

**VILLAGE OF TARRYTOWN
BOARD OF TRUSTEES
WORK SESSION 6:00 P.M.
WEDNESDAY, SEPTEMBER 30, 2015
Tarrytown Village Hall
One Depot Plaza, Tarrytown, New York**

Board of Trustees Concerns

Open Session

1. Peddlers and Solicitors Legislation
2. Water Fund
3. Glenville Fire Protection District 1/1/15 – 12/31/15
4. Planning Board – per Trustee Butler
5. Water Demand Management Plan
6. Fire Department Membership Changes
7. Parks Legislation
8. Security Cameras

Executive Session

- 1A. Recreation
- 2A. Tax Certioraris

PLEASE TAKE NOTICE that the Board of Trustees of the Village of Tarrytown will hold a public hearing on the 7th day of September, 2010, at 8 PM, in the Municipal Building, One Depot Plaza, Tarrytown, New York 10591, to hear, discuss and to act upon a proposed amendments to Chapter 225 entitled "Peddling and Soliciting" of the Code of the Village of Tarrytown. A summary of the legislation is available at Village Hall. The complete text of this legislation follows:

A LOCAL LAW to amend §225-3 Exceptions and § 225-18 Restrictions of Chapter 225 entitled "Peddling and Soliciting" of the Code of the Village of Tarrytown.

SECTION 1. LEGISLATIVE INTENT AND FINDINGS OF FACT.

A. Findings of Fact.

The Board of Trustees of the Village of Tarrytown has determined that there are questions regarding the intent of certain sections of the Chapter as well as enforcement issues that need to be addressed through an amendment to the Chapter. The amendment is designed to eliminate any questions regarding how the law is to be applied and enforced.

B. Legislative Intent.

It is the intent of the Board of Trustees of the Village of Tarrytown to amend the language of §225 entitled "Peddlers and Solicitors" of the Code of the Village of Tarrytown by clarifying which sections of the chapter honorably discharged members of the armed forces are subject to and to make clear the locations in the Village where peddlers and solicitors may and may not peddle and solicit.

Material to be deleted appears in parenthesis (), material to be added is in **bold typeface**.

SECTION 2. Amendment to § 225-3 Exceptions of Chapter 225 entitled "Peddlers and Solicitors" of the Code of the Village of Tarrytown.

Nothing in this chapter shall be held to apply to any sales conducted pursuant to statute or by order of any court; to any person selling personal property at wholesale to dealers in such articles; to merchants having an established place of business within the village where there are employees for soliciting orders from customers and delivering the same; to farmers and persons who produce such commodities; (to any honorably discharged member of the United States Armed Forces who has procured a license as provided by the General Business Law of the State of New York;) or to persons soliciting or collecting for any bona fide charitable organization having a permanent office within a radius of 50 miles of the Village of Tarrytown. All persons named above shall be subject to restrictions hereinafter delineated in §§ 225-7, 225-8, 225-9, 225-10 and 225-16. (to) **Any honorably discharged member of the United States Armed Forces who has procured a license as provided by the General Business Law of the State of New York shall not have to comply with the provisions of Sections 4, 5 or 6 and any fees**

associated with obtaining a certificate, provided a copy of a valid license so issued is provided to the Village Clerk.

SECTION 3. Amendment to § 225-18 Restrictions of Chapter 225 entitled "Peddlers and Solicitors" of the Code of the Village of Tarrytown.

D. Not stand or permit the vehicle used by him to stand at any of the following locations:

Broadway – between Wildey Street and Franklin Street

Main Street – between Broadway and Cortlandt Street/Depot Plaza

Neperan Road – between Broadway and Grove Street

Any Village parking lot

Any Village park, subject to the following exceptions:

During organized activities under the direction or sponsorship of the Recreation Department where prior permission has been granted by the Village

During organized activities under the direction or sponsorship of the Village where prior permission has been granted by the Village

During other scheduled events where the sponsor of the event has given written permission and a copy has been provided to the Village Clerk

E. Not stand or permit the vehicle used by him to stand in any one place in any public place, street or on a private lot adjacent to a public street for more than two hours. For the purposes of this Chapter, the vehicle must be moved out of the area (at least one-quarter mile) where the vehicle has been located for peddling and/or soliciting.

F. Not create or maintain any booth or stand or place any barrels, boxes, crates or other obstructions upon any street or in an open lot adjacent to a street or public way for the purpose of selling or exposing for sale any goods, wares or merchandise.

SECTION 4. EFFECTIVE DATE

This local law shall take effect immediately, as provided by law.

All interested parties are invited to attend and be heard. Access to the meeting room is available to the elderly and the handicapped. Signing is available for the hearing-impaired; a request must be made to the Village Clerk at least five days in advance of the meeting.

**BY ORDER OF THE BOARD OF TRUSTEES
OF THE VILLAGE OF TARRYTOWN**

DATED: August 4, 2010

§ 225-18. Restrictions.

A registered hawker, peddler or solicitor shall:

A.

Not falsely or fraudulently misrepresent the quantity or quality of any article offered for sale or offer for sale any unwholesome, tainted or diseased provisions or merchandise.

B.

Keep the vehicles and receptacles used by him in a clean and sanitary condition and keep the foodstuffs and edibles offered for sale well covered and protected from dirt, dust and insects.

C.

Not stand or permit the vehicle used by him to stand in one place in any public place, street or on a private lot adjacent to a public street for more than 10 minutes or in front of any premises for any time if the owner or lessee of the premises objects.

D.

Not stand or permit the vehicle used by him to stand at any of the following locations:

[Added 9-20-2010 by L.L. No. 12-2010^{III}]

(1)

Broadway: between Wildey Street and Franklin Street.

(2)

Main Street: between Broadway and Cortlandt Street/Depot Plaza.

(3)

Neperan Road: between Broadway and Grove Street.

(4)

Any Village parking lot.

(5)

Any Village park, subject to the following exceptions:

(a)

During organized activities under the direction or sponsorship of the Recreation Department where prior permission has been granted by the Village.

(b)

During organized activities under the direction or sponsorship of the Village where prior permission has been granted by the Village.

(c)

During other scheduled events where the sponsor of the event has given written permission and a copy has been provided to the Village Clerk.

E.

Not stand or permit the vehicle used by him to stand in any one place in any public place, street or on a private lot adjacent to a public street for more than two hours. For the purposes of this chapter, the vehicle must be moved out of the area (at least 1/4 mile) where the vehicle has been located for peddling and/or soliciting.

[Added 9-20-2010 by L.L. No. 12-2010]

F.

