

**VILLAGE OF TARRYTOWN  
BOARD OF TRUSTEES  
WORK SESSION 6:00 P.M.  
WEDNESDAY, JULY 16, 2014  
Tarrytown Village Hall  
One Depot Plaza, Tarrytown, New York**

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**Board of Trustees Concerns**

**Open Session**

1. Sustainable Westchester
2. Solar Panels
3. Hackley Sign – Benedict Avenue
4. Tree Law
5. Capital Budget
6. Web Site
7. Westchester County Force Main
8. Agreement with New York State Thruway Authority – Viewing Area
9. Joint Village/Town Board
10. Drainage on Doris Lane
11. Property Swap – DeRockers
12. Multi-Space Parking Meters
13. Historic Commons Zone
14. Day Camp – Hirings
15. Amendment to Waterfront General Business District

**Executive Session**

- 1A. Police Personnel
- 2A. Tax Certioraris
- 3A. Appointments to Boards and Committees

## Kathy Deufemia

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**From:** Mike Blau  
**Sent:** Tuesday, March 18, 2014 12:46 PM  
**To:** Kathy Deufemia  
**Subject:** FW: joining Sustainable Westchester  
**Attachments:** SW\_2-pager\_20140317\_draft3.pdf  
  
**Importance:** High

Work Session

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

**From:** Carole Griffiths [<mailto:Carole.Griffiths@liu.edu>]  
**Sent:** Tuesday, March 18, 2014 12:39 PM  
**To:** Drew Fixell (external)  
**Cc:** Mike Blau  
**Subject:** joining Sustainable Westchester  
**Importance:** High

Hi Mike and Drew,

I would like to propose that Tarrytown join Sustainable Westchester. It will cost \$1000 a year. Some municipalities are using money from solar permitting grants to pay the fee. We should do this soon. I will send contacts for Melissa, and for a template.

- \* NYSERDA Grant awarded – contract is being executed. Nina is the project manager. Energy improvement Corp. is the entity submitting the proposal but Sustainable Westchester will have an important role. Goals are to increase solar installations and remove barriers.

- \* There are two tracks -

1. Solar friendly permitting and zoning - working with municipalities to help them remove zoning barriers and support those interested in adopting NYS new solar permitting form. NYS providing incentive funding (\$2500 – 5000) to municipalities adopting streamlined form.

Melissa Lopez - NYSERDA edge contractor will help fill out the application.

# SUSTAINABLE WESTCHESTER

Where Westchester County municipalities come together to address sustainability opportunities through shared services and sharing of best practices.

## The mission statement

Sustainable Westchester is a consortium of Westchester County local governments that facilitates effective sustainability initiatives, engages community stakeholders, and shares tools, resources, and incentives to create more healthy, vibrant and attractive communities, now and in the future.

## Why Sustainable Westchester?

Westchester municipalities have ambitious sustainability goals in an environment of severe budgetary constraints. Sustainable Westchester helps participating municipalities seize opportunities and address challenges by leveraging existing municipal resources as well as outside funding and expertise. Sustainable Westchester is an inter-municipal platform that facilitates the sharing services and information for the development of effective responses to important sustainability-related opportunities, including energy efficiency, renewable energy, waste reduction, transportation, food security, and more.

## What is Sustainable Westchester?

Sustainable Westchester is the result of combining the parallel efforts of the Northern Westchester Energy Action Consortium (NWEAC.org) and the Southern Westchester Energy Action Consortium (SWEAC.org) under one county-wide organizational umbrella.

To enable the merger, NWEAC, a 501(c)(3) organization comprised of member municipalities, is in the process of amending its certificate of incorporation to become "Sustainable Westchester." The change in charter will allow any local government in Westchester County to join the new organization.

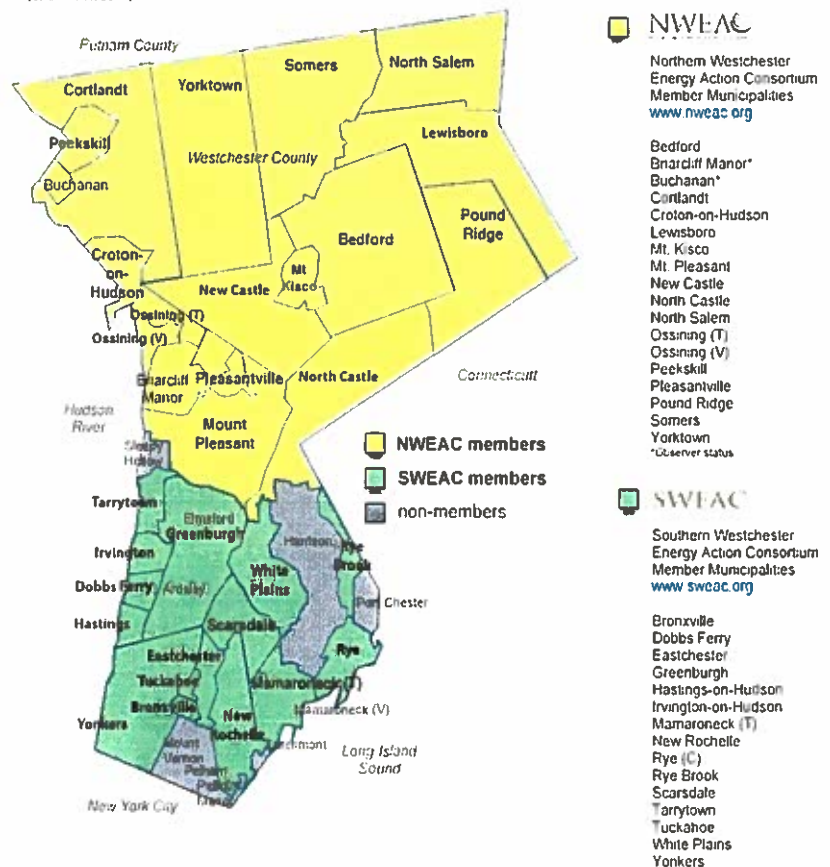
NWEAC, which began operating in 2009, and SWEAC, which began in 2010, have been advocating for the power of inter-municipal collaboration within each consortium. The merger will allow Sustainable Westchester and its municipal members to capture the opportunities that scale offers to more effectively serve all the interested municipalities in Westchester County.

About 85% (863,000 residents) of the entire County population lives in one of the 33 municipalities that are already members of either NWEAC or SWEAC.

## What services will Sustainable Westchester offer its members?

Sustainable Westchester's services and programs will be tailored to reflect the priorities of its member municipalities. In preparation for the creation of Sustainable Westchester, SWEAC and NWEAC prepared a short survey in collaboration with the Westchester Municipal Officials

Westchester's Energy Action Consortium Members  
(as of March 2014)



Association. This survey was distributed to chief elected officials and managers of all 45 cities, towns, and villages in November 2013; 67% responded representing three-quarters of the population of the county. The survey results will help Sustainable Westchester determine which issues are of high priority for its members. Survey responses indicate the following:

- ▶ 91% of responding municipalities have a designated staff member or committee addressing sustainability concerns.
- ▶ 100% say the energy efficiency of municipal buildings is critically important or important.
- ▶ 97% say that energy efficiency of outdoor lighting and street lights is critically important or important.
- ▶ A significant majority indicated that the other areas are critically important or important, including lowering energy costs for residents and business owners, reducing solid waste, implementing complete streets.

Both NWEAC and SWEAC have strong track records of providing services valued by their municipalities. These services include helping to launch the very successful Energize New York energy efficiency program rolled out in fourteen municipalities, as well as developing successful programs designed to share best practices on topics including energy efficient streetlights, green building codes, autumn leaf management and solar permitting as well as other significant initiatives in development. The programs developed and offered by Sustainable Westchester will build on the prior successes of NWEAC and SWEAC and will reflect the priorities of its members.

Initiatives will emphasize shared services, access to intellectual capital and case studies from participating municipalities, public-private partnerships and leveraging other external resources for the benefit of participating municipalities and their communities.

#### **What is the organizational structure?**

Sustainable Westchester will be organized as dues-paying membership organization, retaining its 501(c)(3) status. Organizations eligible to become members include local governments (i.e., cities, towns, villages, and, potentially, other local jurisdictions) within Westchester County.

We expect the following conditions to apply to membership:

1. Members will be represented by the chief elected official or a proxy (e.g., staff member, other elected official, or volunteer) designated by that individual.
2. Members will pay an annual membership fee (dues) and have a voting role in membership matters, such as electing a Board of Directors, and will have access to all the resources that Sustainable Westchester provides.
3. Membership meetings will be held at least once per year and will be open to the public.
4. At the Annual Meeting, members will elect directors to the Board of Directors; review and approve the direction and activities of the consortium, ; and consider other fundamental decisions, e.g., change of membership criteria (for example, whether to include school districts as members, etc).
5. The Board of Directors will be comprised of twelve individuals, and nominations for the Board will be solicited from Members.

#### **What is the schedule and membership process?**

Once NWEAC receives New York State's approval for the amendment to its certificate of incorporation, it will hold a meeting of its existing members, projected to be in April 2014, to address final housekeeping items to effect the transition to Sustainable Westchester. Thereafter, we expect Sustainable Westchester to be "open for business" by May 2014 for accepting new members.

Members dues for 2014 will be \$1,000 per local government, consistent with the existing NWEAC dues. Municipalities may join Sustainable Westchester by submitting a letter to apply for membership and paying the required dues. A sample resolution for the membership letter will be made available. We anticipate Sustainable Westchester will hold its first Members Meeting by summer 2014 and elect its first Board of Directors at that time.

#### *Contact information*

Nina Orville, Executive Director, SWEAC, [nina@sweac.org](mailto:nina@sweac.org), and Herb Oringel, Chair, NWEAC, [herb@oringel.com](mailto:herb@oringel.com)

HACKLEY SCHOOL

PETER MCANDREW

Director of Finance

Mayor Drew Fixell and Members of the Board of Trustees  
Village of Tarrytown  
1 Depot Plaza  
Tarrytown; NY 10591

June 6, 2014

Hackley School Request to Erect Directional Sign along Benedict Avenue

Dear Mayor Drixell and Members of the Board of Trustees:

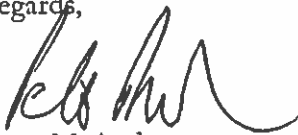
Upon the advice of the Building Department, I write to you regarding Hackley's request for permission to erect a directional sign along Benedict Avenue on Village owned property.

Visitors unfamiliar with Hackley and its location often go right by the front entrance when coming up Benedict Avenue. This proposed signage will provide advance notice that the School is coming up on the right, thus greatly enhancing the arrival experience of visitors to Hackley. While the School would like to place the sign on its own property, there is no viable location as evidenced by the enclosed survey and the natural conditions.

