

**VILLAGE OF TARRYTOWN  
BOARD OF TRUSTEES  
WORK SESSION 6:00 P.M.  
WEDNESDAY, AUGUST 13, 2014  
Tarrytown Village Hall  
One Depot Plaza, Tarrytown, New York**

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**Board of Trustees Concerns**

**Open Session**

1. Tarrytown Lakes – Add Alternate Site Improvements
2. Metro-North – Hudson Line Substation Upgrade, A-25 Tarrytown
3. Fire Apparatus Consultant – Consolidated Engine
4. Parking Meters – North Washington Street
5. Fire Department Membership Changes
6. Village Justice Court Audit
7. Alterations to Riverside Firehouse Bid
8. Agreement Thruway Authority – Cameras
9. Old Police Station Roof Bid
10. Camp Counselor Replacement
11. H-Bridge
12. Zoning Amendment Request – 828-832 South Broadway
13. RiverWalk Extension – Losee Park

**Executive Session**

- 1A. Tax Certiorari
- 2A. Extension of Taxter Ridge Park

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

TO: Mayor Fixell and the Board of Trustees  
FROM: Michael Blau, Village Administrator  
RE: Tarrytown Lakes Trail  
DATE: July 30, 2014

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At a previous Work Session, in response to a question regarding the status of the Tarrytown Lakes Trail, I noted that there was an issue regarding the renovation of the bridge on the trail and that the Village staff and the consultant on the project were working on addressing that issue. When the beams on the bridge were ultimately exposed by the contractor, it was determined that the plan for the renovation of the bridge would not work and the Village thereafter contacted a structural engineer to develop concepts for the renovation of the bridge. In response to the concepts from the structural engineer, Luna Construction has provided three options and costs for each option to address the bridge on the trail (see attached email from Steve Yarabek marked up by Mike McGarvey). In addition, it was determined that based upon the slope near the bridge, a railing should have been included in the specification to provide a safer condition by the bridge.

The Village received a grant from the NYS Department of State for \$100,000 for the trails project and the Board appropriated \$100,000 for the project. The bid for the project was \$177,606, which included a bid amount of \$22,400 for the bridge work that was included in the bid document. The consulting services for the bridge project, per the authorized agreement, are \$22,300. Based upon the additional costs on the attached sheet from the Village Engineer, I have prepared the following costs versus funding comparison. Please note that the Village Engineer has been an integral part of the review process for the bridge redesign as well as the plans for the railing.

**FUNDING**

NYS Grant	\$100,000
<u>Village</u>	<u>\$100,000</u>
Total	\$200,000

**COSTS**

Contractor Bid	\$177,606
Design Consultant	\$ 22,300
Structural Engineer	\$ 3,500
Price of Bridge per Structural Engineer Specification	\$ 56,000
Price of bridge in original bid	(\$ 24,000)
<u>Railing</u>	<u>\$ 12,000</u>
Total	\$247,406

In order to complete this project I would need the Board to authorize the additional work and to appropriate additional funds for the project.

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

TO: Mayor Fixell and the Board of Trustees  
FROM: Michael Blau, Village Administrator  
RE: Metro North Railroad Construction of New Substation  
DATE: July 23, 2014

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At a previous Work Session, I brought to the attention of the Board that MNRR was planning to construct a new substation near Green Street and the entrance to the parking lot on the south side of Losee Park. In order to construct the substation, the railroad will need to utilize Green Street and will be placing asphalt on the parking area on Green Street next to the Losee Park fence to direct traffic onto this new pavement during construction. The Board agreed to the use of Green Street provided MNRR paves the entire parking area next to the Losee Park fence. I conveyed that to Mark Mannix, Director of Government Relations who went back to MNRR to seek such an approval. I was contacted by Mr. Mannix who informed me of the following:

- The old substation which will be replaced was flooded during Hurricane Sandy.
- The replacement substation is being replaced utilizing Hurricane Sandy mitigation funding administered by the Federal Transportation Administration.
- This funding can only be used for transportation infrastructure and work must be limited to the area of construction. MNRR cannot perform work outside of the limits of construction using the FTA funds.
- The additional area to the north that the Village wanted paved is outside of the area of construction.

Based upon the foregoing, the Village can either demand that the work be completed using other funds which are not connected to the Hurricane Sandy FTA monies or accept that only half of the area will be paved by MNRR and perform the remainder of the work through a contractor hired and paid for by the Village.

I have attached herewith all of the information provided by MNRR and previously furnished to the Board.