Not create or maintain any booth or stand or place any barrels, boxes, crates or other obstructions upon any street or in an open lot adjacent to a street or public way for the purpose of selling or exposing for sale any goods, wares or merchandise.

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VILLAGE OF TARRYTOWN

- Internal Memorandum -

DATE: September 14, 2015

TO: Michael Blau, Village Administrator

FROM: James J. Hart, Village Treasurer

SUBJECT: Water Fund & Briarcliff Payments

There was a discussion by the Board of Trustees in 2004 at a work session on how to pay for new water meters that we were going to buy. One idea was that the money that we would get from the Briarcliff Water agreement could possibly be used to offset the cost of the incurred debt service. Our meters at that time were about nine years old and according to the engineers on the project the meters could be running about 1% slower per year after a meter has been in use for more than seven years. I brought this to your attention and you asked me to discuss it with the Board at the July 15 Work Session. I brought it up and I was asked to provide information as to the costs associated with the meter project.

I brought this to your attention since the Water Fund Surplus is low right now and this is one way to lower any potential increase in the water rates and infuse needed cash into the fund. We do have a good surplus in the General Fund and I realize that the Village Board may have other plans for this surplus but I just wanted to bring this past idea up.

The cost of the Water Meter project was \$882,545.64 which covers a period of from 2007 through 2011 for the buying of the meters and the installation. We borrowed \$700,000 via a Bond Anticipation Note in September 2006 for the meter project.



Timothy W. Lewis
Town Attorney

TOWN of GREENBURGH

Office of the Town Attorney

177 Hillside Avenue
Greenburgh, New York 10607
Telephone (914) 989-1615
Telefax (914) 993-1656 / E-fax (914) 989-1627

David R. Fried
First Deputy Town Attorney
Edward M. Lieberman
Peter Carparelli
Richard L. Marasse
Margaret C. Taglia
Deputy Town Attorneys
Ellen Franzese/Paralegal

RECEIVED

SEP 14 2015

TARRYTOWN VILLAGE
ADMINISTRATOR

September 10, 2015

Michael Blau
Village Administrator
Village of Tarrytown
1 Depot Plaza
Tarrytown, NY 10591

Re: Glenville Fire Protection District Agreement
Term: January 1, 2015 through December 31, 2015

Dear Mr. Blau:

Enclosed please find two partially executed agreements on the above-referenced matter. Please execute both agreements, have the Village Seal imprinted on Page 7, provide the required proof of insurance, complete the Contractor's Certificate of Authority page and return one copy to the Town Attorney's office, keeping one copy for your files.

I have also included a receipt acknowledging that you have received a copy of the Town of Greenburgh's Code of Ethics (attached). Please sign the form and return to my attention along with the executed agreement.

Thank you.

Very truly yours,

Timothy W. Lewis
TIMOTHY W. LEWIS
Town Attorney

TWL/mp
Enclosures

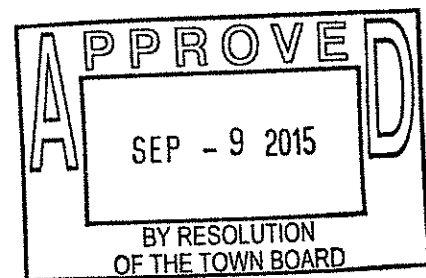
RESOLUTION AUTHORIZING THE TOWN SUPERVISOR TO ENTER INTO A ONE YEAR CONTRACT COMMENCING JANUARY 1, 2015 THROUGH DECEMBER 31, 2015 WITH THE VILLAGE OF TARRYTOWN FOR FIRE PROTECTION SERVICES TO THE GLENVILLE FIRE PROTECTION DISTRICT, FOR AN AMOUNT NOT TO EXCEED \$293,188

WHEREAS, the Fire Department of the Village of Tarrytown has for many years provided fire protection to the part of the Unincorporated Area known as the Glenville Fire Protection District; and

WHEREAS, both the Village of Tarrytown and the Town of Greenburgh wish to continue contracting for such fire protection services for the year 2015; and

WHEREAS, a public hearing was held on August 19, 2015, on a proposed agreement for providing such services;

NOW, THEREFORE, BE IT RESOLVED, that the Town Board of the Town of Greenburgh hereby authorizes the Town Supervisor to execute the attached contract with the Village of Tarrytown for fire protection services to the Glenville Fire Protection District for the calendar year 2015, subject to the approval of the Town Attorney as to form and the Town Comptroller as to supporting documentation, for the sum of \$293,188, such amount to be paid within 30 days of the signing of the attached agreement.





AGREEMENT PURSUANT TO TOWN
LAW §§ 176, 184 AND GENERAL
MUNICIPAL LAW ART. 5-G
- BETWEEN -
THE TOWN OF GREENBURGH
- AND -
THE VILLAGE OF TARRYTOWN
TO PROVIDE FIRE PROTECTION SERVICES
TO THE GLENVILLE FIRE PROTECTION DISTRICT

THIS AGREEMENT is made this 10th day of September 2015, by and between the **Town of Greenburgh** (Town), a municipal corporation organized and existing under the laws of the State of New York, located at 177 Hillside Avenue, Greenburgh, New York, acting on behalf of the Glenville Fire Protection District of the Town, and the **Village of Tarrytown** (Village), a municipal corporation organized and existing under the laws of the State of New York, located at One Depot Plaza, Tarrytown, New York 10591;

W I T N E S S E T H :

WHEREAS, the Town Board of the Town of Greenburgh (Town) has established certain fire protection districts in the Town, including the Glenville Fire Protection District (GFPD), to protect residents' property and personal safety from damage or injury by fire; and

WHEREAS, the Village, through its fire department, has provided residents of the Glenville Fire Protection District exemplary fire safety services; and

WHEREAS, it is in the mutual interests of both the Town and the Village to continue furnishing fire protection to residents of the fire protection district; and

WHEREAS, a public hearing was held at Greenburgh Town Hall on August 19, 2015, after notice, for the purpose of considering whether the parties should enter a contract to continue providing residents of the fire protection district fire protection services; and

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WHEREAS, at such hearing the Town Board adopted a resolution, copy attached, authorizing the Town Supervisor to enter into a contract with the Village and the Tarrytown Fire Department to provide fire safety services to residents of the fire protection district;

NOW, THEREFORE, BE IT AGREED by and between the Town, its successors and assigns, and the Village, its successors and assigns, for the consideration named herein as follows:

1 SCOPE of SERVICES

1.1. The Town does hereby engage the Village to provide fire protection services to residents of the Glenville Fire Protection District upon the following terms and conditions:

1.1.1. The Village and the Tarrytown Fire Department (Department) hereby agree to maintain and furnish suitable personnel and equipment to render adequate fire protection within the boundaries of the Glenville Fire Protection District.