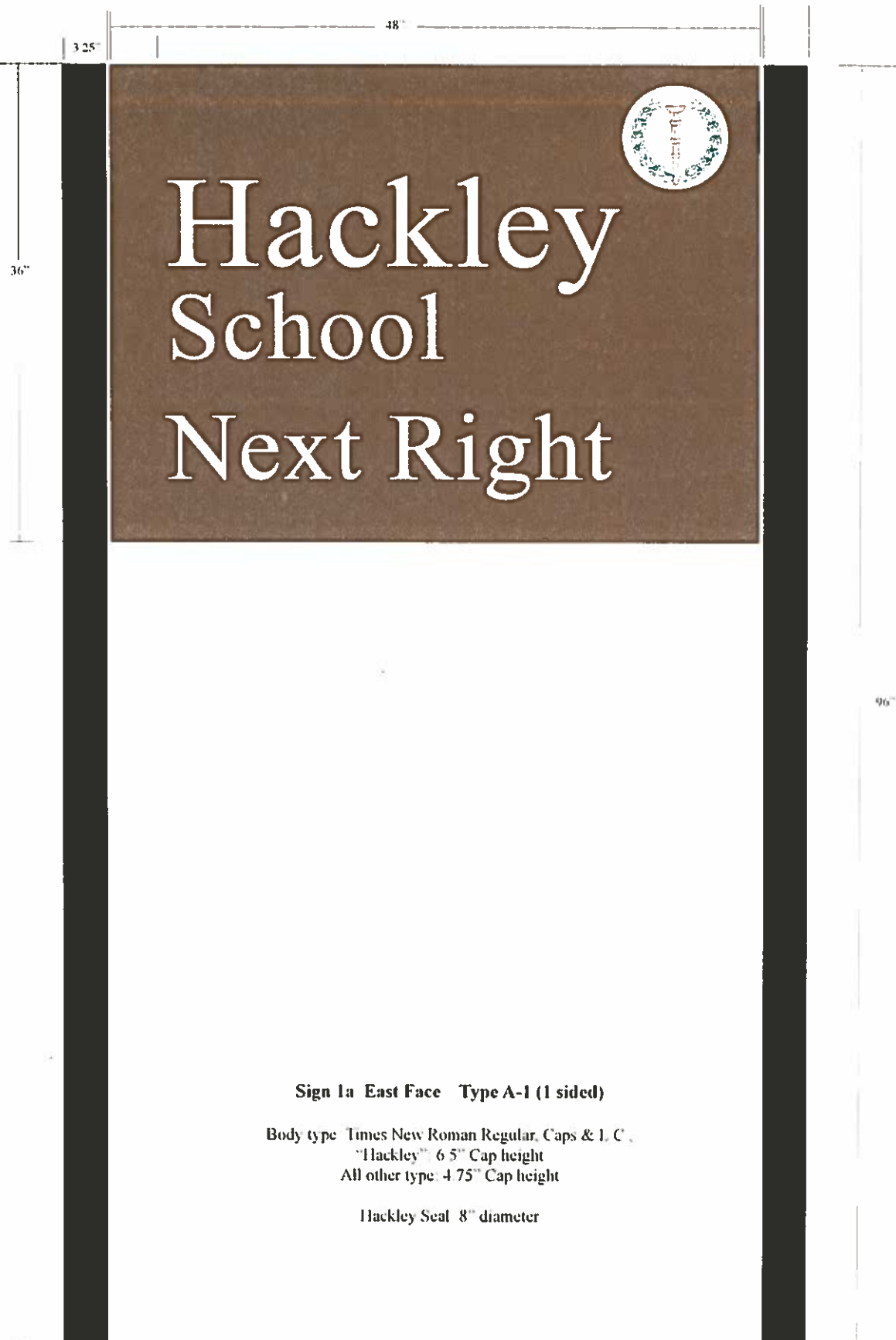
Specifically, Hackley seeks to erect a sign that reads "Hackley School Next Right" approximately 250 feet down from the School's main entrance on the right side as you are coming up from Route 119. The School/Village property line, which lies at the stone wall is approximately 20' from the roadside curb at the proposed location, thereby precluding Hackley's ability to place the sign on Hackley property without going behind the stone wall, which would be ineffectual. The placement of the sign will result in its closest edge being approximately 8' from the curb. Attached please find an illustration of what the sign will look like as well as a photo of the exact staked out location. The stake out of the proposed location is in place in case you would like to look.

We hope that the Village will agree to this accommodation and I would certainly be happy to discuss the request more fully. I can most easily be reached at (914) 366-2604 or [pmcandrew@hackleyschool.org](mailto:pmcandrew@hackleyschool.org). Thank you for your consideration.

Regards,



Peter McAndrew  
Director of Finance



Hackley  
School  
Next Right



**Sign 1a East Face Type A-1 (1 sided)**

Body type Times New Roman Regular, Caps & 1, C

"Hackley" 6.5" Cap height

All other type 4.75" Cap height

Hackley Seal 8" diameter











## Tree Commission Response to the Board of Trustees re: Proposed New Tree Ordinance

### Summary:

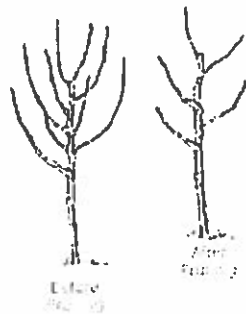
#### I. Protection of Trees, including specimen trees:

- a. In the past, naming particular "specimen trees" has resulted in their often being regarded as the only protected trees, with resultant disregard for others.
- b. The proposed new tree ordinance protects all trees, most definitely including those formerly titled "specimen," and requires permits for removal of all trees meeting the Ordinance criteria.

#### II. Protection of Views:

- a. Views of and from the river are highly valued, highly regarded assets – for homeowners and for the Village. The Tree Commission understands and supports the Board of Trustees' effort to preserve them.
- b. The proposed new tree ordinance offers mechanisms, pruning and the creation of open areas within trees (technical term "peek-a-boos"), to assist a homeowner in maintaining or restoring views.
- c. Through the permit process, guidance in preserving both views of and from the river, and the highly valued tree canopy, is available from the Village to assist landowners and professionals.
- d. Diagrams of "peek-a-boo" pruning to obtain views, while preserving a tree:

Central Leader Tree Training



Careful pruning allows Hudson River views through this stately oak on Helen Hayes property.

- e. Compliance and enforcement would be extremely difficult or impossible for a policy involving comparison of heights (absence of records, establishment of tree heights at purchase, objective determination of growth during ownership, etc.).
  - f. Under the Proposed Tree Ordinance, permits can be sought from the Village for needed tree work at any time.
- #### III. And so...
- a. The Tree Commission believes the Board of Trustees' laudable concerns for tree preservation, and for views, which we share, are addressed in the Proposed Tree Ordinance.
  - b. For greater detail, please read the accompanying explanation and elaboration.

## Elaboration, Explanation:

Reference: memo from Administrator Blau dated February 13, 2014, to the Tree Commission

The Tree Commission appreciates the review of the draft new tree law by the Board, and notes the two comments in Administrator Blau's memo. On these items...

Specimen Trees. The Commission agrees that specimen trees merit particular protection. The approach taken in the new draft is to place the same strict requirements on all trees, and to use the Tree Permit process to ensure that any tree of particular significance is treated with great care.

The references in the present code to specimen trees were removed because, in the past, listing particular species has been taken to indicate that only those species are significant. All trees have the same protection, including those presently characterized as "specimen trees." The Commission believes that any tree of importance, due to its size, location, species, significance for screening or other reasons, should have special care. Rather than trying to achieve this by defining a wide range of particular cases, which may still miss the next one, the Commission chose to use the Tree Permit process, under which the General Foreman and the Tree Warden will assess each case individually, and factor a tree's importance for the Village into their ruling.

View Protection. The Commission recognizes the high value of views in the Village. In drafting the new code, it considered views from particular points, such as homes, as well as views toward and within the Village.

The draft does accommodate preservation of views for individual residents, by allowing pruning and the creation of peek-a-boos. However, many of the trees that inhibit views - those on owner's properties, on adjoining or nearby lots, or on Village land - also form a major part of the canopy that gives beauty to the Village. The Commission believes that allowing removals explicitly for the purpose of improving views invites significant depletion of this canopy, which would diminish the beauty of the Village, and it recommends that only pruning and peek-a-boos be permitted.

The Board did request a code provision to allow removals "to protect those views when trees on their property grow to the point of blocking those views." One way to achieve this would be by adding a new item 281-3 B 6 to specify

*"6 Removal of trees that block views, when such blocking is the result of tree growth since the applicant has owned the property."*

(while also renumbering the present B 6 to B 7); this would automatically apply only to trees on the applicant's property. The difficulty arises of ensuring compliance: in order to determine growth during ownership, records would have to be established of the state of trees at the time of all acquisitions, for comparison should removal be requested, and there is no practical way of arranging grandfathering where those records do not already exist.

An alternative would be to sidestep the question of when growth took place by using a simpler provision specifying

*"6 Removal of trees that block views."*

However, such a provision invites requests involving trees on other properties that happen to block views, by making blocking alone an explicit and sufficient justification. This could apply to very many of the Village's trees.

Any owner may make a Tree Permit request for a number of reasons, which will be considered on its merits. In the Tree Permit review process, the Tree Warden can offer advice on pruning and creation of peek-a-boos that will improve views without removing trees.

The Commission urges caution, and recommends against an additional provision.

David Aukland, Tree Commission  
Anne T. O'Brien, Chair, Tree Commission



## **Chapter 281. TREES**

### **§ 281-1. Legislative Intent.**

There is a direct relationship between the number of trees in a community and the health, safety and welfare, as well as the aesthetics and economic value of that community. Trees provide shade, add color, control water and air pollution, stabilize the soil and prevent erosion. The destruction of trees causes increased municipal costs for proper drainage control and impairs the benefits of occupancy and use of existing properties in the Village. In order to provide protection against the indiscriminate destruction of trees and loss of canopy, this Chapter establishes minimum standards for tree protection, both for existing trees and future tree growth.

### **281-2. Definitions.**

Canopy - the above ground portion of a tree. For forests, canopy also refers to the upper layer or habitat zone, formed by mature tree crowns

Critical Root Zone – the area containing the minimum root area necessary for maintenance of tree health and stability. The critical root zone is a circle with a radial distance of eighteen inches from the trunk for every inch of diameter, to a surface depth of three feet.

Forest – a biologic community dominated by trees and other woody plants covering a land area of 5,000 square feet (approximately 1/8 of an acre) or greater. Forest includes (i) areas that have at least 100 trees per acre with at least 50% of those having a two-inch or greater diameter at 4.5 feet above the ground and larger, and (ii) forest areas that have been cut but not cleared. A forest does not include orchards.

Minor Pruning – the pruning of any tree, not to exceed 25% of the canopy, either done by the homeowner or a registered tree company.

Peek-a-boo Windows – selective pruning of a tree canopy to open up views through the tree

Protected Trees – all trees of diameter 4 inches or greater, measured 54 inches above ground level, (DBH – diameter at breast height), are subject to the provisions of this Chapter.

Pruning – the selective removal of parts of a tree, such as branches, buds or roots.

Registered Tree Company – a Green Industry Contractor registered with the Village and licensed by Westchester County Department in Consumer Protection. .

Root Flare/Root Collar - the area of a tree where the trunk flares out at the base and the roots begin.

Thinning – increases light and reduces wind resistance by selective removal of branches throughout the canopy of a tree. This practice shall not exceed 25% of the canopy, or take place in the upper or lower 25% of a trees height.

Topping – the practice of removing whole tops of trees or large branches and/or trunks from the tops of trees, leaving stubs or lateral branches that are too small to assume the role of a terminal leader.

Tree Permit – a permit issued by the General Foreman of the Department of Public Works or the Tree Warden, on behalf of the Village, prior to any work on trees being started, to allow actions otherwise prohibited by this Chapter.

Tree Surgery – operative treatment of diseased trees especially for control of decay; broadly: practices forming part of the professional care of specimen or shade trees.

Value of Trees – the equivalent monetary value of trees removed or otherwise destroyed.

Village Tree Fund – a fund held for the sole purpose of planting and maintaining trees on public land, including the road right-of-way, in the Village.

### **281-3. Protection of Trees**

The following provisions apply to root systems as well as to above-ground portions of trees protected by this Chapter. A Tree Permit is required for certain actions, as described in this Section (see Section 281-4 for Tree Permit procedures). All work on trees that requires a Tree Permit shall be carried out by a Registered Tree Company.

#### **A. Actions Not Requiring a Tree Permit**

1. The planting of trees on private property by the owner of the private property.
2. The thinning, pruning and removal of trees of less than four inches (4") in diameter within twelve feet (12') of the primary structure on a property.
3. Minor pruning of protected trees.

#### **B. Actions Requiring a Tree Permit (see Clause 281-4)**

The following activities may be carried out subject to the provisions of this Chapter and pursuant to any requirements specified in a Tree Permit issued by the Village, should a permit be issued. Tree Permits will be granted in such a way to limit hazards related to trees.

1. Removal of any tree greater than two inches (2") in diameter in an area defined as a forest.
2. Root cutting within the Critical Root Zone.
3. Topping of dead or damaged limbs.
4. Thinning, pruning and removal of trees of protected trees.
5. Creation of peek-a-boos.
6. Attachments to trees (e.g. signage or electrical supply).

#### **C. Prohibited Actions. The prohibited actions listed herein apply to all trees in the Village of Tarrytown and to all actions relating to trees, even those actions not requiring a Tree Permit.**

1. No person shall purposely, carelessly or negligently harm a tree in any way that may lead to its eventual destruction
2. No person shall fasten an animal to a tree in any way that may injure the tree.
3. No substance deleterious to tree life shall be applied to trees, on bark, leaves or exposed wood, or allowed to permeate soil within a tree's root system.
4. No construction vehicles shall be parked on or driven in the Critical Root Zone unless the Critical Root Zone is protected from the weight of the construction vehicle.
5. The placement of or stockpiling of rocks or debris or heavy material on the Critical Root Zone.
6. Topping of non-damaged or non-diseased limbs.
7. Driving of nails or staples into a tree.

