AGENDA FOR BOARD OF TRUSTEES REGULAR MEETING
VILLAGE OF IRVINGTON, NY
MONDAY, DECEMBER 19, 2016 AT 7PM
IRVINGTON VILLAGE HALL – TRUSTEES ROOM

1. Call to order by Mayor Brian C. Smith

2. Pledge of allegiance to the flag of the United States of America

3. Announcements
   a. Public hearing to consider a local law amending the Code with respect to solar energy equipment – January 5, 2017 at 7 p.m. in Village Hall
   b. Checks over $25K

4. Correspondence

5. Public comment (*please limit comments to no more than 3 minutes*)

6. Consent Agenda
   a. Minutes of the Village Board from the Regular Meeting held on December 5, 2016

7. Appointment of personnel in Water Department

8. Appointment of personnel in Department of Public Works

9. Approval of an Inter-municipal agreement with the Town of Greenburgh for East Irvington fire protection for 2016

10. Approval of inter-municipal agreement with Westchester County for the Repository for Integrated Criminalistic Information (RICI)

11. Approval of grant agreement with the New York State Department of State/Thruway Authority

12. Approval of a filming permit for Woodridge Productions Inc.

13. Reports of Boards, Standing Committees and Officers
   a. Trustee Liaisons reports
   b. Village Administrator's report
   c. Village Clerk-Treasurer's report
   d. Village Attorney's report

14. Public comment (*please limit comments to no more than 3 minutes*)

15. Review of action items

16. Executive Session regarding volunteer personnel

17. Adjournment

SOLAR ENERGY EQUIPMENT GUIDELINES

(December 15, 2016)

Statement of Purpose: Because it is in the public interest to provide for and encourage renewable energy systems and a sustainable quality of life, the purpose of these guidelines is to facilitate the development and operation of renewable energy systems based on sunlight. These guidelines are intended to balance the desirability and demand for alternative energy systems with maintaining the aesthetics of the Village, to minimize the potential for any negative impact by these systems, and to protect the health, safety and welfare of the residents of the Village. The Board of Architectural Review, pursuant to Village Code § 9-12, is to follow these guidelines in reviewing building permits for solar energy equipment.

Definitions: As used in these guidelines, the following terms shall have the meanings indicated:

FREESTANDING OR GROUND-MOUNTED – Directly installed in or on the ground and not attached or affixed to an existing structure.

SOLAR ENERGY EQUIPMENT - Any cell, panel, or other device that converts, absorbs, or transforms solar energy, including equipment for photovoltaic and solar thermal systems, as well as any supply lines, return lines, control valves, wiring, meters, switches, modules, batteries, inverters or other devices and their cabinets associated with the installation or function of a solar energy system.

SOLAR ENERGY SYSTEM - A photovoltaic system, a solar thermal system or any other system by which solar energy is used to generate electricity or heat.

Guidelines

1. All measures should be taken to avoid or mitigate any glare onto neighboring residential property or public rights-of-way.

2. Equipment shall be installed and screened in a manner that minimizes its visibility from surrounding properties and public rights-of-way while maintaining viability and functional integrity.

3. To the greatest extent practicable, solar energy equipment shall use materials, colors and textures designed to blend with the structure to which it is affixed.

4. Solar energy equipment may be mounted on a building or any section of the roof of a building provided it meets these guidelines and complies with the following

requirements:

(a) On a pitched roof facing a street or public way, the equipment must be mounted flush, with the plane of the system parallel with the roof surface, and shall be mounted as close to the roof surface as possible, but in no event may it be mounted more than 6 inches above the roof surface.

(b) On a pitched roof the highest point of the equipment at full extension shall not extend beyond the highest point of the roof to which it is attached and must be set back at least three feet from the roof edge and ridgeline.

(c) On a flat roof, the equipment shall not extend above any cornice or parapet. Where there is no cornice or parapet, the equipment shall be set back from the roof edges four feet for each foot of solar energy system height.

(d) Solar collector units shall be consolidated to one area on the roof to the greatest extent possible, and shall not be scattered in multiple groups on the roof.

(e) The equipment shall be installed so as to appear regular in shape and arranged in a pattern that matches the general shape and configuration of the roof upon which it is mounted and shall not damage or obscure character-defining features, such as dormers, chimney, roofline. When the arrangement of equipment is broken up by a building feature, the equipment shall be arranged symmetrically.

5. To the maximum extent possible, all solar energy equipment other than the collectors shall be located within the house or on the side or rear of the building.

6. Free standing and ground-mounted solar energy equipment shall comply with the following requirements:

(a) It shall be located in a side or rear yard only and shall comply with all setback requirements for a principal building.

(b) At full extension, it shall not exceed 6 ½ feet in height above the ground, as measured to the highest point on the equipment. If the ground level is raised or built up for the installation, this height will be measured from the preexisting ground level.

(c) It shall be fully screened from adjacent properties by fencing, a combination of evergreen and deciduous plantings which shall not be less than 6 ½ feet in height when installed, or, when possible and practicable, through the use of architectural features or screening that will harmonize with the character of the property and surrounding area.

(d) All exterior electrical lines must be buried below the surface of the ground where possible or be placed in a conduit.

~~DRAFT~~

SOLAR ENERGY EQUIPMENT GUIDELINES

(~~June 2~~December 15, 2016)

Statement of Purpose: Because it is in the public interest to provide for and encourage renewable energy systems and a sustainable quality of life, the purpose of these guidelines is to facilitate the development and operation of renewable energy systems based on sunlight. These guidelines are intended to balance the desirability and demand for alternative energy systems with maintaining the aesthetics of the Village, to minimize the potential for any negative impact by these systems, and to protect the health, safety and welfare of the residents of the Village. The Board of Architectural Review, pursuant to Village Code § 9-12, is to follow these guidelines in reviewing building permits for solar energy equipment.

Definitions: As used in these guidelines, the following terms shall have the meanings indicated:

FREESTANDING OR GROUND-MOUNTED – Directly installed in or on the ground and not attached or affixed to an existing structure.

~~QUALIFIED SOLAR INSTALLER/CONTRACTOR – A firm that employs or subcontracts a qualified person (installer) to supervise the installation. The installer shall have the skills and knowledge related to the construction and operation of solar electrical equipment and installations and has received safety training on the hazards involved. Contractors who are on the list of eligible photovoltaic installers maintained by the New York State Energy Research and Development Authority (NYSERDA) or who are certified as a solar installer by the North American Board of Certified Energy Practitioners (NABCEP), Underwriters Laboratory (UL), or Journeymen Wiremen who have completed the International Brotherhood of Electrical Workers/National Electrical Contractors Association (IBEW/NECA) joint apprenticeship program shall be deemed to be qualified solar installers for the purposes of this definition. Persons who are not on NYSERDA's list or who do not hold these credentials may be deemed to be qualified solar installers if the Building Inspector determines such persons have had adequate training to determine the degree and extent of the hazard and the personal protective equipment and job planning necessary to perform the installation safely.~~

SOLAR ENERGY EQUIPMENT - Any cell, panel, or other device that converts, absorbs, or transforms solar energy, including equipment for photovoltaic and solar thermal systems, as well as any supply lines, return lines, control valves, wiring, meters, switches, modules, batteries, inverters or other devices and their cabinets associated with the installation or function of a solar energy system.

SOLAR ENERGY SYSTEM - A photovoltaic system, a solar thermal system or any other

system by which solar energy is used to generate electricity or heat.

Guidelines

~~1. Solar energy equipment shall be permitted only to provide power for use by owners, lessees, tenants, residents or other occupants of the premises on which it is erected, but nothing contained in this provision shall be construed to prohibit the sale of excess power through a "net billing" or similar program in accordance with New York Public Service Law § 66-j or similar New York State or federal statute.~~

~~2. Solar energy equipment shall be considered to be structures for the purpose of compliance with all Village laws and ordinances; shall require a building permit and certificate of occupancy issued by the Building Inspector; and shall comply in their design, construction and operation with all New York State, Westchester County and Village of Irvington laws and ordinances unless inapplicable by their terms or in conflict with these guidelines.~~

~~3~~1. All measures should be taken to avoid or mitigate any glare onto neighboring residential property or public rights-of-way.

~~4~~2. Equipment shall be installed and screened in a manner that minimizes its visibility from surrounding properties and public rights-of-way while maintaining viability and functional integrity.

~~5~~3. To the greatest extent practicable, solar energy equipment shall use materials, colors and textures designed to blend with the structure to which it is affixed.

~~6~~4. Solar energy equipment may be mounted on a building or any section of the roof of a building provided it meets these guidelines and complies with the following requirements:

(a) On a pitched roof facing a street or public way, the equipment must be mounted flush, with the plane of the system parallel with the roof surface, and shall be mounted as close to the roof surface as possible, but in no event may it be mounted more than 6 inches above the roof surface.

(b) On a pitched roof the highest point of the equipment at full extension shall not extend beyond the highest point of the roof to which it is attached and must be set back at least three feet from the roof edge and ridgeline.

(c) On a flat roof, the equipment shall not extend above any cornice or parapet. Where there is no cornice or parapet, the equipment shall be set back from the

roof edges four feet for each foot of solar energy system height.

(d) Solar collector units shall be consolidated to one area on the roof to the greatest extent possible, and shall not be scattered in multiple groups on the roof.

(e) The equipment shall be installed so as to appear regular in shape and arranged in a pattern that matches the general shape and configuration of the roof upon which it is mounted and shall not damage or obscure character-defining features, such as dormers, chimney, roofline. When the arrangement of equipment is broken up by a building feature, the equipment shall be arranged symmetrically.

~~5.~~ To the maximum extent possible, all solar energy equipment other than the collectors shall be located within the house or on the side or rear of the building.

~~6~~. Free standing and ground-mounted solar energy equipment shall comply with the following requirements:

(a) It shall be located in a side or rear yard only and shall comply with all setback requirements for a principal building.

(b) At full extension, it shall not exceed 6 ½ feet in height above the ground, as measured to the highest point on the equipment. If the ground level is raised or built up for the installation, this height will be measured from the preexisting ground level.

(c) It shall be fully screened from adjacent properties by fencing, a combination of evergreen and deciduous plantings which shall not be less than 6 ½ feet in height when installed, or, when possible and practicable, through the use of architectural features or screening that will harmonize with the character of the property and surrounding area.

~~8. The solar energy system must be minimally disruptive to existing vegetation. Any trees proposed for removal must comply with Chapter 202 (Tree Preservation) of the Village Code, including replanting conditions imposed by § 202-5.~~

~~[Here is the relevant standard for removing a protected tree:~~

~~*§ 202-5.A(4) The protected trees or shrubs are healthy but cause undue hardship by substantially interfering with a permitted and intended use of the property. No report from a certified arborist is required for a healthy tree. However, the applicant should supply a description of the intended use and why the protected*~~

~~*trees or shrubs present an undue hardship.*]~~

~~9. All solar energy systems must be installed by a qualified solar installer/contractor.~~

(d) All exterior electrical lines must be buried below the surface of the ground where possible or be placed in a conduit.

LOCAL LAW ____ OF 2016

AMENDING THE IRVINGTON CODE WITH RESPECT TO SOLAR ENERGY EQUIPMENT
(December 15, 2016)

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

Section 1: Section 9-6 of the Code of the Village of Irvington (Board of Architectural Review; Building permit applications) is hereby amended to read as follows (deleted language ~~stricken~~; new language in *italics*):

Every application for a building permit for the construction, reconstruction or alteration of a one- or two-family dwelling or any other structure in excess of 2,000 cubic feet of cubical content, ~~proposed for construction within a residence district or identified on the Building Zone Map, or for the construction, reconstruction or alteration of any structure in excess of 2,000 cubical contents proposed for construction within a business zone as identified on said map,~~ or for a permit for the erection of signs, *solar energy equipment,* walls or fences, shall be filed with the Building Inspector at least 10 days prior to the next scheduled meeting of the Board of Architectural Review, and such application shall be approved or disapproved by the Board of Architectural Review, provided that the Building Inspector has certified that the application is appropriate for review by the Board of Architectural Review.

Section 2: A new section is hereby added to Chapter 9 (Board of Architectural Review), to read as follows:

§ 9-12. Solar Energy Equipment.

A. For any application for a building permit for solar energy equipment, written notice of the application and the date, time and place of the meeting at which it will be considered must be given to all adjacent property* owners not less than 10 days prior to the meeting date. Notice shall be by a method of mail or a delivery service company providing proof of mailing or delivery or by personal service of such notice on the property owners, evidenced by their signature as acknowledgment of receipt of such notice on a form supplied or similar to one supplied by the Village Clerk. Proof of service of the notice shall be filed prior to or at the meeting at which the application is considered.

* "Adjacent property" refers to any neighbor that shares a property line with the subject property as well as neighbors across any street from the subject property.

B. In reviewing building permits for solar energy equipment, notwithstanding § 9-7, the Board of Architectural Review shall follow the Solar Energy Equipment Guidelines adopted by the Board of Trustees.

Section 3: Section 224-3 of the Zoning Code (Definitions) is hereby amended by adding the following new definitions:

SOLAR ENERGY EQUIPMENT - Any cell, panel, or other device that converts, absorbs, or transforms solar energy, including equipment for photovoltaic and solar thermal systems, as well as any supply lines, return lines, control valves, wiring, meters, switches, modules, batteries, inverters or other devices and their cabinets associated with the installation or function of a solar energy system.

SOLAR ENERGY SYSTEM - A photovoltaic system, a solar thermal system or any other system by which solar energy is used to generate electricity or heat.

Section 4: Section 224-3 of the Zoning Code (Definitions) is hereby amended by adding the following paragraph to the examples in the definition of "BUILDING":

J. Solar energy equipment.

Section 5: Section 224-8.B of the Zoning Code (One-Family Residence Districts; Use regulations) is hereby amended by adding the following subsection to the list of permitted accessory uses:

(9) Solar energy equipment, provided it is used only to provide power for use by owners, lessees, tenants, residents or other occupants of the premises on which it is erected. Nothing contained in this provision shall be construed to prohibit the sale of excess power through a "net billing" or similar program in accordance with New York Public Service Law § 66-j or similar New York State or federal statute.

Section 6: Section 224-8.B(9) is hereby designated § 224-8.B(10).

Section 7: Subsection A of § 224-36 (Business District; Use regulations) is hereby amended by adding the following subsection to the list of permitted uses:

(17) Solar energy equipment, provided it is used only to provide power for use by owners, lessees, tenants, residents or other occupants of the premises on which it is erected. Nothing contained in this provision shall be construed

to prohibit the sale of excess power through a "net billing" or similar program in accordance with New York Public Service Law § 66-j or similar New York State or federal statute.

Section 8: Section 224-46.B(1) (Railroad District; Use regulations) is hereby amended by adding the following subsection to the list of permitted uses:

(n) Solar energy equipment, provided it is used only to provide power for use by owners, lessees, tenants, residents or other occupants of the premises on which it is erected. Nothing contained in this provision shall be construed to prohibit the sale of excess power through a "net billing" or similar program in accordance with New York Public Service Law § 66-j or similar New York State or federal statute.

Section 9: Subsection C of § 224-47.2 (Recreation District; Use regulations) is hereby amended by adding the following subsection to the list of permitted accessory uses:

(6) Solar energy equipment, provided it is used only to provide power for use by owners, lessees, tenants, residents or other occupants of the premises on which it is erected. Nothing contained in this provision shall be construed to prohibit the sale of excess power through a "net billing" or similar program in accordance with New York Public Service Law § 66-j or similar New York State or federal statute.

Section 10: All ordinances, local laws, and parts thereof inconsistent with this local law are hereby repealed.

Section 11: This local law shall take effect immediately upon filing in the office of the New York Secretary of State.