1.1.2. When notified by alarm, telephone, or any other manner of a fire within the fire district members of the Fire Department, through the Tarrytown Fire Department, agree to respond without delay and diligently extinguish any fire within the district preventing injury and property damage to the greatest extent practicable.

2. CONSIDERATION

2.1. In consideration of providing the services outlined in ¶1, above, for the year January 1, 2015, through December 31, 2015, the Town agrees to pay the Village the sum of Two hundred Ninety Three Thousand One Hundred Eighty Eight Dollars and No Cents (\$293,188.00), which represents GFPD's percent of the assessment roll of the Village of Tarrytown and the Glenville Fire Protection District as they relate to the sum of the latest filed assessment rolls prepared for these areas in 2014 and applied to the 2014-2015 Village Fire Protection Budget for services rendered during calendar year 2015.

2.2. The Town and the Village agree to use the Chart of Accounts – Fire Protection Districts as set forth on Schedule A, attached, for determining applicable expenses.

2.3. In accordance with General Municipal Law §209-d, the Village agrees to pay to the Fire Department up to thirty-five percent (35%) of the amount paid by the Town to the Village for fire protection services.

2.4. The Town agrees to use its best efforts to make annual payment to the Village pursuant to this Agreement within 30 days from the date of the executed Agreement.

3. TERM

- 3.1 This agreement shall be for a period of one (1) year, commencing January 1, 2015, and terminating on December 31, 2015.

4. INSURANCE

- 4.1 The Village agrees to maintain insurance as required under this paragraph.

4.1.1. Workers' Compensation Insurance. The Village shall take out and maintain during the term of this contract Workers' Compensation Insurance for all employees assigned to the work or perform services hereunder.

4.1.2. General Liability and Property Damage Insurance. The Village shall take out and maintain during the term of this contract general liability and property damage insurance in an amount sufficient to protect from claims for damages for personal injury, including accidental death, as well as from claims for property damage which may arise from operations under this contract. The amounts of such insurance shall be as follows:

4.1.2.1. General Liability Insurance in an amount not less than \$1,000,000 for injuries, including wrongful death, to any one person and subject to the same limit for each person, in an amount not less than \$3,000,000 for any occurrence.

4.1.2.2. Property Damage Insurance in an amount not less than \$1,000,000 for damage on account of all occurrences.

- 4.2. The Village agrees to furnish proof of compliance with the above insurance requirements to the Town and further agrees to name the Town as an additional insured in said policies.

- 4.3. Any claim for damage or injury for services performed under this Agreement to residents of the fire protection district shall be reported to the offices of the Town Attorney and Comptroller as soon as possible and not later than twenty-four hours from the time of such accident or claim. A detailed written report must be submitted to the Town as soon thereafter as possible and not later than three (3) days after the date of such accident.

5. INDEMNIFICATION and SAVE HARMLESS

- 5.1. The Village and the Fire Department hereby agree to indemnify and hold the Town, its officials, officers, agents, employees, and volunteers performing authorized tasks on behalf of the Town, harmless from and against all liability, including all expenses, reasonable attorney's fees, losses and claims, demands, payments, suits, actions, recoveries and judgements of any nature and description whatsoever resulting from any claim or claims

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arising out of this contract, or the procedures leading thereto, for any act or omission of the Fire Department, its agents or employees representatives, or sub-contractors, during or in furtherance of the performance to this Agreement.

6. REQUIRED PROVISIONS of LAW

- 6.1 This Agreement shall be governed by the laws of New York State. Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to have been inserted herein. If any such provision is not inserted through mistake or otherwise, then upon the application of either party, this contract shall be physically amended forthwith to make such insertion.

7. PERMITS and REGULATIONS

- 7.1. The Village and the Fire Department agree to secure and pay for all licenses and permits necessary to perform and render the services set forth above.

8. STATEMENT of NONDISCRIMINATION

- 8.1 The Fire Department shall prominently post, on the site where services hereunder are to be provided, a statement regarding non-discrimination, which statement shall be similar in form to the following:

In compliance with Section 504 of the Rehabilitation Act of 1975 and title VI of the 1964 Civil Rights Act and New York State Executive Orders, no persons will be denied service or access to service based upon race, marital status, sexual orientation or handicapping condition.

9. NO ASSIGNMENT

- 9.1 In accordance with the provisions of Section 109 of the General Municipal Law, the Village and the Fire Department are hereby prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this Agreement, or of any right, title or interest in this Agreement, or the power to execute this Agreement, to any other person or corporation without the prior written consent of the Town.

10 REPRESENTATIONS of the VILLAGE and the FIRE DEPARTMENT

- 10.1 The Village and the Fire Department make the following representations:

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- 10.1.1. The Fire Department is qualified to perform the fire protection services outlined herein.
 - 10.1.2. The Fire Department agrees to participate in the New York State Fire Incident Reporting System and further agrees to forward one copy of each and every report made regarding any fire occurring within the fire protection district to the Town Fire Marshal.
 - 10.1.3. The Fire Department agrees to ensure that all members performing fire protection services are adequately trained and qualified to perform the tasks assigned as determined by completion of a National, New York State or equivalent fire training program and receive any annual or periodic refresher training that may be required.
 - 10.1.4. The Village and the Fire Department agree to assume liability in any action against the Town for any and all loss or damage caused by or to its fire apparatus sustained in answering any call.
 - 10.1.5. In any action against the Town, the Village and the Fire Department agree to assume responsibility for the payment of all claims for injury or death of all persons, including fire personnel, occurring in connection with services rendered under this agreement.
 - 10.1.6. The Fire Department agrees to respond to any fire involving a structure, regardless of whether it is commercial or residential, occupied or unoccupied, with the appropriate firefighting apparatus.
 - 10.1.7. The Fire Department is fully familiar with all federal, state, and local laws, ordinances and regulations which may in any way affect the services to be provided.
 - 10.1.8. The Fire Department is fully licensed by all governing regulatory agencies.
 - 10.1.9. The Village and the Fire Department agree to give the Town a minimum of ninety (90) days notice prior to any capital equipment purchase for fire protection services and costing in excess of \$100,000 and to solicit and weigh the opinion of Town officials prior to taking any vote or making any decision to undertake a capital purchase involving fire protection services. The failure to solicit and consider the Town's opinion regarding such a capital purchase costing \$100,000, or more, prior to any vote or decision, shall result in the capital expense being excluded from the Village's costs and expenses (Schedule A) for purposes of calculating the Town's contribution.
 - 10.2 The Village agrees to obtain the written consent of the Fire Department to the terms and conditions set forth herein.