8. Piling mulch or soil above the root flare.

#### **281-4. Tree Permits**

A. Tree Permits are required for work on protected trees, as specified in Section 281-3 B. However, actions involving trees resulting from applications approved by the Planning Board or the Zoning Board of Appeals shall not require a separate Tree Permit.

B. Requests for Tree Permits must be made in writing on authorized forms to the Department of Public Works. C. All Tree Permit applications shall be reviewed by the General Foreman. The General Foreman may refer a Tree Permit application to the Tree Warden in order to make a determination regarding the application. In those cases where the General Foreman refers a permit application to the Tree Warden, both the General Foreman and the Tree Warden must agree on the issuance of a permit and any conditions required for the permit. In cases where there is not agreement between the General Foreman and the Tree Warden, the application shall be directed by the General Foreman to the Tree Commission for determination regarding the issuance of a Tree Permit. In addition, an application deemed by either the General Foreman or the Tree Warden to be of unusual significance, shall be directed to the Tree Commission for determination as to the issuance of a Tree Permit. A special meeting of the Commission will be convened at the request of the General Foreman or the Tree Warden to review such cases. All copy of all Tree Permit applications shall be provided to the Tree Warden at least on a quarterly basis.

D. The Tree Commission has the right to refuse to issue a Tree Permit should the Tree Commission believe that the best interests of the public are not served by the issuance of the permit. The Tree Commission may revoke any permit if the work associated with the permit is not proceeding in accordance with the approved Tree Permit and any conditions included in the Tree Permit or if the work included in the permit is not being completed in an orderly and diligent manner.

E. Approved Tree Permits or tree removal authorization from the Planning Board or Zoning Board of Appeals may require payment of a Tree Bond or deposit by the applicant, in an amount determined by the Tree Commission, Planning Board or Zoning Board of Appeals as appropriate.

F. In the event that the General Foreman determines that a tree or trees are hazardous to life or property, the General Foreman shall have the right to grant immediate approval for removal or pruning to address the hazard, waiving other reviews. In the event that such approval is granted, the General Foreman shall notify the Tree Commission after appropriate action has been taken.

#### **281-5. Maintenance of Trees**

A. It is the responsibility of property owners to provide for the trimming of any trees on that property whose branches project into the public street or place. The lowest branches shall not be less than 15 feet from the roadbed and not less than eight feet above the sidewalk level. The Tree Warden may allow newly planted trees to remain untrimmed, provided that they do not interfere with persons using the sidewalk, obstruct any streetlight or traffic signal or create a traffic hazard for vehicles.

B. Any tree growing on private property that endangers or may endanger the security of the property owner or the public or the use of a public street, sanitary sewer, drainage system, water distribution system or public place, or that is diseased, shall be considered a public nuisance.

C. The Village shall provide written notice to the owner of the property where there is determined to be a public nuisance. The owner shall have thirty (30) days to correct the public nuisance described in the written notice. Should the owner fail to correct the public nuisance within the time specified, the Village shall take action to correct the public nuisance and shall include the cost thereof on the property



tax bill for that property. The Village shall not be precluded, should the Village take action to correct the public nuisance pursuant to this subsection, to bring an enforcement action for a violation of this Chapter.

D. Nothing contained in this Chapter shall be deemed to impose any liability for damages or a duty of care and maintenance upon the Village or upon any of its officers or employees, nor to relieve the owner of any private property from the duty to keep any tree, shrub or plant on his/her property or under his/her control in such condition as to prevent it from constituting a hazard or an impediment to travel or vision upon any street, sidewalk, park or public place in the Village.

#### **281-6. Replacement of Protected Trees and Restoration of Terrain**

A. Any protected tree damaged or removed without a Tree Permit, or during or as a consequence of construction on or other development of a property, shall be replaced or compensated as specified in Clause 281-7 below.

B. Trees removed shall, when practical, be replaced in kind. Where existing trees are so large and mature that they cannot be replaced directly, replacement shall be by the planting of multiple trees to the equivalent monetary value of the destroyed trees. The monetary value of the tree(s) shall be in accordance with Section 281-9.

C. All trees which fail to survive for a period of two years following planting shall be replaced by the permit holder at no expense to the Village or the owner of the land, if other than the permit holder. Said replacement shall be made within sixty (60) days following written demand for such replacement from the Tree Commission or within an extended period of time as may be specified. Such payments may be covered by a permit holder's Tree Bond or deposit.

D. Minor tree damage shall be repaired in accordance with accepted tree surgery practice.

E. In cases where replacement is impractical, as determined by the Tree Commission, Planning Board or Zoning Board of Appeals, a sum equivalent to the value of damage involved or trees removed shall be paid into the Village Tree Fund.

F. After the removal or planting of trees, all debris from the removal and/or planting shall be removed immediately, holes shall be filled, and acceptable grading and covering carried out. The property must be left in a neat and orderly condition.

#### **281-7. Village Tree Fund**

The Village Tree Fund is established for the purpose of planting and maintaining trees on public land within the Village, for the benefit of all.

A. Upon demonstration by the owner, or by a person acting for the owner, that the planting of trees as required under Clause 281-6 of this Chapter is not feasible on the property, in whole or in part, the Tree Commission, Planning Board or Zoning Board of Appeals may instead authorize the payment of a sum(s) equivalent to the monetary value of the trees destroyed, to be paid into the Village Tree Fund. A report shall be provided to the Tree Commission on an annual basis with information regarding the amount of funds in the Village Tree Fund.

B. C. The monetary value of trees shall be as specified in Clause 281-9 below.

D. Such payments shall be determined by the Planning Board or the Zoning Board of Appeal for cases involving applications to those Boards. In all other cases, the Tree Commission shall make the determination.

E. The Village Tree Fund shall be held for the sole purpose of planting and maintaining of trees on

public land in the Village in accordance with this chapter. Disbursement of moneys in the Village Tree Fund shall be based upon the direction of the Tree Commission.

#### **§ 281-8. Tree Commission.**

A. The Board of Trustees shall create a Tree Commission which shall consist of seven members, including the Department of Public Works General Foreman, the Tree Warden, a member from the Environmental Advisory Council, a member from the Planning Board and three members selected from the residents of the Village of Tarrytown. A quorum shall consist of at least three members present. The Board of Trustees shall also select a Chairperson for the Commission who shall serve as liaison to the Village Administrator.

B. The voluntary members of the Tree Commission, shall serve for three-year terms, such terms to be on a staggered basis. The members of the Commission shall receive no compensation for their services as members but may, in the discretion of the Village Administrator, be permitted the necessary and actual expenses which shall be incurred in the performance of duties under this chapter. Prior approval shall be required from the Village Administrator for the payment of necessary and actual expenses.

C. The Tree Warden shall serve for a three -year term. The Tree Warden shall receive no compensation for his/her service but may, in the discretion of the Village Administrator, be permitted the necessary and actual expenses which shall be incurred in the performance of duties under this chapter. Prior approval shall be required from the Village Administrator for the payment of necessary and actual expenses.

D. All determinations and decisions made by the Tree Commission shall be by a majority vote. The Commission is hereby authorized and empowered to obtain the assistance, when necessary, of persons especially qualified by reason of training or experience in tree planting, preservation and landscaping. Should the Commission seek assistance, based upon the authority vested in the Tree Commission in § 281-4 of this chapter, all costs thereof shall be borne by the party submitting a Tree Permit application. Assistance requested by the Commission not related to an application shall be borne by the Village, but shall require prior approval from the Village Administrator.

E. The Tree Commission shall meet, at a minimum, on a quarterly basis. Said meetings shall be regularly scheduled and advertised on the Village Calendar. A special meeting may be convened should either the Chairperson or two other members of the Commission deem such a meeting to be necessary.

#### **§281-9. Appeals**

A. Appeals of Tree Permit rejections, except for Tree Permit rejections by the Tree Commission, or other matters arising from this Chapter, may be appealed to the Tree Commission within ten (10) days of receipt of the decision from the General Foreman or Tree Warden. Any decision of the General Foreman or Tree Warden can be reversed, affirmed or modified by the Tree Commission.

B. The Commission is authorized to obtain the assistance, when necessary, of persons especially qualified by reason of training or experience in tree planting, preservation and landscaping to assist the Tree Commission in the review of an appeal. Should the Commission seek such assistance based upon an appeal under the provisions of this Chapter, all costs thereof shall be borne by the party seeking said appeal.

C. Tree Permit rejections issued by the Tree Commission may be appealed within 10 days from receipt of the decision, to the Village Board of Trustees. Any decision or determination of the General Foreman or Tree Warden that is appealed to the Village Board of Trustees or Planning Board shall be stayed pending review by the Village Board of Trustees or Planning Board. Any determination made by the General Foreman or Tree Warden can be reversed, affirmed or modified by the Village Board of Trustees.

D. The Board of Trustees is authorized to obtain the assistance, when necessary, of persons especially qualified by reason of training or experience in tree planting, preservation and landscaping to assist the Board of Trustees in the review of an appeal. Should the Board of Trustees seek such assistance based upon an appeal under the provisions of this Chapter, all costs thereof shall be borne by the party seeking said appeal.

#### **§281-10. Monetary Value of Trees**

For the purposes of tree replacement (281-6), the Village Tree Fund (281-7) and penalties (281-11), the monetary value of trees shall be determined by the General Foreman and the Tree Warden in accordance with "The International Society of Arboriculture Guide for Plant Appraisal", as current at the time the monetary value comes into effect.

#### **§281-11. Penalties for Offenses**

This chapter shall be enforced by any designated Code Enforcement Officer of the Village of Tarrytown.

Any person violating any of the provisions of this chapter shall be guilty of a violation and shall be fined the greater of \$500 or the replacement cost of any tree(s) improperly removed pursuant to this chapter and/or imprisoned not to exceed 15 days. Each day the violation continues shall constitute a separate offense. The replacement cost shall be calculated based upon the cost to replace the removed or damaged tree(s) with tree(s) having the same characteristics and species. The replacement cost method will include the cost of tree installation. The monetary value of trees shall be as specified in Clause 281-10 below.

In addition thereto, any person violating any provision of this chapter shall be subject to a civil penalty enforceable and collectible by the Village in the amount of \$200 each day the violation continues for every tree.



CAPITAL BUDGET - 5 YEAR PLAN - GENERAL FUND 2014-2019						
	Total	2014-2015	2015-2016	2016-2017	2017-2018	2018-2019
DPW - Roads, Sidewalks, Drainage						
Milling and Paving Existing Roadways (\$157,287 of CHIPS funds available for FY 14-15)	\$626,000	\$126,000	\$125,000	\$125,000	\$125,000	\$125,000
Replace Curbs and Sidewalks	\$150,500	\$10,500	\$35,000	\$35,000	\$35,000	\$35,000
Street Sign Replacement	\$20,000	\$20,000				
Purchase and Installation of Multi-Space Meters	\$80,000	\$80,000				
Altamont Avenue Retaining Wall Repair (\$35,000 to be used from FY 13-14 Capital Budget	\$70,000	\$35,000				
Buildings						
Replace Roof on Old Police Headquarters Building	\$65,000	\$65,000				
Replace Roof on Warner Library (46.68% of cost paid by Sleepy Hollow)	\$325,000	\$325,000				
Recreation						
RiverWalk Park Sinkhole Repair - Construction (\$145,000 requested from Scenic Hudson from funds appropriated for RiverWalk Park)	\$786,000	\$786,000				
RiverWalk Park Sinkhole Repair - Engineering and Construction Management	\$25,000	\$25,000				
Purchase and Installation of Artificial Ice at Losee Park (size of hockey rink with boards)	\$65,000	\$65,000				
Playground upgrades - Pennybridge	\$45,000		\$45,000			
Engineering/Design	\$7,500		\$7,500			
Losee Park - Perimeter fencing upgrade	\$85,000			\$85,000		
Losee Park - Engineering/Design for Lighting and Concession Stand/Bathrooms	\$35,000			\$35,000		
Neperan Park - Completion of Natural Playground (includes design)	\$45,000			\$45,000		
Losee Park - Ballfield lighting replacement	\$400,000				\$400,000	
Losee Park - Construct permanent concession stand and bathrooms	\$75,000					\$75,000
Police						
Replace Sprinkler System in Server Rooms (PD and Village Hall)	\$45,000	\$45,000				
Emergency Operations Center	\$125,000		\$125,000			
Computer System Upgrades	\$100,000		\$100,000			
Expansion of Desk Area/Radio System Upgrade	\$150,000		\$150,000			
Replace Prisoner Van	\$65,000		\$65,000			
Street Cameras (Train Station area and Downtown Commerical District)	\$150,000			\$150,000		
Replace In-Vehicle Computers	\$75,000			\$75,000		
Replace Department Service Weapons	\$25,000				\$25,000	
Renovations to 150 Franklin Street - Tear down interior partitions to create usable space, painting, lighting improvement	\$100,000					\$100,000

