

**VILLAGE OF TARRYTOWN
BOARD OF TRUSTEES
WORK SESSION 6:00 P.M.
WEDNESDAY, OCTOBER 29, 2014
Tarrytown Village Hall
One Depot Plaza, Tarrytown, New York**

Board of Trustees Concerns

Open Session

1. Wall – Open Space at Wilson Park
2. Car Show
3. IMA – Transfer of Organic Waste
4. Proposed Parking Restrictions – Parking Spaces for Electrically Powered Vehicles on Green Street; Parking Spaces for Handicapped on Green Street
5. Proposed Amendment to Unified Code re Landscaping, Noise
6. Feasibility Study – Pedestrian Tunnel under MNRR Tracks
7. Sustainability – A Center for ReSourceful Living
8. Altamont Avenue Retaining Wall Rebid
9. Proposed Amendment to Unified Code re Removal of Snow from Sidewalks

Executive Session

- 1A. Personnel

MEMORANDUM

TO: Village of Tarrytown Planning Board
Village of Tarrytown, Board of Trustees

FROM: Lucille Munz, ASLA

DATE: October 23, 2014

RE: Wilson Park Walls – Design, Location and recommendations

This memorandum has been prepared at the request of the Planning Board to serve as a summary of the wall/boundary design and approval for Wilson Park for presentation to the Village Board of Trustees for review and approval.

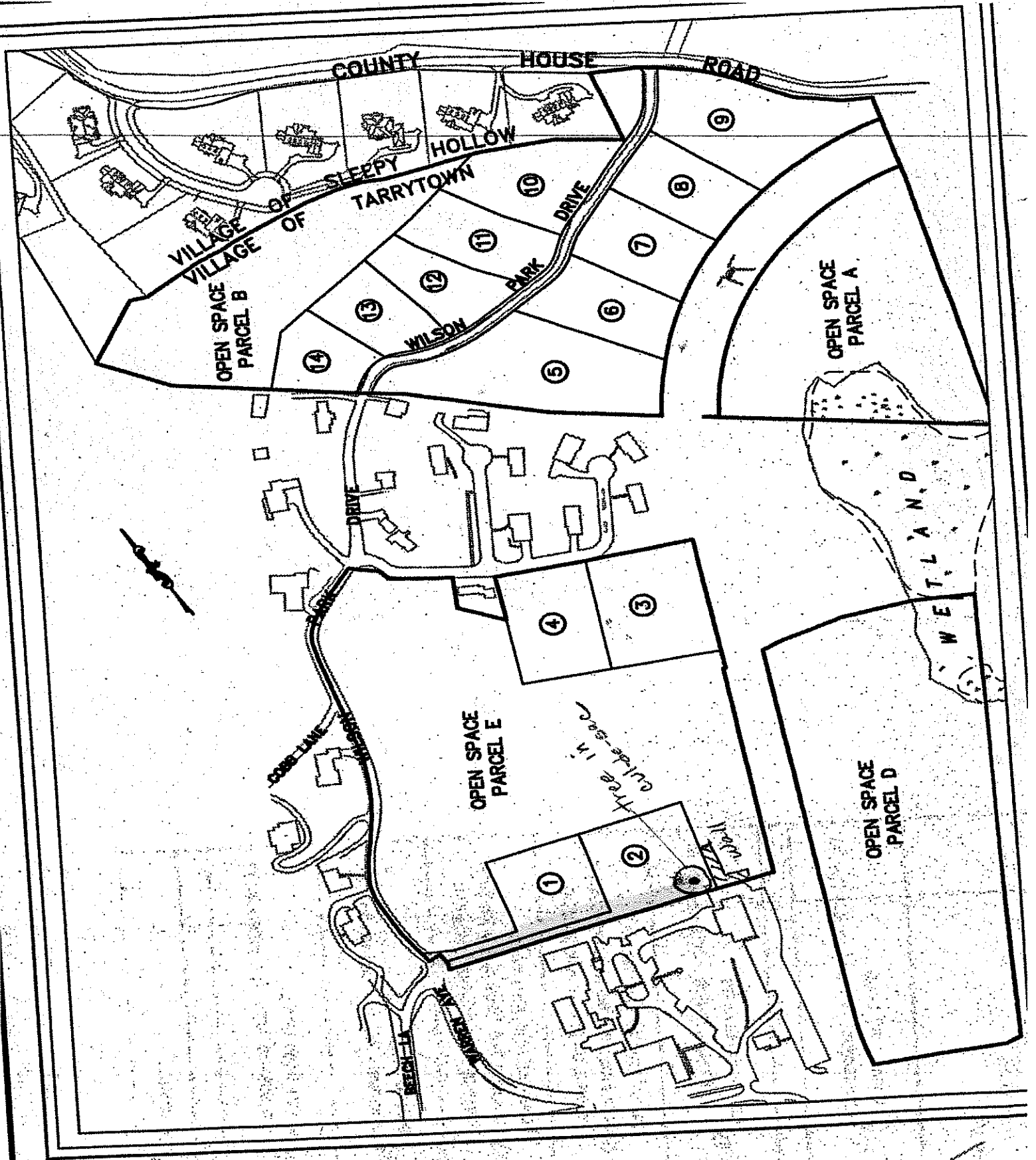
At the Planning Board work session on 10/23/14, the board agreed on the following recommendations to be forwarded to the BOT:

1. The design and construction of the stone walls for the border/boundary of the park shall be consistent with the "sample" wall constructed on Lot 2 of Wilson Woods. The wall shall be 2' high x 2' wide stone mortar wall that appears to be a dry wall with foundation footings except around trees which will be similar in appearance but without footings.
2. The walls shall be constructed on concrete footings/foundations, and be mortared in place with raked joints as to appear dry-laid.
3. Stone walls that are within the drip line of existing trees shall be built without concrete footings and constructed on a gravel base with first course of stone set approximately 12" below finished grade.
4. The location of entry points into the park at the southwest and northwest corners near Wilson Park Drive shall be laid out in the field with the Village's Landscape Architect and the stone columns shall be symmetrical laid out as indicated on the conceptual sketches dated 10/13/14 attached herein.
5. The location of all perimeter walls along park boundaries shall be finalized and approved by the Village's Engineer, Mike McGarvey and the question of squaring off Ice House shall be reviewed by Mike Blau, Village Administrator and Jeff Shumedja, Village Attorney regarding legal issues with potential land swap. If the proposed land swap is deemed not to be practical, then the walls shall be built along existing park/private property boundary line.
6. Prior to the construction of the walls and park entrances – the walls and entrances shall be laid out in the field and staked and approved by the Village's Landscape Architect and Engineer prior to construction. In addition, determining where footings are to be used and not to be used shall also include review by the Village's Landscape Architect as to protect and preserve the existing trees

7. All construction methods and materials shall be consistent with the sample wall that was constructed and approved by the Village Planning Board and shall adhere to the drawings provided by the Village's Landscape Architect of 10/13/14 and attached herein. All proposed wall construction and locations shall also be reviewed by the Village's Engineer and shall be modified as if required for appropriate installation and location.