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11. NOTICES

- 11.1 Any and all notices, communications, payments and demands required under this Agreement shall be in writing, addressed as follows, or to such other address as may hereafter be designated, in writing, by either party hereto:

11.1.1. To the Town: Town of Greenburgh
177 Hillside Avenue
Greenburgh, NY 10607
Attn: Bart Talamini, Comptroller

11.1.2. w/ copy to: John Lucido, Fire Marshal
177 Hillside Avenue
Greenburgh, NY 10607
Elmsford, NY 10523

11.1.3. To the Village: Mayor, Village of Tarrytown
One Depot Plaza
Tarrytown, NY 10591

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

11.1.4. To the Fire Department: Tarrytown Volunteer Fire Department
50 Main Street
Tarrytown, NY 10591

12. WAIVER and MODIFICATION

- 12.1. No waiver of any breach or of any condition of this Agreement shall be binding unless executed in writing and signed by the party waiving such breach. No such waiver shall in any way affect any other term or condition of this Agreement or constitute a cause or excuse for a repetition of such or any other breach unless the waiver shall include the same.
- 12.2. This Agreement constitutes the complete understanding of the parties. No other understandings or agreements, oral or written, are valid and no modification of any provisions of the Agreement shall be valid unless in writing and signed by both parties in accordance with the provisions of Town Law §184.

13. ETHICAL DISCLOSURE

- 13.1. The Village and the Fire Department acknowledge the necessity for the highest ethical standards in all public contracts and accordingly agree to abide by the provisions of the Code

of Ethics, Chapter 570 of the Code of the Town of Greenburgh, attached. Nothing herein shall, however, be interpreted or construed to require employees of the Village or members of the Fire Department to file a financial disclosure statement.

14. AUDIT and INSPECTION

- 14.1. The Village and the Fire Department agree to permit the Town, or any of its authorized representatives, to visit and inspect the program, project or services operated pursuant to this Agreement and permit an audit and/or inspection of all books, records, and accounts relating thereto.
- 14.2 If requested by the Town, the Village will provide the Town with the contract year(s)' annual New York State Office of Fire Protection Call Report broken down by Glenville vs. non-Glenville Protection District calls.

15. DISPUTES

- 15.1. It is mutually agreed by and between the parties hereto, that in any dispute between the Town and the Village the disputed matter shall be settled in the first instance, by mediation in Westchester County, or if that fails, in the Supreme Court of the State of New York, Westchester County.

IN WITNESS WHEREOF, the parties hereto have each agreed to the terms and conditions as set forth herein.

TOWN OF GREENBURGH

By: Paul J. Feiner
Paul J. Feiner, Supervisor

S E A L

VILLAGE OF TARRYTOWN

By: _____
Michael Blau
Village Administrator

S E A L

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In accordance with General Municipal Law §209-d, Tarrytown Fire Department consents to this Agreement, to all the terms and conditions expressed herein and to the payment to be made to the Fire Department by the Village.

TARRYTOWN FIRE DEPARTMENT

By: _____
Terence Murphy, Chief

CERTIFICATE OF AUTHORITY / FIRE DEPARTMENT

STATE OF NEW YORK)
) ss.:
COUNTY OF WESTCHESTER)

On the _____ day of _____, in the year 2015, before me, the undersigned, a Notary Public in and for said State, personally appeared TERENCE MURPHY 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 upon behalf of which the individual acted, executed the instrument.

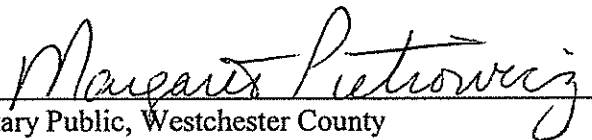
Notary Public, Westchester County

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MUNICIPAL ACKNOWLEDGMENT / GREENBURGH

STATE OF NEW YORK)
) ss.:
COUNTY OF WESTCHESTER)

On the 10th day of September in the year 2015, before me, the undersigned, a Notary Public in and for said State, personally appeared PAUL J. FEINER, 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 upon behalf of which the individual acted, executed the instrument.



Notary Public, Westchester County

MARGARET PIETROWICZ
NOTARY PUBLIC, STATE OF NEW YORK
NO. 01PI4999480
QUALIFIED IN WESTCHESTER COUNTY
COMMISSION EXPIRES JULY 27, 20 18

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MUNICIPAL ACKNOWLEDGMENT / TARRYTOWN

STATE OF NEW YORK)
) ss.:
COUNTY OF WESTCHESTER)

On the ____ day of _____, in the year 2015, before me, the undersigned, a Notary Public in and for said State, personally appeared MICHAEL BLA 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 upon behalf of which the individual acted, executed the instrument.

Notary Public, Westchester County

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

TO: Mayor Fixell and the Board of Trustees
FROM: Michael Blau, Village Administrator
RE: Water Demand Management Plan
DATE: September 23, 2015

At the last Work Session, there was a short discussion about water loss and the performance of a leak detection program every year to reduce or eliminate any leaks in the system that have occurred throughout the year. I noted that the New York City Department of Environmental Protection (NYCDEP) would provide funding for leak detection programs and the Village reached out to obtain information regarding the program. Based upon the information received, the leak detection program is part of an overall program that the NYCDEP calls a "Water Demand Management Plan". What was received from the NYCDEP was a draft document to provide guidance as to what a Water Demand Management Plan would look like and an agreement that would have to be executed between the New York City Water Board and the Village. Those documents are attached herewith and the agreement has been forwarded to the Village Attorney for review.

I have reached out to the network of managers and administrators in the County to ascertain if any communities are currently participating in the program and if the community is participating, is the program worthwhile. Only one response noted participation in the program and that was the Village of Scarsdale. The Village Manager noted the following:

Currently in the midst of the program. NYCDEP hired a qualified consultant from Colorado. Working with him and Bill Richardson and rep. from the DEP'S Environmental Division. Currently reviewing their draft report based on data we provided. Hope to have them help identify and remediate leaks in the distribution system and prepare a comprehensive conservation program amongst other things. They've got some capital funding to spend.

I have found the exercise worthwhile with not an unreasonable demand and effort on our part to date. Ultimate benefit still undecided however.

The NYCDEP provided a list of municipalities that are currently participating in the program. Those communities are:

- Town of Greenburgh
- Village of Scarsdale
- City of Mount Vernon

- Village of Ossining

In addition, the following water companies are participating:

- United Water Westchester
- Westchester Joint Water Works

In addition, the following communities/water companies are in discussion with the NYCDEP to participate in the program and the decision now rests with the municipality.