May 20, 2014

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

RE: **Hudson Line Substation Upgrade, A-25 Tarrytown**

Dear Mike:

On October 18, 2013, a site visit was held with you, our Senior Facility Engineer and me near Green Street in the Village of Tarrytown to review the location of the new traction power substation at Tarrytown, and to discuss Metro-North's temporary use of Green Street and adjacent property for the construction work area. The new substation will replace the current one that flooded during Superstorm Sandy and will be approximately 22 feet above grade as compared to the existing substation that stands at 19 feet.

The substation will be located on the railroad right-of-way east of Green Street on the west side of the tracks, south of the Tarrytown Station. This letter confirms our understanding that during construction, approximately 340 feet of Green Street will be closed to traffic and a temporary roadway will be constructed west of Green Street to accommodate vehicular traffic. This will allow local traffic patterns to be maintained and creation of a safe work area for the substation construction. There will be no impact to traffic as a result of the temporary roadway. After the construction is completed, Green Street will be re-opened, the temporary roadway will be closed and the disturbed area of the temporary roadway will be restored. Before Green Street is re-opened, Metro-North will also repave Green Street from the yacht club to the south through the construction area. Attached is the contract drawing #C1101, showing the proposed limits of the new street asphalt paving.

The approximate commencement date of work is the second quarter of 2015. Metro-North will provide advance notice before work begins. It is estimated that the duration of the project will be ten months. Because this is related to a SANDY federal funding source, there is extensive oversight on the expenditures of these funds by the FTA.

Village of Tarrytown  
May 20, 2014

Please feel free to contact me at (212) 340-3024, if I can be of further assistance.

Sincerely,

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Mark Mannix  
Senior Director, Corporate & Public Affairs

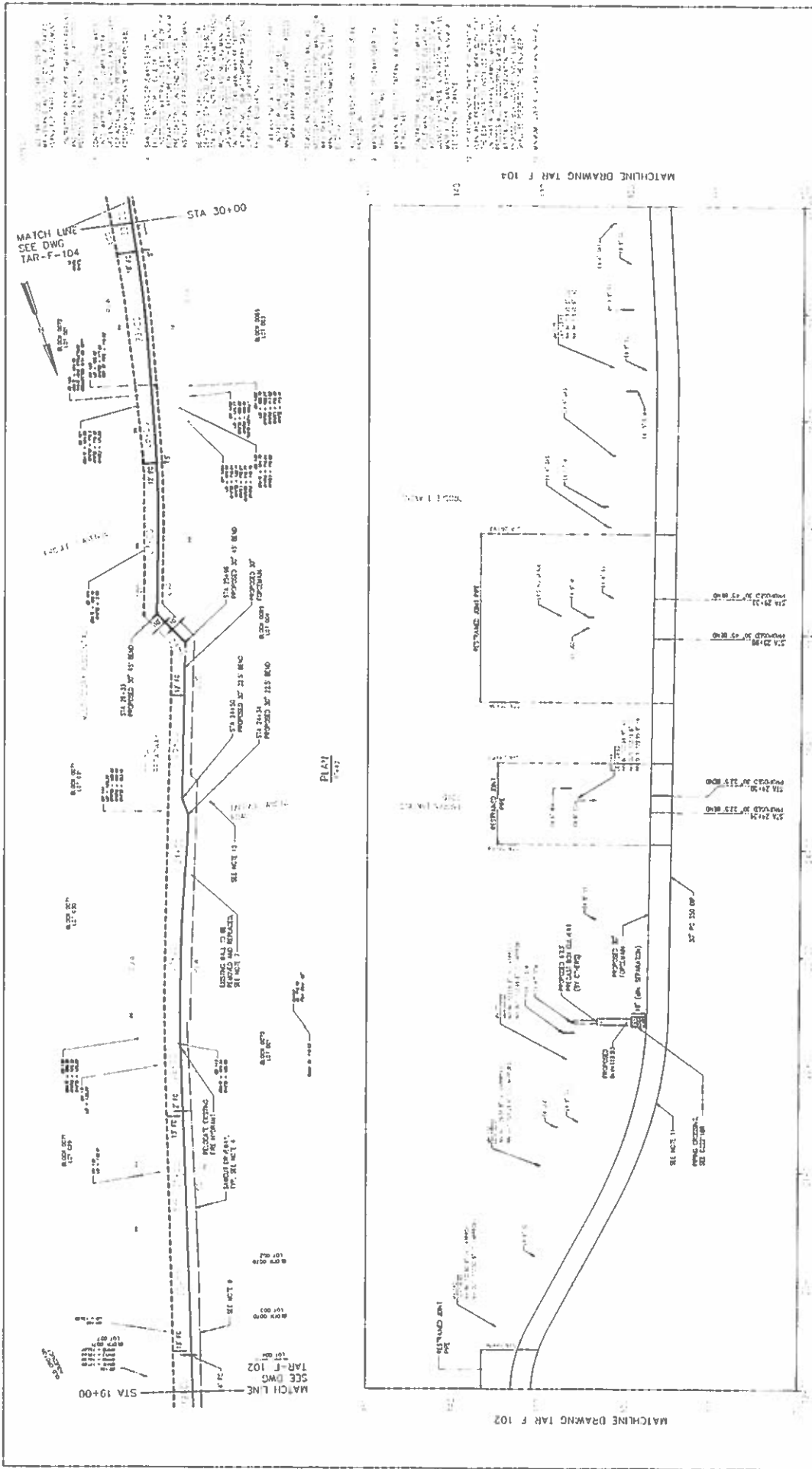
Agreed and Accepted to:

