

**VILLAGE OF TARRYTOWN  
BOARD OF TRUSTEES  
WORK SESSION 6:00 P.M.  
WEDNESDAY, SEPTEMBER 10, 2014  
Tarrytown Village Hall  
One Depot Plaza, Tarrytown, New York**

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**Board of Trustees Concerns**

**Open Session**

1. Website
2. Solicitors – Mrs. Bloom's Flower Truck
3. Termination of Agreement – Down to Earth Farmers Markets
4. Fire Chiefs Vehicle
5. Confined Space
6. Fire Department Membership Changes
7. RFP – Stenciling of Parking Spaces in Commuter Parking Lots
8. RFP – Paving of Police Station Parking Lot
9. Bid Results – Altamont Avenue Retaining Wall
10. Lights and Wreaths
11. Viewing Platform
12. Greenway Trails Grant South End
13. Village Elections
14. RFP – Tree Trimming

## 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

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**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

## Mike Blau

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**From:** Ari Shapiro <ari@mrsbloomsmobile.com>  
**Sent:** Monday, July 14, 2014 4:54 PM  
**To:** Mike Blau  
**Cc:** Carol Booth  
**Subject:** Re: Mrs. Bloom's Mobile

Hi Mike

Thanks for your email reply. From what we've seen ourselves and what we know about the mobile business, the concept is booming and growing. People like the convenience of self-contained trucks and they add excitement everywhere they go. Our model is unique in that we donate 10% of revenue to a variety of phenomenal charitable organizations. We do not know of another company that does that.

We understand safety is a paramount concern for the Village and restrictions code had been drafted to ensure safety for residents and visitors. Our truck takes up a parking spot and in no way interferes with the flow of vehicular traffic. Our selling side faces the sidewalk, and as everything is self-contained, we do not interfere with the flow of pedestrian traffic either.

Please let us know the process for presenting our unique model to the Board of Trustees. We participated in a Cystic Fibrosis Foundation Great Strides event at Lyndhurst and because so many participants mentioned we should consider Tarrytown as a location for Mrs. Bloom's Mobile, we would like to add Tarrytown to our schedule of stops.

Thank you.

Ari Shapiro  
Director of Marketing and Sales  
[Mrs. Bloom's Mobile](http://Mrs.Bloom's Mobile)  
175 Clearbrook Road  
Elmsford NY 10523  
T 914.345.1700  
C 914.980.2883  
F 914.345.3125



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**From:** Mike Blau <[MBlau@tarrytowngov.com](mailto:MBlau@tarrytowngov.com)>  
**Date:** Mon, 14 Jul 2014 11:57:57 +0000  
**To:** Ari Shapiro <[ari@mrsbloomsmobile.com](mailto:ari@mrsbloomsmobile.com)>  
**Cc:** Carol Booth <[CBooth@tarrytowngov.com](mailto:CBooth@tarrytowngov.com)>  
**Subject:** RE: Mrs. Bloom's Mobile on News 12

Ari – The Village Clerk forwarded to me your email and link. I do not know if there is some confusion regarding the issuance of a peddlers permit. We will issue you a permit, however, you are required to comply with the language of the Village Code which has certain time and location restrictions. If you believe that the said restrictions are too onerous, only the Board of Trustees can modify those restrictions and that occurs via a public hearing once legislation is drafted to change the Village Code. However, please keep in mind that the restrictions in the law were designed to address traffic, parking and other issues in those particular locations.

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**From:** Carol Booth  
**Sent:** Friday, July 11, 2014 8:39 AM  
**To:** Mike Blau  
**Subject:** FW: Mrs. Bloom's Mobile on News 12

FYI

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**From:** Ari Shapiro [<mailto:ari@mrsbloomsmobile.com>]  
**Sent:** Thursday, July 10, 2014 7:39 PM  
**To:** Carol Booth  
**Cc:** Oren Shapiro  
**Subject:** Mrs. Bloom's Mobile on News 12

Hi Carol, I hope all is well. News 12 did a story about Mrs. Bloom's Mobile on Wednesday. Please click on the link below:

<https://www.facebook.com/photo.php?v=1506700616209017&set=vb.1491784757700603&type=2&theater>

Oren and I are really hoping Mrs. Bloom's Mobile will receive a permit from the Village of Tarrytown. People really appreciate our concept and we would love to bring more smiles to Tarrytown!

Thanks, and have a great day.