- City of Yonkers
- Town of New Castle
- Northern Westchester Joint Water Works

I discussed with a NYCDEP representative the obligations of the Village associated with participation in this program. One concern that I had was whether participation obligates the Village to take certain actions during a period of drought that would not be required of other municipalities that had not participated in the program. According to the NYCDEP representative, the obligation during a period of drought is for local municipalities to comply with the County water conservation plan, unless the Village has a plan which is more stringent than the County plan. The representative noted the following:

- The NYCDEP is looking at more than strictly drought situations when it comes to water conservation. There are other factors that may impact upon the taking of water from the NYC system that will have to be addressed by all governments and water companies utilizing the NYC system. One area is the need to conserve while major repairs are made to the NYC water system, but those conservation measures would be system-wide and not directed to municipalities with a water demand management plan.
- The NYCDEP will be looking at updating all water supply agreements for systems outside of New York City.
- The NYC system is less susceptible to climatic water shortages than other systems due to the very large reservoir holding area. The NYCDEP representative noted that there are areas in Rockland County and Bergen County who have implemented water conservation measures because of the lack of rain, but the NYCDEP has not had to take such a step because of the large reservoir system.
- The controlling document for water conservation measures will be the updated water supply agreements and not a water demand management plan.
- Participation in the water demand management plan obligates the Village to work with a consultant selected by the NYCDEP and to develop a plan. There is no further obligation.
- The water demand management plan is what the NYCDEP calls step one. Step two is when a municipality requests implementation funding. The leak detection program is considered part of step two in the process. Step one would identify

- and justify the need for a leak management program (planning) and step two (implementation) would pay for the leak detection firm to work on the system.
- Taking funding in step one does not obligate the Village to move to step two in this process.
 - According to the representative from the NYCDEP, in step one the consultant would prepare an American Water Works Association water loss audit that details water use in the Village's transmission system. This information is then used in conjunction with the Village's customer data to tailor a plan reflective of our system. Some key performance indicators noted by the representative are:
 - Desktop water loss audit
 - Economic evaluation of the water loss
 - Non-revenue water
 - Standard performance indicators include:
 - Non-revenue water as a percentage of volume supplied
 - Real losses per service connection per day
 - Current real annual losses
 - Infrastructure leakage index

I would like to discuss with the Board whether you would like staff to pursue participation in this program.


[Customer Name] Water Demand Management Plan



Produced by [Name of Lead Author, Department]
[Submission Date, Year]

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Produced in partnership with the New York City
Department of Environmental Protection



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1. Introduction

Instructions:

To fill out this Water Demand Management Plan template, please follow the instructions, designated in blue text, at the beginning of each section.

In this section, please provide an introduction that summarizes:

- Background of the Customer's water system

Please take what is useful from the following text.

BACKGROUND

A source of [Customer Name]'s water is the water system of the City of New York (the "NYC System"), which is maintained by the City's Department of Environmental Protection ("DEP"). The NYC System is an integrated network of 19 reservoirs and three controlled lakes in a nearly 2,000 square-mile watershed. The NYC System delivers approximately one billion gallons of water per day to over eight million users in New York City ("NYC"), as well as about 110 million gallons a day to nearly one million people living in Westchester, Putnam, Ulster, and Orange counties.

With the System's service area population expected to rise to 9.1 million by 2030, in times where the NYC System must curtail consumption for construction or other purposes, conservation will have an important role in meeting water demand. As

the Customers' consumption represents 10% of the System's demand, DEP and the New York City Water Board (the "Board") are undertaking a water demand management program (the "Program") that will benefit the Customers by providing support to develop a water demand management plan (the "Plan"). The goals of developing such Plan are to equip the Customer with the ability to curtail consumption as needed in a major event of water shortage and to achieve water demand reductions of at least 5% by 2019.

2. Acceptance Letter

[Customer Name]'s Commitment to the Water Demand Management Program

My name is **[Name]** and as **[Title]**, I represent **[Customer Name]**. **[Customer Name]** is committed to a greener, greater New York State and supports New York City's efforts to increase sustainability.

[Customer Name] will participate in the Water Demand Management Program (the "Program") of the New York City Department of Environmental Protection ("DEP").

We pledge to make every reasonable effort to meet our reduction target, as specified in the attached Water Demand Management Plan ("Plan").

Sincerely,
Name
Organization
Address

[Customer Name]'s additional commitments to Sustainability

Feel free to add language here about your other sustainability policies, goals, or commitments.

3. Water System Profile and Characterization

DEP is currently undertaking a detailed study regarding water demand of NYC System. The Consultant and Customer should utilize the information from this study and gather any additional information needed to develop a profile, which, to the extent possible, shall include a summary of the following items:

1. Water supply facilities and attributed demand:
 - a. Sources of supply (e.g., number of connections to City sources; frequent, periodic and back-up supplies)
 - b. Treatment and storage
 - c. Map of the distribution network, including the locations of all master meters and the information referenced in a and b above
 - d. Water demand in gallons per day listed by master meter in the template provided on the following page
2. Service area characteristics:
 - a. Population
 - b. Number and type of retail accounts
3. Annual and average daily water use (in gallons) characterized by:
 - a. Population served
 - b. Customer class (e.g., residential, commercial, industrial, and institutional)
 - c. An IWA/AWWA Water Balance identifying non-revenue water, apparent losses and real losses
 - d. Indoor versus outdoor use (also include usage by month and percentage split)
 - e. Pricing tier, if the rate structure is tiered

For each characterization noted above, the Plan should also display future demand based on DEP projections.

[illegible]

4. Water Demand

Using the detailed water system profile and characterization, the Plan shall include a water conservation goal to achieve a minimum 5% reduction from water consumption recorded in fiscal year 2013 (July 1, 2012 through June 30, 2013). The statement of such goal should specify how water conservation can be accomplished within the demand profile of each Customer.

Additionally, the Consultant and Customer shall review any current and/or past water conservation efforts, programs, and initiatives by the Customer, and the policies and effects of these plans shall be considered in developing the conservation goal.

5. Proposal and Evaluation of Water Conservation Measures

5 The Plan should include an itemized list of proposed measures the Customer will take to reduce water consumption by a minimum of 5% from the baseline water usage recorded in FY 2013 and maintain such lower water demand levels thereafter. These measures shall be recommended based on thorough analysis that should include:

1. Taking inventory of all water conservation measures and/or initiatives available to the Customer;
2. Performing a cost-benefit evaluation of the available initiatives;
3. Proposing the selection of optimal conservation initiatives;
4. Projecting water savings as a result of the proposed conservation initiatives; and
5. Estimating the effects of conservation on the demand from individual water supply sources (if more than one) and the impact on operational costs and Customer revenue.