See attachments

End





Dale Bellantoni

From: Dale Bellantoni
Sent: Tuesday, October 14, 2014 4:48 PM
To: David Aukland; Joan Raiselis; Paul Birgy; Ron Tedesco; Stanley Friedlander (sfriedlander@verizon.net)
Subject: FW: Concepts for Walls @ Wilson park
Attachments: Munz Wilson Park Wall Plan.pdf; Park Entrance Suggestions.pdf; Park Entrance Walls.pdf; Wall Along Property Line - Alt.pdf; Wall Along Property Line - Alt B.pdf

Please see e-mail and attachments from Lucille.

*Dale S. Bellantoni
Village of Tarrytown
One Depot Plaza
Tarrytown, NY 10591
914-631-1487 (phone)
914-631-1571 (fax)*

From: Lucille Munz [mailto:lmunz@munz-associates.com]
Sent: Monday, October 13, 2014 4:25 PM
To: Dale Bellantoni; Mike Blau; 'Joan Raiselis'; 'Paul Birgy'
Subject: Concepts for Walls @ Wilson park

Dear group:

I've attached the following:

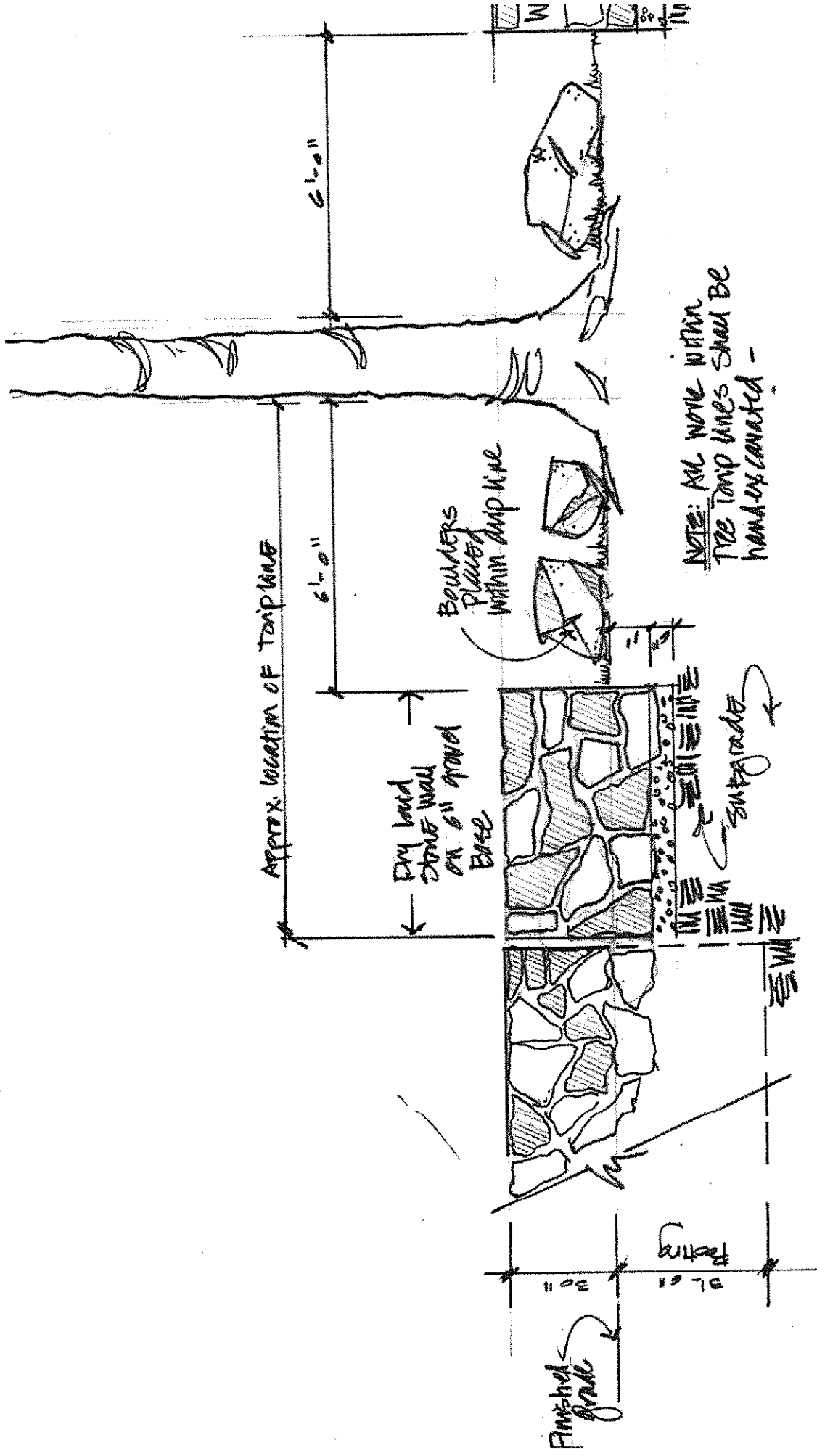
1. Map indicating in red the location of the walls at Wilson Park
2. Elevation of walls @ Park Entrance
3. Stone wall @ Property Line – Alt – A (showing how to handle wall at trees & drip line)
4. Stone wall @ Property Line – Alt – B (showing how to handle wall at trees & drip line using concrete rail fence)
5. Park Entrance @ Warner Lane (this should be wide enough to accommodate maintenance and emergency vehicles – Mike McGarvey will have to weigh in on this)
6. Park Entrance @ Wilson Park Drive @ intersection of Lot 1

If the map is acceptable and approved then I would suggest Toll stake out the wall location and I can then approve and/or make changes in the field accordingly based on the impact to certain trees.

Joan – I know that you wanted something more “organic” at the end of the walls for a terminus – but I think the piers are more in keeping with the historical context of the estates of the area. After we met that day I drove around and took note of many of the walls in the Village and I do think piers signaling entrance to the park will give it better definition. I also think attractive concrete pavers at the entrance on Warner Lane & Wilson Drive would help define entrance – and then can connect to internal paths that would be asphalt paths and/or stone screenings.

