

**VILLAGE OF TARRYTOWN
BOARD OF TRUSTEES
WORK SESSION 6:00 P.M.
WEDNESDAY, AUGUST 31, 2016
Tarrytown Village Hall
One Depot Plaza, Tarrytown, New York**

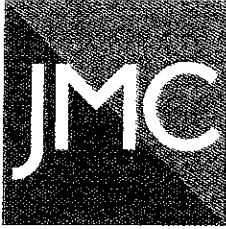
Board of Trustees Concerns

Open Session

1. Loh Park Flood Mitigation
2. Fire Chief Stipend
3. Water Rates
4. Contract – Pay-By-Phone
5. Historic Designations
6. Fishing Buttons
7. Resolution – Bicycle and Pedestrian Enhancements
8. Award of Bid – Renovation of Third Floor – Warner Library

Executive Session

- 1A. Fire Department Personnel – Mutual Aid
- 2A. Position Vacancies
- 3A. Permanent Part-Time Employee Salaries
- 4A. Court Officer
- 5A. Successor Collective Bargaining Agreement, Lieutenants' Union
- 6A. Building Inspector
- 7A. Senior Office Assistant – Police Department



Site Planning	Environmental Studies
Civil Engineering	Entitlements
Landscape Architecture	Construction Services
Land Surveying	3D Visualization
Transportation Engineering	Laser Scanning

Project: Drainage Investigation
Location: Benedict Avenue, Loh Avenue And Vicinity
 Tarrytown, New York
Type of Estimate: Preliminary Budget Estimate (Draft)
Drawing Ref.: SP-1 Thru SP-25 progress plots 4/25/2016

Job No: 10031
Date: 8/12/2016
Cmp'd: DC
Chk'd: JY

OVERALL DRAINAGE PROJECT SUMMARY

Assumptions: This Estimate does not include: As-Builts, Permits, Fees, Ground Water Pumping,
 Hazardous Material Mitigation, Bonds, Unsuitable Soils

ITEM NO.	CLASSIFICATION OF WORK	DETENTION AND CONVEYANCE	LOH AVENUE BRIDGES	SECTION TOTAL
1.00	Site Preparation	\$49,000.00	\$5,000.00	
				\$54,000.00
2.00	Demo	\$62,580.00	\$68,980.00	
				\$131,560.00
3.00	Maint/Protection of Traffic	\$40,000.00	\$5,000.00	
				\$45,000.00
4.00	Storm Drainage	\$1,207,515.00	\$205,520.00	
				\$1,413,035.00
5.00	Other utility work	\$36,000.00	\$18,050.00	
				\$54,050.00
6.00	Pavement	\$159,770.00	\$28,290.00	
				\$188,060.00
7.00	Sediment removal from existing ponds at Prospect/Benedict Ave. and South Broadway(from Village estimate)	\$242,000.00	-	
	Stream Restoration	-	\$104,500.00	
				\$346,500.00
8.00	Miscellaneous Construction	\$78,350.00	\$4,600.00	
				\$82,950.00
9.00	Landscape/Hardscape	\$265,000.00	-	
				\$265,000.00
10.00	Professional Services	\$469,000.00	\$67,000.00	
				\$536,000.00
	Project Phase Subtotal	\$2,609,215.00	\$506,940.00	
			PROJECT SUBTOTAL	\$3,116,155.00

Miscellaneous Other Work	\$200,000.00
2% Mobilization	\$62,323.10
3% Bonds, Ins	\$93,484.65
TOTAL PROJECT COST	\$3,471,962.75

F:\2010\10031\ESTIMATES\2016-08-11_dc\CONSTRUCTION ESTIMATE.xlsx

JMC Planning Engineering Landscape Architecture & Land Surveying, PLLC | JMC Site Development Consultants, LLC

120 BEDFORD ROAD | ARMONK, NY 10504 | 914.273.5225 | MAIL@JMCPLLC.COM | JMCPLLC.COM



Site Planning	Environmental Studies
Civil Engineering	Entitlements
Landscape Architecture	Construction Services
Land Surveying	3D Visualization
Transportation Engineering	Laser Scanning

Project: Drainage Investigation
Location: Benedict Avenue, Loh Avenue And Vicinity
 Tarrytown, New York
Type of Estimate: Preliminary Budget Estimate (Draft)
Drawing Ref.: SP-1 Thru SP-25 dated 03/10/2015

Job No: 10031
Date: 8/12/2016
Cmp'd: DC
Chk'd: JY

Assumptions: This Estimate does not include:
 As-Builts, Permits, Fees, Ground Water Pumping, Hazardous Material Mitigation,
 Bonds, Unsuitable Soils or Construction Supervision

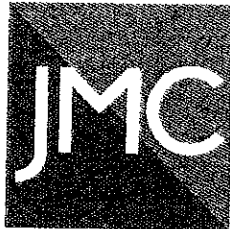
**DETENTION AND CONVEYANCE
IMPROVEMENT PROJECT**

ITEM NO.	CLASSIFICATION OF WORK	QUANTITY	UNIT	UNIT PRICE	AMOUNT	SECTION TOTAL
1.00	Site Preparation					
1.01	Sediment and Erosion Control	ALLOW	-	ALLOW	\$49,000.00	
						\$49,000.00
2.00	Demo					
2.01	Remove and Dispose Existing Pavement	1,296	SY	\$30.00	\$38,880.00	
2.02	Remove and Dispose Existing storm pipe	224	LF	\$50.00	\$11,200.00	
2.03	Remove and Dispose Existing Manhole	1	EA	\$2,500.00	\$2,500.00	
2.04	Remove and Dispose Existing Trees	ALLOW	-	ALLOW	\$10,000.00	
						\$62,580.00
3.00	Maint/Protection of Traffic					
3.01	Maint/Protection of Traffic work in NYSDOT Right of Way	ALLOW	-	ALLOW	\$20,000.00	
3.02	Maint/Protection of Traffic work Local Right of Way	ALLOW	-	ALLOW	\$20,000.00	
						\$40,000.00
4.00	Storm Drainage					
4.01	Furnish and Install Curb Inlet	1	EA	\$5,000.00	\$5,000.00	
4.02	Furnish and Install Concrete Head Wall	3	EA	\$8,000.00	\$24,000.00	
4.03	Furnish and Install 10" HDPE Pipe	11	LF	\$60.00	\$660.00	
4.04	Furnish and Install 12" HDPE Pipe	113	LF	\$60.00	\$6,780.00	
4.05	Furnish and Install 15" HDPE Pipe	220	LF	\$80.00	\$17,600.00	
4.06	Furnish and Install 18" HDPE Pipe	24	LF	\$100.00	\$2,400.00	
4.07	Furnish and Install 36" HDPE	1011	LF	\$300.00	\$303,300.00	
4.08	Furnish and Install 42" HDPE	25	LF	\$350.00	\$8,750.00	
4.09	Furnish and Install 48" Reinforced Concrete Pipe	143	LF	\$800.00	\$114,400.00	
4.10	Furnish and Install 34"x53" Concrete Elliptical Pipe	52	LF	\$300.00	\$15,600.00	
4.11	Furnish and Install 4' Diameter Drainage Manhole	13	EA	\$5,000.00	\$65,000.00	
4.12	Furnish and Install 7' Diameter Drainage Manhole	7	EA	\$8,500.00	\$59,500.00	
4.13	Connection to Existing structure	2	EA	\$3,000.00	\$6,000.00	
4.14	Furnish and Install Head Wall Trash Rack	2	EA	\$3,000.00	\$6,000.00	
4.15	Connection to Existing Aqueduct Pipe	1	EA	\$10,000.00	\$10,000.00	

F:\2010\10031\ESTIMATES\2016-08-11_dc\CONSTRUCTION ESTIMATE.xlsx

JMC Planning Engineering Landscape Architecture & Land Surveying, PLLC | JMC Site Development Consultants, LLC

120 BEDFORD ROAD | ARMONK, NY 10504 | 914.273.5225 | MAIL@JMCPLLC.COM | JMCPLLC.COM



Site Planning
Civil Engineering
Landscape Architecture
Land Surveying
Transportation Engineering

Environmental Studies
Entitlements
Construction Services
3D Visualization
Laser Scanning

Project: Drainage investigation
Location: Benedict Avenue, Loh Avenue And Vicinity
Tarrytown, New York
Type of Estimate: Preliminary Budget Estimate (Draft)
Drawing Ref.: SP-1 Thru SP-25 dated 03/10/2015

Job No: 10031
Date: 8/12/2016
Cmp'd: DC
Chk'd: JY

Assumptions: This Estimate does not include:
As-Builts, Permits, Fees, Ground Water Pumping, Hazardous Material Mitigation,
Bonds, Unsuitable Soils or Construction Supervision

DETENTION AND CONVEYANCE IMPROVEMENT PROJECT

ITEM NO.	CLASSIFICATION OF WORK	QUANTITY	UNIT	UNIT PRICE	AMOUNT	SECTION TOTAL
4.16	Furnish and Install Lining of Existing 42" RCP Underground Detention Pond Loh Park	185	LF	\$465.00	\$86,025.00	
4.17	Furnish and Install Outlet Control Structure	1	EA	\$10,000.00	\$10,000.00	
4.18	Furnish and Install Diversion Structure	1	EA	\$15,000.00	\$15,000.00	
4.19	Furnish and Install Cultech System - Recharger 330XL	4,500	CF	\$12.00	\$54,000.00	
4.20	Furnish and Install Cultech System - Recharger 902HD	30,000	CF	\$12.00	\$360,000.00	
4.21	Stormwater Sytem Rock Excavation	300	CY	\$125.00	\$37,500.00	
5.00	Other utility work					\$1,207,515.00
5.01	Utility Concrete Encasement	ALLOW		ALLOW	\$6,000.00	
5.02	Existing utilities relocation	ALLOW		ALLOW	\$30,000.00	
6.00	Pavement					\$36,000.00
6.01	Furnish and Install NYSDOT Asphalt Pavement	60	SY	\$65.00	\$3,900.00	
6.02	Furnish and Install Town Road Asphalt Pavement	1,020	SY	\$45.00	\$45,900.00	
6.03	Furnish and Install Parking Lot Asphalt Pavement	220	SY	\$35.00	\$7,700.00	
6.04	Furnish and Install Sidewalk	182	SY	\$90.00	\$16,380.00	
6.05	Furnish and Install Concrete Curb	804	LF	\$35.00	\$28,140.00	
6.06	Mill and Resurface Pavement	1,650	SY	\$35.00	\$57,750.00	
7.00	Sediment removal from existing ponds at Prospect/Benedict Ave. and South Broadway (from Village estimate)	ALLOW			\$242,000.00	\$242,000.00

F:\2010\10031\ESTIMATES\2016-08-11_dc\CONSTRUCTION ESTIMATE.xlsx

JMC Planning Engineering Landscape Architecture & Land Surveying, PLLC | JMC Site Development Consultants, LLC

120 BEDFORD ROAD | ARMONK, NY 10504 | 914.273.5225 | MAIL@JMCPLLC.COM | JMCPLLC.COM



Tarrytown Fire Department

Chief: KELLY MURPHY
First Assistant: DAVID GOLDSTEIN
Second Assistant: FRANK MORABITO

Secretary
ALICIA GOLDSTEIN
Treasurer
DOMENIC MORABITO

www.tarrytownfd.org

Wardens Meeting 2016-07-19

Called to Order: 2000

Roll Call:

Chief	1 st Assistant Chief	2 nd Assistant Chief
Kelly Murphy	David Goldstein	Frank Morabito

Wardens					
76	77	78	79	80	37
Dom Morabito	Sean Scogna Sr.	J. Scott Toth	Robert Smith	Patrick Derivan	R. Tucci
Ray Artus	Robert Goldstein	William Logan Sr.	Frank Giampiccolo	Miguel Valle	Patsy Miscioscia

Secretary	Treasurer	Guests			
Alicia Goldstein	Dom Morabito	D. Zollo			

Pledge of Allegiance

Roll Call

Reading of the minutes for approval:

On a question by R. Goldstein:

R. Goldstein had stated that he wants the Chief \$2,400.00 the assistant chiefs to get \$1,200.00

P. Miscioscia: Tell the Village to change it this year.

Motion to accept: R. Goldstein

2nd: P. Miscioscia

Approved: YES NO

FIRE CHIEF STIPEND				
Municipality	Stipend (Y/N)	Amount - Fire Chief	Amount - Assistant Fire Chiefs	
Ardsley	N			
Briarcliff Manor	Y	\$2,000	\$1,500	
Elmsford	N			
Irvington	Y	\$3,985	\$2,153	
Larchmont*	N			
Mamaroneck (T)*	N			
Mamaroneck (V)	N			
Mount Kisco	N			
Ossining (V)	Y	\$8,191	\$7,130	
Port Chester	N			
Rye*	N			
Sleepy Hollow	Y	\$600	\$0	
Tarrytown	Y	\$1,200	\$600	
Tarrytown - Proposed by Board of Fire Wardens		\$2,400	\$1,200	

*Fire Department has paid drivers and volunteer firefighters

COOPERATION AND SERVICE AGREEMENT

This Cooperation and Service Agreement (the "Agreement") is entered into as of _____ August 2016 between PayByPhone Technologies Inc., a developer of enhanced mobile commerce solutions, a British Columbia corporation with its principal place of business at #403 – 1168 Hamilton Street, Vancouver, British Columbia, Canada ("PayByPhone") and Village of Tarrytown a provider of parking services, with its head office at: One Depot Plaza, Tarrytown, NY ("Client").