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Michael Blau, Village Administrator

Attachment

cc: R. Benitez  
J. Gillies  
T. Ritz  
M. Loney  
M. Depasquale  
J. Harrington  
File



**HAZEN AND SAWYER**  
Environmental Engineers & Scientists  
445 W. 11th St., New York, N.Y. 10011-1001

**WESTCHESTER COUNTY, NEW YORK**  
**DEPARTMENT OF PUBLIC WORKS AND TRANSPORTATION**  
SEWER DISTRICT, TARRYTOWN, NEW YORK  
PUMP STATION REPAIRS AND UPGRADES

**PROJECT CHAIRMAN**  
NAME: \_\_\_\_\_ DATE: \_\_\_\_\_

**CONTRACTOR**  
NAME: \_\_\_\_\_ DATE: \_\_\_\_\_

**RECORD DRAWING CERTIFICATION**  
AS BUILT CHANGES AS NOTED  
AS BUILT NO CHANGES

**REVISIONS**

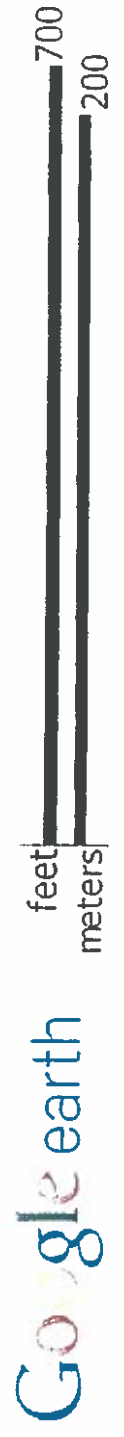
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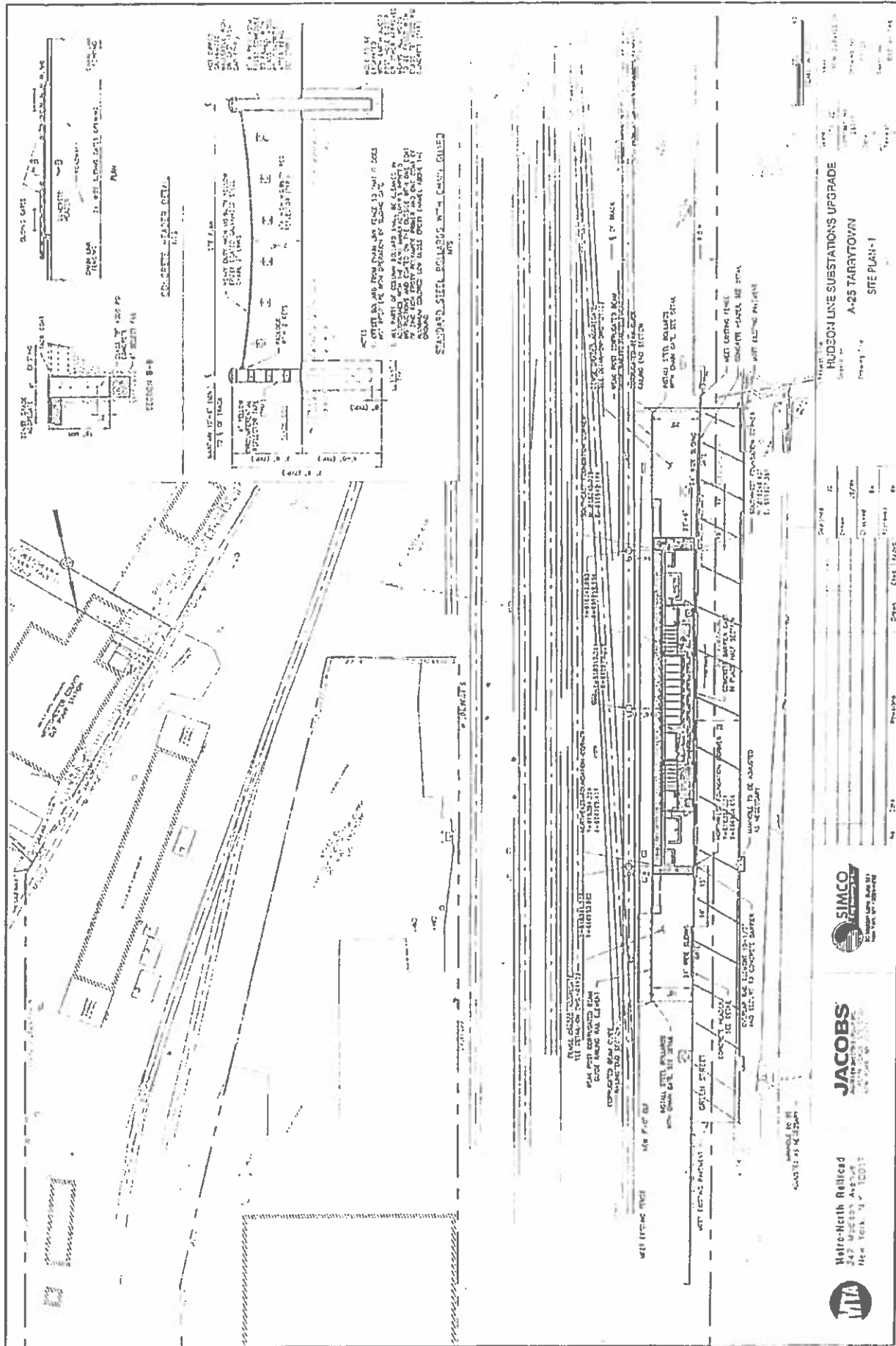
# TARRYTOWN SUBSTATION AREA TO BE PAVED