Below is an image of concrete rail fencing as a consideration near trees - you'll look understand after you look at my sketches –

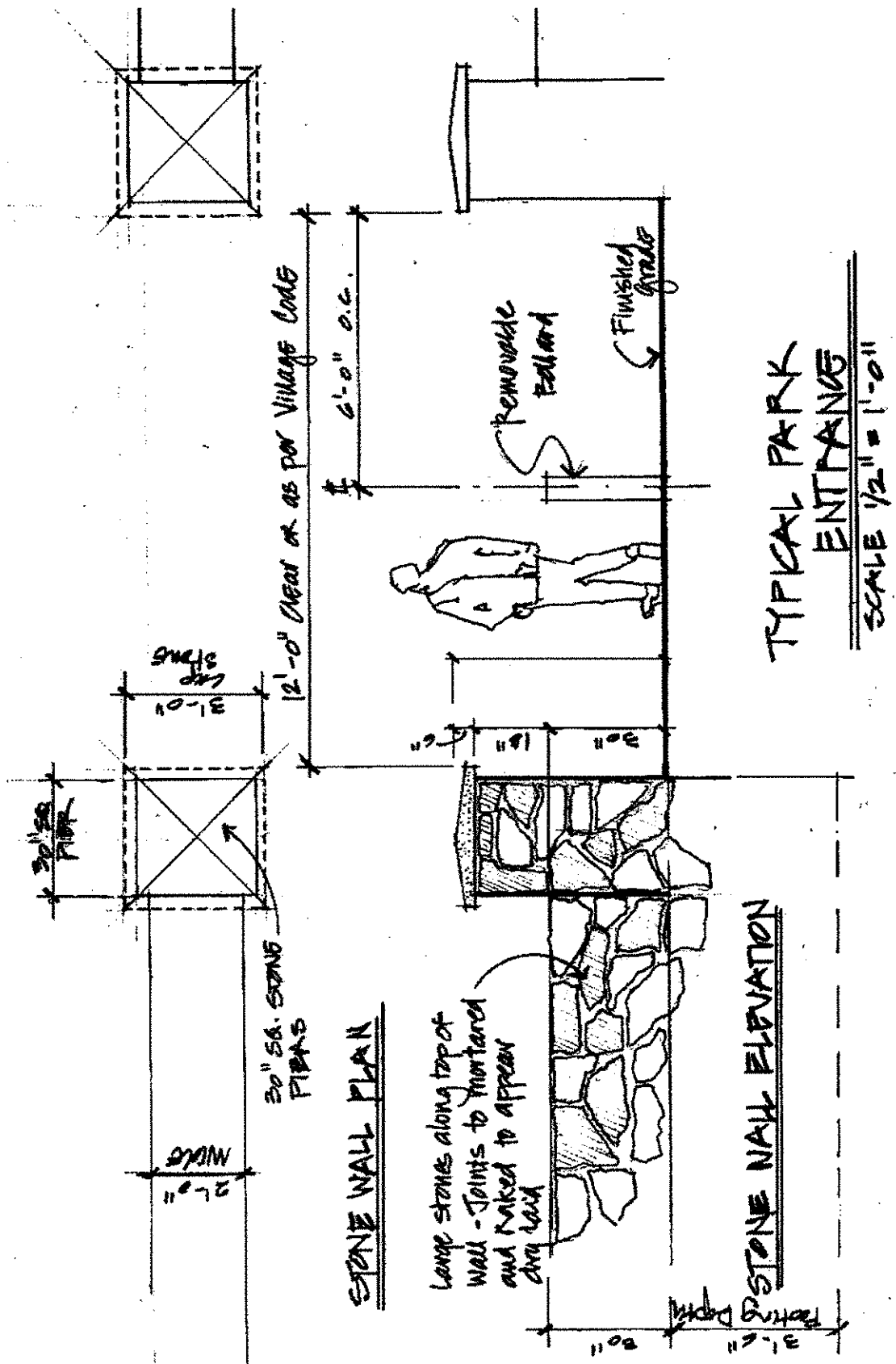
Please let me know you have any questions and or would like changes - Lucille



NOTE: ALL WORK WITHIN THE TOP LINES SHALL BE HAND EXCAVATED -

STONE WALL & PROPERTY LINE - ALT. A

SCALE 1/2" = 1'-0"



STONE WALL PLAN

STONE WALL ELEVATION

TYPICAL PARK
ENTRANCE
SCALE 1/2" = 1'-0"

Large stones along top of
wall - joints to mortared
and raked to appear
dry laid

Removable
Ballard

Finished
Grade

12'-0" Clear or as per Village Code

6'-0" o.c.

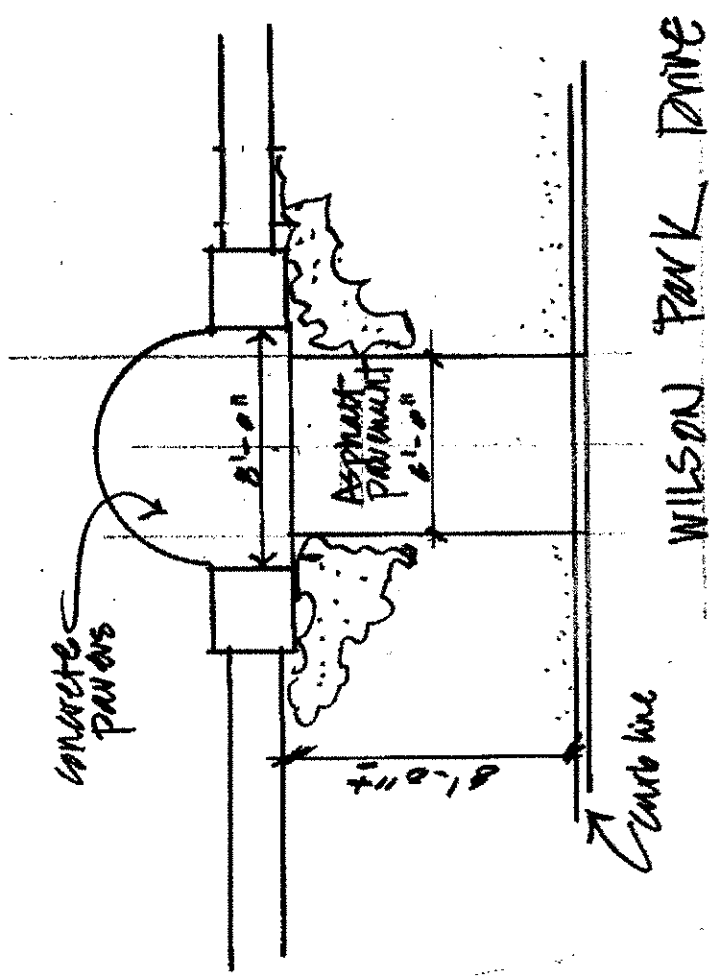
3'-0" x 3'-0"