Ari Shapiro  
Director of Marketing and Sales  
[Mrs. Bloom's Mobile](#)  
175 Clearbrook Road  
Elmsford NY 10523  
T 914.345.1700  
C 914.980.2883  
F 914.345.3125



## Mike Blau

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**From:** Ari Shapiro <ari@mrsbloomsmobile.com>  
**Sent:** Tuesday, July 22, 2014 4:21 PM  
**To:** Mike Blau  
**Cc:** Oren Shapiro  
**Subject:** Code wording

Hi,

You had asked us to forward wording from other town codes. Below is from Nyack's:

A licensed peddler or solicitor shall:

(1) Not stand or permit the vehicle, structure or tent and/or apparatus used by him/her to stand in one place for more than 10 minutes in front of any private premises without permission of the owner or the lessee of the ground or in any public place or street. Notwithstanding the foregoing, the peddler or solicitor may remain longer than 10 minutes, but only if the peddler or solicitor has received prior approval from the Board of Trustees, at a public hearing, to remain for a longer period and subject to any conditions the Board of Trustees may impose. The Board will consider requests for permission to stand in one public location for said longer periods of time, but solely on a case-by-case basis and at a public hearing, provided that the applicant's presence enhances the public welfare and community. Such approval may be revoked at any time by the Board of Trustees, without further notice or hearing.

Regards,  
Ari

TERMINATION OF AGREEMENT

THIS AGREEMENT made this <sup>Accepted</sup> 18<sup>th</sup> day of July, 2014 by and between Zeltsman Associates, Inc. d/b/a Community Markets, a New York Corporation a/k/a Down to Earth Farmers Markets, with its principal offices located at 173 Main Street, 3rd Floor, Ossining, New York 10562 (hereinafter referred to as "Down to Earth") and the Village of Tarrytown, located at One Depot Plaza Tarrytown, NY 10591, (hereinafter referred to as the "Village") (collectively, the foregoing are hereinafter referred to as the "Parties").

WHEREAS, the Parties entered into an Agreement made on March 1, 2006 whereby Down to Earth was permitted to operate a farmers' market in the Village of Tarrytown and,

WHEREAS, the Parties have determined that it would be in the best interests of the Parties to terminate the Agreement effective December 31, 2014.

NOW, THEREFORE, in consideration of Ten (\$10.00) Dollars, and other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties hereby agree as follows:

[1] The Agreement made on March 1, 2006 whereby Down to Earth was permitted to operate a farmers' market in the Village of Tarrytown will terminate effective December 31, 2014.

[2] Down to Earth shall execute and deliver to the Village a General Release in the format attached hereto as Exhibit "A".

IN WITNESS WHEREOF, the Parties have executed this instrument on the day and date first above mentioned.

Village of Tarrytown

BY: \_\_\_\_\_

Zeltsman Associates, Inc. d/b/a Community Markets, a New York Corporation a/k/a Down to Earth Farmers Markets

BY:  \_\_\_\_\_

Jon Zeltsman, President

## **Operating Plan for the Farmers Market in the Village of Tarrytown**

The Village of Tarrytown ("Village") agrees to allow Rivertowns Village Green Inc. ("RVG"), a New York not-for-profit corporation, to exclusively operate a farmers market ("Market") on the location identified below according to the operating plan set forth in this document.

Farmers markets serve important roles in their communities, including providing access to locally grown, healthy foods, educating the community on the benefits of safely grown foods and healthy diets, providing a space for neighbors to meet to exchange ideas and news, providing a source of family-friendly entertainment, and stimulating local and regional economies. RVG was formed in recognition of these important roles and with the understanding that a farmers market best serves its community when it is operated by community members, in the best interests of the community, and with input from the community's various stakeholders.

The success of the Market will rely on ongoing collaboration among RVG, the residents and businesses of Tarrytown and Sleepy Hollow, and the village administration. The roles and responsibilities of RVG and the Village are outlined below:

### **I. General Conditions**

<b>Operating Season:</b>	Memorial Day weekend through the weekend before Thanksgiving
<b>Days &amp; hours:</b>	Saturdays, 6:30 am - 4:30 pm inclusive of set-up and break down time. Market operates from 8:30 am-2pm RVG and Village will review alternate days and hours for the Market and determine the feasibility and desirability of changing the Market days and market hours prior to commencement of the 2014 season or subsequent seasons.
<b>Market location:</b>	Patriots Park, Route 9, Tarrytown, NY RVG and Village will review alternate sites for the Market and determine the feasibility and desirability of relocating the Market prior to commencement of the 2014 season or subsequent seasons.
<b>Traffic control:</b>	During Market operating hours, entrances to Market site will be blocked off to vehicles, with the exception of vendor and RVG vehicles.
<b>Term:</b>	January 1, 2014 through December 31, 2014.