**CAPITAL BUDGET - 5 YEAR PLAN - GENERAL FUND**

**2014-2019**

	Total	2014-2015	2015-2016	2016-2017	2017-2018	2018-2019
<b>Fire</b>						
Repair of Truck Floor - Riverside Hose Company	\$80,000	\$80,000				
Engineering - Repair of Truck Floor	\$10,000	\$10,000				
Epoxy Paint for Truck Floor	\$5,000	\$5,000				
Asbestos Abatement - Main Street Firehouse	\$25,000	\$25,000				
<b>Treasurer</b>						
Upgrade Tax Software Program (interface with other softwareed programs for a more integrated system)	\$18,000	\$18,000				
<b>Vehicles</b>						
<b>DPW</b>						
2003 Chevrolet Pick-up Truck (H-4) replaced with Mason Dump Truck	\$75,000	\$75,000				
2001 International (T-8) new body with lift gate	\$40,000	\$40,000				
1998 Mack (G-4) Automated Garbage Truck	\$250,000	\$250,000				
1993 John Deere Loader	\$200,000		\$200,000			
1998 International (T-11)	\$175,000		\$175,000			
1994 Mack (T-2)	\$210,000		\$210,000			
2005 Ford Explorer (C-2)	\$35,000			\$35,000		
1998 Ford Expedition (H-6/Mechanics Truck)	\$50,000			\$50,000		
2007 Chevrolet Mason Dump Truck (H-1)	\$75,000			\$75,000		
2007 Chevrolet Mason Dump Truck (H-3)	\$75,000			\$75,000		
2000 Chevrolet Pick-up (Traffic 1)	\$30,000			\$30,000		
2001 New Holland Backhoe and Pneumatic Jackhammer	\$150,000				\$150,000	
2010 Mercury Mariner	\$35,000				\$35,000	
1998 Mack (G-7)	\$230,000				\$230,000	
1999 Ford Roll-Off (T-12)	\$150,000					\$150,000
1997 Samsung Front End Loader	\$200,000					\$200,000
<b>Fire</b>						
Replace Fire Chiefs Vehicle (2007)	\$47,500	\$47,500				
Replacement for 1994 E-One (Engine 77 Consolidated)	\$750,000		\$750,000			
<b>TOTAL</b>	\$6,655,500	\$2,133,000	\$1,987,500	\$815,000	\$1,000,000	\$685,000

# CAPITAL BUDGET - 5 YEAR PLAN - WATER FUND

2014-2019

Department	Total Cost	2014-2015	2015-2016	2016-2017	2017-2018	2018-2019
<b>Buildings</b>						
New Pump Station Building and Systems; Engineering and Design (includes analysis of sharing of pump station)	\$425,000				\$425,000	
<b>Distribution</b>						
<b>Cleaning and Cement Mortar Lining</b>						
PHASE 7 - Benedict Ave., South Broadway, Rosehill Ave., Fairview Ave., Hamilton Pl., Grove St.						
Design, surveying, soil boring & testing	\$52,500		\$92,500			
Construction	\$2,400,000			\$2,400,000		
Construction Management	\$40,000			\$40,000		
PHASE 8 - South Broadway, Prospect Ave.						
Design, surveying, soil boring and testing	\$52,500				\$92,500	
Project Construction	\$2,600,000					\$2,600,000
Construction Management fees	\$40,000					\$40,000
<b>Water Main Replacement</b>						
PHASE 7 - MacArthur Avenue and Bridge Street						
Construction	\$300,000			\$300,000		
PHASE 9 - Irving Ave., Sunnyside Ave., Martling Ave.						
Design, surveying, soil boring & testing	\$125,000					\$125,000
<b>Rehabilitation of Water Tanks</b>						
Project Construction	\$750,000	\$750,000				
Construction Management fees	\$40,000	\$40,000				
<b>Crest Area Water System Improvements</b>						
Design, surveying soil boring and testing fees (Project A, B and C)	\$230,000	\$230,000				
Project A - Pump Station Construction	\$750,000	\$750,000				
Project B - Distribution piping and control valves	\$1,000,000	\$1,000,000				
Project C - Storage Tank and Transmission Main	\$3,250,000				\$3,250,000	
Construction Management	\$150,000	\$60,000			\$90,000	
<b>Vehicles</b>						
2003 Chevrolet Utility Body (W-1)	\$45,000			\$45,000		
2003 Chevrolet Pick-up Truck (W-5)	\$35,000			\$35,000		
<b>TOTAL</b>	\$12,285,000	\$2,830,000	\$92,500	\$2,820,000	\$3,857,500	\$2,765,000

CAPITAL BUDGET - 5 YEAR PLAN - SEWER FUND							
2014-2019							
	Total Cost	2014-2015	2015-2016	2016-2017	2017-2018	2018-2019	
Sewer Distribution - DPW							
Sewer Main and Manhole Rehabilitation and/or Replacement	\$300,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	
Engineering	\$60,000	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000	
<b>TOTAL</b>	<b>\$360,000</b>	<b>\$120,000</b>	<b>\$120,000</b>	<b>\$120,000</b>	<b>\$120,000</b>	<b>\$120,000</b>	

CAPITAL BUDGET - GENERAL FUND 2014-2015	
	2014-2015
<b>DPW - Roads, Sidewalks, Drainage</b>	
Milling and Paving Existing Roadways (\$157,287 of CHIPS funds available for FY 14-15)	\$126,000
Replace Curbs and Sidewalks	\$10,500
Street Sign Replacement	\$20,000
Purchase and Installation of Multi-Space Meters	\$80,000
Altamont Avenue Retaining Wall Repair (\$35,000 to be used from FY 13-14 Capital Budget)	\$35,000
<b>Buildings</b>	
Replace Roof on Old Police Headquarters Building	\$65,000
Replace Roof on Warner Library (46.68% of cost paid by Sleepy Hollow)	\$325,000
<b>Recreation</b>	
RiverWalk Park Sinkhole Repair - Construction (\$145,000 requested from Scenic Hudson from funds appropriated for RiverWalk Park)	\$786,000
RiverWalk Park Sinkhole Repair - Engineering and Construction Management	\$25,000
Purchase and Installation of Artificial Ice at Losee Park (size of hockey rink with boards)	\$65,000
<b>Police</b>	
Replace Sprinkler System in Server Rooms (PD and Village Hall)	\$45,000
<b>Fire</b>	
Repair of Truck Floor - Riverside Hose Company	\$80,000
Engineering - Repair of Truck Floor	\$10,000
Epoxy Paint for Truck Floor	\$5,000
Asbestos Abatement - Main Street Firehouse	\$25,000
<b>Treasurer</b>	
Upgrade Tax Software Program (interface with other software programs for a more integrated system)	\$18,000
<b>Vehicles</b>	
<b>DPW</b>	
2003 Chevrolet Pick-up Truck (H-4) replaced with Mason Dump Truck	\$75,000
2001 International (T-8) new body with lift gate	\$40,000
1998 Mack (G-4) Automated Garbage Truck	\$250,000
<b>Fire</b>	
Replace Fire Chiefs Vehicle (2007)	\$47,500
<b>TOTAL</b>	<b>\$2,133,000</b>



**CAPITAL BUDGET - WATER FUND  
2014 - 2015**

<b>Department</b>	<b>2014-2015</b>
<b>Rehabilitation of Water Tanks</b>	
Project Construction	\$750,000
Construction Management fees	\$40,000
<b>Crest Area Water System Improvements</b>	
Design, surveying soil boring and testing fees (Project A, B and C)	\$230,000
Project A - Pump Station Construction	\$750,000
Project B - Distribution piping and control valves	\$1,000,000
Construction Management	\$60,000
<b>TOTAL</b>	
	<b>\$2,830,000</b>

CAPITAL BUDGET - SEWER FUND 2013-2015	
	2014-2015
Sewer Distribution - DPW	
Sewer Main and Manhole Rehabilitation and/or Replacement	\$100,000
Engineering	\$20,000
<b>TOTAL</b>	<b>\$120,000</b>

## Mike Blau

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**From:** Jonathan Falk <jfalk@vt-s.net>  
**Sent:** Tuesday, June 17, 2014 9:46 AM  
**To:** Mike Blau  
**Subject:** Website Re-design  
**Attachments:** VTS FC Redesign Proposal - TarrytownNY - 061714 - JF.pdf; VTS Service Agreement - TarrytownNY Platform Migration 061.pdf; CMS Core Features.pdf

Hello Michael,

Thank you very much for your time during our online discussion yesterday morning - and thank you to Carol and Dale as well. Per that discussion, I have attached two cost proposals for your review. One is for a re-design of your current First Class site, and the other is for a conversion to our Drupal open-source platform being used by some of our newer clients in your area, such as Bronxville, Ardsley, and Sleepy Hollow. I have also attached a document outlining the salient features of the Drupal CMS. As I mentioned yesterday, I would be happy to do a presentation on the Drupal platform at Village Hall, and of course answer any questions about it.

Thank you again, and I look forward to continuing our discussions.

Jonathan Falk  
New York Market Manager  
Virtual Towns & Schools  
518-878-0487  
[jfalk@vt-s.net](mailto:jfalk@vt-s.net)  
[www.vt-s.net](http://www.vt-s.net)



## **Contract For Additional Services Village of Tarrytown, NY**

### **Website Redesign Services:**

Upgrade current website to the latest VTS First Class Content Management System

- a. Custom graphical redesign per the criteria provided by the Village
- b. Updating of department/board/committee homepages to the latest VTS First Class release

Cost: \$1,500

Option: One day of onsite Content Editor training at a cost of \$750/day \_\_\_\_\_(initial if yes)

Payment Terms: 50% billed at time of signed contract and 50% billed upon completion of project

**The services and pricing quoted in this proposal will be honored until July 31, 2014.**

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

Virtual Town Hall Holdings, LLC  
4 Clock Tower Place, Suite 400  
Maynard, MA 01754

\_\_\_\_\_  
Signature (Date)

\_\_\_\_\_  
Millard Rose  
President

\_\_\_\_\_  
Name

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
Title

**Keeping You Ahead of Rising Expectations**



## **Redesign & Conversion Service Agreement**

**Date: June 16, 2014**

**Client: Village of Tarrytown, NY**

**Address: One Depot Plaza, Tarrytown, NY 10591**

**Key Contact: Mr. Michael Blau, Village Administrator**

**Phone: (914) 631-1785**

Virtual Town Hall Holdings, LLC, d/b/a Virtual Towns & Schools (VTS) will provide the following services under the terms of this agreement.

### **Services**

1. Complete redesign of the website, including new navigation and content modules; specifications to be defined during a design preferences meeting. Design to be changed/tweaked until client has approved.
2. Implementation of approved design into the new VTS Content Management System (CMS), to include:
  - a. Creation of all department and board landing pages that will permit subsequent content development of each.
  - b. Creation of all associated navigational menus.
  - c. Loading of all current staff and board members into the CMS
  - d. Migration of up to 1,000 pages from the current website to the new website.
3. One day of on-site training of Primary Content Managers.

### **Costs**

The total cost of the services outlined above is \$8,950.

Client may, at its option,

- A) Utilize local staff to migrate/add additional content to the new website than is provided for in this agreement without incremental cost.
- B) Contract with VTS to migrate additional content at a cost of \$1,500 per 500 pages. \_\_\_\_ (Initial if yes)
- C) Contract with VTS for additional days of on-site training at a cost of \$750/day \_\_\_\_ (Initial if yes).

**Keeping You Ahead of Rising Expectations**



## **Terms of Agreement**

4. This agreement shall be for a one (1) year period and shall automatically renew, year-to-year, unless terminated by either party.
5. Client may terminate this agreement at any time if VTS is found in default of any obligation defined within this agreement which has not been cured within thirty days after receipt of written notice of such default.