Strategies may include, but are not limited to:

1. Good housekeeping techniques, such as finding and repairing leaks, developing literature and/or signage that encourage water conserving behavior;
2. Physical retrofits, such as replacement of inefficient fixtures with EPA WaterSense certified models and/or employing new technologies that use water minimally and/or reuse it to the extent possible.

When the draft of the Plan up to this stage is near final, it should be shared with DEP for review and comment if the Customer intends to participate in the broader DEP Program.

6. Implementation Plan

The Plan should include a description of the final selected projects and create an implementation strategy for the recommended conservation initiatives for the Customer to ensure the success of the 5% reduction goal. Any operational changes, physical retrofits, etc. should be noted. The financial results and any operational improvements that are expected from these projects or strategies should also be described. The implementation plan should:

1. List the final selected conservation initiatives to be undertaken;
2. Present a detailed implementation budget and schedule by month;
3. By initiative, list the estimated daily volume of water saved and cost to save each gallon;
4. Address evaluation and monitoring activities that will be required to ensure the Customer achieves and maintains the goals set forth in the Plan; and,
5. Recommend a process for updating the Plan to match the Customer's system profile as it may change over time.

7. Conclusion

This section should provide a conclusion to the Plan.

It should include a table, which summarizes the following, as related to NYC-System water, for this Plan:

- Current “baseline” water use
- Estimated total water consumption reduction
 - EPA’s Portfolio Manager Tool may be useful to add more information about the impact of this reduction.
<https://www.energystar.gov/istar/pmpam/>
- Percentage reduction from the baseline consumption level



1

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

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

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

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

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

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

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

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

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1. Effective Date and Term of Agreement

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

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

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

3. Water Demand Management Plan: Customer Responsibilities

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

- 5
- ii. Attend meetings with the Consultant and facilitate meetings with other key stakeholders and large water users;
 - iii. Provide support in the preparation of the Plan as may be requested by the Consultant or the New York City Department of Environmental Protection (“DEP”), which shall act as the agent of the Board; and
 - iv. Ensure the complete Plan, including budget and implementation details required in Section 6: Implementation Plan, is submitted to DEP.
- c) The Customer will provide DEP with a draft of the Plan for DEP’s review and comment.
 - d) The Customer will take any and all steps to have the final Plan approved by the [governing body] of the Customer and DEP. To note, only approved plans shall be eligible for DEP’s proposed future effort which includes partially or wholly funding implementation measures.
 - e) The Customer shall confirm that its meters on connections between the Customer and DEP’s water supply and between the Customer and any interconnected communities are accurately functioning and equipped with remote meter reading technology, or the Customer will allow DEP to replace and/or equip such meters with remote meter reading technology.

4. Confidentiality

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

5. Responsibility for Work

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

6. Notices

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

To the Board for administrative matters:

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

With a copy to both:

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

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

To the Customer:

Customer
Phone: Email:

With a copy to:

7. Default

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

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

8. Independent Contractors

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

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

9. Insurance; Bonds

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

10. Indemnification

- a) To the fullest extent permitted by law, the Customer shall indemnify, defend and hold the Board and the City and their employees and agents (the "Indemnitees") harmless against any and all claims (including, but not limited to, claims asserted by any employee of the Customer or any of its contractors, consultants and/or subcontractors) and costs and expenses of whatever kind (including, but not limited to, payment or reimbursement of attorneys' fees and disbursements) allegedly arising out of or in any way related to the operations of the Customer and its employees, contractors, consultants and/or subcontractors in the performance of this Agreement or the Customer's and/or its employees', contractors', consultants' and/or subcontractors' failure to comply with any of the provisions of this Agreement or of the law. Such

costs and expenses shall include all those incurred in defending the underlying claim and those incurred in connection with the enforcement of this Section by way of cross-claim, third-party claim, declaratory judgment action or otherwise. The Parties expressly agree that the indemnification obligation hereunder contemplates (i) full indemnity in the event of liability imposed against the Indemnitees without negligence and solely by reason of statute, operation of law or otherwise; and (ii) partial indemnity in the event of any actual negligence on the part of the Indemnitees either causing or contributing to the underlying claim (in which case, indemnification will be limited to any liability imposed over and above that percentage attributable to actual fault whether by statute, by operation of law, or otherwise). Where partial indemnity is provided hereunder, all costs and expenses shall be indemnified on a pro rata basis.

- b) The Customer waives all rights against the Board and the City for any damages or losses for which either is covered under any insurance required under this Agreement (whether or not such insurance is actually procured) or any other insurance applicable to the operations of a contractor, consultant or subcontractor of the Customer.
- c) The provisions of this Section shall not be deemed to create any new right of action in favor of any third parties against the Board or the City.

11. The Customer's Representations and Warranties

- a) The Customer represents and warrants that:
 - i. It has all requisite power and authority to execute, deliver and perform this Agreement;
 - ii. This Agreement has been duly authorized by all necessary action on its part, has been duly executed and delivered by the Customer and, assuming due execution and delivery by the Board, constitutes the legal, valid and binding agreement of the Customer, enforceable in accordance with its terms; and
 - iii. The execution and delivery of this Agreement, and compliance with the provisions hereof, do not and will not conflict with or constitute a violation or default under any provision of applicable law, charter, ordinance or regulation or

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

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

12. Board's Representations and Warranties

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

13. No Discrimination

The Customer agrees that it has not and will not, in connection with the performance of this Agreement, engage in any unlawful discrimination based upon race, creed, color, national origin, sex, age, disability, marital status or sexual orientation with respect to all employment decisions including, but not limited to, recruitment, hiring, upgrading, demotion, downgrading, transfer, training, rates of pay or other forms of compensation, layoffs, termination, and all other terms and conditions of employment.

14. Compliance with Law

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

15. Incorporation of Applicable Laws

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

16. Cooperation with Investigations

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

17. Copyrights and Access to Information

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

18. Infringements

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

19. No Claim Against Officers, Agents or Employees

No claim whatsoever shall be made by either Party against any individual officer, agent or employee of the other Party for, or on account of, anything done or omitted in connection with this Agreement.

20. Waiver

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

21. Protection of City Property

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

22. Retention of Records

The Customer agrees to retain all books, records and other documents relevant to this Agreement for six years after the termination of this Agreement. City, State and federal auditors and any other persons duly authorized by DEP or the Customer shall have full access to and the right to examine any of said materials during said period, including ensuring that any funds administered under this Agreement were applied in accordance with the terms and conditions herein. The Parties shall have the right, at any time during normal business hours, to inspect, examine and/or make copies of any such books, records or other documents. The same right shall be afforded to representatives of the State Comptroller or the City Comptroller, or any other person duly authorized by DEP or the Customer.