30' x 30' Floor

20" sq. stone
PIERS

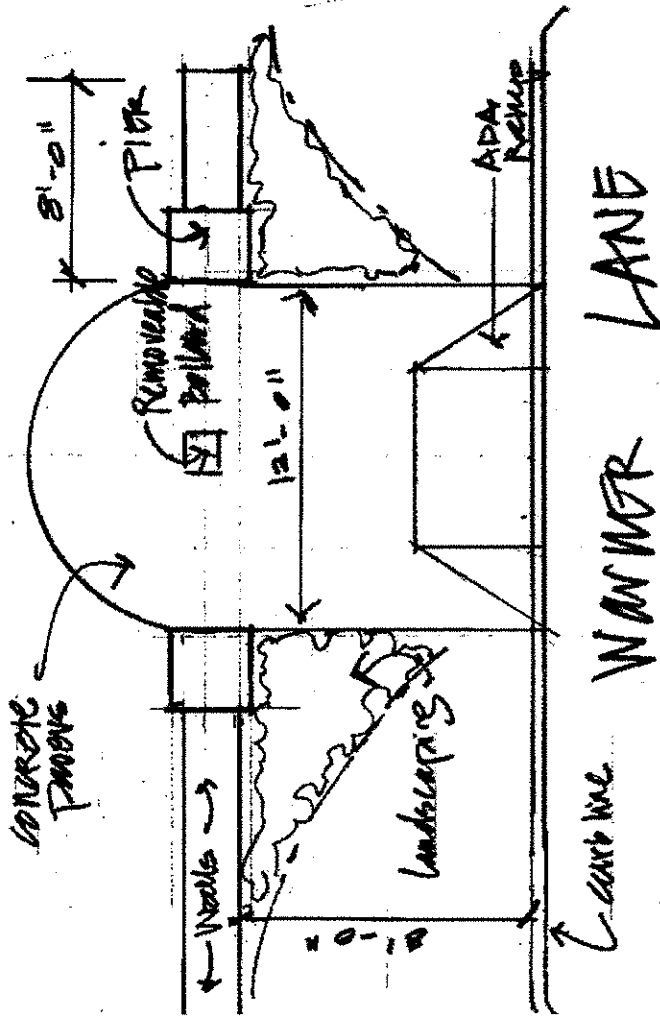
2'-0" wide

3'-0" x 3'-0" Footing Depth



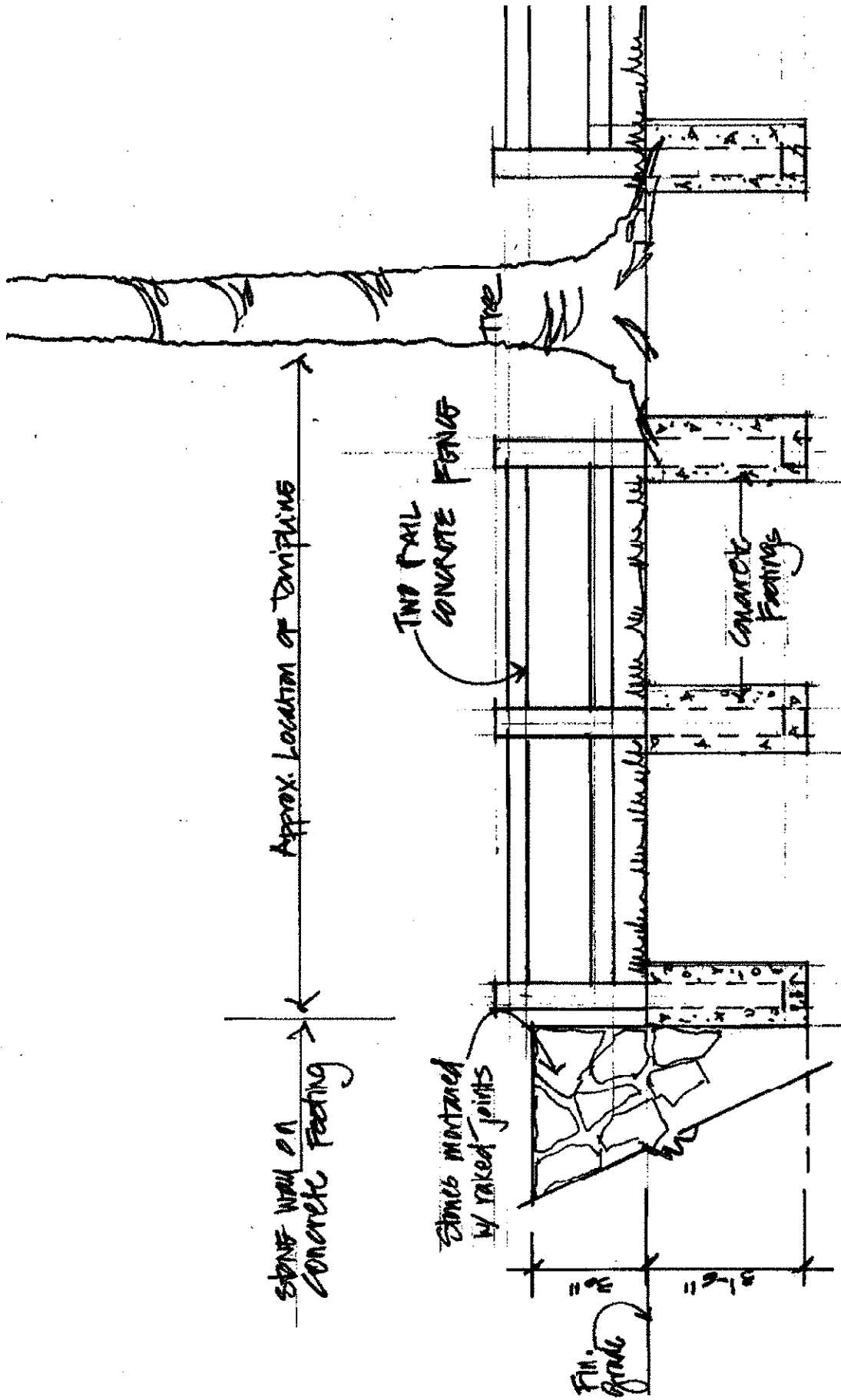
WILSON PARK DRIVE ENTRANCE

Scale 1/4" = 1'-0"