6/3/2014

AREA TO BE PAVED





**JACOBS**  
 1000 AVENUE OF THE STARS  
 SUITE 1000  
 WASHINGTON, DC 20004

**Metro-North Railroad**  
 247 WESTERN AVENUE  
 NEW YORK, NY 10017



**HUDSON LINE SUBSTATIONS UPGRADE**  
**A-25 TARRYTOWN**  
**SITE PLAN-1**

NO.	DESCRIPTION	DATE	BY	CHECKED	DATE
1	ISSUED FOR PERMIT	10/1/01	JAC	WJS	10/1/01
2	REVISED FOR CONSTRUCTION	10/1/01	JAC	WJS	10/1/01
3	REVISED FOR CONSTRUCTION	10/1/01	JAC	WJS	10/1/01
4	REVISED FOR CONSTRUCTION	10/1/01	JAC	WJS	10/1/01
5	REVISED FOR CONSTRUCTION	10/1/01	JAC	WJS	10/1/01



**March 25, 2014**

**Michael Blau  
Village Administrator  
Village of Tarrytown  
Tarrytown, NY**

**Re: Proposal for Apparatus  
Specifications**

**Dear Mr. Blau:**

**In accordance with your recent request attached please find our proposal for engineering services to assist the Village of Tarrytown and the Tarrytown Fire Department with the preparation of bid specifications, review of bid proposals and conducting engineering conference and inspections for a new Engine apparatus.**

**Our proposal outlines the scope of services and a firm cost to provide all of the required work and travel expenses to your location for the duration of the project. Should you have any questions with this material please feel free to contact me at any time.**

**Thank you for the opportunity to offer our services to work with the Village of Tarrytown on this important project for the Fire Department.**

**Very Respectfully,**

**Michael Wilbur**



**Proposal for the Village of Tarrytown, New York**  
**Fire Apparatus Specification Development and Bid Review**

**Proposal:**

**1.0 The Tarrytown Fire Department will supply Emergency Vehicle Response with a set of Custom Engine Specifications. Emergency Vehicle Response will review the specifications for compliance with the National Fire Protection Standard 1901-Automotive Fire Apparatus as well as current manufacturing practices and design criteria for this type of vehicle.**

**2. 0 The specifications will be revised as necessary to provide the appropriate technical language to allow competitive bidding and provide any components which would improve the safety and operational characteristics of the apparatus within the operating parameters established by the Fire Department.**