Brenda Jeselnik

From: Brenda Jeselnik
Sent: Friday, December 16, 2016 2:17 PM
To: Larry Schopfer; Brian Smith; 'Brian Smith (bsmith@irvingtonny.gov)'; 'cgiliberti@irvingtonny.gov'; 'ckehoe@irvingtonny.gov'; 'Janice Silverberg (jsilverberg@irvingtonny.gov)'; 'Larry Lonky'; 'Mark Gilliland (mg@markg.org)'
Subject: RE: Checks over 25K - Correction

Pursuant to the Village purchasing policy, please be advised that Mayor Smith will be presented with two checks over $25K .

Vendor: Tom Bucci Excavating
Purpose: Primarily Hudson View Park Curb Replacement
Budget: Capital Budget/General Fund
Total Amount: $234,669.26

Vendor: Schultz Ford Lincoln Mercury
Purpose: Two Police Vehicles
Budget: Capital Budget
Total Amount: $57,191.00

Brenda M. Jeselnik
Village Clerk-Treasurer
Village of Irvington
85 Main Street
Irvington, NY 10533
Tel: (914) 231-3020
Fax: (914) 591-4072

DRAFT

ORGANIZATIONAL AND REGULAR MEETING OF THE MAYOR AND BOARD OF TRUSTEES OF THE VILLAGE OF IRVINGTON, NY HELD ON MONDAY, DECEMBER 5, 2016 AT 7 PM AT VILLAGE HALL, 85 MAIN STREET, IRVINGTON, NY

Present: Brian C. Smith, Mayor
Constance M. Kehoe, Trustee
Mark Gilliland, Trustee
Janice V. Silverberg, Trustee
Laurence Lonky, Trustee
Lawrence S. Schopfer, Village Administrator
Marianne Stecich, Village Attorney
Brenda M. Jeselnik, Clerk/Treasurer

Mayor Smith called the meeting to order and led those in attendance in the pledge of allegiance to the flag of the United States of America.

As the "Organizational Meeting" of the year, the meeting began with the swearing in of Village officials by NYS Court of Appeals Associate Judge Michael J. Garcia. There was the swearing in of Justice Desmond Lyons as Village Justice for a four-year term. It was followed by the swearing in of Mitchell J. Baker as Associate Village Justice for a one-year term and the swearing in of Mark Gilliland and Laurence Lonky as Village Trustees for two-year terms.

Mayor Smith re-appointed Trustee Kehoe as Deputy Mayor.

RESOLUTION 2016-166
APPOINTMENT OF VILLAGE OFFICIALS

Mayor Smith offered the following resolution, which was seconded by Trustee Gilliland and adopted:

RESOLVED, to appoint the following officials:

Name	Office	Term Expiration
Mitchell J. Baker	Associate Village Justice	December 2017
Brenda M. Jeselnik	Clerk/Treasurer	December 2018

The vote resulted as follows:

AYES:	5	(Mayor Smith, Trustees Kehoe, Gilliland, Silverberg and Lonky)
NAYS:	0	

RESOLUTION 2016-167
SCHEDULE FOR REGULAR VILLAGE BOARD MEETINGS

Mayor Smith offered the following resolution, which was seconded by Trustee Kehoe and adopted:

RESOLVED, to hold regular Village Board meetings on the first and third Mondays of each month of the calendar year, except in July, August, and September during which months the Board will meet on the third Monday. Additionally, the Board will hold worksessions on the Wednesday preceding the third Monday each month. Regular meetings and worksessions begin at 7:00 p.m. All meetings held in Irvington Village Hall unless announced otherwise.

The vote resulted as follows:

AYES:	5	(Mayor Smith, Trustees Kehoe, Gilliland, Silverberg and Lonky)
NAYS:	0	

RESOLUTION 2016-168
ORDER OF BUSINESS FOR REGULARLY SCHEDULED VILLAGE BOARD MEETINGS

Mayor Smith offered the following resolution, which was seconded by Trustee Gilliland and adopted:

RESOLVED, to set the order of business for regularly scheduled Village Board meetings as follows:

1. Call to order
2. Pledge of allegiance
3. Announcements
4. Correspondence
5. Public comment
6. Consent Agenda
7. Public hearings
8. New business
9. Old business
10. Reports of Boards, Standing Committees and Officers
11. Public comment
12. Review of action items
13. Adjournment

The vote resulted as follows:

AYES:	5	(Mayor Smith, Trustees Kehoe, Gilliland, Silverberg and Lonky)
NAYS:	0	

RESOLUTION 2016-169
DESIGNATION OF OFFICIAL BANKS

Mayor Smith offered the following resolution, which was seconded by Trustee Silverberg and adopted:

RESOLVED to designate JP Morgan Chase, TD Bank, Webster Bank and People's United Bank as official banks for the deposit of Village funds.

The vote resulted as follows:

AYES:	5	(Mayor Smith, Trustees Kehoe, Gilliland, Silverberg and Lonky)

NAYS: 0

RESOLUTION 2016-170
DESIGNATION OF OFFICIAL NEWSPAPERS

Mayor Smith offered the following resolution, which was seconded by Trustee Kehoe and adopted:

RESOLVED, to designate the Gannett Journal News and the Rivertowns Enterprise as the official newspapers of the Village of Irvington.

The vote resulted as follows:

AYES: 5 (Mayor Smith, Trustees Kehoe, Gilliland, Silverberg and Lonky)
NAYS: 0

RESOLUTION 2016-171
DESIGNATION OF INDEPENDENT AUDITOR

Mayor Smith offered the following resolution, which was seconded by Trustee Gilliland and adopted:

RESOLVED, to designate the firm of PKF O'Connor Davies of Harrison, New York, as official independent auditor for the Village of Irvington.

The vote resulted as follows:

AYES: 5 (Mayor Smith, Trustees Kehoe, Gilliland, Silverberg and Lonky)
NAYS: 0

RESOLUTION 2016-172
APPROVAL OF PURCHASING POLICY

Mayor Smith offered the following resolution, which was seconded by Trustee Gilliland and adopted:

RESOLVED, to approve the purchasing policy dated December 1, 2015.

The vote resulted as follows:

AYES: 5 (Mayor Smith, Trustees Kehoe, Gilliland, Silverberg and Lonky)
NAYS: 0

RESOLUTION 2016-173
APPROVAL OF INVESTMENT POLICY

Trustee Gilliland offered the following resolution, which was seconded by Trustee Kehoe and adopted:

RESOLVED to approve the investment policy dated December 5, 2016.

The vote resulted as follows:

AYES: 5 (Mayor Smith, Trustees Kehoe, Gilliland, Silverberg and Lonky)
NAYS: 0

RESOLUTION 2016-174
DATE OF NEXT ORGANIZATIONAL MEETING

Mayor Smith offered the following resolution, which was seconded by Trustee Lonky and adopted:

RESOLVED to set the date of the next organizational meeting as December 4, 2017.

The vote resulted as follows:

AYES: 5 (Mayor Smith, Trustees Kehoe, Gilliland, Silverberg and Lonky)
NAYS: 0

RESOLUTION 2016-175
VOLUNTEER APPOINTMENTS

Mayor Smith offered the following resolution, which was seconded by Trustee Kehoe and adopted:

RESOLVED to appoint the following volunteer committee members:

Board Name	Name	Title	Term to Expire
Architectural Review Board	Gail Weiler	Member	December 2021
Environmental Conservation Board	Thomas Jackson	Chair	December 2018
Ethics Board	Peter Derby	Chair	December 2021
Library Board	Laura Lilienfield	Chair	December 2021
	Heather Thomas	Member	December 2021
Planning Board	Sheila Attai	Member	December 2021
Recreation & Parks Advisory Committee	Tanya Hunt	Member	December 2019
	Jon Kashkin	Member	December 2019
	Rocco Rasulo	Member	December 2019
Theater Commission	Laurie Chock-Goldman	Member	December 2021
Tree Preservation Commission	Alan Richardson	Chair	December 2018
	Michael Bradley	Member	December 2018
Zoning Board of Appeals	Sarah Watson	Member	December 2021

Beautification Committee	Rito Milo	Member	December 2017
	Ann Myers	Member	December 2017
	Mary Adamovic	Member	December 2017
	Laura Antonetti	Member	December 2017
	Heather Bancroft	Member	December 2017
	Claudia Gasparini	Member	December 2017
	Andrea Kish	Member	December 2017
	Cindy Link	Member	December 2017
	Pat Manfredi	Member	December 2017
	Joan Nelson	Member	December 2017
	Maria Relescue	Member	December 2017
	Renee Shamosh	Member	December 2017
	Mary Niedzwiecki	Member	December 2017
Community Advisory Board	Allyson Felix	Co-chair	December 2017
	Tanya Hunt	Co-chair	December 2017
	Meredith Keltz	Member	December 2017
FACE Committee (Fundraising & Community Events)	Maria Kashkin	Member	December 2017
	Allyson Felix	Member	December 2017
	Michael Hanna	Member	December 2017
	Tanya Hunt	Member	December 2017
	Meredith Keltz	Member	December 2017
	Janet Kovacs	Member	December 2017
	Jen Monnes	Member	December 2017
	Ray Ovetsky	Member	December 2017
	Rick Rasulo	Member	December 2017
	Parker Reilly	Member	December 2017
	Kristy Schmitt	Member	December 2017
	Angela Shaw	Member	December 2017
	David Van Osdol	Member	December 2017
	William Schwartz	Member	December 2017
	Joe Archino	Member	December 2017
Farmers Market Committee	Tracy Calvan	Member	December 2017
	Eli Halliwell	Member	December 2017
	Ellen Passov	Member	December 2017
	Natalie Rivera	Member	December 2017
	Suzie Fromer	Member	December 2017
	Hilary Levy Chenel	Member	December 2017
Green Policy Task Force	Petra Kandus	Member	December 2017
	Jan Blaire	Member	December 2017
	Nicola Coddington	Member	December 2017
	Ann Jaffe-Holmes	Member	December 2017
	Cheryl Brandwein	Member	December 2017
	Aidan Denahy	Member	December 2017
	Jeany van der Spuy	Member	December 2017

	M.J. Wilson	Member	December 2017
	Judy Frimer	Member	December 2017
	Michelle Fjalltoft	Member	December 2017
	Emma Castiblanco	Member	December 2017
	Cleo Davidowitz	Member	December 2017
Historic District Committee	Deborah Hargraves	Member	December 2017
	Earl Ferguson	Member	December 2017
	John Malone	Member	December 2017
	Douglas McClure	Member	December 2017
	Dr. Rich Weiler	Member	December 2017
	Rebekah Fiorito	Member	December 2017
	Neil Maher	Member	December 2017
	Sue Robinson	Member	December 2017
	Joseph P. Lombardi	Member	December 2017
Housing Committee	Karen Schatzel	Member	December 2017
	Peter Bernstein	Member	December 2017
	Melvyn Tanzman	Member	December 2017
	Susan Robinson	Member	December 2017
	Deborah Flock	Member	December 2017
	Thom Thacker	Member	December 2017
	Rose Noonan	Member	December 2017
Open Space Advisory Committee	Jan Blaire	Member	December 2017
	Nicola Coddington	Member	December 2017
	Richard Goldman	Member	December 2017
	Tony Russo	Member	December 2017
	Jonathan Elwyn	Member	December 2017
	Gaylord Holmes	Member	December 2017
	Herb Camp	Member	December 2017
Route 9 Corridor Study Steering Committee	Walter Montgomery	Member	December 2017
	Edward McGuire	Member	December 2017
Saw Mill River Basin Advisory Board	Jan Blaire	Member	December 2017
Traffic Calming Committee	Walter Montgomery	Member	December 2017
	Erik Oley	Member	December 2017
	Alice Picon	Member	December 2017
	Mary Beth Dooley	Member	December 2017
Village Historian	Nina Caporal-Dawson	Member	December 2017
War Monument Committee	James Brennen	Member	December 2017
	Greg Nilsson	Member	December 2017
Woods (Irvington) Committee	Joe Archino	Member	December 2017

	Maureen DePaoli	Member	December 2017
	Nikki Coddington	Chair	December 2017
	Richard Goldman	Member	December 2017
	Rocco Rasulo	Member	December 2017
	David Zwiebel	Member	December 2017
	Amy Sherwood	Member	December 2017
	Chris DePaoli	Member	December 2017
	Heather Bancroft	Member	December 2017
	Marc Barrachin	Member	December 2017
	Dana Sabatino	Member	December 2017

The vote resulted as follows:

AYES: 5 (Mayor Smith, Trustees Kehoe, Gilliland, Silverberg and Lonky)
NAYS: 0

Mayor Smith concluded the organization meeting items with the announcement of Trustee Liaison assignments.

Assignment	**Trustee**
Farmers' Market	Kehoe
Historic District Committee	Kehoe
Third Thursday/Chamber of Commerce/Tourism	Kehoe
DPW/Water	Kehoe
Irvington Town Hall Theater	Kehoe
ARB	Gilliland
Building Department (with Planning/ZBA)	Gilliland
ECB	Gilliland
Open Space Advisory Committee	Gilliland
Traffic Calming Committee	Gilliland
Tree Commission	Gilliland
Route 9 Corridor Steering Committee	Gilliland
Courts	Silverberg
School Board	Silverberg
Library	Silverberg
Fire	Silverberg
Green Policy Task Force	Silverberg
Housing Committee	Lonky
Recreation and Parks	Lonky
Irvington Woods (Nature Center / Trails)	Lonky
FACE Committee	Lonky
CAB	Lonky

Mayor Smith and others made the following announcements:

a. Holiday Happening – acknowledge all those who made the day a successful event including the Irvington Recreation Department, Police, Fire Department and Beautification Committee.
b. Recognition of the Vanguard Award given to Chief Cerone for 2016
c. Walk Safe Initiative

Mayor Smith reviewed correspondence

a. Felicia Patinkin and Bill Piersol – Rock drilling noise
b. Nancy McDonald – Garbage Pick-up on Main Street during morning commute

Mayor Smith opened the floor to public comment not related to the Public Hearing. No comments were heard.

Mayor Smith offered the following resolutions, which were seconded by Trustee Gilliland and adopted:

RESOLVED to approve the minutes of the Regular Meeting of the Village Board held on November 21, 2016.

RESOLUTION 2016-176
ACCEPTANCE OF JUSTICE COURT REPORT FOR 2016/17

RESOLVED, to accept the annual Justice Court report issued by O'Connor Davies, LLP for the 2015/16 fiscal year.

