.

Very truly yours,

S&S Fire Suppression Systems, Inc.

Peter Russo

SECOND LEASE AMENDMENT

AGREEMENT dated as of the 1st day of July 2015 by and between the Village of Tarrytown, a municipal corporation, with offices at One Depot Plaza, Tarrytown, New York 10591 ("the Village") and Elizabeth Mascia Child Care Center, a New York Corporation, with offices at 171 Sheldon Avenue, Tarrytown New York 10591 ("EMCCC"). Tarrytown and EMCCC shall be collectively referred to herein as "the Parties".

WHEREAS, the Parties entered into a lease for premises located 171 Sheldon Avenue, Tarrytown, New York ("the Premises") dated April, 1985 ("the Lease"), and

WHEREAS, the Lease was amended by a further agreement dated the 30th day of March 1988 ("the First Amendment"), and

WHEREAS, by its terms the Lease expired on June 30, 2015, and

WHEREAS, the Parties wish to extend the Lease, as amended by the First Amendment, with additional modification,

NOW THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable considerations the Parties Agree as follows:

1. The term of the Lease is hereby extended for an additional Term from July 1, 2015 to June 30, 2040.
2. The Annual Rent shall be \$1.00 per year payable in advance on July 1 of each year of the Term.
3. Except as modified by this Second Lease Amendment the terms and conditions of the Lease as previously amended by the First Amendment shall remain in full force and effect.
- * 4. The Village and the EMCCC will work cooperatively to complete all of the repair/replacement items set forth in Schedule "A". The cost breakdown associated with the items is included in Schedule "A".
- * 5. During the Term the Village shall be responsible for continued repair and maintenance of the items set forth in Schedule "B". To the extent EMCCC agrees to undertake any such repairs, it may do so only after consultation with the Village Administrator and Village Building Inspector. In order to receive reimbursement of the cost for any repairs that may otherwise be the responsibility of the Village, EMCCC must present a copy of the proposed repair agreement to the Village Administrator for prior written approval and EMCCC shall be reimbursed upon providing proof that the repairs were completed and payment was made.

SCHEDULE A

1. Roof (main building) – Village 100%
2. Gutters – Village 100%
3. Leaders – Village 100%
4. Back porch – Village 50%/EMCCC 50%
5. Porch roof – Village 100%
6. Fire Escape – Village 50%/EMCCC 50%
7. Basement waterproofing – Village 50%/EMCCC 50%
8. Macadam sidewalks (front and sides) - Village 50%/EMCCC 50%
9. Furnace - Village 100%
10. Furnace to Heat the Basement Area – EMCCC 100%
11. Windows - Village 50%/EMCCC 50%
12. Repointing of exterior brick - Village 50%/EMCCC 50%

SCHEDULE B

1. Roof (main building and back porch)
2. Furnace/heating system (with the exception of the supplemental heating system in basement)
3. Structural maintenance and repairs (load bearing members including wood, brick, block and steel)
4. Repairs and/or maintenance of the drain, waste and vent (DWV) system, subject to the following condition. Should there be an issue with the DWV, the EMCCC shall first hire a licensed plumber to determine that the DWV is not simply clogged and if it is determined that the system is clogged, such a repair shall be the responsibility of the EMCCC. The EMCCC shall provide to the Village any information provided by the licensed plumber regarding his/her findings on repairs required to the DWV.
5. Maintenance and repair of fire escapes