## **II. Rivertowns Village Green Responsibilities**

<b>Vendor selection &amp; recruiting:</b>	RVG will endeavor to provide a mix of Market vendors reflective of the needs and interests of the community and according to its selection policies. RVG will aim to increase the number vendors from the 2013 season number of 8 vendors with the goal of increasing the number of vendors to 15 or more.
<b>Market management &amp; administration:</b>	RVG will operate the Market according to its general policies and rules, said policies and rules to be shared with the Village. RVG will engage a market manager to be its agent at the Market site during operating hours to ensure vendor compliance with general policies and rules. RVG will implement policies to encourage the participation of community merchants and organizations
<b>Vending fees:</b>	RVG, at its sole discretion, will establish a schedule of fees for market vendors and other participants. These fees will be retained by RVG and applied toward the operation and development of the Market.
<b>Insurance:</b>	<p>RVG will maintain a general business liability insurance policy naming the Village of Tarrytown as an additional insured. The policy limits will be \$1,000,000 per incident, \$2,000,000 aggregate and will be in effect for the market season.</p> <p>RVG will confirm that Market vendors maintain general and product liability insurance policies naming RVG and the Village as additional insured.</p>
<b>Rules governing processing and sale of food and agricultural products:</b>	Market vendors will be responsible for securing any licenses or permits required by county, state or federal laws and for complying with all health and safety regulations governing their products.
<b>Promotion &amp; advertising:</b>	<p>Prior to the market season, RVG will prepare a promotional plan that incorporates the variety of media, signage and strategies that it determines are appropriate to increase market attendance.</p> <p>RVG will be responsible for designing all printed materials, advertisements, banners and signs promoting the Market. All materials will be developed in accordance with RVG branding.</p>
<b>Activities &amp; Events</b>	RVG will develop a range of programming, including entertainment and educational offerings, to be presented at the Market.
<b>Clean-up:</b>	At the end of each market day, vendors will leave their areas

broom clean and remove their own rubbish. The Market Manager will make sure the entire site is left in the same condition as it was prior to the Market operation on that day.

### **III. Village of Tarrytown Responsibilities**

**Site conditions & maintenance:**

The Village will retain all responsibility for maintaining the generally safe conditions of the Market site, including but not limited to patching broken pavement and addressing other hazards that could cause injury to Market visitors. The Village will make best efforts to repair any conditions identified by RVG and, where appropriate, install barricades.

The Village will provide one trash receptacle per eight vendors for use by Market visitors. The Village will empty trash receptacles after the Market closes.

RVG will be permitted to store Market tents and tables in the maintenance shed at Patriots Park, or at such similarly secure facility near the Market site should the Market be relocated.

**Traffic control:**

Village will provide sufficient temporary barricades to prevent motor vehicle access to the Market site and separate the Market site from nearby traffic. The Village will be responsible for other appropriate traffic and safety controls if the Market is relocated to a different Village site.

**Signage:**

Village will permit signage to be placed at the two locations on Route 9 where signage is permitted, provided no other entity has requested and been granted permission to use the said location. It is fully understood that the Village cannot commit the two locations strictly for Market purposes. The signage for the specific location shall be produced, installed and removed by RVG. The Village will permit lawn type signs to be placed along streets and roadways to direct customers to the Market. The signs may be placed along the streets and roadways the morning of the Market and shall be removed after the Market has ended on that particular day. The signs shall be erected and removed by RVG. All signage must be approved by the Village Administrator, including the graphic of the signs and the number and locations of the lawn signs.

Village will erect at least four vertical banners along poles near the Market Site at no cost to RVG. Banners to be provided by RVG



and the graphic shall require prior approval of the Village Administrator.

RVG and Village shall discuss placement of street-spanning banners at appropriate locations, such as primary entrances to the Village.

**Promotion:** The Village will include information about the Market in various publications, websites, and event listings that it maintains as an information service for its residents and constituents.

The Village will permit RVG to hang posters on community bulletin boards and distribute brochures as appropriate in Village-owned buildings.

#### **IV. Amendments**

Any amendments to this Operating Plan shall be executed in writing signed by both RVG and Village.

For Rivertowns Village Green Inc.