23. No Third-Party Beneficiaries

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

24. Assignment

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

25. Cooperation; Obligation to Provide Documents

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

26. Choice of Law

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

27. Severability; Entire Agreement

- a) If any provision of this Agreement or its application is determined to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of all other provisions and applications hereof shall not in any way be affected or impaired.
- b) This Agreement constitutes the entire understanding between the Parties with respect to the subject matter hereof and supersedes all prior agreements with respect to such subject matter, whether written or oral.

28. Counterparts

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

29. Incorporation of documents

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

Attachment A – Water Demand Management Plan Template

Attachment B – Insurance Requirements

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

THE NEW YORK CITY WATER BOARD

[CUSTOMER]

BY: _____

Steven W. Lawitts
Executive Director

BY: _____

Dated: _____

Dated: _____

Acknowledgements appear on next page

State of New York) ss.:

County of Queens)

On the _____ day of _____, in the year 2014 before me, the undersigned, personally appeared Steven W. Lawitts, Executive Director, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or person upon behalf of which the individual acted, executed the instrument.

Notary Public

State of New York) ss.:

County of _____)

On the _____ day of _____, in the year 2014 before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

ATTACHMENT A: WATER DEMAND MANAGEMENT PLAN TEMPLATE

DRAFT

ATTACHMENT B: INSURANCE REQUIREMENTS

Note: All certificate(s) of insurance submitted pursuant to the Agreement must be accompanied by a Certification of Broker consistent with the form at the end of this Attachment B and include the following information:

- For each insurance policy, the name and NAIC number of issuing company, number of policy, and effective dates;
- Policy limits consistent with the requirements listed below;
- Additional insureds or loss payees consistent with the requirements listed below; and
- The name of this Agreement.

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

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

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

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

III. General Provisions Applicable to Insurance Coverage

Section 1 Worker's Compensation and Disability Benefits Insurance

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

Section 2 Employer's Liability Insurance

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

Section 3 Commercial General Liability

The Customer shall provide Commercial General Liability Insurance covering claims for property damage and/or bodily injury, including death, which may arise from any of the operations under the Agreement. Coverage under this insurance shall be at least as broad as that provided by the latest edition of Insurance Services Office ("ISO") Form CG 0001. Such insurance shall be "occurrence" based rather than "claims-made" and include, without limitation, the following types of coverage: premises operations; products and completed operations; contractual liability (including the tort liability of another assumed in a contract); broad form property damage; independent contractors; explosion, collapse and underground (XCU); construction means and methods; and incidental malpractice. Such insurance shall contain a "per project" aggregate limit, as specified above, that applies separately to operations under the Agreement. Such Commercial General Liability Insurance shall name the Board and the City as Additional Insureds. Coverage for the Board and the City shall specifically include the Board's and the City's officials and employees, be at least as broad as the latest edition of ISO Form CG 20 10 and provide completed operations coverage at least as broad as the latest edition of ISO Form CG 20 37.

Section 4 Commercial Automobile Liability

- 3
- a) The Customer will provide Commercial Automobile Liability Insurance covering liability arising out of ownership, maintenance or use of any owned (if any), non-owned and hired vehicles to be used in connection with the Agreement. Coverage shall be at least as broad as the latest edition of ISO Form CA0001.
 - b) If vehicles are used for transporting hazardous materials, the Commercial Automobile Liability Insurance shall be endorsed to provide pollution liability broadened coverage for covered vehicles (endorsement CA 99 48) as well as proof of MCS 90.

Section 5 Professional Liability Insurance

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

Section 6 Miscellaneous Requirements for Insurance Coverage and Policies

- 5
- a) All required insurance policies shall be procured from companies that are licensed to do business in the State of New York and have an A.M. Best rating of at least A- /VII or a Standard and Poor's rating of at least A, unless prior written approval is obtained from the Board.
 - b) All insurance policies shall be primary (and non-contributing) to any insurance or self-insurance maintained by the Board.
 - c) The Customer shall be solely responsible for the payment of all premiums for all required insurance policies and all deductibles or self-insured retentions to which such policies are subject, whether or not the Board or the City is an insured under the policy.
 - d) There shall be no self-insurance program with regard to any insurance required under this Agreement unless approved in writing by the Board. Any such self-insurance program shall provide the Board and the City with all rights that would be provided by traditional insurance required under this Attachment B, including, but not limited to, the defense obligations that insurers are required to undertake in liability policies.
 - e) The Board's and the City's limits of coverage for all types of insurance required under this Agreement shall be the greater of (i) the minimum limits set forth above in this Attachment B or (ii) the limits provided to the Customer as Named Insured under all primary, excess, and umbrella policies of that type of coverage.
 - f) The Customer may satisfy its insurance obligations under this Agreement through primary policies or a combination of primary and excess/umbrella policies, so long as all policies provide the scope of coverage required herein.
 - g) Policies of insurance provided pursuant to this Agreement, other than those provided pursuant to Sections 1, 2, and 4 above, shall include a waiver of the right of subrogation with respect to all insureds and loss payees named therein.

Section 7 Proof of Insurance

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

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

Section 8 Operations of the Customer

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

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than twenty (20) days after such event and again no later than twenty (20) days after the initiation of any claim and/or suit resulting therefrom. Such notice shall contain the following information: the number of the insurance policy, the name of the Named Insured, the date and location of the incident, and the identity of the persons injured or property damaged. For any policy on which the Board or the City is an Additional Insured, such notice shall expressly specify that "this notice is being given on behalf of the New York City Water Board or the City of New York as Additional Insured, as well as the Named Insured."

- ii. Whenever such notice is sent under a policy on which the Board or the City is an Additional Insured, the Customer shall provide copies of the notice to the Board.
- iii. If the Customer fails to provide any of the foregoing notices to any appropriate insurance carrier(s) in a timely and complete manner, the Customer shall indemnify the Board and the City for all losses, judgments, settlements, and expenses, including reasonable attorneys' fees, arising from an insurer's disclaimer of coverage citing late notice by or on behalf of the Board or the City.

CERTIFICATION BY BROKER

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

CERTIFICATION BY BROKER

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

[Name of broker (typewritten)]

[Address of broker (typewritten)]

[Signature of authorized officer of broker]

[Name of authorized officer (typewritten)]

[Title of authorized officer (typewritten)]

[Contact Phone Number for Broker (typewritten)]

[Email Address of Broker (typewritten)]

Sworn to before me this

_____ day of _____, 201__

NOTARY PUBLIC

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Local Law Number ____ of 2015

A local law to adopt Chapter 36 of the Code of the Village of Tarrytown entitled
OFFICERS

Be it enacted by the Village Board of Trustees of the Village of Tarrytown as
follows:

Section 1: Purpose.