## **Intellectual Property & Ownership**

6. This agreement is not a sale of the VTS Content Management System (CMS) and its associated applications and modules. VTS provides a right of use to the client during the period of this agreement. Rights are non-transferable.
7. The Client will own the graphic designs and web content that are incorporated into the CMS.
8. Upon termination of this agreement, Client may request a complimentary electronic copy on CD of the web content.
9. Regarding the VTS CMS, Client may not: a). license, sublicense or in any way commercially exploit or make it available to any third party, b). make derivative works based upon it, c). reverse engineer or access it in order to build a similar product, copy features or functions, or share it with third parties.
10. The VTS name, the VTS logo, and the products and modules associated with these services provided are trademarks of VTS, and no right or license is granted to use them.

## **Billing & Payment Terms**

11. Redesign & Conversion Charges:
  - a. Initial 50% of Total Contract Charges will be invoiced upon approval of this agreement,
  - b. Final 50% of Total Contract Charges will be invoiced after the completion of User Training.
12. The Client shall only pay those expenses which are specifically defined in this agreement or defined in writing and approved as an addendum to this agreement.

## **Annual Hosting & Support**

13. The VTS charges for Annual Hosting and Support will remain unchanged once the Client has converted to the new CMS.
14. The Annual Support & Hosting Services invoicing schedule will remain in place.
15. Client will have 180 days from the time of on-site training to complete any supplemental content migration to the new site. After 180 days, additional costs based on the Annual Hosting & Support daily rate may be charged to cover ongoing costs of hosting old website's content.

## Marketing

16. Client agrees to allow VTS to place a small link at the bottom of their webpages titled "Virtual Towns & Schools Website".
17. Client agrees to allow VTS to include a reference(s) to the Client's website on the VTS corporate website. This may include a mention of the Client, a picture of the Client's home page, and/or a case study of the Client's project.

## Indemnification

18. To the extent allowed by law, VTS agrees to indemnify and hold Client harmless from any and all claims for bodily injury, death, personal injury and property damage and for any other expenses (including attorney's fees) which arise out of services provided by VTS occasioned by the negligence, errors, or other wrongful act or omission of VTS employees, agents, or volunteers.
19. To the extent allowed by law, Client agrees to indemnify and hold VTS harmless from any loss, damage, cost or expense that may incur as a result of the negligence or willful misconduct of Client in connection with its performance or failure of performance hereunder or from any claim that Client's performance hereunder violates or is contrary to any banking or related law or regulation.

## Force Majeure

20. Neither party will be liable to the other for any failure or delay in rendering performance arising out of causes beyond its control and without its fault or negligence. Such causes may include, but not be limited to, acts of God or the public enemy, freight embargoes, power outages, and unusually severe weather; but the failure or delay must be beyond its control and without its fault or negligence.

## Miscellaneous

21. Any and all modifications of the services and/or terms of this agreement, shall be accomplished by an amendment, which must be approved in writing by both parties.
22. This agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.

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

Virtual Town Hall Holdings, LLC  
4 Clock Tower Place, Suite 400  
Maynard, MA 01754

\_\_\_\_\_  
(Signature) (Date)

\_\_\_\_\_  
Millard Rose  
President

\_\_\_\_\_  
Name

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
Title



## CMS: Core Features

Content Management	Constituent Communications	Administrative
Minutes & Agendas Management	Email Notifications	User Levels for Roles & Permissions
Taxonomy (Auto Link Pages to Other sections of Site)	Mobile Site Versions	Board/Committee/Personnel Databases
Web Forms Tool	RSS Feeds	Open Source Platform
Auto Schedule & Auto Expire Pages	Twitter Feeds	Browser Based Log-ins
Online File Center	Video Integration	Quality Assurance Reports/Broken Links Identifications
WYSIWYG Editor	Service Request Forms	Complete User Edit Trail
Database Architecture	Comment Forms	Content Preview & Content Un-publishing
Persistent Navigation	Two-way Blogging	Email Protection
"Review On" Notifications	Cross Browser Compatibility	Traffic Analytics
Robust Search Engine	Jobs Postings/RFP Postings	Page Standardizations/W3C Compliance
Department Calendars	Urgent Alerts	Unlimited Users
Design	Image	
Rotating Mastheads	Automatic Image Resizing	
Dynamic News Modules	Image Library	
Urgent News Banners	Slide Shows	
Upcoming Meetings Module	Captioning/ALT Text	
Breadcrumbs	Rotating Department Images	
Cascading Navigation/Multiple Navigation Schemes	Blended Seasonal Mastheads	
Design Flexibility	Rotating Bulletin Boards	

Keeping You Ahead of Rising Expectations

## Mike Blau

---

**From:** Jonathan Falk <jfalk@vt-s.net>  
**Sent:** Wednesday, June 18, 2014 9:50 AM  
**To:** Mike Blau  
**Subject:** Re: Redesign of Website

Mike Blau <[MBlau@tarrytowngov.com](mailto:MBlau@tarrytowngov.com)> on Wednesday, June 18, 2014 at 8:21 AM -0400 wrote:

you were going to provide a listing of clients with each of the redesigns that you have submitted to me. Sorry about that...here you go...

The following are some First Class clients that have done recent re-designs to their websites but stayed on the First Class platform -

[Village of Croton-on-Hudson, NY](#)

[City of Auburn, NY](#)

[Village of Pleasantville, NY](#)

[Town of Old Saybrook, CT](#)

[Town of Saugus, MA](#)

[Town of Monson, MA](#)

[City of Torrington, CT](#)

The following are some recent new Drupal client designs -

[City of Batavia, NY](#)

[Town of Carmel, NY](#)

[Village of Bronxville, NY](#)

[Village of Ardsley, NY](#)

[Town of Weymouth, MA](#)

[Town of Salem, NH](#)

[Fairview Township, PA](#)

[Borough of Plum, PA](#)

These are some clients local to you that are on Drupal but are 1-2 years old -

[Town of North Castle](#)

[Town/Village of Harrison](#)

The following are some First Class clients that recently converted to Drupal -

[Town of Rochester, NH](#)

[Town of Belmont, MA](#)

[Town of Wellfleet, MA](#)

[Town of Gray, ME](#)

[Town of Natick, MA](#)

There are three new Drupal websites under development in your area - the Town of Mamaroneck is about to enter the Content Development phase ( design is finalized and approved) ; the Village of Pelham Manor likewise has an approved design and is entering the Content Development phase; and the City of Peekskill is in the Design Phase and we have submitted the second mockup for their review.

Please let me know if you need any more information, have more questions, or would like to set up a meeting at Village Hall.

Jonathan Falk  
New York Market Manager  
Virtual Towns & Schools  
518-878-0487



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

**THIS AGREEMENT** (the "Agreement") is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2014 by and among the Village of Tarrytown ("Village") having an address for the conduct of business located at One Depot Plaza, Tarrytown, NY 10591 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.

**WITNESSETH:**

**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 ("NYSTA") 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 NYSTA, and (ii) certain procedures that have been established by the NYSTA relating to the Community Benefits Program; and

**WHEREAS**, pursuant to the CBF, the Authority has decided to support the Village's efforts to enhance local recreational opportunities in the area of the New NY Bridge as set forth herein below (the "Project") by paying (\$49,500) forty-nine thousand five hundred Dollars from the CBF to the Village as provided for herein (the "Authority Funds"); and

**WHEREAS**, the Authority has determined that it will pay the Authority Funds by the Authority, on or before \_\_\_\_\_ days after the Effective Date (as hereinafter defined) of this Agreement, directly to the Village; 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. **Project Agreement Term:** This Agreement shall commence on the date identified above and shall terminate on December 31, 2015.

2. Agreement Amount: On or before 15 days after the Effective Date, the Authority agrees to make available, subject to disbursement provisions set forth in Paragraph 4, to the Village; a sum not to exceed \$49,500 (hereinafter the "Authority Funds"). 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 or maintain the Project. Neither the Authority nor TZC shall have any obligation whatsoever to increase the amount of the Authority Funds beyond the \$49,500 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 requests 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.

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. Acquisition of land;
  - ii. 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
  - iii. Religious worship or instruction as part of, or in connection with, the performance of this Agreement.
- d. Municipal Resolutions

The Village resolution attests that the Village's legislative body has approved the project, *including the expenditure of any matching funds*, and authorized sufficient funding to first-instance the full amount of the grant. 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. Any consultant contract in the amount of twenty-five thousand dollars (\$25,000) or more for architectural, engineering or design services shall be awarded on a competitive basis after the Village has developed and publicized a Request for Proposal; a copy of the Request for Proposal and documentation of all responses shall be included with submission by the Village of any voucher for payment for such services.
- 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 should 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 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, 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: The Village shall indemnify and protect, defend, and hold harmless the Authority and the State of New York, as their interests may appear, and their respective officers, directors, board members, agents, employees, successors and assigns, from all claims, suits, actions, damages, and costs of 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. Such indemnity shall not be limited by reason of enumeration of any insurance coverage herein provided and shall survive the expiration or termination of this Agreement.
16. Insurance: The following insurance documents for LOCAL SPONSOR must be on file with NYSTA prior to the commencement of 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. If the Agreement involves work on or near a shoreline, a U.S. Longshore and Harbor Workers' Compensation Act Endorsement must be provided.

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 S. Broadway, Suite 413  
Tarrytown, New York 10491  
Attn: Mr. Peter Sanderson

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

Village of Tarrytown  
One Depot Plaza  
Tarrytown, NY 10591  
Attn: Mayor's Office

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, other laws applicable to the service of current or former Authority or New York State employees, and/or the rules, regulations, opinions, guidelines or policies promulgated or issued by the New York Joint Commission on Public Ethics, or its predecessor agencies (collectively, "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 the 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 the New York Joint Commission on Public Ethics, and, if deemed appropriate by the Authority, instruct any such person to seek the opinion of the New York Joint Commission on Public Ethics. 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, OPRHP 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: 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, Engineer 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 which is attached hereto and expressly made a part of this Agreement as if set forth fully herein.

Appendix A - Standard Clauses

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

The Village of Tarrytown

By \_\_\_\_\_  
Name/Title

EID#

Recommended By

By \_\_\_\_\_  
Project Director, New NY Bridge Project

Approved to Form

By \_\_\_\_\_  
General Counsel

NEW YORK STATE

Approved as to Form:

\_\_\_\_\_  
Attorney General  
New York State

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CERTIFICATION FOR DUPLICATES

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.

[The Remainder of this Page is Intentionally Left Blank]

## **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

Street Address

City

State

Zip Code

Contact Last Name

Contact First Name

Contact Title

Telephone Number

E-mail Address

Alternate Contact Last Name

Alternate Contact First Name

Alternate Contact Title

Alternate Telephone Number

Alternate E-mail Address

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 Location

Maximum characters allowed is 2,000.

**Project Description** Development of existing elevated overlook in Scenic Hudson RiverWalk Park as a viewing area, initially for the construction of the New New York Bridge, and thereafter for viewing of the bridge and the river. Development of the viewing area to include the following elements: Introductory panel at the entrance to the overlook; interpretive panels; benches; exterior binoculars or telescope.

Maximum characters allowed is 2,000.

**Project Benefits** The construction of the New New York Bridge is a project that has generated significant interest in the Village, the region and throughout the state. The public has a desire to view the construction, especially when the actual structure starts to take shape in the river. The development of a viewing area that provides vistas of the construction project will be a destination for the public. The use of interpretive panels and binoculars/telescope provides the public both an educational and recreational venue as well as an opportunity to view "close up" the construction project. The RiverWalk Park, where the viewing area is located is integrated into an overall recreation area along the Hudson River in Tarrytown and the viewing area provides another amenity for recreational purposes to the public.

Maximum characters allowed is 2,000.

**Statement of Need** The Village of Tarrytown provides the most advantageous location for viewing the construction of the New New York Bridge from the east side of the Hudson River. Absent funding from the Community Benefits Fund, it is questionable whether the Village would utilize Tarrytown taxpayer dollars to fund a viewing area. The funds will enable the Village to construct the viewing area, which the Village believes will be well utilized by residents and non-residents alike and will help to maintain continued interest in the bridge project.

Project Budget \$49,500

Granted Funding  
from Another Source? ☐ Yes ☒ No

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

Other Funding Source

Other Funding Amount

Grant Request Funding to pay for design services and development elements

Maximum characters allowed is 2,000.

Current State of Project  
Development

The location where the viewing area is to be developed presently exists. The project will utilize the existing built out overlook and provide the space a sense of purpose. Parking to serve the public has been created near the viewing area. The funding is required to convert the existing built out space into a destination that serves the riverfront parks and the bridge project.