RESOLUTION 2016-177
AUTHORIZING TAX CERTIORARI SETTLEMENT

WHEREAS, Petitions having been filed by RITA RATHMAN/36 HAMILTON LLC (hereinafter "Petitioner") challenging real property tax assessments on the Town of Greenburgh's assessment roll with respect to the Subject Property for the 2010 to through 2015 tax years:
\

Property Owner	**Property Address**	**Year(s)**
RITA RATHMAN 36 HAMILTON LLC	36 Hamilton Road	2010-2015

WHEREAS, Petitioner's actions are now pending in Supreme Court Westchester County; and

WHEREAS, the Town, the Village and the Petitioner have reached a mutually agreeable resolution;

NOW THEREFORE, the Village is authorized to effectuate a settlement commensurate with the following terms:

Assessment Year	Original Assessment	Revised Assessment	Reduction
2010	52,050	34,500	17,550
2011	52,050	39,000	13,050
2012	52,050	40,500	11,550
2013	52,050	39,900	12,150
2014	52,050	45,630	6,420
2015	52,050	52,050	0

The Village of Irvington's share of refund is $16,372.60

RESOLUTION 2016-178
APPOINTMENT OF PERSONNEL IN RECREATION DEPARTMENT

RESOLVED to make the following appointment in the Recreation Department effective December 3, 2016 to March 30, 2017 as needed:

Name	Title	Rate
Mallory Toolan	Instructor as a fill in for Youth basketball	$10.00 per hour

RESOLUTION 2016-179
APPROVAL OF 2016-2017 BUDGET TRANSFERS AND MODIFICATIONS

RESOLVED, to adopt the following budget transfers for fiscal year 2016/17:

1. Halloween Candy Donations

Increase: Donations	1.1.2705	$540
Increase: Celebrations	1.7550.437	$540

2. Police Overtime For Filming

Increase: Police Overtime	1.3120.101	$5,160
Increase: Police Fees	1.1.1520	$5,160

3. Additional Funding for Comprehensive Plan (total $75,000)

From: Surplus	1.1.4795.	$24,600
To: Capital Projects Fund- Comprehensive Plan	6.8030.437.334	$24,600

4. Trustee Lonky donation of Stipend from December 2016 to May 2017.

From: Legislative Board	1.1010.100	$1,200
To: Families In Need	15.15.122	$ 900
To: FACE Recreation Fund Raising	15.15.118	$ 300

5. Mayor Smith donation of annual Stipend.

From: Mayor Salary	1.1210.100	$4,800
To: Families in Need	15.15.122	$1,800
To: FACE Fundraising	15.15.118	$2,000
To: Senior Programs	1.7610.478	$ 500
To: Youth Programing	1.7310.498	$ 500

The vote resulted as follows:

AYES:	5	(Mayor Smith, Trustees Kehoe, Gilliland, Silverberg and Lonky)
NAYS:	0	

RESOLUTION 2016-180
RESIGNATION FROM THE ENVIRONMENTAL CONSERVATION BOARD

Mayor Smith offered the following resolution, which was seconded by Trustee Gilliland and adopted:

RESOLVED to accept, with regret, the resignation of MJ Wilson from the Environmental Conservation Board.

The vote resulted as follows:

AYES:	5	(Mayor Smith, Trustees Kehoe, Gilliland, Silverberg and Lonky)
NAYS:	0	

Mayor Smith made a motion to open the Public Hearing to consider a local law limiting the hours when blasting and rock chipping are permitted. The motion was seconded by Trustee Kehoe and unanimously approved.

Mayor Smith gave a summary of the excavation that occurred this past summer that brought to light the need to limit the hours when blasting and rock chipping are permitted. After a discussion by the Board, the public hearing was opened to the public. Susan Storrs and Laurie Davidowitz expressed support of the limit and relayed the difficulty they endured due recent major rock chipping projects.

After additional discussion, Mayor Smith made a motion to close the public hearing. The motion was seconded by Trustee Kehoe and unanimously approved.

RESOLUTION 2016-181
ADOPTION OF LOCAL LAW LIMITING THE HOURS WHEN BLASTING AND ROCK CHIPPING ARE PERMITTED

Mayor Smith offered the following resolution, which was seconded by Trustee Kehoe and adopted:

RESOLVED to adopt a local law limiting the hours when blasting and rock chipping are permitted.

The vote resulted as follows:

AYES:	5	(Mayor Smith, Trustees Kehoe, Gilliland, Silverberg and Lonky)
NAYS:	0	

RESOLUTION 2016-182
APPROVAL OF CONTRACT #2016-31 WITH McCARTHY FINGAR LLP

Mayor Smith offered the following resolution, which was seconded by Trustee Gilliland and adopted:

RESOLVED to approve the retainer agreement (#2016-31) with the firm of McCarthy Fingar for legal services related to cable television franchise negotiations and authorize the Village Administrator to execute said agreement.

The vote resulted as follows:

AYES:	5	(Mayor Smith, Trustees Kehoe, Gilliland, Silverberg and Lonky)
NAYS:	0	

RESOLUTION 2016-183
APPROVAL OF CONTRACT #2016-32 WITH O'BRIEN & GERE ENGINEERS, INC.

Mayor Smith offered the following resolution, which was seconded by Trustee Gilliland and adopted:

RESOLVED to approve contract #2016-32 with the firm O'Brien & Gere Engineers, Inc. for engineering services related to the Halsey Pond Dam and authorize the Village Administrator to execute said agreement.

The vote resulted as follows:

AYES:	5	(Mayor Smith, Trustees Kehoe, Gilliland, Silverberg and Lonky)
NAYS:	0	

RESOLUTION 2016-184
APPROVAL OF CONTRACT #2016-33 WITH LAKE SAVERS LLC

Mayor Smith offered the following resolution, which was seconded by Trustee Gilliland and adopted:

RESOLVED to approve contract #2016-33 with Lake Savers LLC for the purpose of furnishing consulting services related to the Village's Water Body Management Plan creation and authorize the Village Administrator to execute said agreement.

The vote resulted as follows:

AYES:	5	(Mayor Smith, Trustees Kehoe, Gilliland, Silverberg and Lonky)
NAYS:	0	

RESOLUTION 2016-185
CONFIRMATION OF LEAD AGENCY STATUS FOR THE SEQRA REVIEW OF THE MAIN STATION PEDESTRIAN IMPROVEMENT PROJECT

Mayor Smith offered the following resolution, which was seconded by Trustee Lonky and adopted:

WHEREAS, at its October 19, 2016 regular meeting, the Board of Trustees declared its intent to be lead agency for the State Environmental Quality Review Act (SEQRA) review of the Main Station Pedestrian Improvement Project ("Proposed Action"); and

WHEREAS, on October 24, 2016 the Board of Trustees circulated its notice of intent to be lead agency to all involved agencies; and

WHEREAS more than 30 days have elapsed since the notice of lead agency intent was mailed to all involved agencies, and no such agency has objected to the Board of Trustees acting as lead agency for review of the Proposed Action; and

RESOLVED, that the Board of Trustees assumes lead agency status for the SEQRA review of the Proposed Action.

The vote resulted as follows:

AYES:	5	(Mayor Smith, Trustees Kehoe, Gilliland, Silverberg and Lonky)
NAYS:	0	

Trustee Gilliland on a vacancy on the Environmental Conservation Board and invited anyone interested to feel free to attend a meeting.

Trustee Lonky reported on highlight of the many Recreation and Parks Department noting the Thanksgiving Meal Delivery program, upcoming Holiday delivery program and on a lighter note, a reminder not to feed the geese at the park.

Trustee Kehoe announced the showing of the classic movie of North by Northwest at the Irvington Village Theater as well as other upcoming events. She also discussed the Housing Committee's efforts to make citizens aware of strategies to make housing overhead affordable.

Trustee Silverberg reported on the Department of Public works and Water Department noting completion of the Hudson View Park curb replacement and drainage project and preparation of winter equipment.

Mayor Smith announced that there will be limited roadway access in the vicinity of Route 119 and Broadway due to water main replacement and to anticipate delays.

Village Administrator, Larry Schopfer reported on a Department Heads meeting with David Smith, the Village planning consultant who heard first-hand the concerns and needs of various departments.

Mayor Smith opened the floor to public comment. Katerina Medina addressed the Board with comments regarding the waiting list for Ardsley Train Station Parking Permits, speeding on Langdon Avenue and crossing on South Broadway.

After a review of action items and there being no further business, Mayor Smith made a motion to adjourn the meeting. The motion was seconded by Trustee Lonky and unanimously approved.

_____

Brenda M. Jeselnik, Clerk/Treasurer

RESOLUTION 2016-XXX
APPOINTMENT OF PERSONNEL IN WATER DEPARTMENT

Trustee offered the following resolution, which was seconded by Trustee and adopted:

RESOLVED to appoint Raymond Ross Jr. to the temporary position of Water & Sewer Maintenance Worker Grade II at an annual salary of $65,616.00 effective December 20, 2016 subject to completion of a probationary period of not less than 12 weeks and not more than 52 weeks.

RESOLUTION 2016-XXX
APPOINTMENT OF PERSONNEL IN DEPARTMENT OF PUBLIC WORKS

Trustee offered the following resolution, which was seconded by Trustee and adopted:

RESOLVED to appoint David Ventura to the position of Laborer Step 1 at an annual salary of $43,274.00 effective December 20, 2016 subject to completion of a probationary period of not less than 12 weeks and not more than 52 weeks; and

BE IT FURTHER RESOLVED to make the following appointments to the Department of Public Works effective December 20, 2016:

Name	**Rate**	**Status**
Joseph Galano	$17.00 per hour	P/T Laborer – 28 hours per week
Anthony Buccheri	$40.00 per hour	P/T Laborer (Driver) – as needed

VILLAGE OF IRVINGTON
DEPARTMENT OF PUBLIC WORKS
VILLAGE HALL
85 MAIN STREET
IRVINGTON, NEW YORK 10533
TEL: (914) 591-6044 • FAX: (914) 591-4435
E-mail: gnilsson@irvingtonny.gov

Memo

To: Larry Schopfer

From: Greg Nilsson, Superintendent of Public Works

Date: December 15, 2016

Subject: **Step 1 Laborer - DPW**

I respectfully request permission to hire David Ventura as a permanent full-time employee (laborer step 1) for the Dept. of Public Works at a salary of $43,274 per year, with an effective start date of 12/20/16. David will be replacing Ray Ross, who is moving to the Water & Sewer Dept. as a Water & Sewer Maintenance Grade II. David has worked for us for the last 3 years as a Permanent Part-Time Laborer and has proven himself to be a valuable employee and an asset to our Department.

VILLAGE OF IRVINGTON
DEPARTMENT OF PUBLIC WORKS
VILLAGE HALL
85 MAIN STREET
IRVINGTON, NEW YORK 10533
TEL: (914) 591-6044 • **FAX:** (914) 591-4435
E-mail: gnilsson@irvingtonny.gov

Memo

To: Larry Schopfer

From: Greg Nilsson, Superintendent of Public Works

Date: December 15, 2016

Subject: **Permanent Part Time Employee - DPW**

I respectfully request permission to hire Joseph Galano as a permanent part-time employee (laborer) for the Dept. of Public Works at a salary of $17 per hour, with an effective start date of 12/20/16. Joe will be replacing David Ventura, who we are recommending be hired as a step 1 laborer.

CC: Brenda Jeselnik, Village Clerk/Treasurer

Karen Buccheri

From: Greg Nilsson
Sent: Wednesday, December 14, 2016 11:20 AM
To: Larry Schopfer
Cc: Karen Buccheri
Subject: Temporary Help
Attachments: 2016 -2017 Temporary Help as Needed.doc

Larry,

I respectfully request to add Anthony Buccheri to the attached 2016 – 2017 Temporary Help as Needed List. I changed the subject of the memo fro m 2016 – 2017 Seasonal Help as Needed to 2016 – 2017 Temporary Help as Needed, to comply with Civil Service Rules.

Greg

Greg Nilsson
Superintendent of Public Works

Village of Irvington
85 Main Street
Irvington, NY 10533
Tel: (914) 591-6044
Fax: (914) 591-4435

VILLAGE OF IRVINGTON
DEPARTMENT OF PUBLIC WORKS

Memo

To: Larry Schopfer

From: Greg Nilsson

Date: 12/14/16

Subject: **Temporary Help "As Needed"**

I respectfully request permission to hire temporary help as needed in the event of an emergency or if it is necessary to clear sidewalks or plow roads during a snowstorm or for any other reason as needed.

I propose the pay to be $17.00 per hour for laborers and $40.00 per hour for drivers.

Lists of potential candidates:

Laborers:
Dennis Montaruli Jr.
Christian Malota
Paul Wool
Chris DeNardo
Joe Galano
Brian Ross

Drivers:
Jerry Malota
Paul Cancro
Keith Orvieto – 845-323-3699
Jim Ruffler
Kyle Munigle
George Artiles
Anthony Buccheri

cc: Brenda Jeselnik, Village Clerk/Treasurer

RESOLUTION 2016-XXX
APPROVAL OF AN INTERMUNICIPAL AGREEMENT WITH THE TOWN OF GREENBURGH REGARDING THE EAST IRVINGTON FIRE PROTECTION DISTRICT FOR 2016

Trustee offered the following resolution, which was seconded by Trustee and adopted:

WHEREAS, the Village of Irvington and Town of Greenburgh have reached agreement on the provision of fire protection services for the East Irvington Fire Protection District for the periods January 1, 2016 through December 31, 2016; and

WHEREAS, the payment due from the Town of Greenburgh under said agreement is $88,908.00 for 2016; the subsequent payment due from the Village of Irvington to the Irvington Fire Company is $31,118.00 for 2016;

NOW THEREFORE BE IT RESOLVED to authorize the Mayor to execute an inter-municipal agreement with the Town of Greenburgh regarding the East Irvington Fire Protection District subject to final review by the Village Attorney; and further

RESOLVED, to authorize the Clerk/Treasurer upon receipt of payment from the Town of Greenburgh to make a payment of $31,118.00 for 2016 to the Irvington Fire Company in accordance with the terms and conditions of the inter-municipal agreement.

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

THIS AGREEMENT is made this day of 2016, 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 East Irvington Fire Protection District of the Town ("East Irvington Fire Protection District"), and the **Village of Irvington** ("Village"), a municipal corporation organized and existing under the laws of the State of New York, located at 85 Main Street, Irvington, New York 10533;

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 East Irvington Fire Protection District, to protect residents' property and personal safety from damage or injury by fire; and

WHEREAS, the Village, through its Fire Department (the "Irvington Fire Department"), which is staffed by the Irvington Fire Company (the "Irvington Fire Company"), has provided residents of the East Irvington 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 East Irvington Fire Protection District; and

WHEREAS, a public hearing was held at Greenburgh Town Hall on _____, 2016, after notice, for the purpose of considering whether the parties should enter a contract to continue providing residents of the East Irvington Fire Protection District fire protection services in 2016; and **WHEREAS**, at such hearing the Town Board adopted a resolution, copy attached, authorizing the Supervisor to enter into a contract with the Village to provide fire safety services to residents of the East Irvington Fire Protection District in 2016;

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 East Irvington Fire Protection District upon the following terms and conditions:

1.1.1 The Village hereby agrees to maintain and furnish suitable personnel and equipment in the Irvington Fire Department to render adequate fire protection within the boundaries of the East Irvington Fire Protection District.

1.1.2 When notified by alarm, telephone, or any other manner of a fire within the East Irvington Fire Protection District, the Village, through the Irvington Fire Department, agrees 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 Section 1 above, the Town agrees to pay the Village for the calendar year 2016, the sum of $88,908.00; such amount to be paid by May 1, 2016. Such figure has been calculated applying the following formula: A divided by B (expressed as a percentage), divided by one hundred (100), plus C (expressed as a percentage), multiplied by D (expressed as dollars). The resulting dollar amount from the preceding formula is then divided by 65% to arrive at the total payment due the Village.

For purposes of the formula:

"A" is defined as the quotient of the total number of acres of open space (defined as vacant tax parcels) in the East Irvington Fire Protection District divided by the total number of acres in the East Irvington Fire Protection District.

"B" is defined as the quotient of the total number of acres of open space (defined as vacant tax parcels) in the Village divided by the total number of acres in the Village.

"C" is defined as the quotient of the total assessed value of all acres (including real property situated thereon) in the East Irvington Fire Protection District divided by the total assessed value of all acres (including real property situated thereon) in the Village and the East Irvington Fire Protection District.

"D" is defined for 2016 as the estimated dollar amount of all categories of the Village Fire Protection Budget for the upcoming Village fiscal year 2016/2017.

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 categories of expenses in the immediately preceding subsection "D".