RECITALS

The objective between PayByPhone and Client provided for in this Agreement is for PayByPhone to provide wireless applications to enhance the payment process for parking at parking facilities and metered parking stalls owned and/or managed by Client. PayByPhone mobile commerce solutions will also provide Client with a management information system, including real-time operation and transaction reports.

AGREEMENT

Section 1 THE PAYBYPHONE MOBILE PAYMENT PLATFORM AND APPLICATIONS

1.1 PAYBYPHONE MOBILE PAYMENT APPLICATION

PayByPhone agrees to roll out the PayByPhone mobile payment service for use at Client's managed and owned parking facilities as agreed upon by PayByPhone and Client, to allow for consumers to pay for the use of those facilities through personal wireless devices (e.g., cellular telephones) or other wireless systems.

1.2 PAYBYPHONE MANAGEMENT INFORMATION SYSTEM

PayByPhone will operate and manage a software application for Client that will provide near real time information and management reports on the transactions conducted utilizing the PayByPhone Parking Payment Application (the "Management Information System"). PayByPhone will host the securely encrypted Management Information System on its network. Client personnel with the require permission levels will access the Management Information System through a browser-based program installed on Client's computer hardware. Secure access will be managed via usernames and passwords issued by a PayByPhone or Client Administrator, with a full audit trail of all activity available. In real-time.

1.3 COMPUTER, NETWORKING AND TELECOMMUNICATION SYSTEMS

PayByPhone will own or possess, and will operate and maintain, all computer and networking hardware and software and data required to operate the PayByPhone mobile payment services service as contemplated in this Agreement, other than Client's existing computer and telecommunications systems.

1.4 MOBILE PAYMENT SERVICE ENFORCEMENT

Client agrees to supply Wireless Devices to employees in the field to provide real time confirmation of validly parked vehicles. PayByPhone agrees to provide the initial enforcement integration to Complus at no cost.

1.5 REPORTS

PayByPhone will provide Client with a set of standard reports in the self-serve PayByPhone Service Management Interface System. Any changes or customizations to the standard set of reports will be subject to then-current PayByPhone Professional Services fees. See Appendix B for sample rates.

Section 2 FEES AND PAYMENTS

2.1 PRICING AND PAYMENT

Client agrees to pay the fees, as outlined in Appendix A. All amounts payable hereunder are exclusive of any and all

Initials	Initials

taxes, including taxes applicable on fees paid by the consumer, and Client is responsible for payment of such taxes. All prices are stated, and Client shall pay, in US dollars. Payment is due within 30 days of invoicing. Taxes do not include any income taxes to which PayByPhone may be subject or any sales or value added tax imposed by Canadian Government or B.C.

2.2 MERCHANT ACCOUNT

Merchant account refers to Client's merchant account set up with Client's acquiring bank. PayByPhone will cover the cost of linking one (1) Client merchant account with PayByPhone's gateway provider. Client agrees to cover the cost of merchant account updates including all third party fees and then-current PayByPhone Professional Services fees. See Appendix B for sample rates.

2.3 TRANSACTION TESTING

PayByPhone reserves the right to execute test transactions from time to time to ensure top performance of the system and account. PayByPhone may execute up to ten test transactions per month without adjusting the Client invoice.

2.4 THIRD PARTY INTEGRATION

In the event system changes (such as upgrades) by a third party impact the PayByPhone integration with Company sub-systems such as enforcement, Client agrees to cover any PayByPhone development costs required to maintain integration. PayByPhone will notify Client, in advance, of any such integration costs that could be added.

Section 3 EXCLUSIVITY

Client agrees that PayByPhone will be the sole and exclusive provider of all mobile payment service applications (using whatsoever technology) for Client during the term of this agreement, including, but not limited to, all wireless payment applications employing Wireless Devices to pay for parking at only the specific Client lots where PayByPhone is deployed.

Section 4 MARKETING, PROMOTION AND USER EDUCATION

4.1 SIGNAGE

Client agrees to provide signage and adequate space for PayByPhone signage at each parking facility at which the PayByPhone mobile payment services service is to be available, with sign size and placement to be mutually agreed by PayByPhone and Client acting reasonably. Client agrees that signs will be hung and/or located near payment machines at parking facilities enabled with the PayByPhone mobile payment services service. PayByPhone will provide the first round of signage at no cost to the Client. Client will be responsible for installation of all decals and signs required for implementation. Client agrees to supply all future decals and signage, including new lots or locations. Client agrees to supply replacement decals which may be required in the future. Estimated costs for signage: stickers and decals typically cost \$3.00 - \$8.00 each. Metal signs typically cost \$25.00 - \$40.00 each.

Standard signage artwork is included in the implementation of the project. Professional Services associated with custom signage or changes to standard signage are billable at the then current professional services rates. See Appendix B for sample rates. All signage must comply with the PayByPhone Consumer Branding Standards.

4.2 MARKETING EVENTS

PayByPhone may conduct on-site marketing events and campaigns for the service, whereby PayByPhone will inform parking lot consumers of the availability of the PayByPhone mobile payment services as well as any promotions available, with the knowledge and approval of Client which is not to be unreasonably withheld.

4.3 CLIENT TRAINING

PayByPhone will provide initial training to Client using a "Train the Trainer" model on the self-served PayByPhone Service Management Interface (SMI). The said Client Trainer will, at its own expense, train its staff and employees,

including patrollers, to operate the mobile payment services and related applications and technology. Additional training sessions are available at the then current professional services rates. See Appendix B for sample rates.

Initials	Initials

Section 5 PROTECTION OF INTELLECTUAL PROPERTY RIGHTS

The parties shall cooperate with each other in protecting their respective trade names, designs, trademarks and other similar intellectual property rights from unauthorized use.

Section 6 TERM AND TERMINATION

6.1 TERM AND RENEWAL

This Agreement shall enter into force on the date signed and shall remain in force and effect for a period of (3) three consecutive years from the date signed unless earlier terminated in accordance with this Section 6.

The contract shall be automatically renewed month to month on the anniversary of the termination date above unless either party gives the other party at least ninety (90) days prior written notice of its intent not to renew the Agreement. The Agreement may be terminated thereafter on 90 days' written notice.

6.2 TERMINATION

Should a party breach a material term and such breach remains uncorrected for thirty (30) days after receipt of a notice by the breaching party, the non-breaching party may, in addition to all other remedies available at law, terminate this Agreement by providing written notice to the breaching party, without further obligation provided, however, that if the nature of the breach is such that it cannot be reasonably cured within such thirty (30) day period, the breaching party will not be deemed in default of this Agreement so long as such party commences efforts to effect a cure and is diligently pursuing such efforts. Provided, further, that if the breach is as a result of the non-payment of any fee, the non-breaching party may terminate this Agreement if such breach remains uncorrected for ten (10) days after the breaching party's receipt of notice of such breach.

Section 7 REPRESENTATIONS AND WARRANTIES

7.1 MUTUAL REPRESENTATIONS AND WARRANTIES

Each party represents and warrants to the other that:

- i) it has the full corporate right and authority, and possesses all licenses, permits, authorizations and rights to intellectual property, necessary to enter into and perform this Agreement;
- ii) its entry into and performance of this Agreement does not and will not conflict with or result in a breach or violation of any agreement or order by which it is bound; and
- iii) this Agreement constitutes its legal, valid and binding obligations enforceable against it in accordance with the terms of this Agreement.

Section 8 DISCLAIMER, INDEMNIFICATION AND LIMITATION OF LIABILITY

8.1 DISCLAIMER

Except as expressly set forth in this agreement, PayByPhone does not make, and hereby specifically disclaims, any representations or warranties, express or implied, regarding the PayByPhone mobile payment services including any implied warranties of title, merchantability, fitness for a particular purpose or non-infringement. Client acknowledges that the PayByPhone mobile payment services and services furnished by PayByPhone under this agreement (including, without limitation, any servers or other hardware, software, applications and any other items used or provided by PayByPhone or any third parties in connection with providing access to or hosting any of the foregoing or the performance of any services by PayByPhone under this agreement) are provided by PayByPhone "as is".

8.2 INDEMNIFICATION

Subject to Section 8.3, each party (the "Indemnifying Party") will defend, indemnify and hold harmless the other party (the "Indemnified Party") from and any against any and all third party claims, actions, losses (collectively, "Losses") resulting from or arising out of the Indemnifying Party's breach of any representation, warranty or other obligation set forth in this Agreement. The Indemnified Party shall not be entitled to be so indemnified unless it has given the Indemnifying Party prompt written notice of any Losses, afforded the Indemnifying Party the opportunity to assume sole control over the defence and settlement, if applicable, of the Losses, and provided the Indemnifying Party (at the Indemnifying Party's expense) all relevant information, assistance and authority to enable the Indemnifying Party to perform its obligations hereunder. The Indemnifying Party shall not settle any Losses without the Indemnified Party's written consent, which shall not be unreasonably withheld.

8.3 LIMITATION OF LIABILITY

In no event shall any party be liable for consequential, special, indirect or incidental damages, including but not limited to any damages resulting from loss of use or profits arising out of or in connection with this agreement, whether in an action based on contract, tort (including negligence) or any other legal theory, even if the party has been advised of the possibility of such damages.

8.4 PARKING RATES

Client will be given access to confirm the parking rates at each location via the PayByPhone back office system. PayByPhone will make every attempt at ensuring the rates are configured correctly; upon completion of each location setup, it is the Client's responsibility to ensure all rates are configured correctly. Failing to do so shall exclude PayByPhone from any liability. Client shall provide PayByPhone with sufficient notice of any rates change during PayByPhone standard business hours.

Section 9 CONFIDENTIALITY

Neither party will disclose the other party's confidential or proprietary information (including this Agreement and any information provided by the other party that is confidentially maintained or proprietary or which derives value from not being generally known to persons who can obtain economic value from its disclosure or use) except:

- i) with the other party's consent;
- ii) to employees, agents and contractors who have a need to know in the discharge of their duties and who are subject to a contractual obligation to keep such information confidential that is at least as restrictive as this Agreement;
- iii) when required to do so by law or by any binding rule, order or request.

Each party shall exercise reasonable commercial care in protecting the confidentiality of the other party's confidential information disclosed to it. The parties agree that an actual or threatened breach of this provision would result in irreparable harm to the party whose confidential information would be disclosed in breach, and shall entitle that party to temporary or permanent injunctive relief without proof of actual damages.

For purposes of this Section 10, the parties agree that confidential or proprietary information does not include any information that is (a) already known to the receiving party at the time of disclosure hereunder (other than from the other party hereto) as demonstrated by its written records; (b) now or hereafter becomes publicly known other than through acts or omissions of the receiving party, or anyone to whom the receiving party disclosed such information; (c) disclosed to the receiving party, by a third party, under no obligation of confidentiality to the disclosing party or any other party; or (d) independently developed by the receiving party without reliance on the confidential information of the disclosing party as shown by its written records. Notwithstanding the foregoing, any disclosure by PayByPhone or the Client that is required by law shall not be a violation of this provision.

Section 10 MISCELLANEOUS

10.1 ASSIGNMENT

This Agreement shall be binding on the parties, their successors and their permitted assigns. Neither party may assign its rights or obligations under this Agreement without the consent of the other. Consent will not be unreasonably withheld.