Estimate Project Time line Three months

Signature Name Michael Blau

Date 02/25/2014

☒ 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 as Yahoo!, Gmail, AOL or Hotmail, please save the form to your computer and compose an e-mail to: [CommunityBenefits@newnybridge.com](mailto: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:  
Brian Conybeare  
Special Advisor to the Governor for the New NY Bridge Project  
303 South Broadway, Suite 413  
Tarrytown, New York 10591



# TOWN of GREENBURGH

## OFFICE OF THE SUPERVISOR

177 Hillside Avenue Greenburgh, New York 10607  
(914) 993-1540 *Office* (914) 993-1541 *Fax* (914) 478-1219 *Home*  
Web Site - [www.greenburghny.com](http://www.greenburghny.com)  
E-Mail - [pfeiner@greenburghny.com](mailto:pfeiner@greenburghny.com)

RECEIVED

JUN 19 2014

PAUL J. FEINER  
Supervisor

June 16, 2014

TARRYTOWN VILLAGE  
ADMINISTRATOR

Board of Trustees  
Village of Tarrytown  
1 Depot Plaza  
Tarrytown, NY 10591

Dear Board Members,

In the past the Greenburgh Town Board has held some joint Town/Village Board meetings with some of our villages. The goal: for members of both Boards to discuss issues of concern. It's important that the town and village governments have an excellent relationship. Members of the Town Board want to work cooperatively with our villages and we want to be helpful to you and your constituents. If there are opportunities for greater sharing (to save our taxpayers some dollars) we'd like to be of help.

If you feel that a joint Village/Town Board meeting would be useful - please advise. We can schedule the meeting at a convenient time for your Board members. We can come to your village if you'd like. Thanks for your consideration.

Sincerely,

Paul J. Feiner  
Town Supervisor

PJF:ca

# **MEMORANDUM**

## **DEPARTMENT of PUBLIC WORKS**

---

TO: Michael Blau, Village Administrator

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

DATE: June 30, 2014

RE: Drainage on Doris Lane

As previously discussed, there is currently a 36 inch corrugated metal pipe storm sewer that is failing on Doris Lane. This section is not a part of the Loh Park Drainage Project but is located just outside of the construction limits of the project.

This storm sewer is located in a right of way between number 8 and number Doris lane. The pipe exits the Cul de Sac through the back of the catch basin and continues for 150 feet +/- until it open airs at the rear and between properties on Leroy Ave.

An R.F.P. was sent out to four contractors:

PVS Construction LLC of 16 Townsend Rd, Hopewell Junction  
ELQ Industries Inc. of New Rochelle  
Legacy Supply Railroad Ave. Valhalla  
Maple Leaf Assoc. of Lake Blvd, Mahopac

Of the four contractors two submitted proposals, PVS in the amount of \$27,750.00 with addition fill if required at \$175 per cubic yard and ELQ in the amount of \$54,022.00 with addition fill if required at \$55 per cubic yard.

After review of the proposals it is my recommendation that the RFP be awarded to PVS Construction LLC in the amount of \$27,750.00 with an additional amount of \$5,000 for any additional fill that may be required due to unsuitable material currently on site.

Attachments:  
ELQ proposal  
PVS proposal

# REQUEST FOR PROPOSAL

## REPLACEMENT OF A 36 INCH CORRUGATED METAL STORM SEWER VILLAGE OF TARRYTOWN, NEW YORK

### INTRODUCTION.

The Village of Tarrytown intends to select a competent contractor to replace 150 linear feet of deteriorating 36 inch corrugated metal storm sewer. This storm sewer is located between two houses on a village owned easement.

### PROJECT DESCRIPTION.

The firm hired shall perform the following tasks:

1. Verify the locations of all utilities located within the area of the excavation.
2. Excavate and remove and properly dispose of the existing metal pipe.
3. Replace the existing corrugated metal pipe with 36 inch diameter corrugated pipe known as N-12 or its equivalent. Rebuild or replace the existing catch basin located approximately 100 feet from the road.
4. Backfill and compact the excavation in one foot lifts with suitable fill as approved by the superintendent of Public Works to within 3 inches of finished grade. The excavated material may or may not be suitable for using as backfill.
5. Bring remaining trench to grade with topsoil to finish grade.
6. Trench restoration to be landscaped with planting of perennial grass seed.

### ATTACHMENTS.

Google Earth Map showing the approximate location of the storm sewer  
Specification sheet for N-12 corrugated plastic pipe  
Typical Trench Detail

### PROPOSAL.

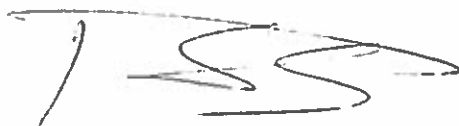
Please complete the following proposal. All costs in the proposal shall include removal of materials and materials and labor to complete the project.

LUMP SUM \$ 27,750.00

ADDITIONAL FILL \$ 175.00 per cubic yard

### QUESTIONS.

Submitted by  
PVS  
Construction



Questions regarding this RFP should be directed to Howard D. Wessells Jr., Superintendent of Public Works by e-mail at [hwessells@tarrytowngov.com](mailto:hwessells@tarrytowngov.com).

**SUBMISSIONS.**

Proposals must be transmitted to:

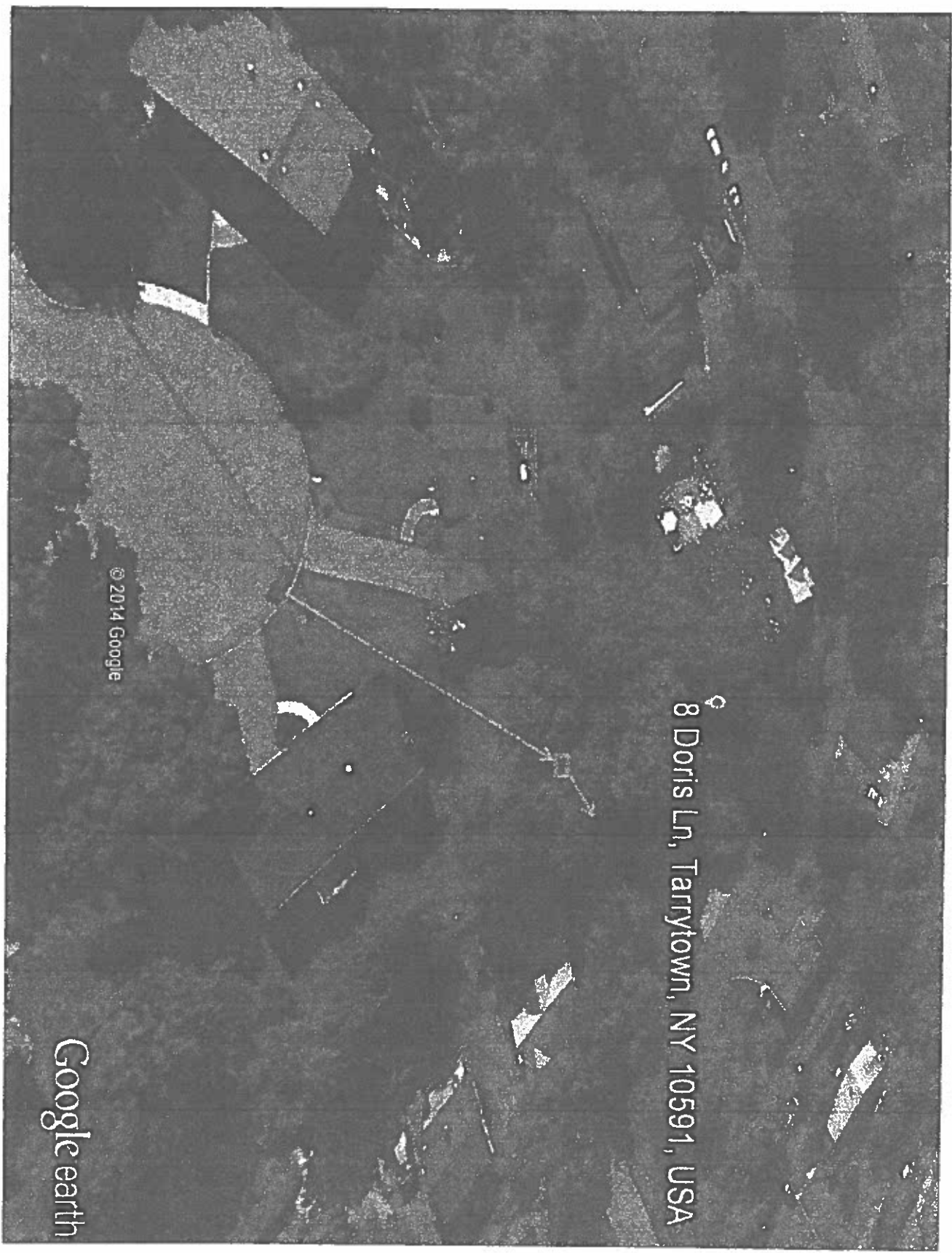
Superintendent of Public Works  
Village of Tarrytown  
4 Division St  
Tarrytown, New York 10591

By 3:30 p.m. on June 27, 2014

8 Doris Ln, Tarrytown, NY 10591, USA

© 2014 Google

Google earth





ADS N-12<sup>®</sup> WT IB PIPE (per ASTM F2648, SPECIFICATION)

## Scope

This specification describes 4- through 60-inch (100 to 1500 mm) ADS N-12 WT IB pipe (per ASTM F2648) for use in gravity-flow land drainage applications.

## Pipe Requirements

ADS N-12 WT IB pipe (per ASTM F2648) shall have a smooth interior and annular exterior corrugations.

- 4- through 60-inch (100 to 1500 mm) shall meet ASTM F2648.
- Manning's "n" value for use in design shall be 0.012.

## Joint Performance

4- through 60-inch (100 to 1500 mm) shall be watertight according to the requirements of ASTM D3212.

Gaskets shall meet the requirements of ASTM F477. Gaskets shall be installed by the pipe manufacturer and covered with a removable, protective wrap to ensure the gasket is free from debris. A joint lubricant available from the manufacturer shall be used on the gasket and bell during assembly.

12- through 60-inch (300 to 1500 mm) diameters shall have a reinforced bell with a polymer composite band. The bell tolerance device shall be installed by the manufacturer.

## Fittings

Fittings shall conform to ASTM F 2306. Bell and spigot connections shall utilize a spun-on or welded bell and valley or saddle gasket meeting the watertight joint performance requirements of ASTM F 2306.

## Field Pipe and Joint Performance

To assure watertightness, field performance verification may be accomplished by testing in accordance with ASTM F2487. Appropriate safety precautions must be used when field-testing any pipe material. Contact the manufacturer for recommended leakage rates.

## Material Properties

Material for pipe production shall be an engineered compound of virgin and recycled high-density polyethylene conforming with the minimum requirements of cell classification 424420C (ESCR Test Condition B) for 4- through 10-inch (100 to 250 mm) diameters, and 435420C (ESCR Test Condition B) for 12- through 60-inch (300 to 1500 mm) diameters, as defined and described in the latest version of ASTM D3350, except that carbon black content should not exceed 4%. The design engineer shall verify compatibility with overall system including structural, hydraulic, material and installation requirements for a given application.

## Installation

Installation shall be in accordance with ASTM D2321 and ADS recommended installation guidelines, with the exception that minimum cover in trafficked areas for 4- through 48-inch (100 to 1200 mm) diameters shall be one foot (0.3 m) and for 60-inch (1500 mm) diameters, the minimum cover shall be 2 ft. (0.6 m) in single run applications. Backfill for minimum cover situations shall consist of Class 1 (compacted), or Class 2 (minimum 90% SPD) material. Maximum fill heights depend on embedment material and compaction level; please refer to Technical Note 2.02. Contact your local ADS representative or visit our website at [www.ads-pipe.com](http://www.ads-pipe.com) for a copy of the latest installation guidelines.