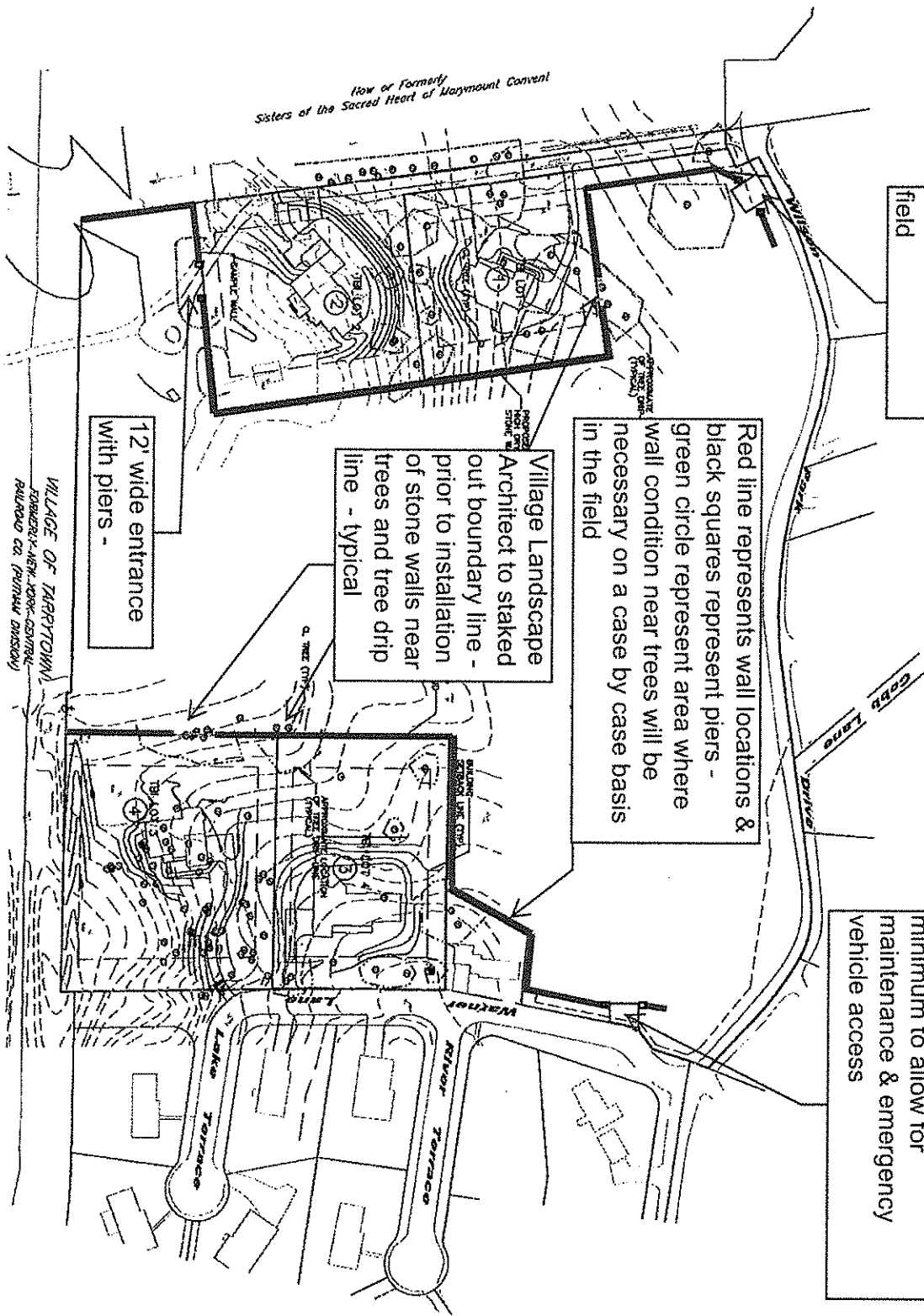
PARK ENTRANCE C WARNER LANE

Scale 1/4" = 1'-0"



STONE WALL & PROPERTY LINE - ALT. B

SCALE 1/2" = 1'-0"



<p>PROPOSED ST WALL & TREE DRIP LINE LOTS 1 THRU 4</p> <p>WESTCHESTER ESTATES @ WILSON PARK (a.k.a. LEGENDS AT WILSON PARK) VILLAGE OF TARRYTOWN, WESTCHESTER COUNTY, NY</p>		<p>DOUGLAS S. CARVER PROFESSIONAL LAND SURVEYOR N.Y. LICENSE NO. 049768</p>	<p>ESE Land Planning Engineering Land Surveying</p> <p>ESE Consultants, Inc. 60 Merritt Blvd. Suite 100 Fishkill, NY 12524 Tel: (845)-697-6500 Fax: (845)-697-8901</p>
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Kathy Deufemia

From: Mike Blau
Sent: Friday, October 17, 2014 11:59 AM
To: Kathy Deufemia
Subject: FW: Parking lot

Work Session

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

From: Nicole Maban [<mailto:tennischic1190@yahoo.com>]
Sent: Friday, October 17, 2014 11:57 AM
To: Mike Blau
Subject: Parking lot

Dear Michael Blau,

hello my name is Nicole Maban, and I am a longtime resident of Tarrytown at 53 Hamilton place (Sgt Frank Giampiccolos future daughter in law) I know in the past the town (fire dept and ambulance corp) have had fundraiser car shows in the parking lots down by the river, however I wasn't sure if it was open to the public as well. I know of course a portion of the money raise would have to go back to the town. I will try to make a long story short. My brother in law Christopher Seguinot passed away July 30th in a terrible car accident. He was 21. Our family is heartbroken and would like to keep his name alive. For his one year next year (August 1 or august 2nd 2015) we would like to hold a car and bike show fundraiser and the proceeds going to the scholarship fund that is in his name. I know he was not a tarrytown resident but my family and I would greatly appreciate it if we could possibly have a chance of hosting it in tarrytown. I understand if the answer is No or if it will take a while to get back to me. If the answer is yes, I promise some of the proceeds will go back to the town. Thank you so much!

Regards,
Nicole Maban
(914)772-1637



RECEIVED

OCT 20 2014

TARRYTOWN VILLAGE
ADMINISTRATOR

Office of the County Executive
Robert P. Astorino

Department of Environmental Facilities

Thomas J. Lauro, P.E.
Commissioner

October 15, 2014

Mayor Drew Fixell
Village of Tarrytown
One Depot Plaza
Tarrytown, New York 10591

Dear Mayor Fixell,

On December 16, 2013, the Westchester County Board of Legislators approved the IMA for Transfer of Organic Waste for Refuse Disposal District #1.

Effective January 2014 the tip-fee will be \$16.56 per ton which will be subject to an Adjustment Factor Equal to the Consumer Price Index every January 1, thereafter.

Please return three (3) signed copies of the IMA together with the completed Certificate of Authority, Municipal Cooperation, and a certified copy of your authorized resolution as soon as possible.

If you have any questions please feel free to contact me at #914-813-5453.

Sincerely,

Mario A. Parise
Director of Operations
Solid Waste Division

Current per ton
rate
\$16.32/ton

MAP/ns

File: IMA Organic Waste

Division of Solid Waste
Wastewater Treatment
Water Agency

270 North Avenue
New Rochelle, New York 10801

Telephone: (914) 813-5400

Fax: (914) 813-5460

Website: westchestergov.com



DISTRICT MEMBER IMA

AGREEMENT made this ____ day of _____, 201__ 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"), acting on behalf of the Westchester County Refuse Disposal District No. 1 (the "District")

and

_____, a municipal corporation of the State of New York having an office and principal place of business at _____ (hereinafter referred to as the "Municipality")

WHEREAS, in order to divert additional recyclable materials from the waste stream, the County is initiating an Organic Yard Waste Management Program (the "Program") with municipalities within the District; and

WHEREAS, the Municipality desires to participate in the Program.

NOW, THEREFORE, in consideration of the terms and conditions contained herein, the parties agree as follows:

1. Municipality's Responsibilities:

(a) The Municipality shall collect organic yard waste within its boundaries and transport same to the organic yard waste transfer site (the "Transfer Site") specified in Schedule "A" which is attached hereto and made a part hereof. Organic yard waste shall be limited to grass, leaves, brush and wood waste not to exceed three inches (3") in diameter by four feet (4') in length.