By: 

Title: *Co-president*

Date: *12/27/13*

For Village of Tarrytown

By: 

Title: Village Administrator

Date: December 17, 2013

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## VILLAGE OF TARRYTOWN INTEROFFICE MEMORANDUM

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**RECEIVED**

AUG 20 2014

**TARRYTOWN VILLAGE CLERK**

To: Village Administrator Blau  
From: Carol A. Booth, Village Clerk *cr*  
Subject: Fire Department Membership Changes  
Date: August 20, 2014

### FIRE DEPARTMENT MEMBERSHIP CHANGES

BE IT RESOLVED that the Board of Trustees of the Village of Tarrytown does hereby approve the following Fire Department membership changes recommended at the August 19, 2014 Board of Fire Wardens meeting: Membership: Ricardo Palma has been dropped from active membership at Conqueror Hook & Ladder and Colby Klein has been dropped from active membership at Riverside House. Driver: Charlie Boyce has been approved as a driver for Consolidated Engine.

# **MEMORANDUM**

## **DEPARTMENT of PUBLIC WORKS**

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TO: Michael Blau, Village Administrator

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

DATE: September 2, 2014

RE: RFP and Bid Results

Two RFP's were sent out with return dates of August 21, 2014, one for the number stenciling of the parking spaces in the commuter parking lots and one for the paving of the Police Station Parking Lot.

Requests for proposals were sent out to five area companies that specialize in pavement markings. Of the five there were submissions from three companies.

	Lump Sum	Unit Price
Safety Markings Inc.	\$9,170.00	\$10.00
A-Plus Striping Inc.	\$4,585.00	\$5.00
Park Line Maint. Inc.	\$45,100.00	\$49.18

I have verified that the proposal from A-Plus Striping Inc. did include prevailing wages. I am also waiting on a response from A-Plus for a proposal on restriping the Village Hall Lot, the Resident Lot and also the Metro North Lot.

In order to expedite the scheduling of the stenciling we should proceed with awarding the RFP to A-Plus Striping of Glenwood, New Jersey in the amount of \$4585.00.

There were five requests for proposals sent out for the paving of the Police Station Parking Lot. Of the five there were two responses. One from P.V.S. Construction Inc. in the amount of \$38,500 and one from Benny Siniscalchi Paving Inc. in the amount of \$16,000.

There is \$25,000 in Capital Funds available for this project. It is my recommendation that this project be awarded to Benny Siniscalchi Paving Inc. of Peekskill New York in the amount of \$16,000.

On August 28, 2014 a bid was opened for the Altamont Ave Retaining Wall Project.

There was one bid submitted from ELQ in the amount of \$156,383.00. This bid was in excess of the estimated cost of the project by 100%.

I am requesting that this bid be rejected and rebid.

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

TO: Mayor Fixell and the Board of Trustees  
FROM: Michael Blau, Village Administrator  
RE: Lights and Wreaths  
DATE: September 3, 2014

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I have been sending to the Board various spreadsheets and other correspondence associated with the installation of lights (Holiday tree in Patriots Park and street trees on Main Street) as well as for the purchase of new wreaths. I have attached various documents to this memo in order to have a conversation at the Work Session as to what the Board desires in regards to both of these items, or should you require additional information to make a decision, what information you require. I realize that it is only the beginning of September, but in each case the work proposed requires some lead time. The wreaths are installed right after Thanksgiving and the tree lighting is usually the first Saturday in December.

In regards to the lights in the trees on Main Street, both proposers noted to me that they would establish an actual cost once the Village informs them of which trees the Village wants to place lights. In regards to the holiday tree in Patriots Park, one proposer submitted a cost of \$6,100 for 2,500 lights and the removal of existing lights. The other proposer submitted a cost of \$19,800 for 4,000 lights and the removal of existing lights. The explanation of why the one proposer submitted a proposal for less lights is included herewith.

I have received three responses from the Board about the wreaths. The responses are noted below:

Board Member	Size of Wreath	Number of Lights	Bow Type
Trustee Basher	3 foot	25	Velvet
Trustee McGee	3 foot	25	Velvet
Trustee McGovern	3 foot	25	Velvet
Mayor Fixell	3 foot	25	Velvet

PROPOSALS FOR LIGHTS IN TREES			
PROPOSER	EVERGREEN IN PATRIOTS PARK	STREET TREES ON MAIN STREET	TOTAL
Christmas Décor by Second Nature Lawn Care, Inc.	\$6,100 including removal of existing lights in tree	\$34,950 for 23 trees including removal of existing lights in trees	\$38,512.50*
Christmas Décor by Neave Décor	\$19,800 including removal of existing lights in tree	\$29,250 for 18 trees including removal of existing lights in trees	\$49,050

\* Discount provided for selected all tree work; credit for trade in of blue lights stored at old police headquarters; pre-pay by October 1, 2014.