Village Law section 3-301 sets forth the officers who may be appointed by a Village Board and provides further in subsection (2)(c) that a Village Board may create such other officers as it may approve by local law or resolution. The Village Board finds that for the efficient and economical operation of the Village's parks it is necessary and appropriate to create the office of Commissioner of Parks.

Section 2: Amendment Adding Chapter 36

- A. Chapter 36 of the Code of the Village of Tarrytown entitled "Officers" is hereby adopted and shall read as follows

§ 36-1: Creation of Village Officers:

In addition to such other officers as may be created pursuant to New York State Village Law and the laws of the Village of Tarrytown the following shall be officers of the Village of Tarrytown:

- A. Commissioner of Parks

§ 36-2: Appointment, Term of Office and Duties of the Commissioner of Parks.

- A. The Commissioner of Parks shall be appointed by the mayor, upon consent of the Board of Trustees, for a term of office ending upon at the next Village organizational meeting, except that if the next organizational meeting is less than eleven (11) months after the appointment, such appointment shall be for a period until the date of the second organizational meeting following the appointment. In the event the Commissioner of Parks is not reappointed at the next organizational meeting and no replacement is appointed the person then holding the office of Commissioner of Parks shall hold over until such time as a replacement is appointment or the appointment of the then office holder is otherwise terminated by action of the Board of Trustees. In addition to such other duties as may be determined by the Village Administrator to be necessary and appropriate to the position and the proper functioning of the Village parks the following shall be the duties of the Commissioner of Parks:

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1. To oversee the maintenance of parks, recreation areas, related structures and open space;
 2. Supervise parks maintenance staff in all maintenance operations;
 3. Perform such maintenance work as required to ensure timely completion of park maintenance;
 4. Perform minor construction work in parks, recreation areas and related structures in conjunction with parks maintenance staff;
 5. Oversee plowing and snow and ice removal operations in parking lots and public sidewalks in winter months to ensure the safety of the public;
 6. Make purchases necessary for the operation of parks maintenance;
 7. Prepare an operating and capital budget for the maintenance of parks, recreation areas and related structures;
 8. Accurately input expenditures into the village financial system to record purchases and maintain compliance with the approved department budget;
 9. Maintain records of equipment, including maintenance and repair;
 10. Propose equipment purchases in order to ensure that park operations are not hindered by obsolete equipment;
 11. Coordinates work with the Recreation Supervisor to assure that play fields are operational for programmed recreation programs and activities;
 12. Coordinates work with the Department of Public Works when necessary for the completion of projects;
 13. Assist the Village Administrator in the budget process associated with parks;
 14. Prepare reports as directed by Village Administrator.

Section 3: Severability

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

Section 4: Effective Date

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

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I think purchasing a unit now and utilizing it through the detective division is a sound investment. I would be curious to see what the cost will rise to once the infra-red is made a part of the package. The cameras in operation now at headquarters are not infra-red but operate in low light environments. If we were to move on several cameras for areas such as the park and Main/Broadway we could always install the low light camera on Main St. and then invest in infra-red cameras where there was a concern of less than low light. There have been some very recent incidents where we could have utilized this system and then presented real life results to the board.

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

From: Mike Blau
Sent: Wednesday, September 23, 2015 9:12 AM
To: John Barbelet
Subject: RE: Sensera Systems Quote/s

Since the Board believed that the infra-red made sense, what are your thoughts on waiting the 6 months or should we proceed with the MC-68?



1212 Arapahoe St
Golden, CO 80401
USA

Quote

Date	Quote #
9/17/2015	155035A

Name / Address
Tarrytown Police Department John Barbelet One Depot Plaza Tarrytown, NY 10591

Terms	Rep	Project
Due on receipt	CH	

Item	Description	Qty	Unit Price	Total
MC-68-102	MC-68 MultiSense Camera with Solar Power	1	3,599.00	3,599.00
CS-XA-YC2	MultiSense WebApp & Cloud Service plus Cellular 2 GB – 12 Month Plan (10% discount off of \$159/month)	1	1,717.00	1,717.00
SHGR-MC-68-102	Ground Shipping - MC-68 Camera Kit	1	34.00	34.00

Subject to Terms and Conditions (visit www.senserashsystems.com).
Thanks for your business!

Sales Tax (0.0%) \$0.00

Total \$5,350.00

Phone #	Fax #	E-mail	Web Site
800-657-0437	888-764-5831	finance@senserashsystems.com	www.senserashsystems.com

Mike,

The annual cost is slightly higher on the MC 68. Originally I sent over two quotes: one for 10 MC 60's with a year of service and one for 1 MC 60 with a year of service. I have revised these both to reflect the MC 68 camera and the corresponding 1 year of service, so that you can give hard numbers to your board. When do you anticipate that they will make a final decision?

Carrie Hunter
National Sales Manager



To: Mike Blau
Cc: John Barbelet
Subject: Re: Sensera Systems Quote/s

Mike,

Since we are the manufacturers of the cameras and have the patent on the system we are constantly adding new features and upgrades.

While infra-red is not on our current development time line, night vision IS currently in the testing/development stages and should be launched within the next 6 months.

On Thu, Sep 17, 2015 at 11:22 AM, Mike Blau <MBlau@tarrytowngov.com> wrote:

One item they were talking about was infra-red.

To: Mike Blau
Cc: John Barbelet
Subject: Re: Sensera Systems Quote/s

Mike,

I quoted you on the MC 60, however our MC 68 camera is our "highest capability" camera. Not sure exactly what the board is looking to cover, but the MC 68 is an outstanding camera and the cost is not much more than the MC 60. I have attached a spec sheet with details on the MC 68 (page 2 of the data sheet) and listed the pricing below as well.

PRICE

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MC 68: \$3,599/each

MC 60: \$3,299/each

SPECS (listed in detail on page 2 of attached data sheet):

- Video Resolution: 1280X720 (720p)
- Video Compression: H.264
- Image Resolution: 8 MP
- Storage: 64 GB (20 days of video)
- Operating Temperatures: 122F/-4F
- FOV: 60 degrees (h) X 51 degrees (v)
- zoom up to 400% on any image
- unlimited users at anytime
- accessible from any device (desktop, laptop, ipad, phone, etc)
- no power lines needed
- no phone lines needed
- no installation/integration costs or set up
- never change battery
- lightweight (entire unit with solar panel & mounting brackets less than 16 lbs)

Let me know what features/capability the board is looking for so that I can address those specifically. I hope that you'll try us out - I know once you have the cameras you will absolutely love their ease of use and their durability.