10.2 NO AGENCY

Each party, in all matters relating to this Agreement, will act as an independent contractor and independent employers. Except as otherwise expressly set forth herein, neither party will have authority and will not represent that it has any authority to assume or create any obligation, express or implied, on behalf of the other, or to represent the other as an agent, employee or in any other capacity. Nothing in this Agreement shall be construed to have established any agency, joint venture or partnership between the parties. Neither party shall make any warranties or representations on behalf of the other party.

10.3 GOVERNING LAW

This Agreement, and all matters relating hereto, shall be governed in all respects by the laws of the State of New York, USA, excluding the application of any conflict of laws principles and/or rules. The parties hereby agree that all disputes arising out of this Agreement shall be subject to the exclusive jurisdiction of and venue in the competent courts located in County of Westchester, State of New York and consent to the personal and exclusive jurisdiction and venue of these courts.

10.4 SEVERABILITY

In the event that any provision of this Agreement shall be unenforceable or invalid under any applicable law or be so held by applicable court decision, such unenforceability or invalidity shall not render this Agreement unenforceable or invalid as a whole, and, in such event, such provision shall be changed and interpreted so as to best accomplish the objectives of such unenforceable or invalid provision within the limits of applicable law or applicable court decisions.

10.5 ATTORNEY'S FEES

In any legal proceeding between the parties, the prevailing party shall be entitled to recover reasonable attorney's fees and expenses.

10.6 FORCE MAJEURE

If performance hereunder is prevented, restricted or interfered with by any act or condition whatsoever beyond the reasonable control of a party, the party so affected, upon giving prompt notice to the other party, shall be excused from such performance to the extent of such prevention, restriction or interference.

10.7 ENTIRE AGREEMENT

This Agreement, together with the Appendix attached to it, constitutes the entire agreement between the parties with respect to the subject matter hereof. This Agreement supersedes, and the terms of this Agreement govern, any prior agreements with respect to the subject matter hereof. This Agreement may not be modified, amended or any provision waived except by the parties' mutual written agreement.

10.8 NO WAIVER

Failure by either party to enforce any provision of this Agreement (whether in any one or more instance) shall not be deemed a waiver of future enforcement of that or any other provision.

10.9 NOTICE

Any notices hereunder provided to PayByPhone shall be given at the address specified below or at such other address as PayByPhone specifies in writing. Any notices hereunder provided to Client shall be given at the address specified below or at such other address as Client specifies in writing. Any notice or other communication required to be given hereunder by either party shall be deemed duly given (a) when personally delivered to the other party, or (b) on the date of receipt when such notice was mailed by certified mail, postage prepaid and return receipt requested, addressed to the other party at the address set forth above, or such other address as either party may designate by giving written notice to the other; or (c) on the date of receipt when such notice was sent by facsimile or e-mail to the other party; provided the sending party receives a written or electronic notice of receipt from the other party of the facsimile or e-mail.

10.10 COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall be taken together and deemed to be one instrument. The parties further agree that a signature transmitted via facsimile shall be deemed original for all purposes hereunder.

10.11 CAPTIONS

The captions used in this Agreement are for convenience only and shall not affect in any way the meaning or interpretation of the provision set forth herein.

10.12 TRADEMARKS, TRADE NAMES, LOGOS

Except as expressly provided in this Agreement, no trademark, trade name, logo, trade dress, copyright or license therein, or other intellectual property rights (collectively, "Intellectual Property") are conveyed by this Agreement. Each party reserves the right to approve in advance the use of its Intellectual Property by the other party in each and every instance. All Intellectual Property owned by either party shall remain the exclusive property of such party and shall be returned to such party promptly after the expiration of this Agreement.

10.13 AGREEMENT APPROVAL

Each party hereby represents and warrants that all necessary corporate and/or governmental approvals for this Agreement have been obtained, and the person whose signature appears below has the authority necessary to execute this Agreement on behalf of the party indicated.

10.14 SOPHISTICATION OF PARTIES

Each party to this Agreement represents that it is a sophisticated commercial party capable of understanding all of the terms of this Agreement, that it has had an opportunity to review this Agreement with its counsel, and that it enters this Agreement with full knowledge of the terms of the agreement.

10.15 CLIENT'S CONDUCT OF BUSINESS THROUGH AFFILIATES

The parties acknowledge that Client may carry out its business through affiliates. Client agrees to cause its affiliates to take such actions and to execute such documents as may be reasonably required to give effect to this Agreement as though references to Client in this Agreement were references to Client and those of its affiliates through which it carries on the business of owning and operating parking facilities.

10.16 PCI-DSS: PAYMENT CARD INDUSTRY DATA SECURITY STANDARD

PayByPhone is responsible for the security of cardholder data which PayByPhone possesses or otherwise stores, processes, or transmits on behalf of the Client. PayByPhone abides by the rules and regulations set forth in the PCI-DSS.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorised representatives.

Village of Tarrytown

PayByPhone Technologies Inc.

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Notice Address:
One Depot Plaza
Tarrytown, NY 10591 USA

Notice Address:
#403 – 1168 Hamilton St.
Vancouver, British Columbia, Canada

APPENDIX A

SERVICES TO BE PROVIDED:

PayByPhone Mobile Payment Service

SYSTEM WILL:

1. Register consumers by phone or online who wish to pay for parking by cellphone or web-enabled device.
2. Activate and collect payment via credit or debit card for parking using PayByPhone in accordance with parking rates specified by the Client and the PayByPhone Terms and Conditions.
3. Display payment status of license plate, space or meter number on internet-capable handheld device such as mobile phone, handheld computer or other Wireless Device for enforcement.
4. Provide a secure web-based administration interface for rates control, management and accounting reports.

PRICING:

<i>One Time Setup Fees:</i>	
Mobile payment services setup	Waived ¹
Each location / parking lot setup after initial deployment phase	\$250
Integration with existing Enforcement Provider	Waived
<i>ePermit</i>	
ePermit system setup fee for each permit site	N/A
<i>Monthly Fees:</i>	
Monthly minimum	\$200.00/month This fee will be waived for the first 6 months. ²
<i>Per Transaction Charges:</i>	
<i>Option 1:</i>	
Consumer pays a convenience fee added to price of parking	\$0.25

NOTES:

1. One-time set-up fee includes, but is not limited to configuration, testing and implementation of a dedicated client account within the PayByPhone system; merchant account integration and testing; set up and training on reporting, customer service and other elements of the PayByPhone Service Management Interface, marketing coordination. Setup fees are invoiced at contract signing.
2. Monthly fees apply when mobile payment services fees (transaction charges) per calendar month total less than as specified here. Client is responsible for covering the difference between the monthly minimum and the total fees. For example, if PayByPhone collects \$190.00 in convenience fee revenue in a given month, the Client would be invoiced \$10.00
3. Client's own credit card processing and merchant banking fees will apply.
4. In the event that PayByPhone is the only form of payment, the client will be responsible for 100% of the call center cost as a pass through.
5. All fees and charges are payable within 30 days of invoicing.

Appendix B

PayByPhone Professional Services Sample Rates Table & Definitions

Resource	Office Hours Rate per hour	After Hours Rate per hour
Senior Architect	\$250	\$315
Senior Product Manager	\$250	\$315
Creative Services	\$200	\$250
Project Manager	\$200	\$250
Programmer / Developer	\$200	\$250
Implementation Manager	\$175	\$225
Consumer Adoption Strategist	\$150	\$200
Application Trainer	\$125	\$150
Support Agent	\$125	\$150
Tester	\$125	\$150

Resource	Descriptions
Senior Architect	A PayByPhone Architect will lead the definition and implementation of the product software architectures. They will transform the requirements created by the Product Manager into a set of architecture and design documents that can be used by the rest of the team to create the solution. The PayByPhone Architect is responsible for matching technologies to the proposed requirements.
Senior Product Manager	A PayByPhone Product Manager specifies market requirements for current and future products. Working with the Project Manager, software development team, client and client management team, the Product Manager is responsible for driving a solution across development teams through market requirements, product contracts and positioning.
Creative Services	The PayByPhone Creative Team will execute highly effective and proven design concepts, layouts, graphic elements and systems. Our Creative Manager will plan and arrange signage, stickers, decals and marketing collateral including web content according to the client's parking environment, marketing strategies and objectives, taking into consideration the usability and visibility of each sign.

Project Manager	A PayByPhone Project Manager will create and maintain project plans that communicate tasks, milestones, status and resource allocation. Making use of Project Management Lifecycle Methodology, they are ultimately responsible for project execution. In addition to exercising their knowledge of project management best practices, the PayByPhone project manager serves as business liaison, budget manager, customer relations manager, facilitator, negotiator, risk manager, change agent, task tracker, problem solver and implementer.
Implementation Manager	Manage / coordinate and implement ALL technical aspects required to set up the project. Liaise with Parking Operator staff to ensure data is complete and correct. Coordinate internal development resources and provide updates to project management and commercial team on timing, dependencies etc. Manages the pickle process. Provide technical training to client personnel.
Consumer Adoption Strategist	A PayByPhone Consumer Adoption Strategist will work with the key client contacts to develop and implement a plan to maximize the client's goals for the PayByPhone service. Learning from hundreds of client implementations, access to the latest data analytics and considerable expertise in mobile and consumer technology usage are incorporated into an ongoing plan to drive maximum usage and customer convenience.

Application Trainer	A PayByPhone Applications Trainer will design and deliver training programs for the PayByPhone system. They will also design training course materials and other documents such as handouts, manuals and exercises. Training is typically conducted via a web session, either one on one in a train-the-trainer scenario or in a group setting.
Support Agent	A PayByPhone support agent interacts with client contacts to address inquiries regarding the PayByPhone system, reporting interface, log-ins and general administration.
Tester	The PayByPhone Quality Assurance (QA) testers will thoroughly evaluate, stress-test and troubleshoot all new code, programs and software. The PayByPhone QA testers will log and prioritize any issues/bugs found and work closely with the Software Development team for a resolution.

Kathy Deufemia

From: Mike Blau
Sent: Wednesday, August 24, 2016 10:50 AM
To: Kathy Deufemia
Subject: FW: Mobile Parking By PayByPhone - Joe Habib
Attachments: PayByPhone Brochure.pdf

Can include this and the email in the WS packet

From: Joe Habib [mailto:jhabib@paybyphone.com]
Sent: Wednesday, August 24, 2016 10:10 AM
To: Mike Blau
Subject: RE: Mobile Parking By PayByPhone - Joe Habib

Mike,

Attached are slides of PayByPhone's new App and features. We released this version in July 2016. It is very user friendly and the graphic are amazing. Your parker will love it.
I thought you might need it to show the City Council Aug. 31st.

Please call me if you have any questions.

Thank you,

Joe Habib
Director of Sales



PayByPhone Technologies Inc.

Phone +1 866-783-7787 ext 221
Cell 703-517-6940

48 Wall Street, 11th floor,
New York, NY, 10005

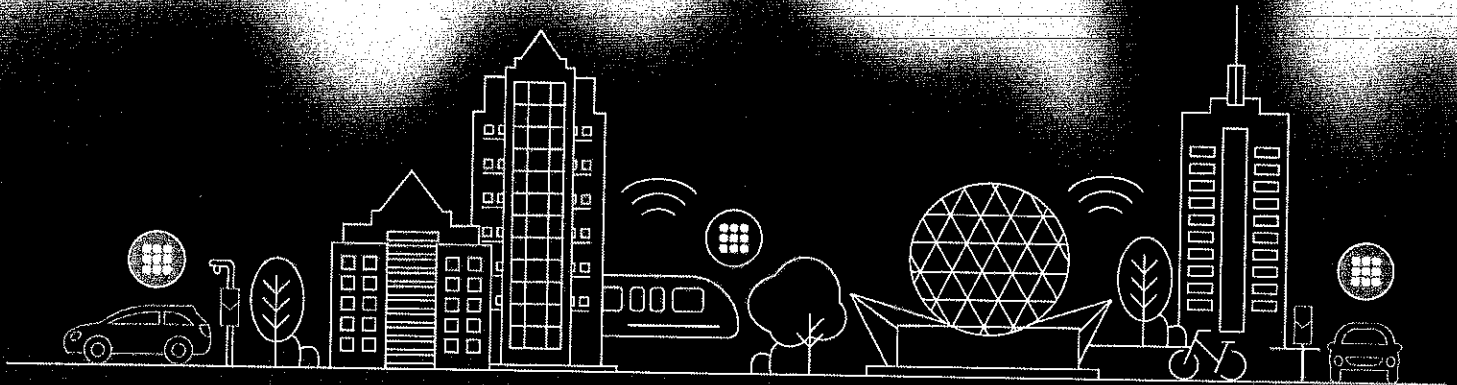
www.paybyphone.com

Part of the PayPoint PLC Group

From: Mike Blau [mailto:MBlau@tarrytowngov.com]
Sent: Tuesday, August 09, 2016 11:22 AM



Joe Habib
Director of Sales
703-517-6940
jhabib@paybyphone.com



Why PayByPhone?