In accordance with General Municipal Law Section 209-d, the Village agrees to pay the Irvington Fire Company up to thirty-five percent (35%) of the amount paid by the Town to the Village for fire protection services. The Irvington Fire Company agrees that in the event the Village is obligated to refund any payments it has received from the Town pursuant to Section 2.1 above, the Irvington Fire Company will contribute its pro rata share of such amount within 30 days after receiving a request from the Village. The Town agrees to use its best efforts to make the annual payment to the Village pursuant to this Agreement on or prior to _____, 2016.

All determinations of acreage and assessed value in the formula to be performed using the most recent assessment prepared in the calendar year prior to that for which the calculation is being made.

3. TERM

The term of this agreement shall be one (1) year, commencing January 1, 2016 and terminating on December 31, 2016.

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 to 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 East Irvington 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 hereby agrees 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 arising out of this contract, or the procedures leading thereto, for any act or omission of the Village, the Irvington Fire Department, its agents or employees, representatives, or sub-contractors, during or in furtherance of the performance of 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 agrees 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 Village shall prominently post in the Irvington Fire Station, 90 Main Street, Irvington, NY, 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 is 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

10.1 The Village makes the following representations:

10.1.1 The Irvington Fire Department is qualified to perform the fire protection services outlined herein.

10.1.2 The Irvington 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 East Irvington Fire Protection District to the Town Fire Marshal.

10.1.3 The Irvington Fire Department agrees to ensure that all members performing fire protection services are adequately trained, qualified to perform the tasks assigned and, moreover, that each member of the Irvington Fire Department successfully completes a training program

sponsored by New York State, entitled New York State Essentials of Firemanship and/or Firefighters I.

10.1.4 The Village agrees 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, unless attributable to the acts or omissions of the Town.

10.1.5 In any action against the Town, unless attributable to the acts or omissions of the Town, the Village agrees 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 Village, through the Irvington Fire Department, agrees to respond to any fire involving a structure, regardless of whether it is commercial or residential, occupied or unoccupied, with a minimum of at least two (2) fire engines, including one aerial apparatus.

10.1.7 The Irvington 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 Irvington Fire Department is fully licensed by all governing regulatory agencies.

10.2 The Village agrees to obtain the written consent of the Irvington Fire Company to the applicable terms and conditions set forth herein.

10.3 The Village, through the Irvington Fire Department, has a duty to provide services under this Agreement to the public in the East Irvington Fire Protection District and there is no such duty to any other specific group, individual or property owner. The methods, means and decisions as to how service shall be rendered in

the East Irvington Fire Protection District are within the sole discretion of the officers or members, as the case may be, of the Irvington Fire Department on the scene of an emergency.

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:
Ms. Roberta Romano
Interim Comptroller
Town of Greenburgh
177 Hillside Avenue
Greenburgh, NY 10607

11.1.2 w/ copy to:
Mr. Larry Desimone
Fire Marshall
Town of Greenburgh
177 Hillside Avenue
Greenburgh, NY 10607

11.1.3 To the Village:
Ms. Brenda Jeselnik
Clerk-Treasurer
Village of Irvington
85 Main Street
Irvington, NY 10533

11.1.4 To the Fire Company:
Fire Chief
Irvington Fire Company
90 Main Street
Irvington, NY 10533

12. WAIVER, MODIFICATION and SEVERABILITY

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.

12.3 If for any reason any provision of this Agreement or part thereof shall be held invalid, such invalidity shall not affect any other provisions and/or partial provisions of this Agreement not so held invalid, and all other provisions and/or partial provisions shall to the full extent consistent with law continue in full force and effect.

13. ETHICAL DISCLOSURE

13.1 The Village, including the Irvington Fire Department, acknowledges the necessity for the highest ethical standards in all public contracts and accordingly agrees to abide by the provisions of the Greenburgh Ethics Code, Town Code Chapter 570. Nothing herein shall, however, be interpreted or construed to require employees of the Village or members of the Irvington Fire Department to file a financial disclosure statement.

14. AUDIT and INSPECTION

14.1 The Village and the Fire Department agree to provide the Town with copies of their annual audited financial statements which, pursuant to General Municipal Law Section 209-z, are required for entities with revenues of at least $200,000

entering into contracts with the Town. Such audits require an examination of the revenues and expenditures by all entities entering into contracts with municipalities. Section 209-z of the General Municipal Law also requires that such audits indicate whether the entity has filed the Internal Revenue Service Form 990 and any report pursuant to Section 33-a of the General Municipal Law. If such filings are required and have not been made, the audits shall include an examination of all revenues, expenditures and resources from any source. A copy of the audit report in the form prescribed by the state comptroller and certified by the accountant for the entity shall be furnished to the Town within 180 days following the end of the fiscal year audited.

14.2 The Village will provide the Town with 2016's annual New York State Office of Fire Protection Call Report broken down by East Irvington vs. non-East Irvington Fire 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 resolved in the first instance, by mediation, 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, Supervisor

SEAL

VILLAGE OF IRVINGTON

By: _____
Brian C. Smith, Mayor

S E A L

In accordance with General Municipal Law §209-d, the Irvington Fire Company consents (i) to this Agreement and all the terms and conditions expressed herein, (ii) to perform the obligations imposed upon the staff of the Irvington Fire Department herein, (iii) to receive any payment required to be made to the Irvington Fire Company by the Village and (iv) to make any payment to be made to the Town by the Irvington Fire Company PURSUANT TO section 2.2 herein.

IRVINGTON FIRE COMPANY

By: _____, Chief
(sign and print name below)

CERTIFICATE OF AUTHORITY/IRVINGTON FIRE COMPANY

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

On the _____ day of _____, in the year 2016, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, 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 as Chief of the Irvington Fire Company, and that by his signature on the instrument, the Irvington Fire Company executed the instrument.

_____

Notary Public, Westchester County **MUNICIPAL**

ACKNOWLEDGMENT/GREENBURGH

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

On the ____ day of _____, in the year 2016, 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 as Supervisor of the Town of Greenburgh, New York, and that by his signature on the instrument, the Town of Greenburgh, New York executed the instrument.

_____
Notary Public, Westchester County

MUNICIPAL ACKNOWLEDGMENT/IRVINGTON

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

On the _____ day of _____, in the year 2016, before me, the undersigned, a Notary Public in and for said State, personally appeared BRIAN C. SMITH, 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 as Mayor of the Village of Irvington, New York, and that by his signature on the instrument, the Village of Irvington, New York executed the instrument.

_____
Notary Public, Westchester County

Schedule A

Chart of Accounts - E. Irvington Fire Protection District

Personal Services
Chiefs
Fire prevention officers
Training officers
Clerical

Equipment and Supplies
Apparatus
Boots, coats, helmets
Uniforms, badges
Signal equipment
Hose, ladders etc.
General operating
Gas & oil

Various Contractual Expenditures
Alarm maintenance/repairs
Radio maintenance/repairs
Apparatus maintenance/repairs
Apparatus testing
Other
Building rental

Building Maintenance
Utilities (heat, electricity, water)
Improvements/repairs
Shared allocation
(i.e., Fire Co. in Village Hall)

Administrative Expenditures
Office supplies/printing
Telephone
Postage
Miscellaneous
Travel/training/conferences
Insurance
Workers compensation
Medical (exams, inoculations)

Service Award Program

Annual Inspection

Engine Company Fee

Shared Allocations
Auto mechanic
Administrative/dispatching

Debt Service
Principal payments
Interest payments

RESOLUTION 2016-XXX
APPROVAL OF INTER-MUNICIPAL AGREEMENT WITH WESTCHESTER COUNTY FOR THE REPOSITORY FOR INTEGRATED CRIMINALISTIC INFORMATION (RICI)

Trustee offered the following resolution, which was seconded by Trustee and adopted:

WHEREAS, it is necessary to participate in Westchester County's Repository for Integrated Criminalistic Information (RICI) system in order to allow for continued use of the LiveScan system; and

WHEREAS, the previously approved RICI agreement will expire on January 31, 2017; now therefore be it

RESOLVED, to approve the inter-municipal agreement with Westchester County for the continued use of the RICI system and to authorize the Village Administrator to execute said agreement.

INTER-MUNICIPAL AGREEMENT

AGREEMENT, made _____, 2016 by and between

THE COUNTY OF WESTCHESTER, a municipal corporation of the State of New York, having an office and place of business in the Michaelian Office Building, 148 Martine Avenue, White Plains, New York 10601,

(hereinafter referred to as the "County")

and

THE VILLAGE OF IRVINGTON, a municipal corporation of the State of New York, acting by and through the Village of Irvington Police Department, having an office and place of business at 85 Main Street, Irvington, New York 10533.

(hereinafter referred to as the "Municipality")

WHEREAS, the County has implemented a system called Westchester County Repository for Integrated Criminalistic Information ("RICI System") to allow for the electronic transmission and storage of criminal record and police blotter information; and

WHEREAS, the type of information that is transmitted and stored on the system includes, but is not limited to, information related to a subject's arrest, booking, detention or incarceration including name, address, social security number, physical description, telephone number, fingerprints, palm-prints, photographs, and related data; and

WHEREAS, the information is stored chronologically on a central computer maintained by the County and is shared by multiple law enforcement agencies having access to the system; and

WHEREAS, the Municipality is desirous of obtaining access to the RICI System and receiving supplemental computer services from the County; and

WHEREAS, the County agrees to provide such services upon the terms described below.

NOW, THEREFORE, in consideration of the mutual representations, covenants and agreements herein set forth, the County and the Municipality, each binding itself, its successors and assigns, do mutually promise, covenant and agree as follows:

FIRST: The County agrees:

(a) To provide and maintain a computer system and related equipment that will allow for the electronic transmission and storage of records relating to a subject's arrest, booking, detention or incarceration including name, address, social security number, physical description, telephone number, fingerprints, palm-prints, photographs, and related data. The system will allow for the two-way transmission of data between the Municipality, the County, the New York State Division of Criminal Justice Services ("DCJS") and other law-enforcement agencies.

(b) To maintain all parts of the RICI System under County control. The portion of the system "under County control" means the hardware or software associated with the central computer. "Maintenance" generally means support, upkeep, repair and periodic duplication or "back-up" of Municipality records in order to safeguard the data. Maintenance will be provided 24 hours per day, 365 days per year. The County will take reasonable measures to prevent or correct system trouble. "System trouble" is generally defined as the non-ability of any Municipality RICI System workstation to send or receive data from the central computer. If the County determines any system trouble to be within the portion of the system under Municipality

control, or within the jurisdiction of a third party, it will make appropriate notification to the Municipality or to such third party. The portion of the system "under Municipality control" means the hardware or software contained within the Municipality computer network. The "jurisdiction of a third party" means any hardware or software that is not within that portion of the system under County control or under Municipality control.

(c) To provide management control over the RICI System. "Management control" means the authority to set and enforce (1) priorities; (2) standards for the selection, supervision, and termination of personnel in its employ; and (3) policy governing the operation of computers, circuits and telecommunications terminals or equipment used to process, store, or transmit criminal justice data, and guarantees the priority service needed by the criminal justice community. Management control includes, but is not limited to, the supervision of equipment, system design, programming, and operating procedures necessary for the exchange of criminal justice data.

(d) That authorized Municipality employees and authorized employees from other user law enforcement agencies may access, view or print any record contained in the RICI System relating to a subject's arrest, booking, detention or incarceration including name, address, social security number, physical description, telephone number, fingerprints, palm-prints, photographs, and related data. Access by Municipality employees is strictly for business purposes relating to an official law enforcement function or to the administration or maintenance of the system. Any data so accessed may be used or disseminated only in accordance with all applicable federal, state or local laws or applicable rules and regulations, taking into account the type of record being used or disseminated including designation as adult, juvenile delinquent, sealed or similar restricted status.

(e) That all County employees having access to RICI System data have been the subject of a criminal background check for the purpose of ascertaining fitness to access criminal justice and police blotter information. The Department of Public Safety will determine the criteria to be used in ascertaining such fitness. Any person not meeting such criteria will be denied access to RICI System data.

(f) That all Municipality records maintained on the RICI System are owned by the Municipality. The Municipality will enter or edit its own records and has sole responsibility for the proper designation of its records as adult, juvenile delinquent, sealed or similar restricted status. The Municipality has sole responsibility for compliance with all court processes pertaining to any Municipality record contained in the system. The County will not enter or edit Municipality records, except at the request of the Municipality or as necessary for the administration or maintenance of the system.

SECOND: The Municipality agrees:

(a) To provide and maintain a computer system and related equipment that will allow for the electronic capture and transmission of records relating to a subject's arrest, booking, detention or incarceration including name, address, social security number, physical description, telephone number, fingerprints, palm-prints, photographs, and related data. The system will allow for the two-way transmission of data between the Municipality, the New York State Division of Criminal Justice Services ('DCJS") and other law-enforcement agencies.

(b) To maintain all parts of the RICI System under Municipality control. The portion of the system "under Municipality control" means the hardware or software associated with the Municipality computer network. The Municipality will take reasonable measures to prevent or correct system trouble. "System trouble" is

generally defined as the non-ability of any Municipality RICI System workstation to send or receive data from the central computer. If the Municipality determines the trouble to be within the portion of the system under County control, or within the jurisdiction of a third party, it will make appropriate notification to the County or to such third party. The portion of the system "under County control" means the hardware or software associated with the central computer. The "jurisdiction of a third party" means any hardware or software that is not within that portion of the system under Municipality control or under County control.

(c) To provide supervision and control over that portion of the RICI System under Municipality control. The term "supervision and control" generally means, but is not limited to, maintenance of security for terminals used to access RICI System data and the exercise of reasonable measures to ensure that only authorized personnel access criminal justice and police blotter information contained in the system.

(d) That authorized County employees and authorized employees from other user law enforcement agencies may access, view or print any record contained in the RICI system relating to a subject's arrest, booking, detention or incarceration including name, address, social security number, physical description, telephone number, fingerprints, palm-prints, photographs, and related data. Access by County employees is strictly for business purposes relating to an official law enforcement function or to the administration or maintenance of the system. Any data so accessed may be used or disseminated only in accordance with all applicable federal, state or local laws or applicable rules and regulations, taking into account the type of record being used or disseminated including designation as adult, juvenile delinquent, sealed or similar restricted status.

(e) That all Municipality employees having access to RICI System data have been the subject of a criminal background check for the purpose of ascertaining fitness to access police blotter and criminal justice information. The Department of Public Safety will determine the criteria to be used in ascertaining such fitness. Any person not meeting such criteria will be denied access to RICI System data.

THIRD: The Municipality agrees

(i) That except for the amount, if any, of damage contributed to, caused by or resulting from the negligence of the County, the Municipality shall indemnify and hold harmless the County, its officers, employees, agents and elected officials from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorneys' fees or loss arising directly or indirectly out of this Agreement; and

(ii) To provide defense for and defend, at its sole expense, any and all claims, demands or causes of action directly or indirectly arising out of this Agreement, unless caused by or resulting from the negligence of the County, and to bear all other costs and expenses related thereto.

FOURTH: The term of this Agreement will commence February 1, 2017 and terminate January 31, 2022, unless terminated earlier as provided herein.

FIFTH: Either party may cancel this Agreement on thirty (30) days written notice to the other party.

SIXTH: This Agreement shall not be enforceable unless signed by the parties and approved by the Office of the County Attorney.

SEVENTH: All notices given pursuant to this agreement shall be in writing and effective on mailing. All notices shall be sent by registered or certified mail, return receipt requested or by overnight courier and mailed to the following addresses:

To The County:

George N. Longworth
Commissioner - Sheriff of Public Safety
Saw Mill River Parkway
Hawthorne, New York 10532

With a copy to:

County Attorney
Michaelian Office Building, Room 600
148 Martine Avenue
White Plains, New York 10601

To The Municipality:

Village of Irvington
85 Main Street
Irvington, New York 10533

or to such other addresses as may be specified by the parties hereto in writing.