WREATHS FOR DECORATIVE POLES IN DOWNTOWN COMMERCIAL DISTRICT

73 POLES - 2 WREATHS PER POLE FACING OPPOSITE DIRECTIONS

Wreath Size/# Lights/Bow Size	Cost per Wreath	Total Cost
36 Inch Wreath with 18 Warm White LED Lights and 18 Inch Velvet Bow	\$195.00	\$28,470.00
36 Inch Wreath with 25 Warm White LED Lights and 18 Inch Velvet Bow	\$210.00	\$30,660.00
48 Inch Wreath with 36 Warm White LED Lights and 24 Inch Velvet Bow	\$278.00	\$40,588.00

## Mike Blau

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**From:** Kathleen Neave <kathy@neavegroup.com>  
**Sent:** Tuesday, September 02, 2014 11:04 AM  
**To:** Mike Blau  
**Subject:** RE: Holiday Tree

4,000

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**From:** Mike Blau [mailto:MBlau@tarrytowngov.com]  
**Sent:** Tuesday, September 02, 2014 9:55 AM  
**To:** Kathleen Neave  
**Subject:** Holiday Tree

One of my Trustees asked me how many lights you have planned for the large Spruce tree.

## Mike Blau

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**From:** Lights <lights@christmasdecorNY.com>  
**Sent:** Tuesday, September 02, 2014 11:18 AM  
**To:** Mike Blau  
**Subject:** Re: Holiday Tree in Patriots Park

Approximately 2,500 bulbs on 24" spacing so we can move the bulbs around easier and not waste bulbs.

Bryan Beaudry

Christmas Decor  
PO Box 1151  
Pearl River, NY 10965

845-735-2331  
[www.ChristmasDecorNY.com](http://www.ChristmasDecorNY.com)

On Sep 2, 2014, at 9:54 AM, Mike Blau <MBlau@tarrytowngov.com> wrote:

One of my Trustees asked me how many lights you have planned for the large Spruce tree.



## Mike Blau

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**From:** lights@christmasdecorny.com  
**Sent:** Tuesday, September 02, 2014 1:33 PM  
**To:** Mike Blau  
**Subject:** RE: Large Tree in Patriots Park  
**Attachments:** 40 ft tree.jpg

Mike,

It could be that he is using standard 12" spacing. This will cause him to use significantly more lights than we would using the 24" spacing. I will use more wire with the 24" spacing but it allows me to go from branch to branch and area to area on the tree without wasting lights. It also allows me to "move" the lights around on the branches so you don't see straight lines of lights that you get with the standard 12" spacing.

I am attaching a picture of a tree that is approximately 35-40 feet tall and has 600 lights to give you an idea of the amount of lights needed vs the look that you will get.

Are there any questions with the branch wrapping of the street trees? I thought that would raise more questions than the large tree would.

Can I ask who the other bidder is? or is that being kept confidential.

Thank you  
Bryan

*Bryan Beaudry*  
*President*



PO Box 1151  
Pearl River, NY 10965

845-920-1771  
845-735-2339 fax

[www.ChristmasDecorNY.com](http://www.ChristmasDecorNY.com)

 Facebook

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

Subject: Large Tree in Patriots Park

From: Mike Blau <MBlau@tarrytowngov.com>

Date: Tue, September 02, 2014 1:17 pm

To: "lights@christmasdecorny.com" <lights@christmasdecorny.com>

Bryan – the other proposer is planning on placing 4000 lights in the tree. Any idea why so many more lights than you have proposed. I am trying to finalize for the Board of Trustees so that they can make a decision.

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

TO: Mayor Fixell and the Board of Trustees  
FROM: Michael Blau, Village Administrator  
RE: Bid for Viewing Platform  
DATE: September 3, 2014

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The Village is the recipient of a grant from the Community Benefits program established for the New New York Bridge project totaling \$49,500. The Village has issued Purchase Orders for the following items associated with the viewing platform project:

- |                      |            |
|----------------------|------------|
| • Interpretive Signs | \$2,070.00 |
| • Binoculars         | \$7,258.60 |