## Pipe Dimensions

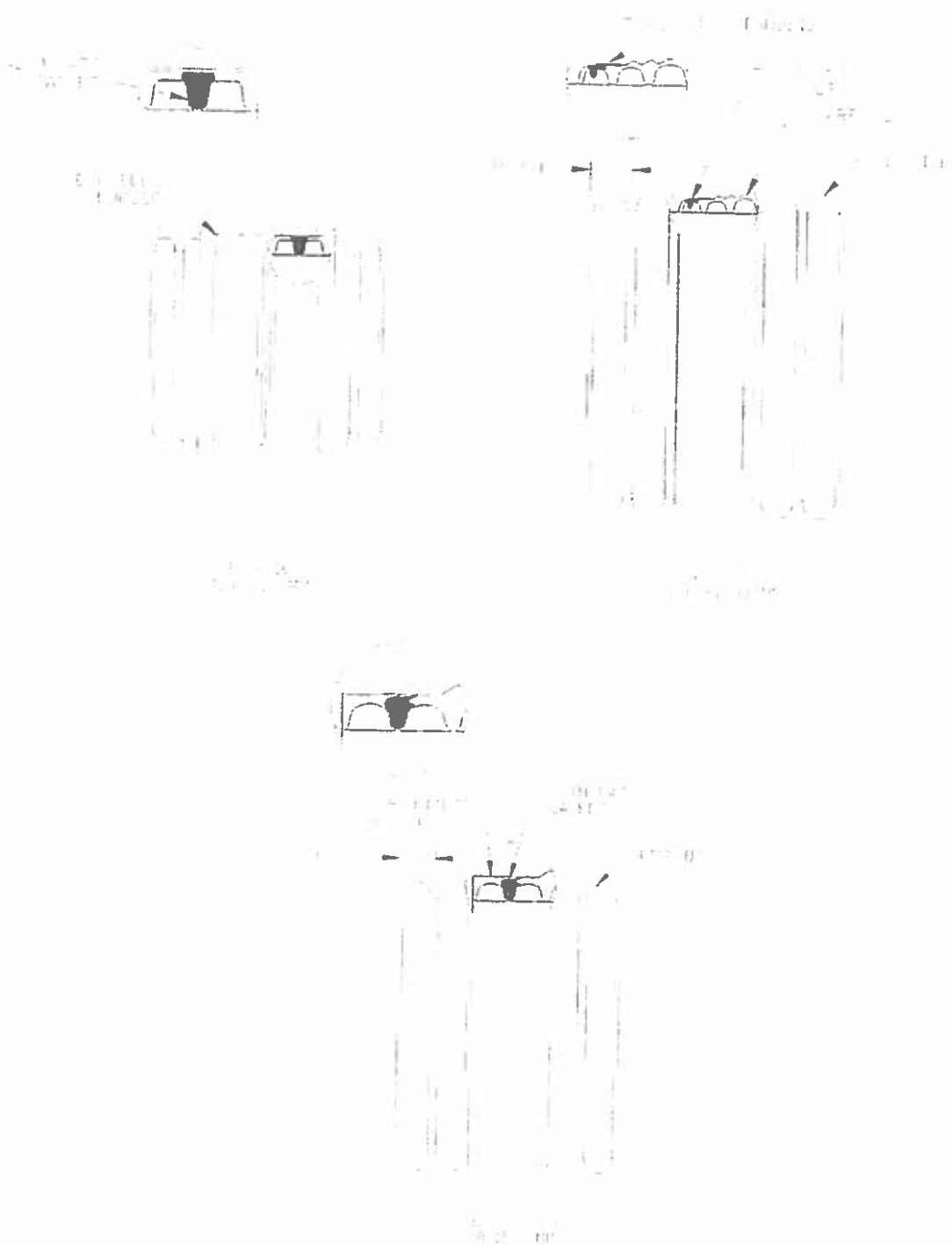
	Nominal Diameter												
Pipe I.D. in (mm)	4 (100)	6 (150)	8 (200)	10 (250)	12 (300)	15 (375)	18 (450)	24 (600)	30 (750)	36 (900)	42 (1050)	48 (1200)	60 (1500)
Pipe O.D.** in (mm)	4.8 (122)	6.9 (175)	9.1 (231)	11.4 (290)	14.5 (368)	18 (457)	22 (559)	28 (711)	36 (914)	42 (1067)	48 (1219)	54 (1372)	67 (1702)
*Check with sales representative for details.													

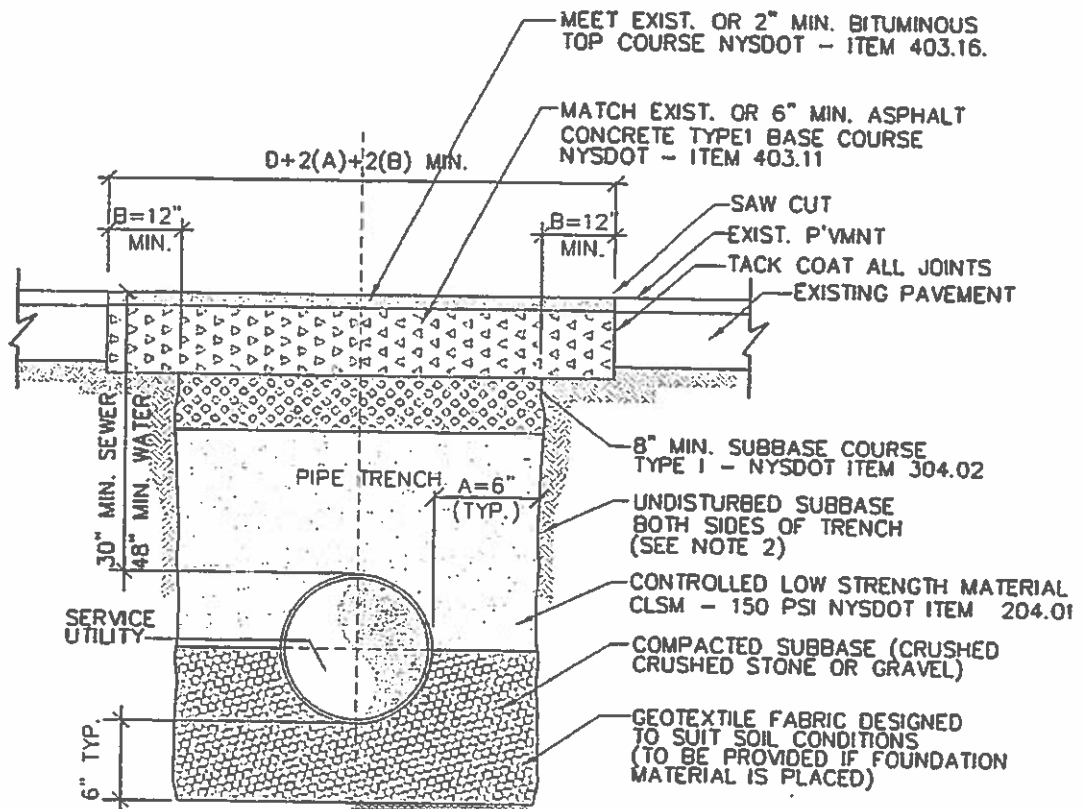
\*Check with sales representative for availability by region.

\*\*Pipe O.D. values are provided for reference purposes only, values stated for 12- through 60-inch are  $\pm 1$  inch. Contact a sales representative for exact values.

# AL-12<sup>®</sup> WT IS (PER ASTM F2648) JOINT SYSTEM

(Joint configuration & availability subject to change without notice. Product detail may differ slightly from actual product appearance.)





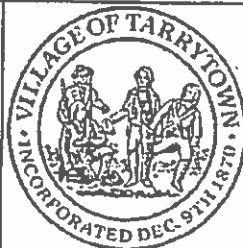
1. TRENCH SLOPES ARE NOT INTENDED TO REPRESENT STABLE SLOPES UNDER ACTUAL FIELD CONDITIONS.
2. SLOPING, BENCHING, SHEETING AND SHORING SHALL SATISFY OSHA REQUIREMENTS AS LISTED IN THE FEDERAL REGISTER 29 CFR 1926.652.

# 1 TYPICAL TRENCH DETAIL

SCALE: Not to Scale

No.	Date	Description
1	4.27.10	FIRST ISSUE - DRP

REVISIONS



VILLAGE  
OF  
TARRYTOWN  
ENGINEERING DEPARTMENT  
One Depot Plaza, Tarrytown, NY 10591  
Tel. 914.631.3664  
Fax 914.631.1571

TYPICAL  
TRENCH  
DETAIL

DETAIL

1  
1

# REQUEST FOR PROPOSAL

## REPLACEMENT OF A 36 INCH CORRUGATED METAL STORM SEWER VILLAGE OF TARRYTOWN, NEW YORK

### INTRODUCTION.

The Village of Tarrytown intends to select a competent contractor to replace 150 linear feet of deteriorating 36 inch corrugated metal storm sewer. This storm sewer is located between two houses on a village owned easement.

### PROJECT DESCRIPTION.

The firm hired shall perform the following tasks:

1. Verify the locations of all utilities located within the area of the excavation.
2. Excavate and remove and properly dispose of the existing metal pipe.
3. Replace the existing corrugated metal pipe with 36 inch diameter corrugated pipe known as N-12 or its equivalent. Rebuild or replace the existing catch basin located approximately 100 feet from the road.
4. Backfill and compact the excavation in one foot lifts with suitable fill as approved by the superintendent of Public Works to within 3 inches of finished grade. The excavated material may or may not be suitable for using as backfill.
5. Bring remaining trench to grade with topsoil to finish grade.
6. Trench restoration to be landscaped with planting of perennial grass seed.

NOTE: NO ROUTE PIPE IN LANDSCAPE AREA

### ATTACHMENTS.

Google Earth Map showing the approximate location of the storm sewer  
Specification sheet for N-12 corrugated plastic pipe  
Typical Trench Detail

### PROPOSAL.

Please complete the following proposal. All costs in the proposal shall include removal of materials and materials and labor to complete the project.

LUMP SUM \$ 54,022.00

ADDITIONAL FILL \$ 55.00 per cubic yard

### QUESTIONS.

SUBMITTED BY:

ELQ INDUSTRIES, INC.

567 FIFTH AVE

NEW ROCHELLE, NY 10801

Questions regarding this RFP should be directed to Howard D. Wessells Jr., Superintendent of Public Works by e-mail at [hwessells@tarrytowngov.com](mailto:hwessells@tarrytowngov.com).

**SUBMISSIONS.**

Proposals must be transmitted to:

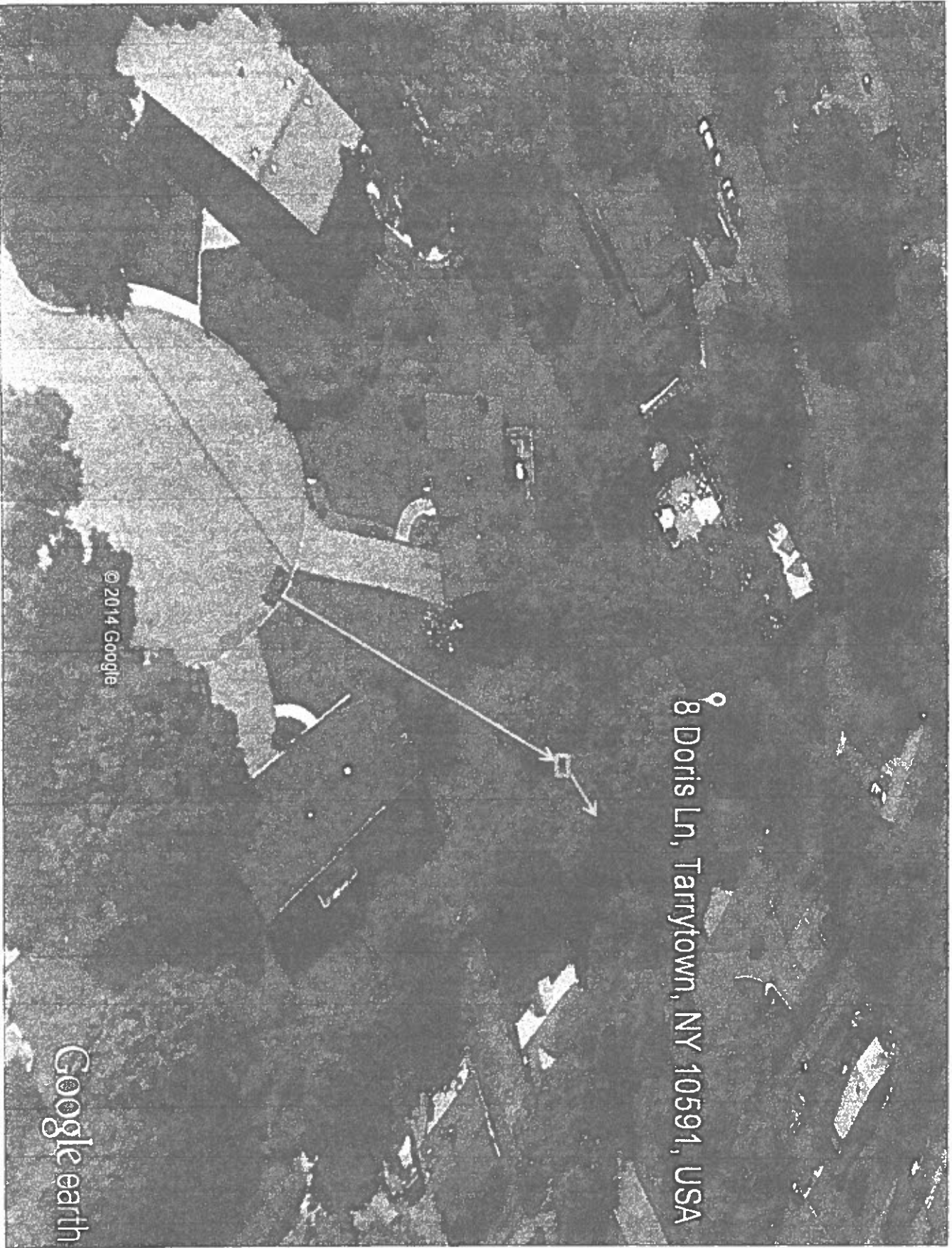
Superintendent of Public Works  
Village of Tarrytown  
4 Division St  
Tarrytown, New York 10591

By 3:30 p.m. on June 27, 2014

8 Doris Ln, Tarrytown, NY 10591, USA

© 2014 Google

Google earth



## ADS N-12<sup>3</sup> WT IB PIPE (per ASTM F2648) SPECIFICATION

### Scope

This specification describes 4- through 60-inch (100 to 1500 mm) ADS N-12 WT IB pipe (per ASTM F2648) for use in gravity-flow land drainage applications.