EIGHTH: This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and shall supersede all previous negotiations, comments and writings. It shall not be released, discharged, changed or modified except by an instrument in writing signed by a duly authorized representative of each of the parties.

NINTH: This Agreement is entered into solely between, and may be enforced only by, the County and the Municipality; and this Agreement shall not be deemed to create any rights in third parties, or to create any obligations of a Party to any such third parties.

TENTH: Any delegation of duties or assignment of rights under this Agreement, without the prior express written consent of the County, is void.

ELEVENTH: The Agreement shall be construed and enforced in accordance with the laws of the state of New York.

IN WITNESS WHEREOF, the County and the Municipality have executed this Agreement in triplicate:

COUNTY OF WESTCHESTER

By:_____
George N. Longworth
Commissioner-Sheriff
Department of Public Safety

MUNICIPALITY

By: _____
Name:
Village of Irvington

Approved by the Board of Legislators of the County of Westchester on September 10, 2012 by Act No. 2012-117.

Approved by the Board of Acquisition and Contract of the County of Westchester on the 11th day of October, 2012.

Approved as to form and
manner of execution:

_____
Sr. Assistant County Attorney
The County of Westchester
a/DPS/RICI/RICI IMA 2010.doc

MUNICIPALITY'S ACKNOWLEDGMENT

STATE OF NEW YORK)

) ss.:

COUNTY OF WESTCHESTER)

On this _____ day of _____ 20__, 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 is the _____ of _____, the municipal corporation described in and which executed the within instrument, who being by me duly sworn did depose and say that he/she executed the same in his/her capacity, and that by his/her signature(s) on the instrument, the municipal corporation executed the instrument.

_____

Notary Public County

CERTIFICATE OF AUTHORITY
(Municipality)

I, _____,
(Officer other than officer signing contract)

certify that I am the _____ of the
(Title)

_____
(Name of Municipality)

(the "Municipality"), a corporation duly organized and in good standing under the

_____,
(Law under which organized, e.g., the New York Village Law, Town Law, General Municipal Law)

named in the foregoing agreement; that _____,
(Person executing agreement)

who signed said agreement on behalf of the Municipality was, at the time of execution

_____of the Municipality, and that said
(Title of such person),

agreement was duly signed for and on behalf of said Municipality by authority of its

_____, thereunto duly authorized and
(Town Board, Village Board, City Council)

that such authority is in full force and effect at the date hereof.

_____
(Signature)

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

On this _____ day of _____20__, before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the above certificate and acknowledged to me that he/she executed the above certificate in his/her capacity
as _____ of _____,
(Title) (Municipality)
the municipal corporation described in and which executed the within instrument.

_____
Notary Public County

SCHEDULE "B"

STANDARD INSURANCE PROVISIONS (MUNICIPALITY)

1. Prior to commencing work, the Municipality shall obtain at its own cost and expense the required insurance from insurance companies licensed in the State of New York, carrying a Best's financial rating of A or better, and shall provide evidence of such insurance to the County of Westchester, as may be required and approved by the Director of Risk Management of the County. The policies or certificates thereof shall provide that thirty days prior to cancellation or material change in the policy, notices of same shall be given to the Director of Risk Management of the County of Westchester by registered mail, return receipt requested, for all of the following stated insurance policies. All notices shall name the Municipality and identify the Agreement.

If at any time any of the policies required herein shall be or become unsatisfactory to the County, as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to the County, the Municipality shall upon notice to that effect from the County, promptly obtain a new policy, submit the same to the Department of Risk Management of the County of Westchester for approval and submit a certificate thereof. Upon failure of the Municipality to furnish, deliver and maintain such insurance, the Agreement, at the election of the County, may be declared suspended, discontinued or terminated. Failure of the Municipality to take out, maintain, or the taking out or maintenance of any required insurance, shall not relieve the Municipality from any liability under the Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the contractual obligations of the Municipality concerning indemnification. All property losses shall be made payable to and adjusted with the County.

In the event that claims, for which the County may be liable, in excess of the insured amounts provided herein are filed by reason of any operations under the Agreement, the amount of excess of such claims or any portion thereof, may be withheld from payment due or to become due the Municipality until such time as the Municipality shall furnish such additional security covering such claims in form satisfactory to the County of Westchester.

2. The Municipality shall provide proof of the following coverage (if additional coverage is required for a specific agreement, those requirements will be described in the "Special Conditions" of the contract specifications):

(a) Workers' Compensation. Certificate form C-105.2 (9/07) or State Fund Insurance Company form U-26.3 is required for proof of compliance with the New York State Workers' Compensation Law. State Workers' Compensation Board form DB-120.1 is required for proof of compliance with the New York State Disability Benefits Law. Location of operation shall be "All locations in Westchester County, New York."

Where an applicant claims to not be required to carry either a Workers' Compensation Policy or Disability Benefits Policy, or both, the employer must complete NYS form CE-200, available to download at: www.wcb.state.ny.us (click on Employers/Businesses, then Business Permits/Licenses/Contracts to see instruction manual).

If the employer is self-insured for Worker's Compensation, he/she should present a certificate from the New York State Worker's Compensation Board evidencing that fact (Either SI-12, Certificate of Workers' Compensation Self-Insurance, or GSI-105.2, Certificate of Participation in Workers' Compensation Group Self-Insurance).

(b) Employer's Liability with minimum limit of $100,000.00.

(c) Commercial General Liability Insurance with a minimum limit of liability per occurrence of $1,000,000.00 for bodily injury and $100,000.00 for property damage or a combined single limit of $1,000,000.00 (c.s.l.), naming the County of Westchester as an additional insured. This insurance shall indicate the following coverages:

(i) Premises - Operations.
(ii) Broad Form Contractual.

(d) Automobile Liability Insurance with a minimum limit of liability per occurrence of $1,000,000.00 per occurrence for bodily injury and a minimum limit of $100,000.00 per occurrence for property damage or a combined single limit of $1,000,000.00 unless otherwise indicated in the contract specifications. This insurance shall include for bodily injury and property damage the following coverages:

(i) Owned automobiles.
(ii) Hired automobiles.
(iii) Non-owned automobiles.

3. All policies of the Municipality shall be endorsed to contain the following clauses:

(a) Insurers shall have no right to recovery or subrogation against the County of Westchester (including its employees and other agents and agencies), it being the intention of the parties that the insurance policies so effected shall protect both parties and be primary coverage for any and all losses covered by the above-described insurance.

(b) The clause "other insurance provisions" in a policy in which the County of Westchester is named as an insured, shall not apply to the County of Westchester.

(c) The insurance companies issuing the policy or policies shall have no recourse against the County of Westchester (including its agents and agencies as aforesaid) for payment of any premiums or for assessments under any form of policy.

(d) Any and all deductibles in the above described insurance polices shall be assumed by and be for the account of, and at the sole risk of, the Municipality.

RESOLUTION 2016-XXX
APPROVAL OF GRANT AGREEMENT WITH THE NEW YORK STATE DEPARTMENT OF STATE/THRUWAY AUTHORITY

Trustee offered the following resolution, which was seconded by Trustee and adopted:

RESOLVED to approve the revised grant agreement with the New York State Thruway Authority to provide $150,000 for the Route 9 Corridor Active Transportation Feasibility Study and Conceptual Design Plan, and

FURTHER RESOLVED to authorize the Village Administrator to execute said agreement and any other documents necessary to effectuate the provisions of the grant.

AGREEMENT BY and AMONG THE NEW YORK STATE THRUWAY AUTHORITY and THE VILLAGE OF IRVINGTON

THIS AGREEMENT (the "Agreement") is made and entered into as of the _____ day of _____, 20__ by and among the Village of Irvington ("Village") having an address for the conduct of business located at 85 Main Street, Irvington, NY 10533 and the New York State Thruway Authority ("Authority") created pursuant to Title 9 of the Public Authorities Law, having an address for the conduct of business located 200 Southern Boulevard, Albany, NY 12209.

W I T N E S S E T H:

WHEREAS, pursuant to Resolution No. 5935, adopted at Meeting No. 695 on December 17, 2012, authorizing the execution of the Design-Build Contract by its Board, the Authority has allocated funds for the New NY Bridge Project Community Benefit Fund to provide grants to eligible governmental entities and not-for-profit corporations located in Westchester and Rockland Counties; and

WHEREAS, for the benefit of the New York State Thruway Authority ("Authority") as owner pursuant to Contract D214134 ("DB Contract"), Tappan Zee Constructors ("TZC") is designing and constructing a replacement for the Tappan Zee Bridge (the "New NY Bridge Project"); and

WHEREAS, pursuant to the DB Contract, the Authority has created a Ten Million ($10,000,000.00) Dollar Community Benefit Program Fund (the "CBF") which is to be used to help pay to address the effects of the construction of the New NY Bridge Project, which CBF is subject to (i) certain contractual obligations between TZC and the Authority, and (ii) certain procedures that have been established by the Authority relating to the Community Benefits Program; and

WHEREAS, pursuant to the CBF, the Authority has decided to support the Village's efforts to improve and expand pedestrian, bicyclist and transit user access to the New NY Bridge by conducting a Route 9 Corridor Active Transportation Feasibility Study and Conceptual Design Plan (the "Project") by paying ($150,000) one hundred and fifty thousand Dollars from the CBF to the Village as provided for herein (the "Authority Funds"); and

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Authority and the Village; hereby agree as follows:

1. Agreement Term: This Agreement shall commence on September 1, 2014 and shall terminate on March 5, 2018. However, the Authority shall not be liable, or obligated in any manner, to make any payments under this agreement until all necessary approvals have been granted, including, when applicable, these approvals from the New York

State Attorney General's Office and the New York State Comptroller's Office. No payments to the Village shall be made after March 5, 2018.

2. Agreement Amount: The Authority agrees to make available, subject to disbursement provisions set forth in Paragraph 4, to the Village; a sum not to exceed $150,000. The Authority makes no representation or warranty of any kind that the Authority Funds will be sufficient to pay for all costs and expenses incurred by the completion of the Project or which may be due by the Village if the Authority Funds are not sufficient to pay for all costs and expenses relating to the Project. Such costs and expenses shall include, but not be limited to, all internal and external costs and expenses, including, but not limited to, consultant, contractor, subcontractor fees, costs and expenses. If the actual cost of completing the Project exceeds the Authority Funds, then the Village shall be solely responsible for and agrees to fund and pay any additional moneys which may be required to complete the Project and pay any additional moneys due under any agreement or contract executed to plan, design, construct, maintain, or otherwise implement the Project. Neither the Authority nor TZC shall have any obligation whatsoever to increase the amount of the Authority Funds beyond the $150,000 provided herein. In the event that the cost to complete the Project is less than the amount of the Authority Funds, then any unused portion of the Authority Funds shall be repaid to the Authority by the Village. No payments from the Authority Funds to the Village shall be made after March 5, 2018.

3. Project Description and Budget:

   a. The CBF Application submitted by the Village is hereby made part of this Agreement and attached hereto as "Schedule A". The Village agrees to spend the Grant money pursuant to the Project description and budget contained in Schedule A.

   b. Should it be determined by the Authority that additional information, documentation or other details regarding the Project description or budget is required, the Authority reserves the right to request from the Village such information. The Village shall cooperate and provide the requested information within a timely manner.

   c. Substantive changes, or altering the budget, scope, intent or basic elements of the Project shall not be made by the Village without the prior written approval of the Authority.

4. Disbursement Provisions:

   a. At such time as the Village determines that a disbursement is to be made from the Authority Funds the Village shall provide written notice to the Authority of such determination and setting forth the amount of the disbursement that it is requesting be paid (each a "Disbursement Request").

Together with each Disbursement Request, the Village shall provide to the Authority all of the following:

(i). A written certification executed by a duly authorized officer of the Village accompanied by such receipts and documents verifying expenditures as may be required by the Authority. Reimbursement request certifications shall include a statement by the Village that the requested funds do not duplicate reimbursements for costs and services received from other sources or prior disbursements from the Authority Funds.

(ii). Copies of supporting invoices and requests for payments received by the Village prior to the date of the Disbursement Request, which have not therefore been provided to the Authority, including invoices from the Contractor, subcontractors, consultants, laborers and/or material suppliers. These invoices shall total or exceed the amount of the Village's submitted payment Disbursement Requests for the work/activity undertaken with regard to the Project, and shall be dated on or after the date of this Agreement in order to substantiate a Disbursement Request.

(iii). Such other documentation, information, receipts, and/or verifications as the Authority may reasonably require.

b. No more than three Disbursement Requests will be accepted. The final Disbursement Request, which in no case will be for less than 20% of the Authority Funds set forth in paragraph 2 of this Agreement, will be processed for payment only after inspection of the completed Project by the Authority. The Authority shall have no liability whatsoever for its inspection and approval of the Project.

c. In no event will the Authority process any Disbursement Requests which would cause the aggregate disbursements for the Project to exceed the Authority Funds set forth in paragraph 2 of this Agreement.

d. The Village shall keep accurate and separate accounting records of all receipts and disbursements of all funds attributed to this Agreement, and shall produce upon request of the Authority such records for examination. Records must be maintained so that they can be provided for examination at any time during the conduct of the Project and for a period of six (6) years following its completion.

e. The Village acknowledges and agrees that payments for invoices submitted by the Village will only be rendered electronically unless payment by paper check is expressly authorized by the Authority, in its sole discretion, due to extenuating circumstances. The Village shall comply with the Authority's procedures to authorize electronic payments. Authorization forms are available at the Authority's website at http://www.thruway.ny.gov/business/purchasing/

epayments/index.html, by email at suppliermgmt@thruway.ny.gov, or by telephone at (518) 436-2859. The Village acknowledges that it will not receive payment on any invoices submitted under this Agreement if it does not comply with the Authority's electronic payment procedures, except where the Authority has expressly authorized payment by paper check as set forth above.

5. Representations, Warranties and Covenants:

The Village represents, warrants and covenants that:

a. The Village hereby acknowledges that the Authority has relied upon the statements and representations made by the Village in its CBF Application attached hereto as Schedule A in making the Authority Funds available to Village. The Village hereby represents and warrants that it has made no material misstatement or omission of fact in Schedule A or otherwise in connection with this Agreement and that the information contained in Schedule A continues on the date hereof to be materially correct. In the event of any inconsistency between the conditions and terms of this Agreement and those contained in Schedule A, the provisions of this Agreement shall govern unless otherwise mutually agreed upon in writing by the parties.

b. The Authority Funds shall be used solely for eligible expenses and no materials purchased with Authority Funds will be used for any purpose other than the Project.

c. Authority Funds shall not be used for the following purposes:

i. Political activities, including, but not limited to, furthering the election or defeat of any candidate for public, political or party office, or for providing a forum for a candidate to promote the passage, defeat or repeal of any proposed or enacted legislation; and

ii. Religious worship or instruction as part of, or in connection with, the performance of this Agreement.

d. Municipal Resolutions

The Village's resolution attests that the Village's governing body has approved the Project, authorized sufficient funding to first-instance the full amount of the grant, and authorized the appropriate signatory to execute the Agreement. The Village will authorize Project spending either in their budgets or separate resolutions.

6. Independent Contractor: The Village is and shall be, in all respects, an independent contractor in performing any services pursuant to this Agreement. In accordance with its status as an independent contractor, the Village covenants and agrees that neither it nor its agents and/or employees will hold itself or themselves out as or claim to be an

officer or employee of the Authority and that neither the Village nor its agents and employees shall make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the Authority, including, but not limited to Workers' Compensation coverage, Unemployment Insurance benefits, Social Security coverage or Retirement System membership or credit.