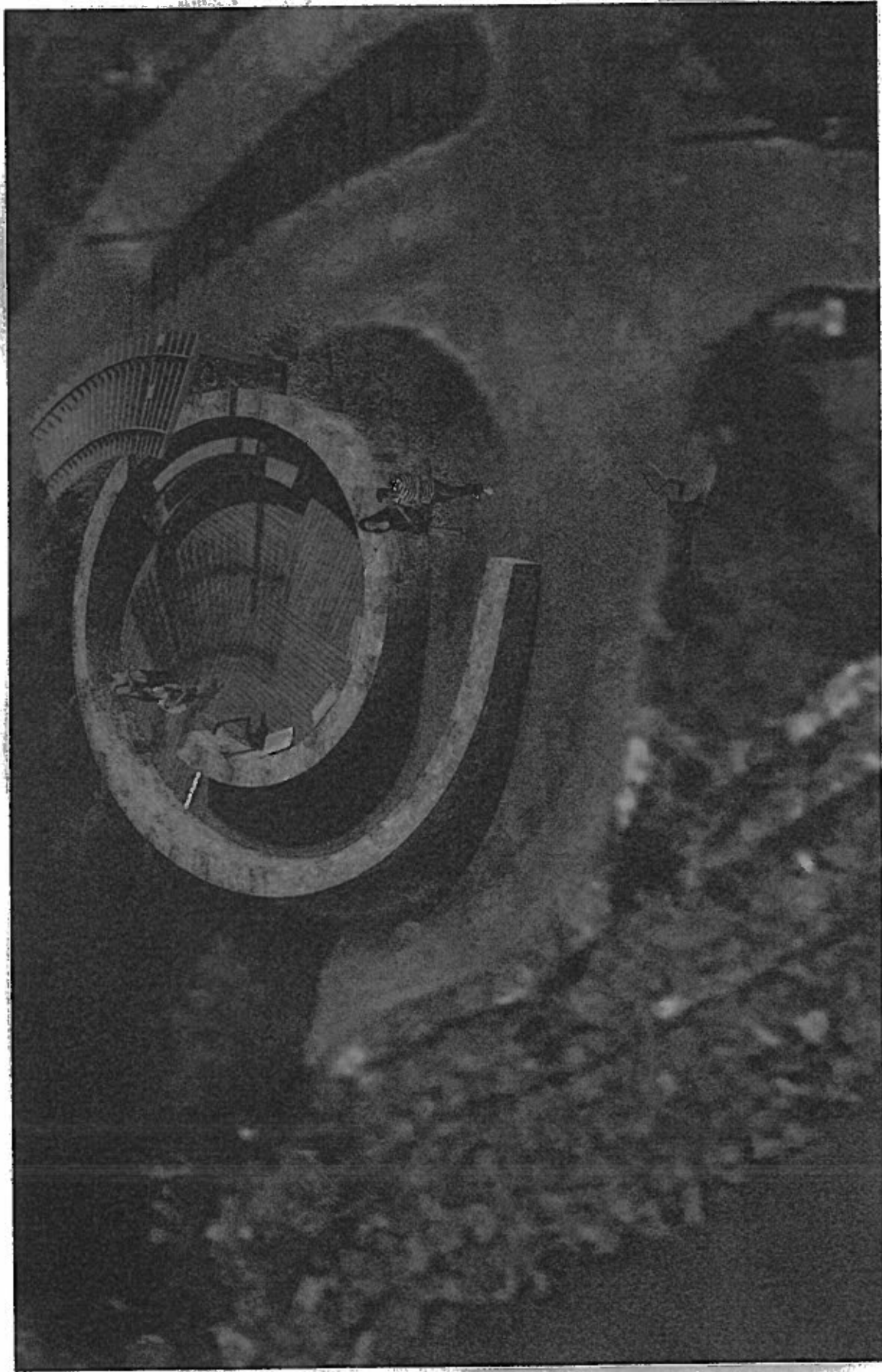
Based upon the costs associated with the items already ordered for the viewing platform, there is \$41,007.40 available for the construction of benches and the pergola for the viewing platform. Per the cost estimate established by the designer of the belvederes on the new bridge, who also designed the viewing platform, there should have been sufficient funds from the grant to cover all of the costs of this project.

Bids were opened on August 29 for the viewing platform and three bids were received, all of which exceeded the amount remaining in the grant for this work. The bids received were as follows:

- |   |           |
|---|-----------|
| • Yaboo Fence                           | \$51,290  |
| • Con-Tech Construction Technology Inc. | \$119,879 |
| • McNamee Construction Corp.            | \$114,000 |

I have communicated the bid results with the design team as well as the representatives from the bridge project. They are reviewing the design to determine what should be modified, first looking at reducing the size of the bench and the pergola. As of yesterday, the thought was to eliminate the pergola. I have included herewith the design concept so you can see what the designer is considering eliminating from the project.

It will be necessary for the Board to reject all of the bids and to rebid the project with a revised design. It is acceptable to place the resolution to reject the bids on the Board agenda?