### Pipe Requirements

ADS N-12 WT IB pipe (per ASTM F2648) shall have a smooth interior and annular exterior corrugations.

- 4- through 60-inch (100 to 1500 mm) shall meet ASTM F2648.
- Manning's "n" value for use in design shall be 0.012.

### Joint Performance

4- through 60-inch (100 to 1500 mm) shall be watertight according to the requirements of ASTM D3212. Gaskets shall meet the requirements of ASTM F477. Gaskets shall be installed by the pipe manufacturer and covered with a removable, protective wrap to ensure the gasket is free from debris. A joint lubricant available from the manufacturer shall be used on the gasket and bell during assembly.

12- through 60-inch (300 to 1500 mm) diameters shall have a reinforced bell with a polymer composite band. The bell tolerance device shall be installed by the manufacturer.

### Fittings

Fittings shall conform to ASTM F 2306. Bell and spigot connections shall utilize a spun-on or welded bell and valley or saddle gasket meeting the watertight joint performance requirements of ASTM F 2306.

### Field Pipe and Joint Performance

To assure watertightness, field performance verification may be accomplished by testing in accordance with ASTM F2487. Appropriate safety precautions must be used when field-testing any pipe material. Contact the manufacturer for recommended leakage rates.

### Material Properties

Material for pipe production shall be an engineered compound of virgin and recycled high-density polyethylene conforming with the minimum requirements of cell classification 424420C (ESCR Test Condition B) for 4- through 10-inch (100 to 250 mm) diameters, and 435420C (ESCR Test Condition B) for 12- through 60-inch (300 to 1500 mm) diameters, as defined and described in the latest version of ASTM D3350, except that carbon black content should not exceed 4%. The design engineer shall verify compatibility with overall system including structural, hydraulic, material and installation requirements for a given application.

### Installation

Installation shall be in accordance with ASTM D2321 and ADS recommended installation guidelines, with the exception that minimum cover in trafficked areas for 4- through 48-inch (100 to 1200 mm) diameters shall be one foot (0.3 m) and for 60-inch (1500 mm) diameters, the minimum cover shall be 2 ft. (0.6 m) in single run applications. Backfill for minimum cover situations shall consist of Class 1 (compacted), or Class 2 (minimum 90% SPD) material. Maximum fill heights depend on embedment material and compaction level; please refer to Technical Note 2.02. Contact your local ADS representative or visit our website at [www.ads-pipe.com](http://www.ads-pipe.com) for a copy of the latest installation guidelines.

### Pipe Dimensions

	Nominal Diameter												
Pipe I.D.	4	6	8	10	12	15	18	24	30	36	42	48	60
in (mm)	(100)	(150)	(200)	(250)	(300)	(375)	(450)	(600)	(750)	(900)	(1050)	(1200)	(1500)
Pipe O.D.**	4.8	6.9	9.1	11.4	14.5	18	22	28	36	42	48	54	67
in (mm)	(122)	(175)	(231)	(290)	(368)	(457)	(559)	(711)	(914)	(1067)	(1219)	(1372)	(1702)

\*Check with sales representative for availability by region.

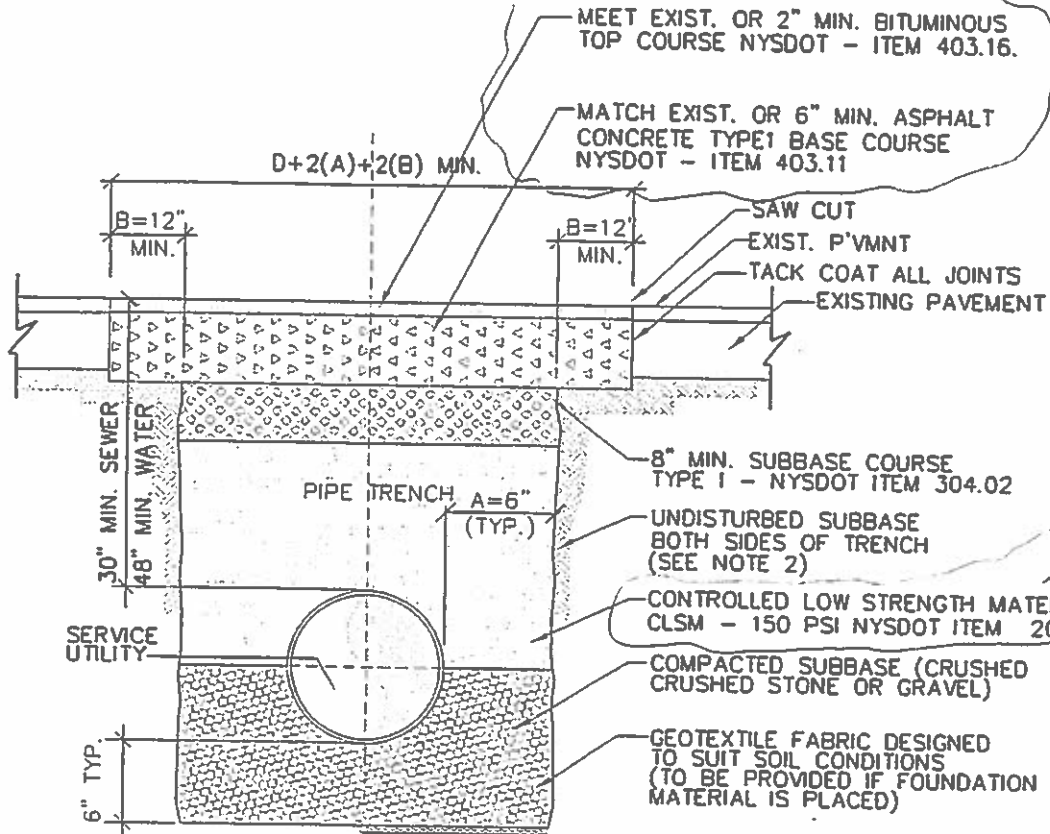
\*\*Pipe O.D. values are provided for reference purposes only, values stated for 12- through 60-inch are  $\pm 1$  inch. Contact a sales representative for exact values.

## 12" WT IB (PER ASTM F2648) JOINT SYSTEM

(Joint configuration & availability subject to change without notice. Product detail may differ slightly from actual product appearance.)







1. TRENCH SLOPES ARE NOT INTENDED TO REPRESENT STABLE SLOPES UNDER ACTUAL FIELD CONDITIONS.
2. SLOPING, BENCHING, SHEETING AND SHORING SHALL SATISFY OSHA REQUIREMENTS AS LISTED IN THE FEDERAL REGISTER 29 CFR 1926.652.

# 1 TYPICAL TRENCH DETAIL

SCALE: Not to Scale

No.	Date	Description
1	4.27.10	FIRST ISSUE - CRP

REVISIONS



VILLAGE  
OF  
TARRYTOWN  
ENGINEERING DEPARTMENT  
One Depot Place, Tarrytown, NY 10591  
Tel: 914.631.3668  
Fax: 914.631.1577

TYPICAL  
TRENCH  
DETAIL

DETAIL

1  
1

LANE



43.11 feet

**SITUATE AT**

TOWN OF GREENBURGH

WESTCHESTER COUNTY, NEW YORK

**SURVEYED: MAY 25, 1995**

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

TO: Mayor Fixell and the Board of Trustees  
FROM: Michael Blau, Village Administrator  
RE: Multi-Space Parking Meters, MNRR Station  
DATE: July 3, 2014

---

The concrete stanchions for the new multi-space parking meters (mspm) and the electricity to serve the meters has been completed. The next step in the process is to have the company who was awarded the bid (ITS) install the meters and thereafter program the meters. However, in order to program the meters, I will need input from the Board relating to the following:

1. The cost of a long term meter is currently \$.75/hour. Do you want the mspm to be the same cost? If not, what rate do you want to charge? If you increase the rate, do you want to adjust the long-term parking meters on lower Main Street and Cortlandt Street to the same rate?
2. The Police Department issues an average of 29 daily permits per day. The daily permits issued by the Police Department are in addition to the daily parking spaces in the South Depot (MNRR) parking lot leased by the Village. Should a number of parking spaces in the West Main Street parking lot (that was the lot to be available for daily parking) be available strictly for meter use or should the designated spaces be used for both commuter parking permit and meter? If the spaces are available for permit and meter, should the number of parking spaces so designated be increased and if yes, to what number?
3. The parking spaces remaining will be available for mspm use when they are not being used by commuter parking permit holders. What time should these empty parking spaces be available for said use?
4. The Board decided that residents should not be required to put money in the mspm when they use the parking lots and resident vehicles without a commuter parking permit would be designated with another type of permit affixed to a vehicles window. Would that permit be valid during the same hours noted in #3?
5. Will the leagues using Losee Park and other non-residents using the recreational facilities and not parking in the recreation parking lots on West Main Street be required to pay for parking?

## Kathy Deufemia

---

**From:** Mike Blau  
**Sent:** Wednesday, July 09, 2014 12:27 PM  
**To:** Kathy Deufemia  
**Subject:** FW: Kristina Figueora

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

From: Ryan Fischer [<mailto:ttshsummercamps@yahoo.com>]  
Sent: Wednesday, July 09, 2014 11:19 AM  
To: Mike Blau  
Subject: Kristina Figueora

Mike,

Once camp began I gave Kristina a raise due to the fact that she was given additional responsibilities such as:

- Lifeguard
- Assist Ralph at the rec by answer phones and filing new registrants, ordering supplies for both Day & TOT Camps.
- Works to help counselors with activities, planning, and management of groups when needed.
- Helps directors organize buses for field trips and swimming.

Ryan Fischer

Tarrytown/Sleepy Hollow

Summer Camps Director

BE IT RESOLVED that the Board of Trustees of the Village of Tarrytown does hereby approve the additional staff members to be added to the summer day camp employment schedule approved by the Board of Trustees on June 16, 2014:

Wendell Brand, Jr.	Camp Counselor	\$7.00/hour
Jhane Coello	Camp Counselor	\$7.00/hour
Matt Dorazio	Camp Counselor	\$7.00/hour
Jonathan Falconer	Camp Counselor	\$8.00/hour
Lisandra Hall	Camp Counselor	\$7.00/hour
Dashley Rodriguez	Camp Counselor	\$7.00/hour
Janine Scaglione	Office Manager	\$15.00/hour
Lauren Vallo	Camp Counselor	\$7.00/hour
Alex Milhaven	Arts/Crafts Director	\$12.00/hour

BE IT FURTHER RESOLVED THAT THE HOURLY RATE for Kristina Figuero be amended from \$10 per hour to \$14 per hour due to additional duties associated with the day camp programs;

BE IT FURTHER RESOLVED that the appointment of the additional summer day camp staff members and change in hourly rate shall be retroactive to June 30, 2104.