(b) The Municipality, either individually or by agreement with another municipality within the District, shall designate the Transfer Site for such purpose, subject to County approval, and shall take any legally required action necessary to register or receive a permit to operate the Transfer Site. The Municipality shall conduct such site-specific environmental reviews as necessary to comply with the State Environmental Quality Review Act ("SEQRA") and its implementing regulations, coordinating such review with the County as an involved agency. The Municipality shall include with this signed Agreement evidence of its compliance with SEQRA, e.g., a Negative Declaration, a Findings Statement or, in the case of a Type II action, the minutes or a Resolution of the Municipality's governing board including a statement as to its Type II classification. In the event that the Municipality and another municipality enter into an agreement to jointly provide the Transfer Site, that agreement shall be appended to this Agreement.

(c) The Municipality shall negotiate in good faith with any other municipality within the District that wishes to use the Transfer Site, but the Municipality shall not charge a fee

above the tip fee for garbage at the County's Resource Recovery Facility, as such tip fee may be adjusted from time to time. The names of all municipalities using the Transfer Site shall be included in Schedule "A".

(d) The Transfer Site shall be operated in accordance with Schedule "B" which is attached hereto and made a part hereof.

2. **County's Responsibilities:** The County, either directly or through an agent, shall enter into agreements with one or more contractors operating composting facilities for the recycling of organic yard waste collected by the Municipality. The County shall also arrange for transporting yard waste from the Transfer Site to the composting facilities and shall pay for such transportation and disposal costs.

3. **Term:** The term of this Agreement shall commence on April 1, 2013 and terminate on March 31, 2018, unless sooner terminated as hereinafter provided.

4. **Payment:** For the services to be rendered by the County pursuant to Paragraph "2" above, the Municipality shall pay fees to the County in accordance with the fee schedule set forth in Schedule "C" which is attached hereto and made a part hereof. If the Municipality hosts the Transfer Site for use by itself and other municipalities within the District, the Municipality shall be responsible for paying the County for the full quantity of waste hauled from the Transfer Site. Payment shall be made within thirty (30) days of receipt of a bill from the County, by check payable to "Refuse Disposal District No. 1 c/o Westchester County Department of Environmental Facilities". Payment shall be mailed or delivered to the Division of Solid Waste Management, Westchester County Department of Environmental Facilities, 270 North Avenue, New Rochelle, New York 10801.

5. **Reports:** No later than March 1st of each year, the Municipality shall provide a report setting forth the total tons or cubic yardage of organic yard waste collected from each participating municipality using the Transfer Site during the preceding year.

6. **Executory Clause:** This Agreement shall be deemed executory only to the extent of money duly appropriated and made available by the County for the performance of the Program.

7. **Indemnification & Defense:** The Municipality agrees:

(a) 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 and agents from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorneys' fees or loss arising directly or indirectly out of the errors, omissions or unlawful or negligent acts hereunder by the Municipality or third parties under the direction or control of the Municipality; and

(b) to provide defense for and defend, at its sole expense, such claims, demands or causes of action directly or indirectly arising out of this Agreement, as described in subsection (a.) above, and to bear all other costs and expenses related thereto.

8. **Termination**: This Agreement may be terminated at any time by mutual agreement of the parties or upon thirty (30) days written notice by one party to the other party. In the event that this Agreement is terminated prior to the expiration date set forth in Paragraph 3 above, all fees and payments owing to the County shall be immediately due and payable by the Municipality.

9. **Assignment & Subcontracting**: Any purported delegation of duties or assignment of rights under this Agreement without the prior express written consent of the County is void. The Municipality shall not subcontract any part of its work or duties under this Agreement without the written consent of the County. All subcontracts shall provide that subcontractors are subject to all terms and conditions set forth in the contract documents. All work performed by a subcontractor shall be deemed work performed by the Municipality.

10. **Compliance with Law**: In executing their respective responsibilities under this Agreement, the County and the Municipality shall comply with all applicable federal, state and local laws, rules and regulations.

11. **No Discrimination**: The County and the Municipality shall not discriminate against any person on the basis of race, creed, religion, color, gender, age, national origin, ethnicity, alienage or citizenship status, disability, marital status, sexual orientation, familial status, genetic predisposition or carrier status in the performance of this Agreement.

12. **Notices**: All notices of any nature referred to in this Agreement shall be in writing and sent by registered or certified mail postage pre-paid, to the respective addresses set forth below or to such other addresses as the respective parties hereto may designate in writing:

To the County:

Deputy Commissioner
Division of Solid Waste Management
Department of Environmental Facilities
270 North Avenue
New Rochelle, New York 10801

with a copy to:

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

To the Municipality:

or to such other addresses as either party may designate by notice.

13. **No Agency:** Nothing herein contained shall be construed to create a co-partnership between the County and the Municipality or to constitute either party as the agent of the other.

14. **Entire Agreement:** This Agreement and its attachments constitute the entire Agreement between the parties with respect to the subject matter hereof and shall supersede all previous negotiations, commitments 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.

15. **Approval by the County Attorney:** This Agreement shall not be enforceable until executed on behalf of the parties and approved by the Office of the County Attorney.

16. **Counterparts:** This Agreement may be executed simultaneously in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

17. **Governing Law:** This 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 caused this Agreement to be executed.

THE COUNTY OF WESTCHESTER

By _____
Thomas J. Lauro, P.E.
Commissioner of Environmental Facilities

THE MUNICIPALITY

By _____
(Name and title)

TARRYTOWN POLICE DEPARTMENT
OFFICE MEMORANDUM

DATE: October 21, 2014

TO: Chief Brown

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

SUBJECT: 1 – Legislation:

- 1- Parking spaces for electrically powered vehicles on Green Street
- 2 - Parking spaces for handicapped persons on on Green Street

Per your request the following wording may be used for legislation to amend the Village Code with regard to the creation of parking spaces reserved for electrically powered vehicles on Green Street. It should be noted that the existing category has been divided into A. and B. sections. The letter A. is new and preceeds the existing language.

All new material is set forth in capital letters.

Article VII: Municipal Parking Field

§ 291-56_ No Parking areas AND RESTRICTED PARKING AREAS.

- A. No motor vehicle shall be parked in any space designated by a sign as a no parking area.
- B. ONLY ELECTRICALLY POWERED VEHICLES MAY BE PARKED IN AREAS DESIGNATED BY A SIGN FOR A MAXIMUM OF 24 HOURS.

Per your request the following wording may be used for legislation to amend the Village Code with regard to the creation of a 8 parking spaces reserved for handicapped persons on Green Street.

All new material is set forth in capital letters.