## **GRACEMERE TRAIL PROJECT SUMMARY**

The Gracemere Trail will become an important segment of the Greenway Trail system that will connect the Old Croton Aqueduct (OCA) Trail at the Village-owned Gracemere Park with the Taxter Ridge Park Preserve, a 200-acre wilderness area in southern Westchester County that is owned jointly by the State, County, and Town of Greenburgh. The new Gracemere Trail will become part of the regional Greenway trail system that provides a link from the shared use path for bicyclists and pedestrians on the New NY Bridge (new Tappan Zee Bridge) to the OCA and various segments of the RiverWalk along the Hudson River.

Tarrytown's Gracemere Park, located along busy Broadway/ State Route 9 in the southern area of the Village, will provide a trailhead for the proposed Gracemere Trail. The new Trail will serve as an east-west extension of the OCA Trail that will connect not only to nearby national historic sites such as the Lyndhurst mansion and Washington Irving's Sunnyside estate to the west but also establish the general public's access to a wilderness landscape unique to the local area featuring natural rock ledges, woodlands, streams, wetlands, and old growth forest at the Taxter Ridge Park Preserve to the east. Compared to the other existing access points to the Preserve, the Gracemere Trail will offer a naturally scenic and appealing entryway to the Preserve by foot.

The Village negotiated public easements with private developers in order to promote connectivity between Gracemere Park and Taxter Ridge Park Preserve. The proposed project will design a safe off-road trail and accessway, signage and other amenities for hikers along the new connector Trail. The project will support recreational uses such as day hiking, long distance backpacking, jogging, interpretative signage and nature education, photography, bird-watching, as well as access to picnicking.

The Village is requesting \$5,000 from the Greenway Conservancy for a landscape architect/ planner to develop a concept plan and design for the Gracemere Trail. The Village will provide in-kind match of \$5,000 from staff and volunteers (David Auckland) to assist in the planning of the Trail.

## Mike Blau

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**From:** Martin Schneider <martyschneider01@gmail.com>  
**Sent:** Wednesday, September 03, 2014 9:28 AM  
**To:** Mike Blau  
**Subject:** Re: Gracemere Trail Board Resolution  
**Attachments:** GreenwayGracemereTrailSummary.docx

Mike,

The Gracemere Trail will become an important segment of the Greenway Trail system that will connect the Old Croton Aqueduct (OCA) Trail at the Village-owned Gracemere Park with the Taxter Ridge Park Preserve in Greenburgh. Greenway Trail planning grants are small, so Lucille estimated that \$5,000 would be sufficient. It will require a 100% cash or in-kind match from the Village. I have attached a project summary.

Marty

On Wed, Sep 3, 2014 at 9:14 AM, Mike Blau <[MBlau@tarrytowngov.com](mailto:MBlau@tarrytowngov.com)> wrote:

Marty – I am placing this matter on the BOT Work Session agenda. Do we have an idea of the cost from Lucille (\$5,000 or \$10,000)? Also, what are we connecting. I need to give this information to the BOT.

**From:** Martin Schneider [mailto:[martyschneider01@gmail.com](mailto:martyschneider01@gmail.com)]  
**Sent:** Tuesday, August 26, 2014 11:48 AM  
**To:** Mike Blau  
**Subject:** Gracemere Trail Board Resolution

Hi Mike,

I don't know if it is too early to share with the Board at a Working Group Meeting regarding the Gracemere Trail Plan project, but I have attached a sample resolution, the letter of support and overview map. Lucille Munz stated she would require less than \$10,000 for the planning work, probably around \$5,000. The project will require a 100% match--cash or in-kind.