7. Construction Requirements:

a. Purchases. The procurement of all goods and services for the Project shall conform to the requirements of the General Municipal Law. Except as otherwise expressly provided by an act of the legislature or by a local law adopted prior to September first, nineteen hundred fifty-three, all purchase contracts involving an expenditure of more than twenty thousand dollars ($20,000) shall be awarded to the lowest responsible bidder furnishing the required security after advertisement for sealed bids in the manner provided in section 103 of the General Municipal Law. Contracts for construction in excess of thirty-five thousand dollars ($35,000) shall be awarded after competitive bidding in accordance with the provisions of the General Municipal Law.

b. The Authority is required to implement the provisions of New York State Executive Law Article 15-A and 5 NYCRR Parts 140-145 ("M/WBE Regulations") for agreements with a value in excess of $25,000 for labor, services, equipment, materials, or any combination of the foregoing. These requirements are set forth in Appendix B. All of the Village's procurements for the Project shall conform to the requirements of Appendix B of this Agreement.

c. The Village shall be responsible for assuring that the Project is designed and constructed in conformance with the Uniform Federal Accessibility Standards (UFAS-Appendix A to 41 CFR part 101-19.6), Americans with Disabilities Act standards regulations contained in 28 CFR part 35 or 28 CFR part 36, the Americans with Disabilities Act Accessibility Guidelines (ADAAG-Appendix A to 28 CFR part 36 CFR part 1191, appendices B and D) and the New York State Uniform Fire Prevention and Building Code (Parts 1220 to 1228 of Article 13 of Title 19 of the NYCRR). Where there are discrepancies among these three sets of standards with regard to a particular design/construction requirement, the standard one providing the greatest degree of accommodation for the individuals with disabilities shall apply.

8. Inspections: Failure by the Village to allow reasonable and timely access to the Authority's representatives to inspect the Project may result in the forfeiture and require repayment by the Village of awarded Authority Funds.

9. Approvals: In the event that the performance of the Project requires the issuance of any permits, approvals, or consents by any federal, state, or local governmental entity,

agency or regulatory body, including but not limited to the U.S. Army Corps of Engineers, the New York State Department of Environmental Conservation, or the New York State Office of Parks, Recreation and Historic Preservation, the Village shall obtain such permit, approval, or consent at the Village's sole cost and expense, all of which shall be obtained prior to the commencement of the performance of any of the work on the Project or the procurement of any materials relating to the Project. The Village agrees that, and shall be solely responsible to ensure that, the conduct of the Project and all work related thereto shall at all times be conducted in a fashion so as to conform to all applicable laws, rules, regulations, ordinances, codes and requirements.

10. Soft Costs: Project administration costs by the Village shall not exceed 10% of the Project amount set forth in Paragraph 2. Operational costs of governmental entities and not-for-profit corporations shall not be funded by CBP grant awards.

11. Default and Remedies:

a. Each of the following shall constitute default by the Village under the terms of this Agreement:

i. Failure to perform or observe any obligation or covenant of the Village contained herein to the reasonable satisfaction of the Authority;

ii. Failure to comply with any request for information reasonably made by the Authority for the purpose of determining compliance by the Village with the terms of this Agreement or otherwise reasonably requested by the Authority in connection with the Authority Funds;

iii. The making of any false statement or the omission of any material fact by the Village in or in connection with the Agreement or the Authority Funds.

b. Upon the serving of notice to the Village of the occurrence of a default (which notice shall specify the nature of the default), the Authority shall have the right to terminate this Agreement, provided that if the default is pursuant to Paragraph 11(a)(i) or 11(a)(ii), no default shall be deemed to have occurred if the Village cures such default within seven (7) days of notice from the Authority, or if the default cannot be reasonably cured within such seven day period, the Village commences to cure such default within such seven day period and completely cures the default within ninety (90) days thereafter, provided further that the Authority shall not be obligated to make any disbursements during any such cure period.

12. Abandonment: The Village shall complete the Project as set forth in this Agreement, and failure to render satisfactory progress or to complete the Project to the satisfaction of the Authority may be deemed an abandonment of the Project and cause the suspension or termination of any obligation of the Authority. In the event the Village

should be deemed to have abandoned the Project for any reason or cause other than a national emergency or an Act of God, all monies paid to the Village by the Authority and not expended in accordance with this Agreement shall be repaid to the Authority by the Village on demand.

13. Termination: This Agreement may be terminated at any time upon mutual written consent of the Authority and the Village. The Authority may terminate this Agreement immediately, upon written notice of termination to the Village, if the Village fails to comply with the terms and conditions of this Agreement and/or with any laws, rules, regulations, policies or procedures affecting this Agreement.

14. Liability: The Village shall be responsible for all damage to life and property due to negligent or otherwise tortious acts, errors or omissions of the Village and/or any of its officers, directors, staff, agents, employees, contractors, subcontractors, assigns, successors, invitees and licensees in connection with this Agreement. The provisions of this section shall survive the expiration or termination of this Agreement.

15. Indemnification and Defense:

a. To the fullest extent permitted by law, the Village shall indemnify and save harmless, without limitation, the Authority and the State of New York ("State"), and their respective officers, directors, board members, staff, agents, employees, successors and assigns ("Authority Indemnitees" and "State Indemnitees") as their interests may appear, from all claims, suits, actions, damages, liabilities, forfeitures, demands, losses, judgements, and costs of every kind and nature, and every name and description, arising out of the performance or non-performance by the Village and/or any of its officers, directors, agents, employees, contractors, subcontractors, assigns, successors, invitees and licensees of the work or services provided for in connection with this Agreement ("Claims").

b. The Village shall, at its own expense, defend the Indemnitees in any action or proceeding involving any Claims that may be brought against the Authority Indemnitees or the State Indemnitees or both of them. This obligation to defend shall include all attorneys' fees, disbursements, costs, and any other expenses incurred in connection with such Claims. The Authority shall give the Village: (a) prompt written notice of any action, claim or suit for which the Village is required to defend and indemnify the Authority; (b) the opportunity to take over, settle, or defend such action, claim or suit at the Village's sole expense; and (c) assistance in the defense of any such action, Claim, or suit at the expense of the Village. Notwithstanding the foregoing, if the Village defends the Indemnities, or defends either the Authority Indemnitees or the State Indemnitees, the Authority reserves the right to join such action, at its sole expense, if it determines there is an issue of significant interest to it, and the

State reserves the right to join such action, at its sole expense, if the State determines there is an issue involving a significant public interest.

c. The Authority may retain from any amount due to the Village such monies as may be necessary to satisfy any Claim recovered against the Authority Indemnitees. The Village's obligation under this section: (a) shall not be deemed waived by the Authority's failure to retain the whole or part of any monies due to the Village, nor by such Claims not being resolved prior to the release of such monies. Further, the Village obligations under this Section shall not be limited or discharged by the enumeration in this Agreement, or procurement, of any insurance.

d. The Village's indemnification and defense obligations under this Section shall include any and all Claims that may arise from any products and services provided, or to be provided, under this Agreement by the Village's agents, employees, and subcontractors, and by another party furnishing products and services under this Agreement.

e. The provisions of this Section shall survive the expiration or termination of this Agreement.

16. Insurance: The following insurance documents for the Village must be on file with the Authority prior to the commencement of the Project:

a. Commercial General Liability – submitted on an ACORD 25/Thruway Authority – Canal Corporation Supplemental insurance certificate set, with no less than the following limits and coverages:

- Each Occurrence Limit: $1,000,000
- General Aggregate: $2,000,000

The Authority shall be included as an Additional Insured, using ISO Additional Insured Endorsement CG 20 10 11 85 or its equivalent, under the CGL. The Commercial General Liability insurance shall apply as primary insurance with respect to any other insurance or self-insurance program afforded to or maintained by the Authority.

b. Workers' Compensation – as required by New York State Worker's Compensation and Disability Benefits Law.
Evidence of Workers' Compensation coverage must be provided on one of the following forms specified by the Commissioner of the Workers' Compensation Board:

(1) C-105.2 – Certificate of Workers' Compensation Insurance.
(2) U-26.3 – Certificate of Workers' Compensation Insurance from the State Insurance Fund.

(3) GSI-105/SI-12 – Certificate of Workers' Compensation Self Insurance

c. Disability Benefits – as required by New York State Worker's Compensation and Disability Benefits Law. Evidence of Disability Benefits coverage must be provided on one of the following forms specified by the Commissioner of the Workers' Compensation Board:

(1) DB-120.1 – Certificate of Insurance Coverage under the NYS Disability Benefits Law.
(2) DB-155 – Certificate of Disability Self Insurance.
(3) CE-200 – Certificate of Attestation of Exemption.

17. Notices: Any notice, demand, consent, approval, direction, agreement or other communication (any "Notice") required or permitted hereunder shall be in writing and shall be validly given if sent by a nationally recognized overnight courier services, delivered personally by reputable courier that obtains receipts, or mailed by United States mail, certified or registered mail, return receipt requested, adequate postage prepaid, addressed as follows to the person entitled to receive the same:

New York State Thruway Authority
The New NY Bridge Project
303 South Broadway, Suite 413
Tarrytown, New York 10591
Attn: Project Director

With copy to:
New York State Thruway Authority
200 Southern Boulevard
Albany, New York 12209
Attn: General Counsel's Office

The Village of Irvington
85 Main Street
Irvington, NY 10533
Attn: Lawrence Schopfer, Village Administrator

18. Ethics: During the term of this Agreement, the Village shall not engage any person who is, or has been at any time, in the employ of the Authority or New York State to perform services under this Agreement in violation of: the provisions of the Public Officers Law, ("POL"); the rules, regulations, opinions, guidelines or policies promulgated or issued by other laws applicable to the service of current or former Authority or New York State employees, and/or the New York State Joint Commission on Public Ethics ("JCOPE") the rules, regulations, opinions, guidelines or policies promulgated or issued by the New York Commission on Public Integrity and any other laws applicable to the service of current or former Authority or New York State employees ("Other Laws," and, together with POL and JCOPE, collectively, the "Ethics Provisions"). The Village certifies that all of its employees who are former employees of the Authority or New York State and who are assigned to perform services under this Agreement shall be assigned in accordance with all Ethics Provisions. Further, during the term of this Agreement, no person who is employed by the Village and who is disqualified from providing services under this Agreement pursuant to any Ethics Provision may share in any net revenues the Village derives from this Agreement.

The Village shall identify and provide the Authority with notice of those Village employees who are former employees of the Authority or New York State and will be assigned to perform services under this Agreement. The Authority may request that the Village provide it with whatever information the Authority deems appropriate about each such person's engagement, work cooperatively with the Authority to solicit advice from JCOPE and, if deemed appropriate by the Authority, instruct any such person to seek the opinion of JCOPE. The Authority shall have the right to cancel or terminate this Agreement at any time if any work performed under this Agreement is in conflict with any Ethics Provision.

19. Severability Clause: If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be effected, but shall remain binding and effective as against all parties hereto.

20. New York State Finance Law §§ 139-j and 139-k Certification: By execution of this Agreement, the Village certifies that it shall require all subcontractors hired to perform work on the Project to submit all information required by New York State Finance Law §§ 139-j and 139-k and make such information available to the Authority upon demand therefor.

21. Confidentiality and Non-Disclosure:

a. "Confidential Information" means any information not generally known to the public, whether oral or written, that the Authority claims is confidential and discloses to the Village pursuant to this Agreement. Confidential Information may include, but is not limited to, operational and infrastructure information relating to: bid documents, plans,

drawings, specifications, reports, product information and data; business and security processes and procedures; personnel and organizational data, and financial statements; information system IP addresses, passwords, security controls, architectures and designs; and such other data, information and images that the Authority deems confidential. The Authority will identify written Confidential Information by marking it with the word "Confidential" and will identify oral Confidential Information as confidential at the time of disclosure to the Village.

b. Confidential Information does not include information which, at the time of the Authority disclosure to the Village: (a) is already in the public domain or becomes publicly known through no act of the Village; (b) is already known by the Village free of any confidentiality obligations; (c) is information that the Authority has approved in writing for disclosure; or (d) is required to be disclosed by the Village of such disclosure requirement and an opportunity to defend prior to any such disclosure.

c. The Village may use Confidential Information solely for the purposes of implementing the Project pursuant to this Agreement. The Village shall not make copies of any written Confidential Information without the express written permission of the Authority. The Village may share Confidential Information with third parties that agree to the confidentiality provisions of this Agreement and are necessary for the Project; however, the Village shall share only that Confidential Information that is necessary to the third party's development of its contribution to the Project. The Authority's disclosure of Confidential Information to the Village shall not convey to the Village any right to or interest in such Confidential Information and the Authority shall retain all right and title to such Confidential Information at all times.

d. The Village shall hold Confidential Information confidential to the maximum extent permitted by law. The Village shall safeguard Confidential Information with at least the same level of care and security, using all reasonable and necessary security measures, devices and procedures that the Village uses to maintain its own confidential information.

22. Exemption from Sales and Compensating Use Taxes: The Authority is exempt from the payment of all sales and compensating use taxes otherwise imposed by New York State and municipalities located therein. The Authority will not pay the Village sales and compensating use taxes related to the Project.

23. Iran Divestment Act – Section 2879-c of the NYS Public Authorities Law

a. As used in this Section, "person" has the meaning set forth in paragraph (e) of subdivision 1 of Section 165-a of the State Finance Law.

b. By execution of the agreement, the Village will certify each person and each person signing on behalf of any other party certifies, and in the case of a joint bid or partnership each party thereto certifies as to its own organization, under penalty of

perjury, that to the best of its knowledge and belief, that each person is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the New York State Finance Law.

24. Suspension, Abandonment and Termination: The Authority shall have the right, in its sole discretion, to postpone, suspend, abandon or terminate this Agreement at any time and for any reason, and such action shall in no event be deemed a breach of contract. This includes the Authority's right to terminate this Agreement in the event the Authority finds that the certification made by the Village in accordance with New York State Finance Law §§ 139-j and 139-k was intentionally false or intentionally incomplete. This also includes the Authority's right to terminate this Agreement at any time in the event the Authority finds that the Village is non-responsible or has failed to accurately disclose vendor responsibility information.

In the event the Authority exercises its right to postpone, suspend, abandon or terminate this Agreement, the Authority will fix the value of the work performed as of such postponement, suspension, abandonment or cancellation date, as verified by audit, and compensate the Village accordingly. Upon such a postponement, suspension, abandonment or termination, the Village must within ten (10) days deliver to the Authority all records, documents and data pertaining to services rendered under this Agreement.

25. General Responsibility Obligations: The Village shall at all times during the term of this Agreement remain responsible. The Village agrees if requested by the Authority to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance and organizational and financial capacity.

26. Standard Contract Clauses and Appendices Incorporated by Reference: The Village agrees to comply with all of the terms and conditions set forth in Appendix A and B, which are attached hereto and expressly made a part of this Agreement as if set forth fully herein.

Appendix A - Standard Clauses for Thruway Authority Agreements
Appendix B - Participation by Minority Group Members and Women With Respect to State Contracts: Requirements and Procedures

27. The persons executing this Agreement on behalf of the parties to this Agreement hereby represent that they are properly authorized to execute this Agreement on behalf of the party for whom they are signing.

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IN WITNESS WHEREOF, the parties hereto executed this Agreement on the date first above written:

NEW YORK STATE
THRUWAY AUTHORITY

By _____
Executive Director

Village of Irvington

By _____
Name/Title

EID# _____

Recommended By

By _____
Project Director, New NY Bridge Project

Approved to Form

By _____
General Counsel
New York State Thruway Authority

NEW YORK STATE

Approved as to Form:

_____
Attorney General
New York State

Approved:

_____
Thomas P. DiNapoli
New York State Comptroller

CERTIFICATION FOR DUPLICATES – D_____

In addition to the acceptance of this Agreement, the Authority certifies that original or original duplicates of this signature page will be attached to all original or original duplicates of this Agreement.