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

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

Name of Street,etc.	Side	Location
GREEN STREET	EAST	7; SPACES AT THE NORTH STAIRWAY OVER THE RAILROAD TRACKS FOR A MAXIMUM OF 24 CONSECUTIVE HOURS
GREEN STREET	WEST	1: SPACE OPPOSITE THE STAIRWAY OVER THE RAILROAD TRACKS FOR A MAXIMUM OF 24 CONSECUTIVE HOURS

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

TO: Mayor Fixell and the Board of Trustees
FROM: Michael Blau, Village Administrator
RE: Feasibility Study, Pedestrian Tunnel under MNRR Tracks
DATE: October 22, 2014

The Board approved the execution of an agreement with the NYS Department of State at your meeting of October 20 providing additional grant funding for the feasibility study to reopen the pedestrian tunnel under the MNRR tracks. As I noted in a previous memo, two proposals were received in response to a Request for Proposals issued by the Village. Dennis Noskin Architects (DNA) was the low proposer at a cost of \$123,450. The two grants received from the Department of State total \$80,000. The tasks associated with the work necessary to complete the feasibility study are attached herewith along with costs associated with those work tasks.

The engineering firms who will be partnering with DNA for the study are:

- C & F Consulting Engineering, PC – mechanical, electrical, telecommunications, plumbing and fire protection engineering design services
- Hudson Engineering & Consulting, PC – civil engineering
- Grossfield Macri – structural engineering

I have also modified the timeline in the proposal from DNA, which was originally received on February 7, 2013 to reflect the study project commencing in December 2014.

The Village Board will need to create a committee to work with DNA on this project. The Board has established such committees for other DOS grant funded projects.

Task 7: Complete Draft Feasibility Study

DNA and its consultants shall develop a draft feasibility study in narrative form. The feasibility study shall include the following elements:

- A. Development of existing conditions / structural assessment of the passageway including mechanical, plumbing and electrical systems
- B. Conduction of engineering, structural (including borings and soil testings) and environmental tests
- C. Analysis and interpretation of the results of testings and identification of required remedial work.
- D. Surface assessment in and around locations on the east and west sides of the railroad tracks where the access points to the passageway will be constructed
- E. Work with steering committee in the development of design goals and approach for reopening of the passageway
- F. Conduct a New York State Compliance Review
- G. Site Engineering Assessment including storm water options
- H. Preparation of preliminary design schematics for the entrances to the passageway and preliminary cost estimates for all work associated with the project
- I. Analysis of the existing Americans with Disabilities Act (ADA) compliant railroads crossing and vicinity and determine the necessity of passageway to ADA compliance based upon other crossings.
- J. Analysis of all federal, state, local and Metro North Railroad (MNRR) requirements including required permits and approvals to reopen passageway
- K. Estimate utilization of passageway
- L. Develop implementation and phasing plan for the reopening of the passageway.

Appropriate graphics (maps, tables/charts, site plans, elevations and perspective drawings, renderings) shall be included. Maps and other graphics shall be reproducible and prepared at an appropriate scale.

Maps and other graphics shall be prepared for the presentation to the community.

Based on the input from the public meeting, as well as input from the Village of Tarrytown, MNRR, the steering committee and NYSDOS, revise the draft report and supporting materials and submit a Final Report.

Task 8: Public Meeting

DNA and its consultants shall prepare and attend one (1) Public Meeting to solicit input from the public regarding the reopening of the passageway and any issues related. The Public Meeting shall be conducted to solicit public input on the schematic designs to assist in selected the preferred alternative. A written summary of public input obtained at this meeting shall be prepared and provided for review and comment.

Task 9: Complete Final Report

Based on the feedback provided during the Public Meeting (Task 8), any comments prepared by the Village of Tarrytown, MNRR, the steering committee and the design team and consultants, shall revise the draft report and supporting materials and complete a Final Report. The Final Report shall contain materials developed under Tasks 7 and 8. The design team shall submit a Final Report for review and approval.

Project Cost

Our fee for the Scope of Services described in the tasks listed above shall be a stipulated sum of One Hundred Twenty Three Thousand Four Hundred Fifty and no/100s dollars (\$123,450.00). A breakdown by phase of that fee is as follows:

Task 7:	Complete Draft Feasibility Study	\$ 99,650
A.	Development of existing conditions / structural assessment	\$16,000
B.	Conduction of structural & environmental tests	\$12,500
C.	Analysis & interpretation of testings & identify remedial work	\$ 9,500
D.	Surface assessment at the access points	\$ 7,730
E.	Develop of design goals & approach with Steering Committee	\$ 4,200
F.	Conduct a New York State Compliance Review	\$ 6,500
G.	Site Engineering Assessment	\$ 9,500
H.	Preliminary design schematics and cost estimates	\$14,900
I.	Analysis of the ADA impact on the design	\$ 4,400
J.	Analysis of all federal, state, local & MNRR requirements	\$ 5,500
K.	Estimate utilization of passageway	\$ 3,600
L.	Develop implementation and phasing plan	\$ 5,350
Task 8:	Public Meeting	\$ 9,350
Task 9:	Complete Final Report	<u>\$ 14,450</u>
Total:		\$123,450

Our fee for Additional Services beyond those listed above shall be on an hourly basis as follows:

Principal	\$ 250 per hour
Project Manager	\$ 175 per hour
Assistant Architect / Project Architect or Engineer	\$ 150 per hour
Draftsperson	\$ 125 per hour

Reimbursables

Reimbursable items shall include printing and reproductions, photographic services, long distant telephone calls, express mail, messenger or courier service, or other project related out-of-pocket expenses. Customary reimbursable costs are as follows:

Prints (24" x 36")	\$ 5.00 each
Courier Services	Cost plus ten percent
Additional Consultant requested to be coordinated	Cost plus ten percent.

Payment Terms

Invoices shall be submitted upon completion of a phase or monthly based on percentage complete at that time. Payment is due fifteen (15) days from the date of invoice. If any payment is thirty (30) days past due or more, the Architect may, after giving seven (7) days written notice to the Owner, suspend services under this agreement until the Architect is paid in full all amount due for services, expenses, and other related charges

Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate of 1 1/2% per month.

Insurance

The Architect and engineering consultants shall maintain Workman's Compensation, General Liability, and Professional Liability Insurance throughout the period of this agreement. Certificates of insurance are available on request.

Proposal validity

This proposal shall remain in effect until August 15, 2014. After this date, the Architect will be afforded the opportunity to reevaluate the fee to determine if the fee at a later day of execution is appropriate.

Waiver of Consequential Damage.

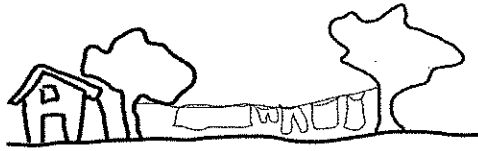
DNA and the Client waive consequential damage for claims, disputes and other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with the provisions defining termination services.

DNA cannot control the actions of others (municipal boards) and does not warrant or guarantee any results to the client.

Standard of Practice

Services performed by the *DNA* and its consultants under this Agreement shall be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of their respective professions practicing in the same locality under similar conditions.