- \$300 million dollars in parking revenue for our clients (they're making more money)
- 12.5 million registered users – more than any other provider (we know how to market)
- Available in over 300 cities worldwide – multiple languages & currencies, local expertise
- The only 24/7/365 call center offering LIVE phone support in English, Spanish & French
- PCI v3 compliant for eCommerce & IVR – the only PCI compliant provider for BOTH
- Whole host of new product innovations in 2016:
 - Dynamic Labelling
 - User Parking Profiles
 - Apple Pay & Apple Watch app
 - In-app Messaging & Advertising



Global Leader – Local Presence

Highest Mobile Payment Adoption Rates In the industry

Miami – 66% adoption*

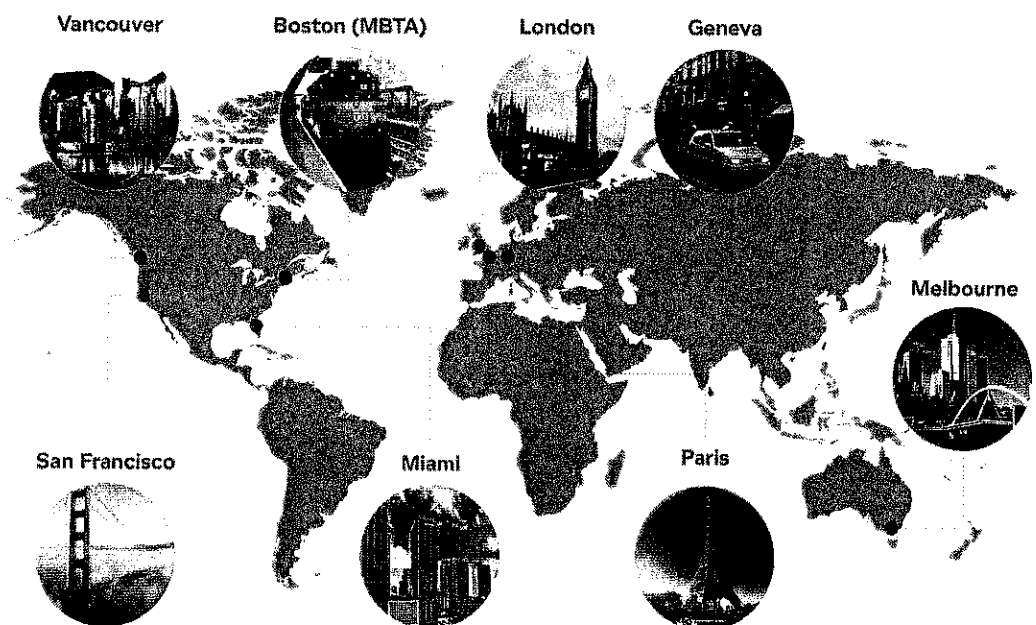
Coral Gables – 62%

South Miami – 58%

City of London – 70%

MBTA (28k spaces) – 90%

Vancouver – 48% (1 mil transactions per month)



*Adoption measured as a percentage of parking operator revenue

payby
phone

Marketing is critical to Adoption

MEDIA EVENTS

ADVERTISING

Ades bien le chaud dans votre auto.
Pour votre stationnement par téléphone.
www.paybyphone.com

LOCAL BUSINESS OUTREACH

SOCIAL MEDIA CONTESTS

STREET TEAMS

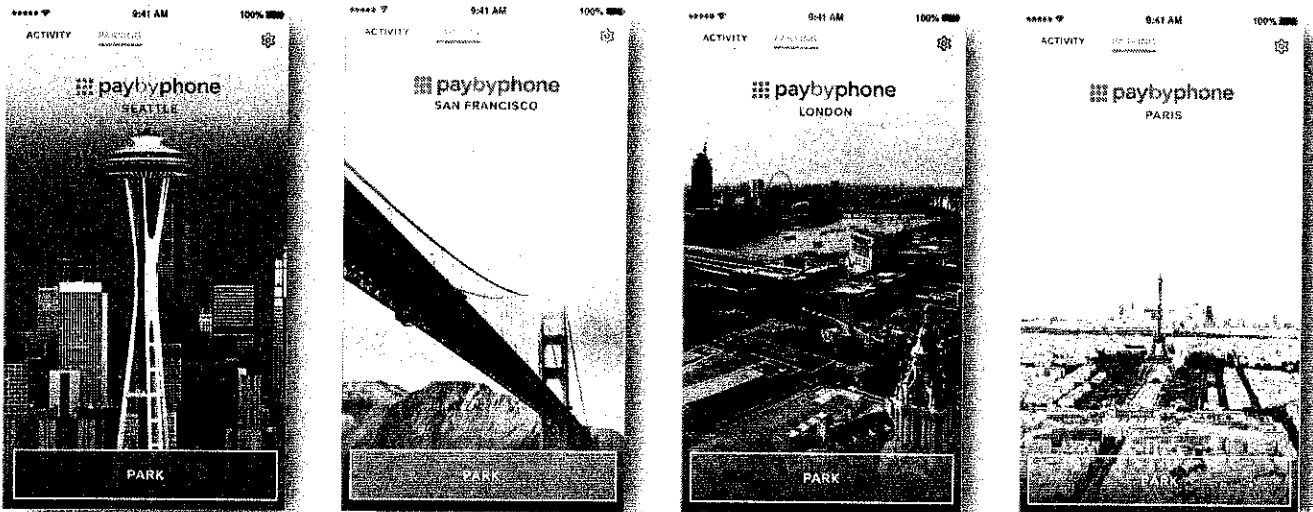
MIAMI
GAS CARD GIVEAWAY
We're giving away
Visit our Facebook Page to Enter:
facebook.com/PayByPhone.N.America

A comprehensive ongoing marketing program that does not end at launch

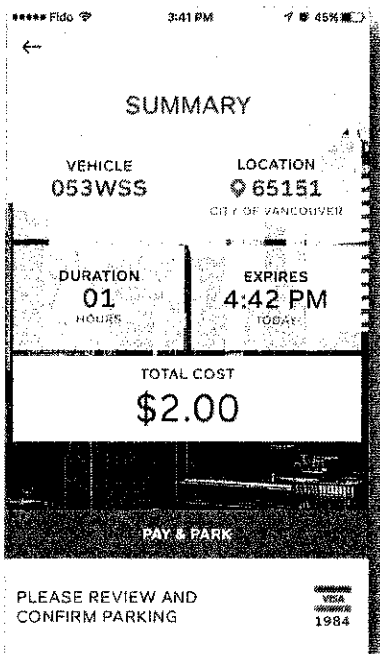
payby phone

Dynamic Labeling – the future is here

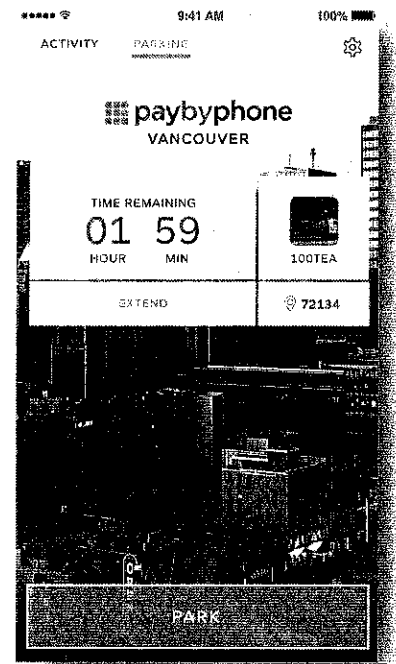
- Dynamic labelling is the next evolution of branded applications and is unique to PayByPhone.
- Why choose a White-Label app when you can have an easily customized, dynamic app that can be used in 300 other cities by more than 12 million existing users
- The app will change context based on where the user is and what they're doing
- Watching the SF Giants playing in San Francisco or travelling to Europe, the app will adapt



Intuitive Design – enhancing the user experience

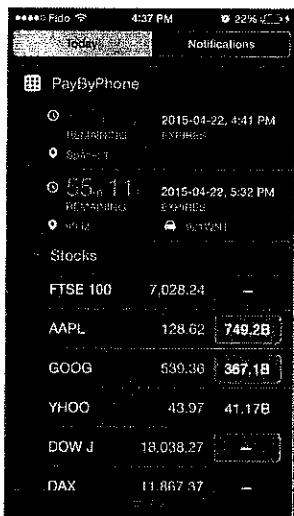


- o Simple, intuitive design allows users to seamlessly complete their parking sessions and get on with their day
- o The countdown timer gives a clear visual on when the user's parking will expire and present the option to extend the session (up to max time limits)

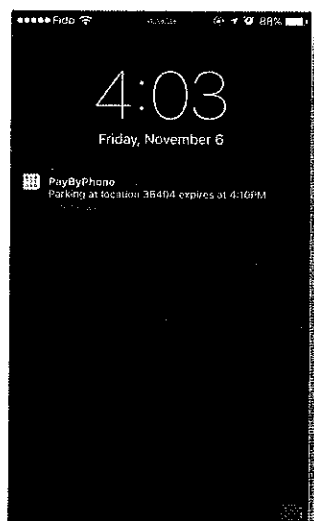


payby
phone

Smart Reminders - Never get a ticket again



With a simple swipe, the Today View widget provides users with an instant summary of their parking session.

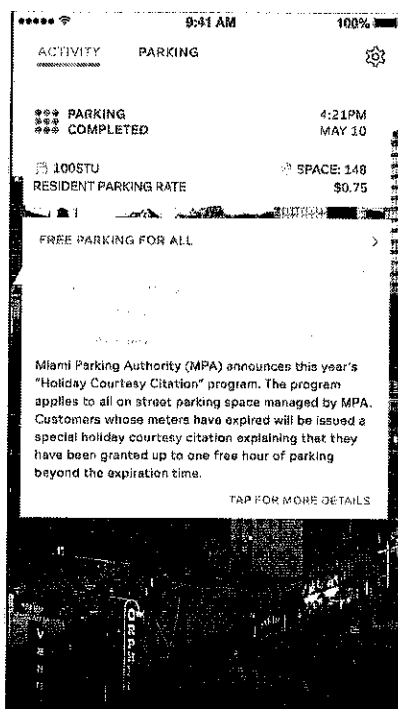


Push notifications on the lock screen ensure your customer knows exactly what's going on without having to access the app.

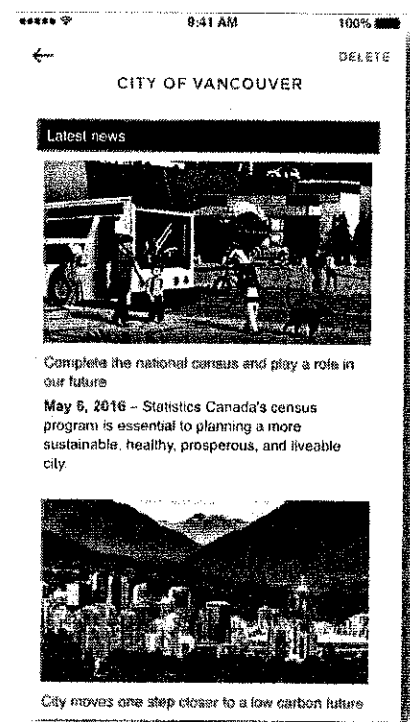


Our next evolution of the watch app will allow you to manage your parking quickly and seamlessly.

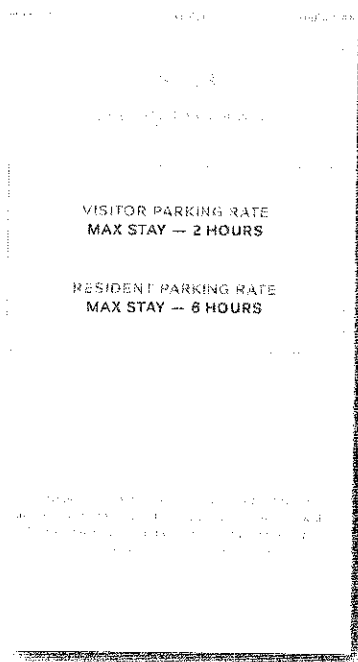
Intelligent In-App Notifications



- This powerful messaging platform allows our clients to engage directly with specific user groups
- The notifications are interactive and can take the user to a web page for more information or to take action.