STATE OF NEW YORK)

:ss.:

COUNTY OF _____)

On this _____ day of _____, in the year 20__, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, 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/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person on behalf of which the individual acted, executed the instrument.

_____

Notary Public

STATE OF NEW YORK)

:ss.:

COUNTY OF_____)

On this _____ day of _____, in the year 201_, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same in his capacity as the _____of the NEW YORK STATE Thruway Authority, and that by his signature on the instrument, the individual, acting for and on behalf of the NEW YORK STATE Thruway Authority, executed the instrument.

_____

Notary Public

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APPENDIX A

Standard Clauses For New York State Thruway Authority And New York State Canal Corporation Procurement Contracts

The parties to the attached contract, license, lease, amendment or other agreement of any kind ("the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party and its agents, successors and assigns, other than the Thruway Authority ("Authority") or Canal Corporation ("Corporation"), whether a contractor, licensor, licensee, lessor, lessee or any other party):

1. **NON-ASSIGNMENT CLAUSE.** This contract may not be assigned by the Contractor nor may its right, title or interest therein be assigned, transferred, conveyed, subcontracted, sublet or otherwise disposed of without the previous consent, in writing, of the Authority/Corporation and any attempts to assign the contract without the Authority's/Corporation's written consent are null and void.

2. **COMPTROLLER APPROVAL.** Unless otherwise provided by resolution of the Authority or Corporation Board, if this contract involves the expenditure of funds for goods or services in excess of $50,000, or the expenditure of funds for any other purpose in excess of $15,000, or if, by this contract, the Authority/Corporation agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds $10,000, this contract shall not be valid, effective or binding upon the Authority/Corporation until it has been approved by the State Comptroller and filed in his office.

3. **WORKERS' COMPENSATION AND DISABILITY BENEFITS.** This contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the State Workers' Compensation Law. If employees will be working on, near or over navigable waters, a U.S. Longshore and Harbor Workers' Compensation Act endorsement must be included.

4. **NON-DISCRIMINATION REQUIREMENTS.** To the extent required by Article 15 of the State Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, military status, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with State Labor Law §220-e, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, disability, sex or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in State Labor Law §230, then, in accordance with §239 thereof, the Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. The Contractor is subject to fines of $50 per person per day for any violation of State Labor Law §§220-e or 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

5. **WAGE AND HOURS PROVISIONS.** If this is a public work contract covered by Article 8 of the State Labor Law or a building service contract covered by Article 9 thereof, neither the Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the State Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, the Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the State Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the New York State Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with subdivision 3-a of Section 220 of the New York State Labor Law shall be a condition precedent to payment by the Authority/Corporation of any Authority/Corporation approved sums due and owing for work done on the project.

6. **NON-COLLUSIVE BIDDING CERTIFICATION.** In accordance with State Public Authorities Law §2878, if this contract was awarded based upon the submission of bids, the Contractor warrants, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. The Contractor further warrants that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the Authority/Corporation a non-collusive bidding certification on the Contractor's behalf.

7. **INTERNATIONAL BOYCOTT PROHIBITION.** In accordance with State Labor Law §220-f, if this contract exceeds $5,000, the Contractor agrees, as a material condition of this contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership, or corporation has participated, is participating, or shall participate in an international boycott in violation of the Federal Export Administration Act of 1979 (50 USC App. §§2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of the Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the Authority/Corporation within five (5) business days of such conviction, determination or disposition of appeal.

8. **SET-OFF RIGHTS.** The Authority/Corporation shall have rights of set-off. These rights shall include, but not be limited to, the Authority's/Corporation's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing by the Contractor to the Authority/Corporation with regard to this contract, or any other contract with the Authority/Corporation, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the Authority/Corporation for any other reason including, without limitation, monetary penalties, adjustments, fees, or claims for damages by the Authority/Corporation and third parties in connection therewith.

9. **RECORDS.** The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (collectively, "Records") for a period of six (6) years (or any other longer period required by law) following final payment or the termination of this contract, whichever is later, and any extensions thereto. The Authority/Corporation, State Comptroller, State Attorney General and any other person or entity authorized to conduct an examination shall have access to the Records during normal business hours at an office of the Contractor within New York State, or, if no such office is available, at a mutually agreeable and reasonable venue within the State, during the contract term, any extensions thereof and said six (6) year period thereafter, for purposes of inspection, auditing and copying. As used in this clause, "termination of this contract" shall mean the later of completion of the work of the contract or the end date of the term stated in the contract. The Authority/Corporation will take

reasonable steps to protect from public disclosure those Records which are exempt from disclosure under State Public Officers Law §87 ("Statute") provided that: (i) the Contractor shall timely inform an appropriate Authority/Corporation official, in writing, that said records should not be disclosed; (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the Authority's/Corporation's right to discovery in any pending or future litigation.

10. **IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.** All invoices or New York State standard vouchers submitted for payment for the sale of goods or services or the lease of real or personal property to the Authority/Corporation must include the payee's identification number, i.e., the seller's or lessor's identification number. The number is either the payee's Federal employer identification number or Federal social security number, or both such numbers when the payee has both such numbers. Failure to include this number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or New York State standard voucher, must give the reason or reasons why the payee does not have such number or numbers.

The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in State Tax Law §5. Disclosure of this information by the seller or lessor to the Authority/Corporation is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the State Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law.

The above personal information is maintained at the New York State Thruway Authority/Canal Corporation, Department of Finance and Accounts, P.O. Box 189, Albany, New York 12201.

11. **EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.** In accordance with State Executive Law §312, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of $25,000, whereby the Authority/Corporation is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the Authority/Corporation; or (ii) a written agreement in excess of $100,000 whereby the Authority/Corporation is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of $100,000 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, or major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this contract the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability, or marital status, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on Authority/Corporation contracts and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. As used in this clause, "affirmative action" shall mean recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, lay-off or termination, and rates of pay or other forms of compensation.

(b) At the request of the Authority/Corporation, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other

agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status, and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

(c) The Contractor shall state, in all solicitations or advertisements for employees, that in the performance of this contract all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

The Contractor shall include the provisions of (a), (b) and (c) above in every subcontract over $25,000 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon except where such work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The Authority/Corporation will consider compliance by a Contractor or its subcontractor with the requirements of any Federal law concerning equal employment opportunity which effectuates the purpose of this section. The Authority/Corporation shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such Federal law, and if such duplication or conflict exists, the Authority/Corporation may waive the applicability of Section 312 of the Executive Law to the extent of such duplication or conflict. The Contractor shall comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining thereto.

12. **CONFLICTING TERMS.** In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

13. **GOVERNING LAW.** This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

14. **LATE PAYMENT.** Timeliness of payment and any interest to be paid to the Contractor for late payment shall be governed by State Public Authorities Law §2880 and 21 NYCRR Part 109.

15. **NO ARBITRATION.** Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized) but must, instead, be heard in a court of competent jurisdiction of the State of New York.

16. **SERVICE OF PROCESS.** In addition to the methods of service allowed by the State Civil Practice Law & Rules, the Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon the Contractor's actual receipt of process or upon the Authority's/Corporation's receipt of the return thereof by the United States Postal Service as refused or undeliverable. The Contractor must promptly notify the Authority/Corporation, in writing, of each and every change of address to which service of process can be made. Service by the Authority/Corporation to the last known address shall be sufficient. The Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

17. **PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.** The Contractor certifies and warrants that all wood products to be used under this contract will be in accordance with, but not limited to, the specifications and provisions of State Finance Law §165 (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an

exemption under this law will be the responsibility of the Contractor to establish to meet with the approval of the Authority/Corporation.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in State Finance Law §165. Any such use must meet with the approval of the Authority/Corporation; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the Authority/Corporation.

18. **MACBRIDE FAIR EMPLOYMENT PRINCIPLES.** In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in State Finance Law §165), and shall permit independent monitoring of compliance with such principles.

19. **OMNIBUS PROCUREMENT ACT OF 1992.** It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development
Division for Small Business
30 South Pearl Street – 7th Floor
Albany, NY 12245
Phone: (518) 292-5220
Fax: (518) 292-5884
http://www.esd.ny.gov

A directory of certified minority and women-owned business enterprises is available from:

NYS Department of Economic Development Minority and Women's Business Development Division
30 South Pearl Street – 2nd Floor
Albany, NY 12245
Phone: (518) 292-5250
Fax: (518)292-5803
http://www.esd.ny.gov

The Omnibus Procurement Act of 1992 requires that by signing this bid proposal or contract, as applicable, the Contractor certifies that whenever the total bid amount is greater than $1 million:

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the Authority/Corporation;

(b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the NYS Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the Authority/Corporation upon request; and

(d) The Contractor acknowledges notice that the Authority/ Corporation may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the Authority/Corporation in these efforts.

20. **RECIPROCITY AND SANCTIONS PROVISIONS**. Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapters 684 and 383, respectively) require that they be denied contracts which they would otherwise obtain. Contact the Department of Economic Development, Division for Small Business, 30 South Pearl Street, Albany, New York 12245, for a current list of jurisdictions subject to this provision.

21. **NON-PUBLIC PERSONAL INFORMATION**. The Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208). In addition to any relief or damages that may be imposed pursuant to the provisions of this Act, the Contractor shall be liable for the costs imposed upon the Authority which are associated with breach of the Act if caused by Contractor's negligent or willful acts or omissions, or the negligent or willful acts or omissions of the Contractor's agents, officers, employees or subcontractors.

22. **OBSERVANCE OF LAWS**. The Contractor agrees to observe all applicable Federal, State and local laws and regulations, and to procure all necessary licenses and permits.

23. **NO WAIVER OF PROVISIONS**. The Authority's/Corporation's failure to exercise or delay in exercising any right or remedy under this contract shall not constitute a waiver of such right or remedy or any other right or remedy set forth therein. No waiver by the Authority/Corporation of any right or remedy under this contract shall be effective unless made in a writing duly executed by an authorized officer of the Authority/Corporation, and such waiver shall be limited to the specific instance so written and shall not constitute a waiver of such right or remedy in the future or of any other right or remedy under this contract.

24. **ENTIRE AGREEMENT**. This contract, together with this Appendix A and any other appendices, attachments, schedules or exhibits, constitutes the entire understanding between the parties and there are no other oral or extrinsic understandings of any kind between the parties. This contract may not be changed or modified in any manner except by a subsequent writing, duly executed by the parties thereto.

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APPENDIX B

PARTICIPATION BY MINORITY GROUP MEMBERS AND WOMEN WITH RESPECT TO STATE CONTRACTS: REQUIREMENTS AND PROCEDURES FOR NEW NY BRIDGE PROJECT COMMUNITY BENEFIT FUND AGREEMENTS WITH THE NEW YORK STATE THRUWAY AUTHORITY

I. General Provisions

A. The New York State Thruway Authority ("AUTHORITY") is required to implement the provisions of New York State Executive Law Article 15-A and 5 NYCRR Parts 140-145 ("M/WBE Regulations") for all State contracts as defined therein, with a value (1) in excess of $25,000 for labor, services, equipment, materials, or any combination of the foregoing or (2) in excess of $100,000 for real property renovations and construction.

B. The Grantee to the subject Community Benefit Fund ("CBF") Agreement (the "Grantee" and the "Agreement," respectively) agrees, in addition to any other nondiscrimination provision of the Agreement and at no additional cost to the AUTHORITY, to fully comply and cooperate with the AUTHORITY in the implementation of New York State Executive Law Article 15-A. These requirements include equal employment opportunities for minority group members and women ("EEO") and contracting opportunities for certified minority and women-owned business enterprises ("M/WBEs"). The Grantee's demonstration of "good faith efforts" pursuant to 5 NYCRR §142.8 shall be a part of these requirements. These provisions shall be deemed supplementary to, and not in lieu of, the nondiscrimination provisions required by New York State Executive Law Article 15 (the "Human Rights Law") or other applicable federal, state or local laws.

C. Failure to comply with all of the requirements herein may result in a finding of non-responsiveness, non-responsibility and/or a breach of contract, leading to the withholding of funds or such other actions, liquidated damages pursuant to Section VII of this Appendix or remedies as allowed by the Agreement.

II. Agreement Goals

A. For all of Grantee's procurements being funded by the Agreement, the AUTHORITY hereby establishes an overall goal for Minority and Women-Owned Business Enterprises ("M/WBE") participation, based on the availability of qualified MBEs and WBEs, which is equal to 30% of the Authority Funds under this Agreement.

B. For purposes of providing meaningful participation by M/WBEs on the Agreement and achieving the M/WBE Agreement Goals established in Section II-

A hereof, the Grantee should reference the directory of New York State Certified M/WBEs found at the following internet address: https://ny.newnycontracts.com.

The Grantee is also encouraged to contact the AUTHORITY to discuss additional methods of maximizing participation by M/WBEs on the Agreement. The contact information for this purpose is as follows:

Tracey Mitchell
Diversity Compliance Manager – New NY Bridge Project
303 Broadway – Suite 413
Tarrytown, New York 10591
(914) 524-5482
Tracey.Mitchell@newnybridge.com.

Lawrence H. Norville
Chief Compliance Officer
NYS Thruway Authority
200 Southern Blvd
Albany, NY 12209
(518) 471-5830
Larry.Norville@thruway.ny.gov

C. Where M/WBE Agreement Goals have been established herein, pursuant to 5 NYCRR §142.8, the Grantee must document "good faith efforts" to provide meaningful participation by M/WBEs as subcontractors or suppliers in the performance of the Grantee's procurements. In accordance with Section 316-a of Article 15-A and 5 NYCRR §142.13, the Grantee acknowledges that if it is found to have willfully and intentionally failed to comply with the M/WBE participation goals set forth in the Agreement and this Appendix B, such a finding constitutes a breach of contract and the Grantee shall be liable to the AUTHORITY for liquidated or other appropriate damages, as set forth herein.

III. M/WBE and EEO

A. The Grantee agrees to be bound by the provisions of Article 15-A - M/WBE Regulations promulgated by the Division of Minority and Women's Business Development of the Department of Economic Development (the "Division"). If any of these terms or provisions conflict with applicable law or regulations, such laws and regulations shall supersede these requirements.

B. The Grantee shall comply with the following provisions of Article 15-A:

(i) Grantee and Grantee's contractors and subcontractors performing work in connection with this Agreement and the Authority Funding Agreement ("Grantee's Contractors") shall undertake or continue existing EEO programs to ensure that minority group members and women are afforded

equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, EEO shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation. The Grantee shall submit its M/WBE AND EEO POLICY STATEMENT to the AUTHORITY within seventy two (72) hours after the date of the notice by AUTHORITY to award the grant of Authority Funds to the Grantee. Furthermore, the Grantee shall provide Grantee's Contractor's M/WBE and EEO POLICY STATEMENTS to the Authority within seventy two (72) hours after the Grantee providing a Grantee's Contractor with notice of an award of contract.

(ii) The Grantee shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination provisions. The Grantee and Grantee's Contractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

IV. TA-1022– Proposed Utilization Plan for ALL Subcontractors/Suppliers AAPHC89 – D/M/WBE Utilization Worksheet – Part 1

A. The Grantee's Contractors must submit to the Grantee, to be forwarded to the AUTHORITY, a M/WBE Utilization Plan and a signed, AAPHC89 – D/M/WBE Utilization Worksheet – Part 1 as evidence thereof through the New York State Contract System ("NYSCS"), however, the AUTHORITY may arrange for such evidence to be provided via a non-electronic method to the AUTHORITY, either prior to, or at the time of, the Grantee's first Disbursement Request as defined Section 4 of the Agreement.

B. The Grantee agrees to use such M/WBE Utilization Plan for the performance of M/WBEs in connection with this Agreement and the Authority Funding pursuant to the prescribed M/WBE goals set forth in Section III-A of this Appendix B.