No other representation expressed or implied, and no warranty or guarantee is included or intended in this Agreement, or any report, opinion, document, or otherwise.



Sustainery

A Center for ReSourceful Living

10.10.14

Proposal to Tarrytown Village Board of Trustees

Re: Project to Implement Sustainability Announcements

Sustainery, Inc. is a new 501c-3 not-for-profit in Tarrytown. It's mission: to provide a creative environment where practices in sustainable living will be discussed, defined and explored through education and practice. Although Sustainery does not yet have a location for its classes, the work of educating the public about sustainable living through non classroom based projects is possible.

To that end, in partnership with TEAC and various venues through town, Sustainery proposes to create a series of posters (24"x 36" typically) with public service messages about sustainable practices. These messages would include information the village has already promoted and, potentially, other practices to be discussed and agreed upon.

Our goal: 1. to educate the public about the benefits of sustainable living for both the homeowner/village resident and our village community
2. To promote the more widespread implementation of these initiatives. .

Examples of topics to be promoted/issues to be reiterated:

1. *Love 'em and Leave 'em.* Autumn leaves initiative to reduce leaf pickup.
2. Changes to code re: Residential rooftop Solar panel installation
3. *Compost – Free fertilizer*, less garbage
4. Recycling do's and don'ts – Why it's necessary and how it benefits both the village and each resident
5. Leaf Blower restrictions – the reasons why and the calendar of restricted use

Potential locations for the posters:

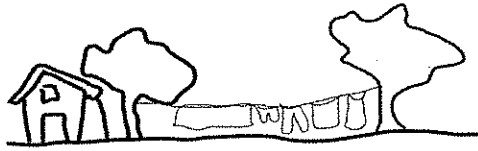
1. Coffee Labs , Main St. -* has already committed a space for as long as we want it
2. Mrs. Green's, Broadway -* has taken the proposal to their marketing dept for approval
3. Village Bulletin Board, McKeel
4. Neighborhood House, Washington
5. Senior Center, Pierson Park
6. SH high school, middle school
7. YMCA

Funding for the costs of the materials and design as well as arrangements for venues to install will be the responsibility of Sustainery.

It is our intention only to reiterate objectives that the village has already stated in the code or by continued practice. Topics not previously published in Tarrytown Village Code will be

www.Sustainery.org

contact: JoanR@Sustainery.org



Sustainery

A Center for ReSourceful Living

determined by mutual agreement. We propose a review of all poster drafts by a designated representative for the village before installation.

At Sustainery, we feel that this partnership will be an opportunity to benefit our community as a whole as well as its residents more individually. At the same time, it will encourage the environmental stewardship of our beautiful village.

Respectfully,

Joan Raiselis, Founder and Executive Director

Attachments: prototypes for
COMPOST Is free fertilizer poster
Love 'em and... Leaf 'em poster
SAVE MONEY on your electric bill poster

www.Sustainery.org

contact: JoanR@Sustainery.org

Board of Directors:

John Duvall

Fred Ellman

Nina Fixell

Ruth Katz

Joan Raiselis

COMPOST

Is free fertilizer

Tarrytown Sustainability Announcement

--/14



What goes into a compost?

Grass clippings Autumn leaves
Banana peels and apple cores
Sawdust Dried up flowers and
old bouquets Avocado pits
Moldy bread Fireplace ashes
Wood chips Carrots tops Weeds
Watermelon and lemon rinds
Stale cheerios Soggy crackers
Wooden popsicle sticks Shed Dog
and cat hair Halloween hay
, gourds Egg containers
Garden refuse coffee grounds
Autumn leaves Autumn leaves
Autumn leaves And lots more

COMPOST

Establishing a compost in your yard will:

- make natural fertilizer for your flower and vegetable beds
- reduce the amount of garbage you put out on the curb, reducing the amount of garbage that goes in the landfills [the village pays to dump our garbage!]

To find out more, check out

<http://www.progressivegardens.com/getting-started-with-composting>

Brought to you by Sustainery, Inc., a 501c-3 not-for-profit corporation in cooperation with The Village of Tarrytown and by the generous support of Coffee Labs Roasters.

SAVE MONEY

on your electric bill

and help save the planet while you do it

Tarrytown Sustainability Announcement 10/2014

Legislative change

In September, the Board of Trustees in Tarrytown voted to simplify the process of installing solar panels on structures throughout the village.

It is not longer necessary to appear before the Architectural Review Board if you are considering the installation of solar panels on the roof of your home as long as it conforms to the roof pitch of 45 degrees or less from the horizontal. This provision includes the majority of homes in Tarrytown. If you are considering putting solar panels on your home this legislative change will simplify your project.

From Chapter 9 Code of the Village of Tarrytown, "Architectural Review Board".

D. Construction of photovoltaic cells and cell arrays (solar panels) shall not be subject to review by the Architectural Review Board, provided that the construction meets the following criteria:

- 1) The photovoltaic cells and cell arrays are constructed on a roof of a structure that has a roof line with an angle that is equal to or less than twenty-six (26) degrees (6 on 12 slope of roof line).
- 2) The photovoltaic cells and cell arrays are not free standing on the property.



www.shutterstock.com · 57434485

Solar Energy

is a renewable energy.

Installing solar panels on your home will **save you money**, will **help save the planet** from CO2 emissions from burning fossil fuels (oil, gas and coal – the primary source of Climate Warming] and, breathe easier, solar energy **does not pollute.**

To find out more, check out:
<http://www.dummies.com/essentials-of-planning-your-solar-power-system.html>

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MEMORANDUM

DEPARTMENT of PUBLIC WORKS

TO: Michael Blau, Village Administrator

FROM: Howard D. Wessells Jr., Superintendent of Public Works

DATE: October 23, 2014

RE: Altamont Ave Retaining Wall Rebid

On October 10, 2014 a rebid for the replacement of a section of retaining wall that has failed on Altamont Ave was opened and read aloud.

Five bids were received in the following amount by the prospective bidders:

	A Bid Reinforced Concrete Wall	B Bid Modular Block Wall
ELQ Industries	No Bid	\$127,890
Tony Casale Inc	\$127,000	No Bid
Legacy Supply LLC	\$249,340	\$231,820
PVS Construction LLC	\$93,950	\$100,250
Landi Contracting Inc	\$83,950	\$94,550

The original construction estimate was between \$65,000 and \$85,000 with \$70,000 set aside for design/ engineering and construction costs. To date \$4,500 has been expended on the design/engineering. With the bids coming in at higher than expected costs additional funds will be required. I am requesting that an additional \$25,000 be allocated to complete this project. The additional funds will also cover construction engineering services by Commonweal Engineering in the amount of \$2,350.

Upon a review of the two lowest bids by the design engineer (Commonweal Engineering), it is being recommended that the bid for the reinforced concrete retaining wall (Bid A) be awarded to Landi Contracting Inc. in the amount of \$83,950.