User Parking Profiles – Personalizing Parking

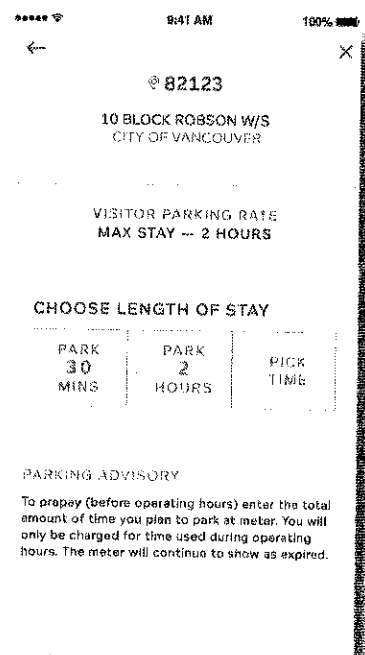


Enabling Parking Operators to set specific rights and permissions to user accounts and license plates will revolutionize the parking industry.

Easy to create new groups / rates

Users will be charged based on who they are.

- Residents vs. Visitors
- Handicapped / Disabled Motorists
- City Officials
- Professional Workers
- Healthcare Workers
- Undercover Police Officers
- Special Permit Holders



PayByPhone and ParkJockey

LPR-based
revenue control
for garages

Multiple payment options and improved
parking experience increase footfall
and revenues



AutoVigil LPR



Reservations



TerminalPro

INCREASE REVENUES

REDUCE COSTS

PROVIDE A HIGH-END
CUSTOMER EXPERIENCE



→ AutoVigil LPR

Vehicle Tracking, Access Control & AutoPay

Provides immediate and
complete identification of all
vehicles entering and exiting
your parking facility for
maximum security, revenue
and operational benefits.

Auditable log of entries and exits with vehicle images
Real-time permit, whitelist and blacklist management
Primary or secondary method of vehicle counts reduces
shrinkage and provides accurate capacity numbers
Option to automatically alert enforcement in case of
non-payment or overstays
Provides back up data to help adjudicate insurance or
law enforcement claims
Allow registered vehicles to seamlessly drive in and out
of your facility by having their account automatically charged

KEY FEATURES

- Identify and track all vehicles entering and exiting parking facility
- Automatic access for whitelist vehicles with optional barrier integration
- Exclusive AutoPay option for registered customers
- Works with existing parking equipment
- USA SAFETY Act Application Highest Rating



**Local Landmark Nomination
Village of Tarrytown**

1. NAME OF PROPERTY

Current Name: Jacobs House

Historic Name: Macy Farm Barn Estate Building

2. LOCATION

Address: 14 Emerald Woods, Tarrytown, NY 10591

3. CLASSIFICATION

Ownership of Property

Private: X

Public-Local:

Public-State:

Public-Federal:

Category of Property

Building(s): X

District:

Site:

Structure:

Object:

**OWNER AT THE TIME OF NOMINATION:
ADDRESS OF OWNER (if different from above)**

4. FUNCTION OR USE

Historic: Estate Outbuilding

Current: Residential

Sub: Barn

Sub:

5. DESCRIPTION

ARCHITECTURAL CLASSIFICATION: Farm-Barn

MATERIALS:

Foundation: Brick and mortar

Walls: Brick and mortar, Wood Frame

Roof: Shingle

Other:

6. SIGNIFICANCE

Areas of Significance: Architectural, Social History

Date(s) of Construction: Late 1890s, Remodeled in early 1920s

Significant Person(s): Caroline Macy, Robert Dula

Architect/Builder: "Robertson-style"; Chester A. Patterson

Historic Contexts: "Millionaire's Colony" Estate Building

Statement of Significance

Map Research 1881-1946

By 1881, no structures were present in the site of the future Macy Staff Residence. The property is identified on the 1881 Atlas of Westchester County as a 99-acre estate called *Graystone*, which was owned by Walter S. Gurnee, the former Mayor of the City of Chicago.

The *Tarrytown Argus* reported the sale of the Gurnee House in March 1887 to Mrs. J. Macy. The only change depicted on the 1891 Bromley Atlas of the Hudson River Valley is the name of the owner, which was further identified as Mrs. Josiah Macy.

Caroline Everit Macy was the wife of Standard Oil executive, Josiah Macy (1838-1876), who had been involved in the early development of petroleum and oils. Sometime after his death, Caroline, who remained close to the Rockefeller family, purchased her Tarrytown estate. Mrs. Macy owned the property until her death in 1899 (French 1925: 51).

A 1900 map of Tarrytown shows that significant changes have taken place within the estate during her tenure (Wulff 1900). By that date a large building and two outbuildings (built by Mrs. Macy) are depicted on the map. Louis Stern was the owner following the death of Mrs. Macy. According to local directories, Louis Stern was an affluent New York City dry goods merchant. The 1901 Atlas of Westchester County identifies the large secondary building on the Stern estate as a brick "Barn" (Bromley 1901).

Only a few changes are observed on the 1910 Bromley Atlas. The barn and outbuildings are still present, as is the small house outside of the northern edge of the property on Sheldon Avenue. The property is now shown as being owned by Robert B. Dula and the main house, to the south of the project site is named "Hibriton." Dula is described as the president of a New York City company in local directories.

By 1929, the former Dula estate was divided into three parts (Hopkins 1929). The area between Sheldon Avenue and the main access road, which included the large brick barn, is depicted as being owned by Marjorie L. Binger. A 1946 Atlas of the Town of Greenburgh indicates that an R. L. Binger was the property owner by that date and no other changes were noted.

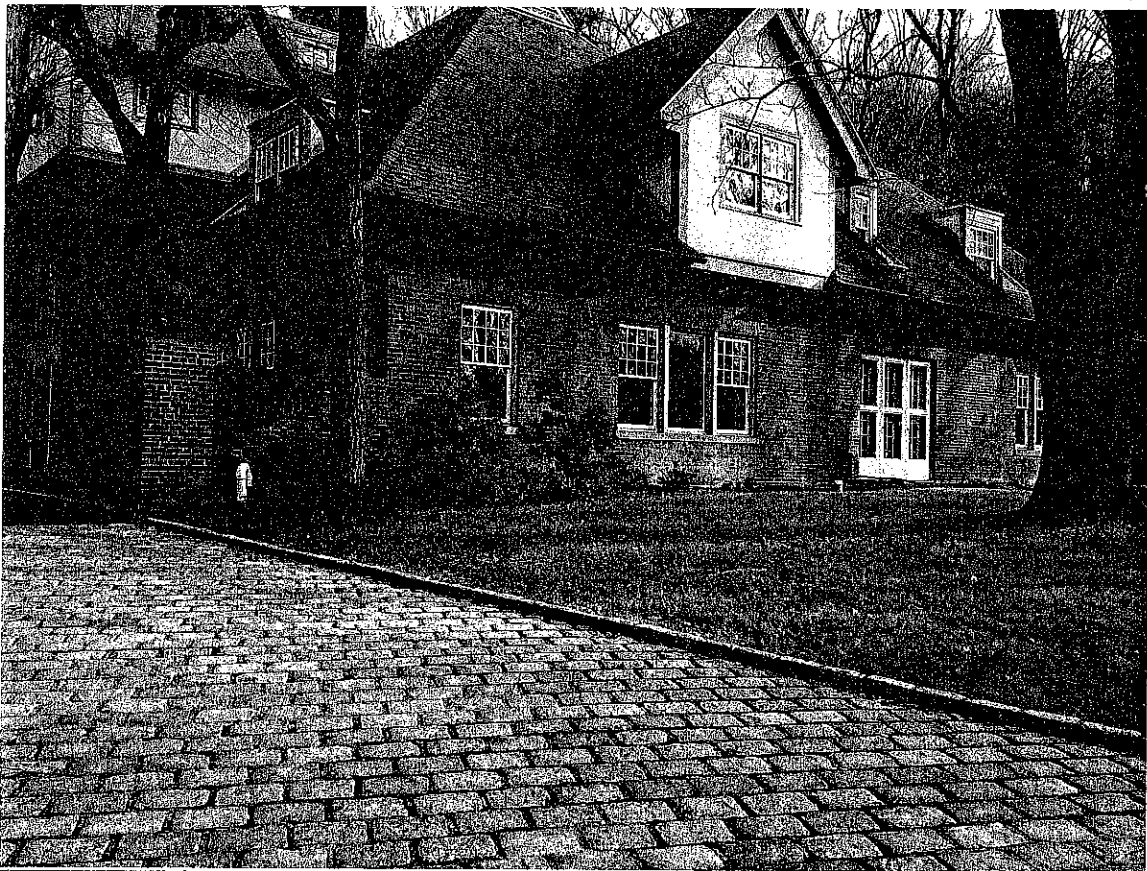
Brick Farm Barn Building

The two-story brick building is a dairy "Farm Barn" that may have been designed by R. H. Robertson (1849–1919), or in the "*Robertson style*" during the late 1890s for Mrs. Josiah Macy. Robert Henderson Robertson was a prolific designer on residential, commercial, and institutional buildings in the late nineteenth and early twentieth centuries. Although Robertson had been involved in designing some of the earliest "skyscrapers" in New York City including the American Tract Society Building (1896), a 23-story neo-Renaissance structure, and the Park Row Building (1896-1899) a 32-story, twin-domed structure, he also designed estate buildings. Robertson designed two other local mansions, Richmond Hill in Irvington and Shadowbrook in Tarrytown.

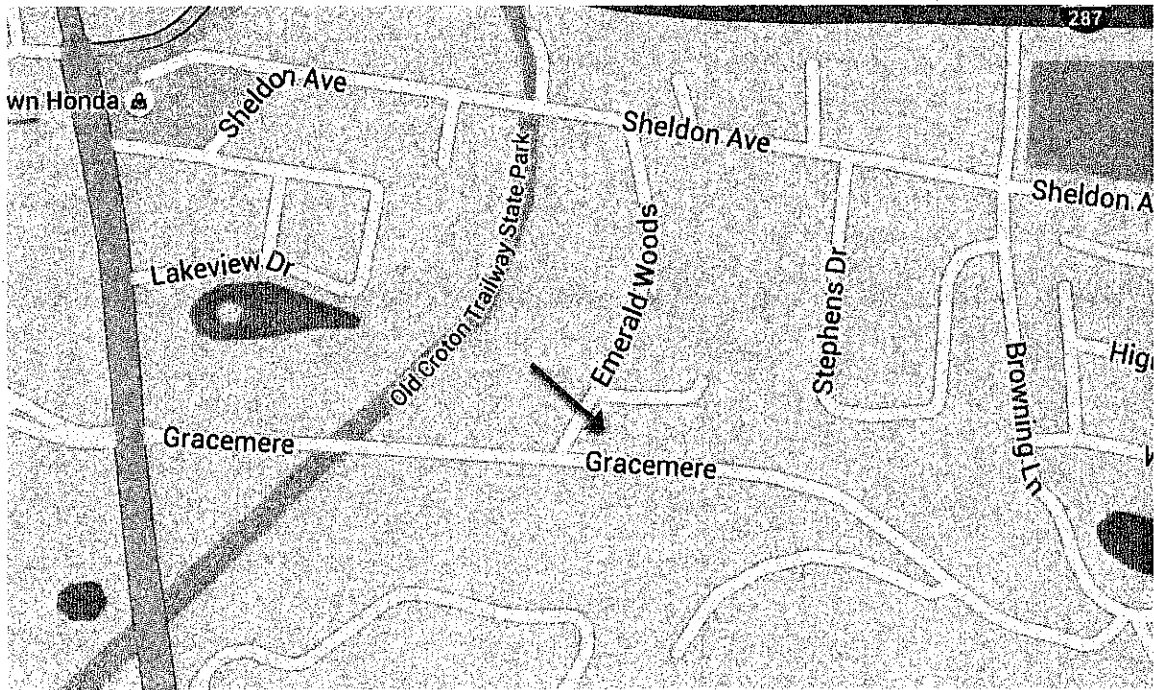
The large farm-barn dairy building was converted into a dwelling by renowned Tarrytown architect, Chester A. Patterson in the 1920s for Robert Dula. Patterson also designed Robert Byron Dula's Neo-Classical Palladian Style residence (Soundview Manor) in White Plains in 1922. Patterson was recognized nationally for his designs during the 1920s and 1930s and several of the buildings he designed are on the National and New York State Register of Historic Places.