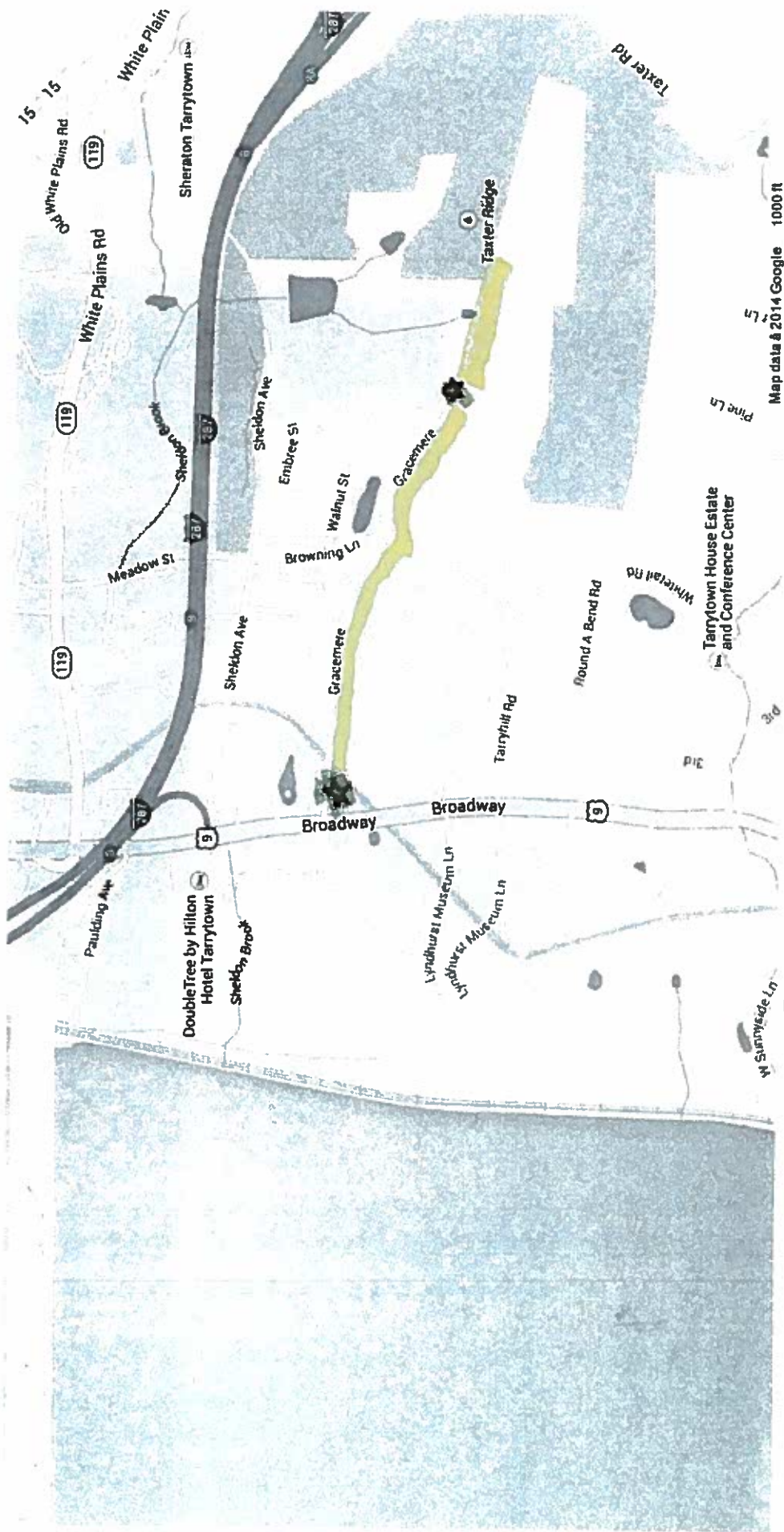
Marty

### **Hudson River Valley Greenway Grant Application**

WHEREAS, the Village of Tarrytown is applying to the Hudson River Valley Greenway for a grant under the 2014 Greenway Conservancy Trail Grant Program for a project entitled Gracemere Trail Plan to be located in the Village of Tarrytown,

WHEREAS, the grant application requires the applicant municipality to obtain the approval/endorsement of the governing body of the municipality or municipalities in which the project will be located;

NOW, THEREFORE, be it resolved that the Board of Trustees of the Village of Tarrytown does hereby approve and endorse the application for a grant under the 2014 Greenway Conservancy Small Grant Program, for a project known as Gracemere Trail Plan.



Gracemere Trail (proposed new), Tarrytown, N.Y.



# **MEMORANDUM**

## **DEPARTMENT of PUBLIC WORKS**

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TO: Michael Blau, Village Administrator

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

DATE: September 5, 2014

RE: Tree Trimming R.F.P

A request for proposal was sent out to four tree care companies. The request for proposal is to professionally trim the street trees along Main Street and No. Broadway. The request for proposal had a submission date of September 4, 2014.

Three of the four companies submitted proposals as follows:

Almstead Tree & Shrub Care Co. 15 Broadway Hawthorne, NY	\$25,080.00
Westchester Tree Life 480 King St, Chappaqua, NY	\$11,650
Bartlett Tree Experts 2240 Saw Mill River Rd Elmsford, NY	\$8,277 \$1,245 option to fertilize street trees as recommended by Company's arborist.

I am recommending that this request for proposal be awarded to Bartlett Tree experts for trimming the street trees in the amount of \$8,277.

I am also recommending that the option for fertilization of the street trees be reviewed by the Tree Commission for their approval before awarding this option.