C. The Grantee further agrees that a failure to submit and/or use such M/WBE Utilization Plan shall constitute a material breach of the terms of the Agreement. Upon the occurrence of such a material breach, the AUTHORITY shall be entitled to any remedy provided herein, including but not limited to, a finding the Grantee to be non-responsiveness.

V. TA-1077 – Contractor/Consultant M/WBE Waiver Request

A. If the Grantee, after making good faith efforts, is unable to comply with M/WBE goals, the Grantee may submit a M/WBE Waiver Request documenting good faith efforts (GFE) by the Grantee to meet such goals. A waiver request shall be provided to the contact information set forth in Section II.B. of this Appendix B. If the documentation included with the waiver request is complete, the AUTHORITY shall evaluate the request and issue a written notice of acceptance or denial within twenty (20) days of receipt.

B. If the AUTHORITY, upon review of the M/WBE Utilization Plan determines that the Grantee is failing or refusing to comply with the M/WBE Agreement Goals and no waiver has been issued in regards to such non-compliance, the AUTHORITY may issue a notice of deficiency to the Grantee. The Grantee must respond to the notice of deficiency within seven (7) business days of receipt. Such response may include a request for partial or total waiver of M/WBE Agreement Goals.

VI. Grantee Compliance Report

The Grantee is required to submit all compliance reports by the 15th day of the following month documenting the progress made towards achievement of the M/WBE goals of the Agreement.

VII. Liquidated Damages - M/WBE Participation

A. Where the AUTHORITY determines that the Grantee is not in compliance with the requirements of the Agreement and the Grantee refuses to comply with such requirements, or if the Grantee is found to have willfully and intentionally failed to comply with the M/WBE participation goals, the Grantee shall be obligated to pay to the AUTHORITY liquidated damages.

B. Such liquidated damages shall be calculated as an amount equaling the difference between:

All sums identified for payment to M/WBEs had the Grantee achieved the obligated M/WBE goals; and all sums actually paid to M/WBEs for work performed or materials supplied under the Agreement and any Grantee's contracts with Grantee's Contractors.

C. In the event a determination has been made which requires the payment of liquidated damages and such identified sums have not been withheld by the AUTHORITY, the Grantee shall pay such liquidated damages to the AUTHORITY within sixty (60) days after they are assessed by the AUTHORITY unless prior to the expiration of such sixtieth day, the Grantee has filed a

complaint with the Director of the Division of Minority and Woman Business Development pursuant to Subdivision 8 of Section 313 of the Executive Law in which event the liquidated damages shall be payable if Director renders a decision in favor of the AUTHORITY.

MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES – EQUAL EMPLOYMENT OPPORTUNITY POLICY STATEMENT

M/WBE AND EEO POLICY STATEMENT

I, The Village of Irvington, the (grantee/awardee/contractor) grantee agree to adopt the following policies with respect to the project being developed or services rendered at the Route 9 Corridor.

M/WBE This organization will and will cause its contractors and subcontractors to take good faith actions to achieve the M/WBE contract participations goals set by the State for that area in which the State-funded project is located, by taking the following steps:

(1) Actively and affirmatively solicit bids for contracts and subcontracts from qualified State certified MBEs or WBEs, including solicitations to M/WBE contractor associations.

(2) Request a list of State-certified M/WBEs from AGENCY and solicit bids from them directly.

(3) Ensure that plans, specifications, request for proposals and other documents used to secure bids will be made available in sufficient time for review by prospective M/WBEs.

(4) Where feasible, divide the work into smaller portions to enhanced participations by M/WBEs and encourage the formation of joint venture and other partnerships among M/WBE contractors to enhance their participation.

(5) Document and maintain records of bid solicitation, including those to M/WBEs and the results thereof. The Contractor will also maintain records of actions that its subcontractors have taken toward meeting M/WBE contract participation goals.

(6) Ensure that progress payments to M/WBEs are made on a timely basis so that undue financial hardship is avoided, and that bonding and other credit requirements are waived or appropriate alternatives developed to encourage M/WBE participation.

EEO (a) This organization will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing programs of affirmative action to ensure that minority group members are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on state contracts.

(b) This organization shall state in all solicitation or advertisements for employees that in the performance of the State contract all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex disability or marital status.

(c) At the request of the contracting agency, this organization shall request each employment agency, labor union, or authorized representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of this organization's obligations herein.

(d) The Contractor shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination provisions. The Contractor and subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

(e) This organization will include the provisions of sections (a) through (d) of this agreement in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the State contract.

Agreed to this _____ day of _____, 2_____

By _____

Print: _____ Title: _____

_____is designated as the Minority Business Enterprise Liaison

SCHEDULE A

The New NY Bridge
Community Benefits Program Application

Instructions:

1. All highlighted fields must be filled in.
2. Save completed application to your computer.
3. If you need additional space for any field and/or want to provide supplementary material, you should attach this material to your e-mail when you send in this application.
4. Additional Instructions on how to submit this form can be found at the bottom of this form.

Note: Mac users, use Adobe Reader instead of Preview for best results.

Legal Name of Applicant or DBA	Village of Irvington
Street Address	85 Main Street
City	Irvington
State	NY
Zip Code	10533

Contact Last Name	Schopfer
Contact First Name	Lawrence
Contact Title	Village Administrator
Telephone Number	(914) 591-4358
E-mail Address	lschopfer@irvingtonny.gov

Alternate Contact Last Name	Matthew
Alternate Contact First Name	Fiona
Alternate Contact Title	Grant Writer
Alternate Telephone Number	(914) 417-7873
Alternate E-mail Address	fiona@fionacompany.com

Type of Applicant (•) Governmental Entity ( ) Private Entity **501(c)(3):** ( ) Public Not-for-Profit ( ) Private Not-for-Profit

Project Relationship to New NY Bridge	Project plans for integration of the New NY Bridge's shared-use path
Project Location	Route 9 from the northern boundary of Sleepy Hollow to the southern border of Hastings-on-Hudson

Maximum characters allowed is 2,000.

Project Description

Attached.

Maximum characters allowed is 2,000.

Project Benefits

Attached.

Maximum characters allowed is 2,000.

Statement of Need

Attached.

Project Budget: $150,000

Granted Funding from Another Source? ○ Yes ◉ No

If you answered yes, please provide other funding source and amount:

Other Funding Source: N/A

Other Funding Amount: N/A

Grant Request: $150,000

Maximum characters allowed is 2,000.

Current State of Project Development: Attached.

Estimate Project Time line: The project will take 12 months from the date of grant contract execution

Signature Name: Lawrence S. Schopfer

Date: 09/27/2016

☒ I Agree By checking this box I certify the above statements to be true and correct, to the best of my knowledge, and that this information can be used for the purpose of processing this application.

Form Submission Instructions:

1. If you use a desktop e-mail client, such as Microsoft Outlook, Mail or Thunderbird, press the "Submit by E-mail" button and select "Desktop E-mail Application" then click OK. This should open your e-mail client with the e-mail address, subject line and this form automatically attached to a new e-mail message. Attach any other supplementary material.

2. If you use a web-based e-mail client, such Yahoo!, Gmail, AOL or Hotmail, please save the form to your computer and compose an e-mail to: CommunityBenefits@newnybridge.com. Attach the saved form and any other supplementary material.

3. To send the form via U.S. Mail, save and print the form then mail it along with any other supplementary material to the address below:
   George Paschalis
   Outreach Deputy Director
   303 South Broadway, Suite 413
   Tarrytown, New York 10591

Village of Irvington
New NY Bridge Community Benefits Program application
September 27, 2016

Project Description

The Villages of Hastings, Dobbs Ferry, Irvington, Tarrytown and Sleepy Hollow propose to undertake the Route 9 Corridor Active Transportation Feasibility Study and Conceptual Design Plan, seeking to promote safe, efficient and comfortable travel along Rte 9 for all modes of transportation, including bicycle, pedestrian, transit users and vehicles. The Project will study ways to reduce the presently divisive nature of Rte 9 and will seek the most effective, seamless connection between the New NY Bridge and surrounding communities, integrating the Bridge's Shared-Use path with local roads and trails.

The selected consultant will work closely with Steering Committee to complete the project by December 2017. A broad range of relevant data will be collected and synthesized into an existing conditions plan, including traffic volumes, lane widths, commercial activity, vehicular travel speeds and delays, adjacent streets and trails, important intersections, heavily-trafficked areas, important east-west connections, barriers and obstacles to retrofitting. The existing conditions will be analyzed, public input sought and relevant findings from past planning efforts incorporated in order to arrive at a feasible option for Complete Street retrofitting. The recommended scenario for bicycle and pedestrian accommodations along the corridor will be presented in written and graphic format, with photo simulations.

The project includes demonstration events of temporary complete street treatments to allow for observation, public response, analysis and test use. Such temporary treatments may include bike lanes, enhanced crosswalks, curb bump outs and refuge islands.

The design will be based on suitability and projected efficacy. The Study will include preliminary cost estimates for recommended improvements.

Study area: Rte 9 corridor from Hastings-Yonkers border to Sleepy Hollow's northern boundary, including proper connection to the New NY Bridge Shared Use Path terminus.

Project Benefits

Advancing alternative transportation along and across Rte 9, the Project will seamlessly integrate the New NY Bridge's Shared-Use Path with the surrounding communities. These connectivity enhancements will improve the economy, safety and quality of life in the River Towns.

These changes will introduce a broad array of benefits, including:

Cycling and walking on Rte 9 between neighborhoods and between municipalities will be encouraged when the road's dangerous configuration is corrected.

Walking across Rte 9 will be a safe and pleasant experience, breaking down the barrier the highway forms between each Village's residential and transit rich commercial area.

Thousands of recreational cyclists flock up Rte 9W from NYC to Nyack and Piermont each weekend. The bridge will entice them across the river and the proper connection will draw them safely into our Villages' restaurants, bars and shops.

Identifying the natural connection points between Rte 9 and the Old Croton Aqueduct Trail and RiverWalk will enhance connectivity.

Complete Streets treatments make Rte 9 more human-scale and attractive, bolstering tourism in the Villages.

Improving non-motorized transportation opens up job opportunities for residents on both sides of the bridge.

Improving walking and cycling to/from mass transit boosts ridership, eases traffic around train stations and broadens access for employment and social purposes.

Increasing alternative transportation promotes activity and social interaction, improving residents' health, while reducing pollution and crash risks.

The Project has additional benefits as a demonstration project, serving as a replicable model for improved connectivity in other regions.

The study is intended to accommodate and facilitate convenient access and mobility of all users of Rte 9 and, in addition to serving non-motorized transport, the Project will address the impact of recommended improvements on vehicular traffic.

Statement of Need

The Project builds on work being done during construction of the New NY Bridge, studying a seamless connection in front of the DoubleTree Hotel in Tarrytown to the Bridge project's planned complete streets improvements, and extending the connection south through Irvington, Dobbs Ferry and Hastings. Going north, the study will focus on connecting to the New NY Bridge's Shared-Use Path at the terminus.

Rte 9's configuration and heavy motor vehicle volumes already inhibit cycling and walking along and across it. The New NY Bridge's increased roadway capacity and new Shared-Use Path will exacerbate these problems by inducing more trips in the River Towns. The Project aims to mitigate current and projected conditions.

Few people are willing to ride bicycles along Rte 9, particularly on the stretches between Villages where lanes are narrow and people drive quite fast.

Walking across the highway is difficult as well, creating a barrier between the neighborhoods and downtowns. This problem stems from a combination of the roadbed's width, parking configurations causing inadequate sight lines at crosswalks, unusual angles of intersections, significant volumes of cars and trucks and poor behavior by motorists. Some segments of Rte 9 lack sidewalks.

These threats particularly inhibit the mobility of our children and elderly. The safety issues also reduce our Villages' attractiveness to aging Baby Boomers and Millennials seeking communities with vibrant street lives where they can walk, ride bicycles and take transit.

Our Villages have been receiving an increasing number of requests from residents seeking environmentally friendly, healthy and cost-effective modes of transport. Fixing Rte 9 will be a big step in that direction.

Current State of Project Development

The Project originated in Fall 2015 during an inter-municipal Complete Streets training workshop when numerous attendees voiced frustration over the divisive effect of Rte 9 on the community.

The Route 9 Corridor Active Transportation Study and Plan is a shared services project, supporting the Governor's agenda for municipalities to work together to address issues and make improvements. The informal consortium has convened regularly to establish goals, develop the Project scope, submit an LOI to the CBP, and obtain input from consultants. A Steering Committee comprised of 3 people appointed by each Village will guide the Project. The Steering Committee will seek a qualified consultant, and report back to the consortium. The Village of Irvington will serve as lead applicant on the Project.

Preliminary assessment of average daily traffic volumes along the corridor indicate compatibility with the addition of bicycle and pedestrian transportation.

The Project dovetails with Slow Down Rivertowns, a coordinated education campaign by 7 Village police departments to promote traffic calming and pedestrian safety. Pamphlets, banners, stickers, lawn signs and public events encourage changes in driving behavior. It will also support local runners groups, such as the Rivertown Runners, who are starting to work with the Villages to build community support for an application to the Road Runners Club of America for runner friendly community designation.

The project aligns with the NYS Department of Transportation's Transportation Alternatives Program announced on August 17. The Project goals are also consistent with NYSDOT's designation of Rte 9 as a State Bicycle Route.

Once the Plan has been completed, the five Villages intend to continue working together on design & engineering, grant-seeking and implementation. This will enhance the efficiencies associated with working on the corridor in its entirety and promote a functional continuity in the design of the improvements.

RESOLUTION 2016-XXX
APPROVAL OF A FILMING PERMIT FOR WOODRIDGE PRODUCTIONS INC.

Trustee offered the following resolution, which was seconded by Trustee and adopted:

RESOLVED to approve the filming permit for Woodridge Productions Inc. for filming at 67 North Broadway on December 13, 2016 for a permit fee of $1,000.

VILLAGE OF IRVINGTON - FILMING PERMIT APPLICATION

Name of Filming Applicant: Billy Soistmann, Office: (646) 561-0489, Cell: (302) 766-1158, billy@soistmann.com

Address: 62 Chelsea Piers, Suite 305, New York, NY 10011

Filming Location: Doley Residence

Name & Address of: 67 North Broadway, Irvington, NY 10533

Date(s) of Shoot: December 13th, 2016

Time of Shoot:
(start & finish time) Prep: 12/12 7AM–5PM & Film: 12/13 7AM–9PM & Wrap: 12/14 7AM–5PM

****

Contact Person for **Applicant** who will be in charge of filming and can be contacted 24 hours a day.

Name: Spencer Martin

Address: 62 Chelsea Piers, Suite 305, New York, NY 10011

Telephone: (845) 558-2446

FAX #: (212) 428-2018

Email: spmartin8@gmail.com

Number of People: Involved in Filming 100

Number of Vehicles: Involved in Filming 16

****

Additional documents <u>REQUIRED</u> and to be submitted with this application.

- Plans showing days, hours and parking plans during day/days of filming.
- Certificate of Insurance naming the Village of Irvington, NY as an additional insured
  Limits $1,000,000/$3,000,000.
- Hold Harmless and indemnification agreement.
- **Payment: Fee Due Upon Arrival of permit**
  * $1,000 – per day – private property
  * $5,000 – per day – public property
  * Should Police assistance be needed, an additional fee will be charged per hour for each Police Officer at the site.

ALLOWED FILMING TIME – 8:00AM to 7:00PM

Insurance received _____ *Hold Harmless received* _____ *Fee paid* _____

Village Administrator approval _____ *Board of Trustees approval* _____

Police Chief approval _____