This is a very unique historic structure in Village of Tarrytown and the exterior still retains its historic appearance. The building is recommended for Landmark Status.

7. Current Photograph (s) / Historic Photograph (s)



8. Historic Map / Current Map Showing Location



Nominated By: The Historical Society, Inc. One Grove Street, Tarrytown, NY 10591

**Local Landmark Nomination
Village of Tarrytown**

1. NAME OF PROPERTY

Current Name: Rose Hill Reservoir

Historic Name: Rose Hill Reservoir

2. LOCATION

Address: Intersection of Rose Hill Avenue and Union Avenue, Tarrytown, NY 10591

3. CLASSIFICATION

Ownership of Property

Private:

Public-Local: X

Public-State:

Public-Federal:

Category of Property

Building(s):

District:

Site:

Structure: X

Object:

4. FUNCTION OR USE

Historic: Water Management

Current: None

Sub: Reservoir

Sub:

5. DESCRIPTION

ARCHITECTURAL CLASSIFICATION: Water Management Feature

MATERIALS:

Foundation: Brick and mortar

Walls: Brick and mortar

Roof: Brick and mortar

Other:

6. SIGNIFICANCE

Areas of Significance: Engineering, Social History

Date(s) of Construction: 1876/1877, 1881

Significant Person(s):

Architect/Builder:

Historic Contexts: Community Water Supply

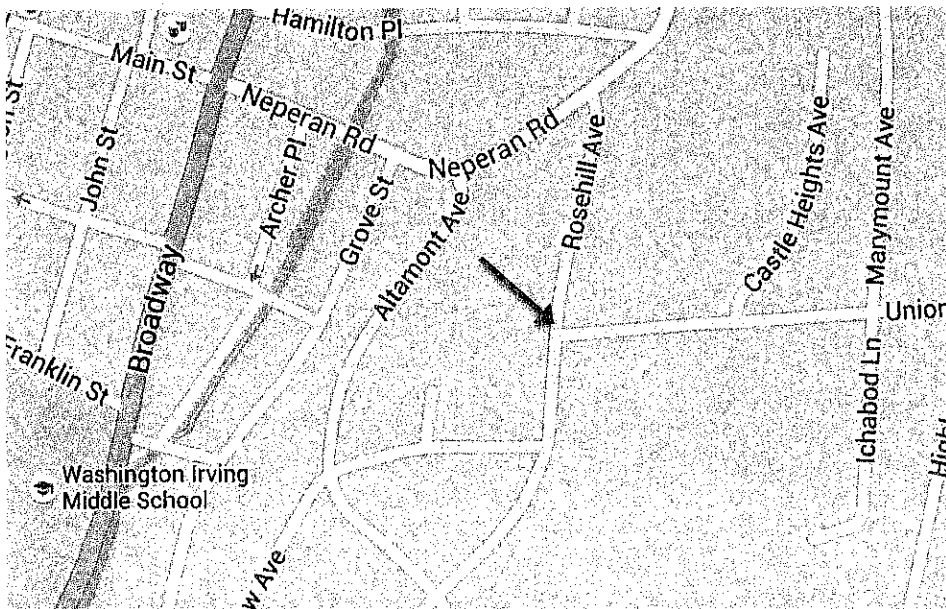
Statement of Significance

After fire gutted 19 buildings downtown in 1876, the need for an effective water supply for firefighting was evident. In August one of the early water retention systems that was created by the Village to assist with fire management was the Rose Hill Reservoir (voted by Board of Trustees on Aug. 2). The cornerstone was laid on December 19 of that year. The size of the reservoir is 50 feet x 40 feet – and 15 feet deep – with a capacity to hold 225,000 gallons of water. The reservoir initially used water pumped in via pipes from a small brook. In 1881, the Village voted to sink an artesian well on Neperan Road to supply the reservoir with clean potable water.

The Rose Hill Reservoir is recommended for landmark status.

7. Current Photograph (s)/Historic Photograph (s)

8. Historic Map/Current Map Showing Location

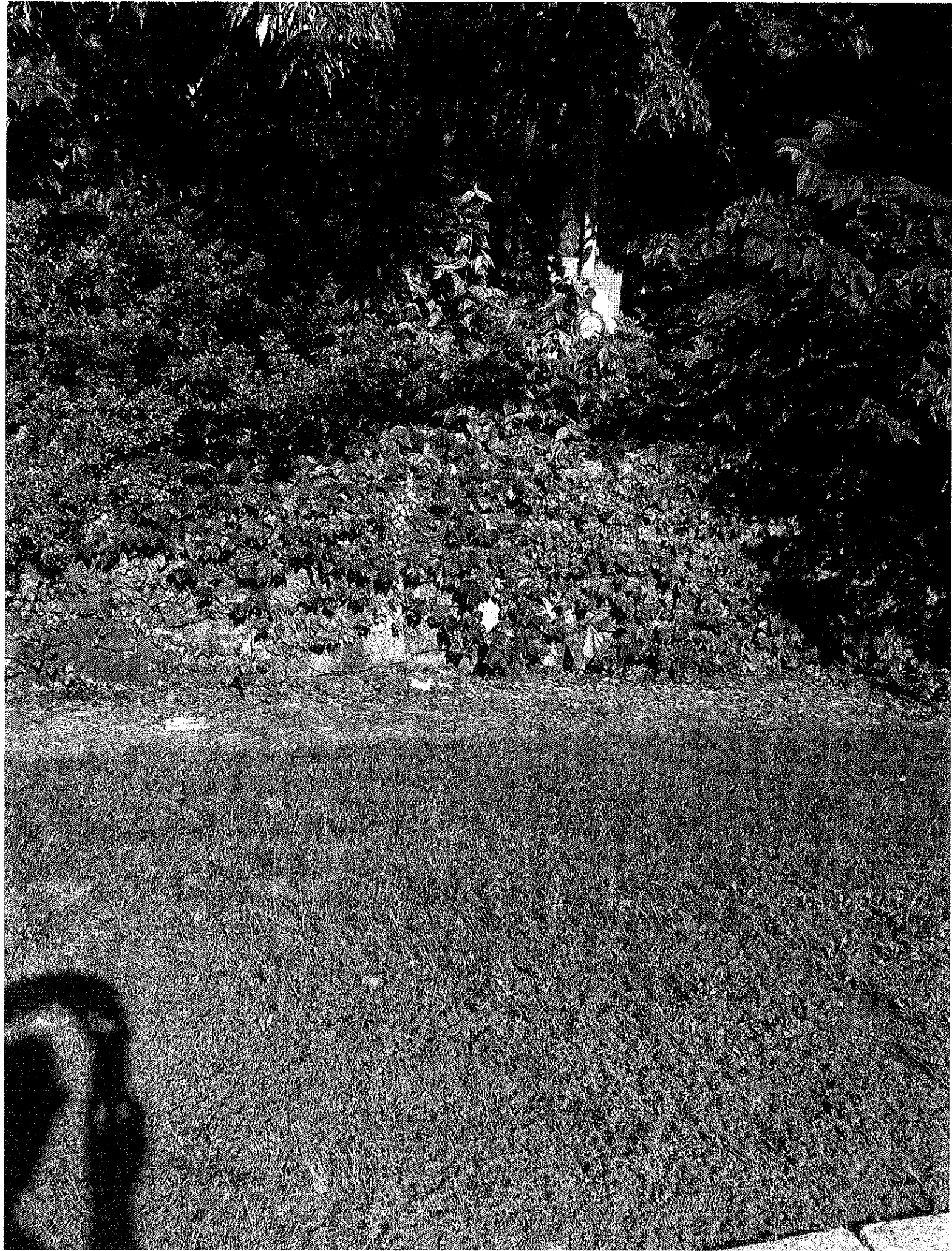


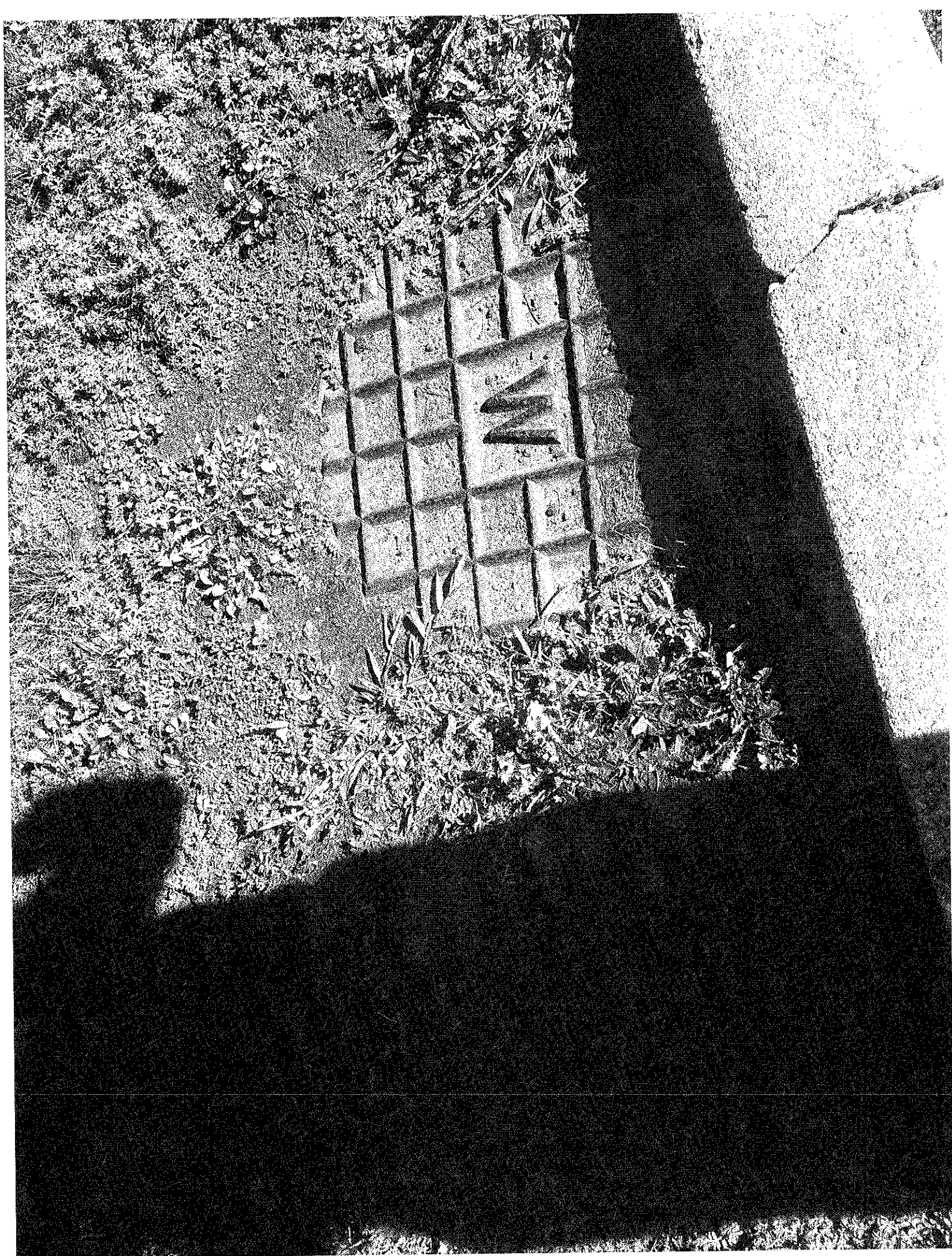
Nominated By: The Historical Society, Inc. One Grove Street, Tarrytown, NY 10591

PHOTOS
ROSEHILL
UNION











**Local Landmark Nomination
Village of Tarrytown**

1. NAME OF PROPERTY

Current Name: World War I Memorial

Historic Name: World War I Memorial

2. LOCATION

Address: 18 North Broadway, Tarrytown, NY 10591

3. CLASSIFICATION

Ownership of Property

Private: X

Public-Local:

Public-State:

Public-Federal:

Category of Property

Building(s):

District:

Site:

Structure:

Object: X

4. FUNCTION OR USE

Historic: Monument/Marker

Sub:

Current: Monument/Marker

Sub:

5. DESCRIPTION

ARCHITECTURAL CLASSIFICATION: Monument/Marker

MATERIALS:

Foundation: Stone and mortar

Walls:

Roof:

Other: Bronze Statue and Marker

6. SIGNIFICANCE

Areas of Significance: Social History, Community Commemoration

Date(s) of Construction: 1927

Significant Person(s):

Architect/Builder: J. P. Pollia (Artist)

Historic Contexts: Community Monument/Educational Property

Statement of Significance

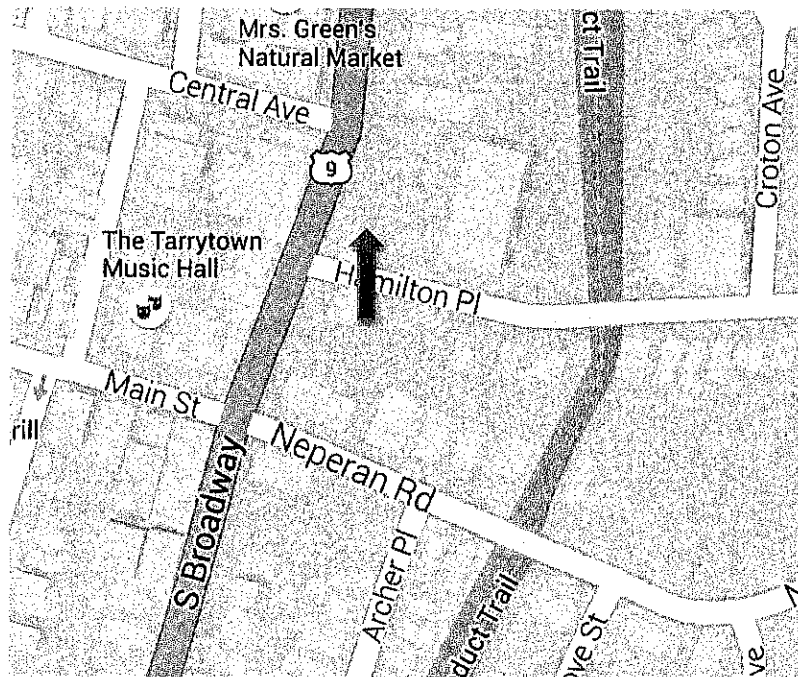
Honoring those who served our country and the eight who made the supreme sacrifice during World War I. The statue was unveiled during a ceremony on May 30, 1927. The artist who designed the monument was J.P. Pollia, the Director of the Modern School of Sculpture in Boston, Massachusetts. Pollia designed numerous monuments during the 1920s and 1930s.

The statue, designed by J. P. Pollia, is recommended for landmark status.

7. Current Photograph (s)/Historic Photograph (s)



8. Historic Map/Current Map Showing Location



Nominated By: The Historical Society, Inc. One Grove Street, Tarrytown, NY 10591

**Local Landmark Nomination
Village of Tarrytown**

1. NAME OF PROPERTY

Current Name: Tarrytown Lakes

Historic Name: Tarrytown Lakes

2. LOCATION

Address: Neperan Road, Tarrytown, NY 10591

3. CLASSIFICATION

Ownership of Property

Private:

Public-Local: X

Public-State:

Public-Federal:

Category of Property

Building(s):

District:

Site: X

Structure:

Object:

4. FUNCTION OR USE

Historic: Reservoir

Sub:

Current: Lakes, Recreational

Sub:

5. DESCRIPTION

ARCHITECTURAL CLASSIFICATION: Man-Made Lakes

MATERIALS:

Foundation:

Walls:

Roof:

Other:

6. SIGNIFICANCE

Areas of Significance: Engineering, Social History

Date(s) of Construction: 1888

Significant Person(s):

Architect/Builder:

Historic Contexts: Community Water Supply/Recreational

Statement of Significance

The need for a comprehensive public water management system was an ongoing issue for residents of Tarrytown during the late 19th century. During August 1887, Village residents voted for a \$100,000 bond that would allow the filling the swampy Storm Brook Valley and create a large reservoir. (Supplemental bonds were approved as the project moved forward.) A 24-foot dam was built across the valley and the houses of 5 residents were relocated. The design called for two artesian wells to be sunk that would help feed two large lakes. The foundations of these wells are still present. Completed in November 1888 – the upper lake is spread over 20 acres and contains 20 million gallons of water and the lower lake is spread over 50 acres and holds 170 million gallons of water. The new system was able to provide up to 1 million gallons a day with a final cost of approximately \$450,000.

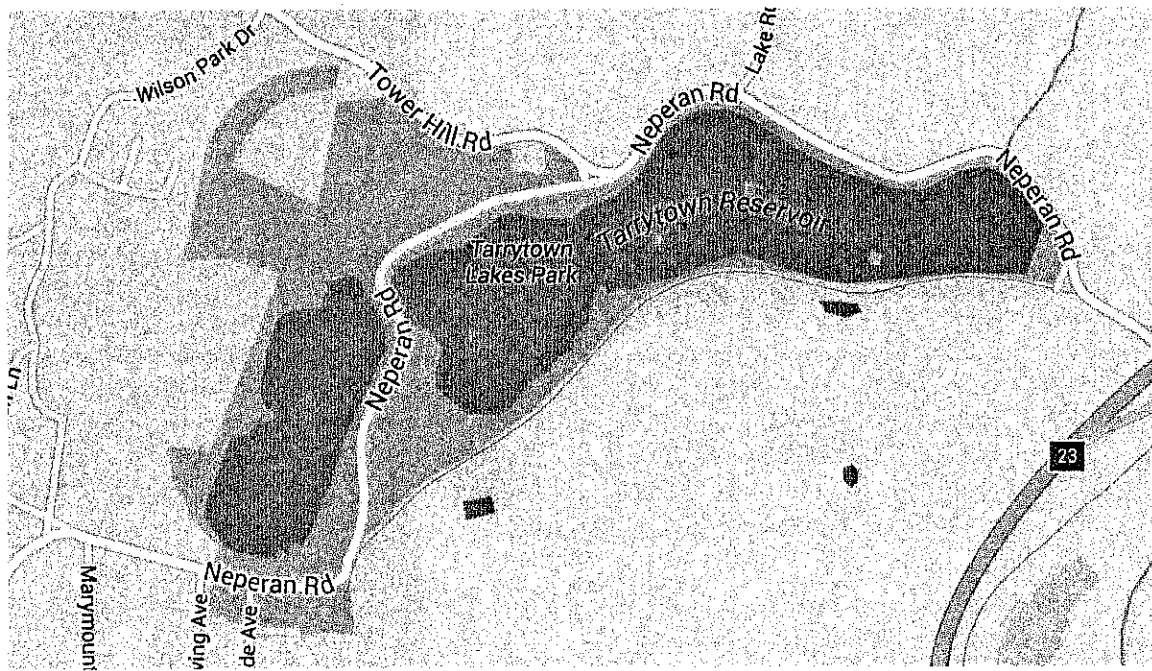
Over the next century, this water management system also offered residents a beautiful location for recreation in the form of fishing, hiking and skating.

The Tarrytown Lakes are recommended for landmark status.

7. Current Photograph (s) / Historic Photograph (s)



8. Current Map / Historic Map Showing Location



Nominated By: The Historical Society, Inc. One Grove Street, Tarrytown, NY 10591

**Local Landmark Nomination
Village of Tarrytown**

1. NAME OF PROPERTY

Current Name: Gate entry for Edgemont Condominiums

Historic Name: Gate entry for Julian F. Detmer Estate

2. LOCATION

Address: 200 Benedict Avenue

3. CLASSIFICATION

Ownership of Property

Private: X

Public-Local:

Public-State:

Public-Federal:

Category of Property

Building(s):

District:

Site:

Structure: Gate and Fence

Object:

4. FUNCTION OR USE

Historic: Residential

Current: Residential

Sub: Estate

Sub: Multi-family

5. DESCRIPTION

ARCHITECTURAL CLASSIFICATION: Entry Gate

MATERIALS:

Foundation:

Walls:

Roof:

Other: Cast Iron, Field Stone

6. SIGNIFICANCE

Areas of Significance: Social History, Landscape History

Date(s) of Construction: ca. 1900

Significant Person(s): Julian Francis Detmer

Architect/Builder:

Historic Contexts: Estate, Arboretum

Statement of Significance

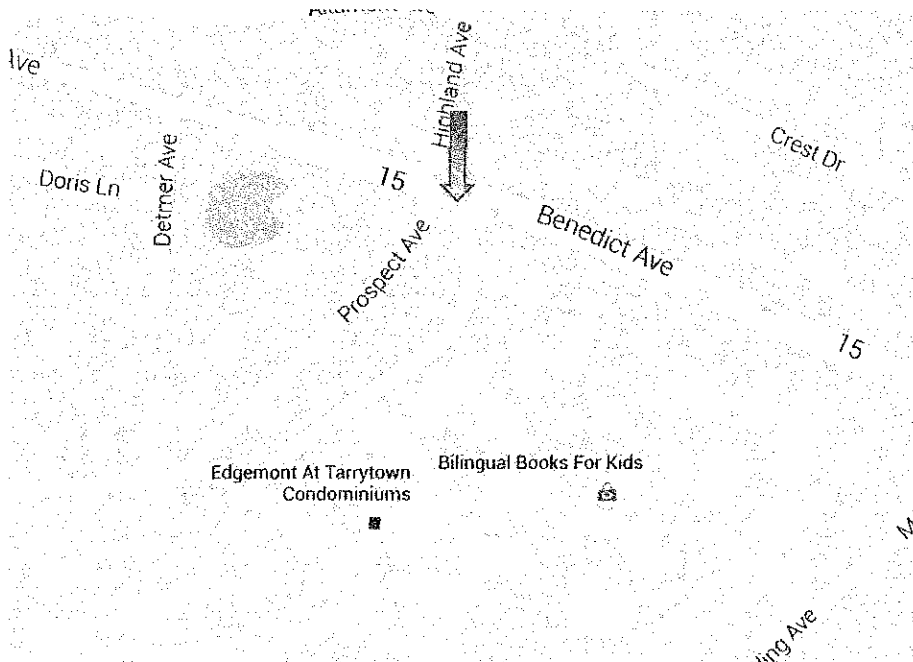
Julian Francis Detmer was born in Cleveland Ohio on December 4, 1865. As a young man he trained to be a merchant tailor and in 1888 he founded the Detmer Woolen Company. The business grew rapidly and he moved the headquarters to Chicago in 1890. Between 1899 and 1912 Detmer opened branches of his prosperous business in San Francisco, Los Angeles, Seattle, Kansas City, Boston, and New York City. Under Detmer's leadership, his company became the largest distributor of imported and domestic woolens and tailors' trimmings. In 1900 Detmer moved to New York City and began looking to purchase a country home in the surrounding area. The same year he moved to New York, Detmer purchased the Helen Thompson estate on Benedict Avenue in Tarrytown. The main residence was updated and patterned after a Normandy chateau. A grand entrance to the estate was installed with stone pillars and cast iron fence posts. Detmer's last name was carved near the top of each pillar. After purchasing the Thompson estate, Detmer also purchased a few of the surrounding properties and designed a beautiful 100-acre arboretum. The estate, which was named *Edgemont*, and listed in records as *Detmers Nurseries*, served to highlight Detmer's hobby as an amateur landscape gardener. He had over 1500 varieties of trees and shrubs shipped to the estate from Europe and displayed the finest collection of deciduous and evergreen trees in the United States. The nurseries eventually contained over one hundred thousand specimens of flowering and ornamental shrubs.

The mansion burned in 1971 and the estate was sold to a developer in 1973. Edgemont condominiums, the first in Tarrytown, were built the following year. The entry gate is the most recognizable feature of the former grand arboretum.

7. Current Photograph (s)/Historic Photograph (s)



8. Historic Map/Current Map Showing Location



Nominated By: The Historical Society, Inc. One Grove Street, Tarrytown, NY 10591

**VILLAGE OF TARRYTOWN
VILLAGE ADMINISTRATOR'S OFFICE
MEMORANDUM**

TO: Mayor Fixell and the Board of Trustees
FROM: Michael Blau, Village Administrator
RE: Fishing Buttons
DATE: July 28, 2016

At a previous Work Session, the Board discussed the concept of amending the provision in Chapter 201 regarding fishing in the Tarrytown Lakes. Specifically, the issue arose in regards to a question posed to the Board concerning who can fish in the Tarrytown Lakes, because the provisions in the Master Fee Schedule are different than what is included in the Village Code. The Village Code states the following:

§ 201-6. Specific restrictions; penalties for offenses.

A. Specific restrictions shall be as follows:

(14) It shall be unlawful for any person to fish in the lakes or inland waterways of the Village of Tarrytown, to set bait or traps or cast a net, line or hook for or to remove fish or amphibious creatures from such lakes or waterways or from their immediate environs without first obtaining a license therefor from the Village Clerk, which license shall be issued annually. Fishing shall be permitted only from April 1 through November 30 of any year.

(15) Licenses for the purposes set forth in Subsection A(14) of this section shall be issued annually to all persons residing in the Village of Tarrytown and all persons who are on active duty with the Armed Forces of the United States upon application therefor and] upon payment of a fee as set by resolution of the Board of Trustees; provided, however, that no fee shall be charged to residents of the village under the age of 16 years or over the age of 70 years or to members of the Armed Forces of the United States.

The Village had issued permits to residents of the Village of Sleepy Hollow dating back at least to 1987, when I first came to Tarrytown. The Board added residents of the Towns of Greenburgh and Mount Pleasant to the list of people who could obtain fishing licenses in April 2011. The fee schedule is as follows:

- | | |
|--|---------|
| • Tarrytown Resident | \$5.00 |
| • Sleepy Hollow Resident | \$10.00 |
| • Greenburgh and Mount Pleasant Resident | \$15.00 |

Please be advised that the Village Clerk has issued 153 fishing buttons for 2016, generating \$1,225 in revenue.

I am seeking input from the Board concerning the following questions:

1. Does the Board want to continue to regulate fishing buttons?
2. If yes, does the Board want to expand fishing in the Tarrytown Lakes beyond residents of the communities noted in the Master Fee Schedule?
3. If yes, to whom?

RESOLUTION

WHEREAS, interested residents, officials from the municipalities of Sleepy Hollow, Tarrytown, Irvington, Dobbs Ferry and Hastings-on-Hudson (the Villages) have come together subsequent to a "Complete Streets" workshop held in Hastings in the Fall of 2015 with the intent to work together to achieve safer bicycle and pedestrian conditions in the shared "Route 9 Corridor" (Project Team)" and

WHEREAS, the Villages are members of the inter-municipal joint venture known as Sustainable Westchester which hosted the Complete Streets workshop and has offered to serve as the applicant on behalf of the communities; and

WHEREAS, the New NY Bridge project includes a dedicated bicycle/pedestrian lane on the new northern span of the bridge; and

WHEREAS, the New NY Bridge project authorities have indicated that planning and demonstration activity for bicycle/pedestrian enhancements and facilitating such connections on roadways adjoining and feeding the New NY Bridge traffic corridor, such as the Route 9 Corridor, would be appropriate scope for an application for such funding; and

WHEREAS, the Villages, under the auspices of Sustainable Westchester, submitted a Letter of Interest (LOI) to the New NY Bridge Community Benefits Program stating their intent to apply for \$150,000 in funding for a proposed Active Transportation Corridor Study and Plan along U.S. Route 9, from Hastings through Sleepy Hollow and interconnecting with the planned bicycle/pedestrian lane on the New NY Bridge; and

WHEREAS, following submission of LOI, the New NY Bridge Community Benefits Program issued a written communication stating the LOI had been reviewed by the Grant Review Committee and invited the Villages to submit a formal application for funding; and

WHEREAS, it is understood that the target funding program does not require a match from applicants; and

WHEREAS, the Villages have previously agreed to retain a grant-writer for this purpose;

NOW THEREFORE, BE IT RESOLVED that the Board of Trustees of the Village of Tarrytown is desirous of working with its neighbors to achieve the bicycle and pedestrian enhancements as envisioned and supports the grant application.

BE IT FURTHER RESOLVED that the Board recognizes the positive impact such enhancements offer for quality of life of the residents and commercial vibrancy of the communities who would participate in this program.

BE IT FURTHER RESOLVED that the Board supports and endorses said application and authorizes its submission in its name along with the names of the other Villages.

August 11, 2016

Warner Library
Maureen Petry - Director
121 North Broadway
Tarrytown, NY 10591

Dear Maureen,

On August 2, 2016, four bids were received and opened for the Warner Library Program Rooms Renovation Project. These bids are reported in detail on the enclosed Bid Tabulation Sheet. We have reviewed all four bids and find all to be complete and responsive. We understand from our discussion after the bids were opened that the base scope of work and all of the alternates can be supported by available funds for the construction phase of the project. Based on this, the apparent low bidder is CW Brown – a Division of LeChase Construction Services LLC.

From a review of CW Brown-LeChase's qualifications and other information included with their bid and obtained during analysis of their bid, CW Brown has been in business since 1984 as a General Contractor. CW Brown was recently purchased by LeChase – a Rochester New York based firm that has committed resources to maintaining the local construction firm feeling built by CW Brown over the last 32 years. Their project list provided on their statement of qualifications includes: Swiss Re in Armonk, Fordham University in the Bronx, FujiFilm Holdings in Valhalla and PepsiCo in Valhalla. After conversations with representatives from Swiss Re, Fordham and FujiFilm, it is clear that these clients (both former and present) hold CW Brown in high regard as a General Contracting firm that provides reasonable pricing; communicates well; is easy to work with; brings solutions to the table; has a professional, respectful and informative on site team; has good 'back' office support; seldom has change orders and, when they do, occur under extraordinary circumstances; always does a good job and meets deadlines.

Their body of work covers the Tri-State area and they currently have approximately 60 projects under construction. Their work experience includes out-of-the-ground construction, additions, alterations and associated sitework. They have worked extensively for the County of Westchester and have long-standing experience with public works, prevailing wage construction projects.

Ms. Renee Brown is President and CEO and Fred Sciliano is Senior Vice President of the firm. Fred would be serving as the executive in charge of the project and would have a "hands on" role in your project. A copy of CW Brown-LeChase's company overview is enclosed.

Based on our analysis, we recommend award of the Project to CW Brown – a Division of LeChase Construction Services LLC as the lowest responsive bidder. We shall await your further instructions before proceeding with notifications and Contract preparation.

Sincerely,



Bob Gabalski
Project Director

cc: Jim Lothrop – Partner-in-Charge

BID RESULTS TABULATION

PROJECT NAME: Warner Library Third Floor Program Rooms Renovation
PROJECT NUMBER: 1591-00
OWNER: Village of Tarrytown
ADDRESS: 121 North Broadway, Tarrytown, NY
ARCHITECT: Lotbip Associates LLP
DATE OF BID OPENING: 8/2/2016
TIME OF BID OPENING: 11:00 AM
DATE PREPARED: 8/5/2016

Item	Bidder Name/Company	Bid Bond Y or N	Base Bid Amount	Add/Alt #1a Rm 307 Carpet	Add/Alt 1b Rm 307 Ceiling	Add/Alt 1c Rm 307 Lights	Add/Alt 1d Rm 307 Painting	Add/Alt 2a Rm 308 Carpet	Add/Alt 2b Rm 308 Painting	Add/Alt 3 Hall Dr Hardware	Total Alternates	Total Base Bid plus Alternates	Schedule of Values Provided
1	CW Brown - A Division of LeChase*	Y, AIA A310	\$270,572.00	\$3,205.00	\$2,140.00	\$3,450.00	\$986.00	\$3,205.00	\$986.00	\$16,590.00	\$30,564.00	\$301,136.00	Y, AIA G703 (complete)
2	Vinco Builders LLC**	Y, AIA A310	\$368,700.00	\$3,325.00	\$2,300.00	\$9,607.92	\$1,800.00	\$3,325.00	\$1,800.00	\$8,551.00	\$30,708.92	\$369,408.92	Y, AIA G703 (complete)
3	BLH Construction, Inc.***	Y, AIA A310	\$369,661.00	\$4,184.00	\$3,700.00	\$10,298.00	\$693.00	\$4,631.00	\$754.00	\$6,093.00	\$30,353.00	\$400,014.00	Y, AIA G703 (complete)
4	Divine Construction Corp.****	Y, AIA A310	\$425,000.00	\$2,700.00	\$3,400.00	\$9,250.00	\$1,500.00	\$2,700.00	\$1,700.00	\$5,750.00	\$26,000.00	\$451,000.00	Y, AIA G703 (complete)

* CW Brown (Notes)
1 Section C Bid Proposal Form submitted - Complete and Notarized - Statement of Qualifications Form Complete
2 Allowances Form 004321 submitted - Complete
3 Unit Prices Form 004322 submitted - Complete
4 Alternates Form 004323 submitted - Complete
5 Surety Acknowledgement Form submitted - Complete and Notarized
6 Power of Attorney Form submitted - Complete
7 Financial Statement submitted - Complete and Notarized
8 Insurance Certification Form submitted - Complete
9 Certificate of Liability Insurance Form submitted - \$5,000,000 Commercial Liability, \$5,000,000 General Aggregate, \$10,000,000 Umbrella
10 Reference #1: Swiss Re, Armonk, NY Dennis Morrissey (914) 828-6672 (8/4/16) CW Brown did a \$1.75M Learning Center Project for them that included general construction and MEP/FPP trades. Work was mostly inferior. They did a good job, were proactive and easy to work with, met all deadlines, were on budget, brought solutions to the table, seldom had change orders, any change orders were initiated by the Owner. Charges for change orders had to be for extraordinary reasons. A/E drawings were good. Submittals were on time.
11 Reference #2: Fuji Film, Stamford, CT Nancy Juenamiana (914) 789-8519 (8/4/16) CW Brown has done work for Fuji Film for 20 years. Their last project was a \$1.25M office consolidation project in Stamford and included general construction and MEP/FPP trades. They've always done a good job. Pricing is reasonable. They work was performed on time. They are a good team. Change orders are reasonable. They don't hunt for change orders. A/E drawings were not the best. They are a good team. They worked well as a team and got the job done. They have a good, reactive submittal process. Communication is VERY good and their on site team is respectful and informative.
12 Reference #3: PepsiCo, Thomas Gaipa (914) 742-4881. Awaiting return phone call.
13 Reference #4: Fordham University, John Spacarelli (718) 817-4837. Awaiting return phone call.

** Vinco Builders LLC (Notes)	
1	Section C Bid Proposal Form submitted - Complete and Notarized - See attached List of References in lieu of Statement of Qualifications Form
2	Allowances Form 004321 submitted - Complete
3	Unit Prices Form 004322 submitted - Complete
4	Alternates Form 004323 submitted - Complete
5	Surety Acknowledgement Form submitted - Complete and Notarized
6	Power of Attorney Form submitted - Complete
7	Financial Statement submitted - Complete and Notarized
8	Insurance Certification Form submitted - Complete
9	Certificate of Liability Insurance Form submitted - \$1,000,000 Commercial Liability, \$2,000,000 General Aggregate, \$5,000,000 Umbrella
10	AA A305 - Statement of Qualifications Form submitted - Complete
11	Completed Project List submitted
12	1st floor folding door substitution submitted

** BLH Construction, Inc. (Notes)	
1	Section C Bid Proposal Form submitted - Complete and Notarized - See attached List of References in lieu of Statement of Qualifications Form
2	Allowances Form 004321 submitted - Complete
3	Unit Prices Form 004322 submitted - Complete
4	Alternates Form 004323 submitted - Complete
5	Surety Acknowledgement Form submitted - Complete and Notarized
6	Power of Attorney Form submitted - Complete
7	Financial Statement submitted - Complete and Notarized
8	Insurance Certification Form - Not submitted
9	Certificate of Liability Insurance Form - Not submitted

*** Divine Construction Corp (Notes)	
1	Section C Bid Proposal Form submitted - Complete and Notarized - See attached List of References in lieu of Statement of Qualifications Form, Three letters of Reference Included.
2	Allowances Form 004321 submitted - Complete
3	Unit Prices Form 004322 submitted - Complete
4	Alternates Form 004323 submitted - Complete
5	Power of Attorney Form submitted - Complete
6	Financial Statement submitted - Complete and Notarized
7	Certificate of Liability Insurance Form submitted - \$1,000,000 Commercial Liability, \$2,000,000 General Aggregate, \$5,000,000 Umbrella