**3.0 Upon receipt of the bid proposals by the Village copies of all pertinent bid documents including bid response, blueprints, required technical documentation and certification of components shall be supplied to Emergency Vehicle Response. This material will be reviewed for compliance with the published specifications with a written report submitted to the Village and Fire Department outlining the findings of this analysis. Emergency Vehicle Response will be available during this period for any required conference calls to obtain the necessary information and to assist the Fire Department, apparatus committee and responsible Village officials through the bidding process.**

**Proposal for the Village of Tarrytown, New York**  
**Fire Apparatus Specification Development and Bid Review**

**4.0 After review of the bid proposals Emergency Vehicle Response will meet with the appropriate Village Board Members and Fire Department officers to discuss in person the results of our analysis and comments covering this project. This meeting will be conducted in the Village at a mutually convenient time and place for both parties.**

**5.0 Engineering Costs:**

**Following are the costs for engineering services to perform the evaluation in accordance with sections 1.0 through 4.0:**

**Six thousand five hundred dollars (\$6500.00)**

**Payable upon receipt of the review of the bid proposals and meeting conducted with the Fire Department and Village officials.**

**6.0 Travel Costs for Engineering Conference and Inspections: (Optional Work)**

**Emergency Vehicle Response will assist in conducting the engineering conference and the final inspection on the completed apparatus at the location of the successful bidder. Written reports will be submitted covering the changes made and any discrepancies noted during the inspection process.**

**Travel costs to conduct the engineering conference and final inspection for airfare (where the successful bidder is more than 300 miles from the Village and hotel would be the responsibility of the Village. The cost for these services if desired, are nine hundred dollars per day (\$900.00) plus travel expenses.**

**This proposal is acceptable to the Village of Tarrytown in witness thereof. The Village of Tarrytown and Emergency Vehicle Response execute this agreement in accordance with the attached terms.**

\_\_\_\_\_  
**Village of Tarrytown**

**Date:**

\_\_\_\_\_

\_\_\_\_\_  
**Emergency Vehicle Response**

**Date:**

\_\_\_\_\_

# **EMERGENCY VEHICLE RESPONSE**

## **CONSULTING REFERENCES**

**Chief Charles Jordan  
Rockland Fire Department  
118 Park Street  
Rockland, Me 04841  
207-594-0318**

**Apparatus and Fleet Evaluation  
Apparatus Specifications  
January 2005 – To the Present**

**Chief James Brodrick  
Rowley Fire Department  
27 Old Rowley Road  
Newbury, Ma. 01951  
978-948-3812**

**Fire Protection Study  
January 2002  
Ongoing**

**Asst. Chief Greg Gulick  
Bushnell's Basins Fire Dept.  
661 Kreag Road  
Pittsford, New York 14534  
585-747-8931**

**Apparatus Consulting  
KME Aerial Tower  
2011**

**Captain Homer Robertson  
Fort Worth Fire Department  
2920 West Bolt Street  
Fort Worth, TX 76110  
817-279-3323**

**Training Consultant  
Ongoing**

**Chief Janet Morgan  
Woodbury Fire Department  
P.O. Box 369  
Woodbury, CT. 06798  
203-263-3100**

**Fire Protection Study  
October 2004  
Apparatus Specifications  
Ongoing**



## **Mechanicstown Fire District-Mechanicstown, New York**

### **Pumper Bid Specification Review**

**Overview:** Emergency Vehicle Response was contracted by the Mechanicstown Fire District for the purpose of reviewing the bid specifications for a custom pumper for the Mechanicstown Fire District. The intent was to insure competitive bidding, compliance with National Fire Protection Association 1901 Standards and to improve the safety and operational characteristics of the proposed apparatus.

This work included a review of the two bids submitted by KME Fire Apparatus and Seagrave Fire Apparatus on May 22, 2013 discern the various areas where the proposals were in full compliance with the published specifications. The analysis of each of the bidder's proposals is incorporated within this document and describes the financial and technical merits of each bid for consideration by the Fire Department and Board of Fire Commissioners for the Mechanicstown Fire District.

### **Bid Review Comments:**

Following is a summary of each of the two bidder's proposals in order of their pricing and their compliance with the published Fire District specifications. The specifications were developed around a Seagrave Marauder II four door cab custom chassis, with a 1500 gpm top mount control fire pump, 750 gallon water tank and a stainless steel compartment body. Due to the relatively short wheelbase and top mount pump panel controls Seagrave noted in their bid submission that the weight balance for the apparatus was not ideal and offered an alternative for a longer cab which would provide the appropriate weight balance for an apparatus of this design. KME did not note any issues with the vehicle dimensions as requested other than the overall height of their apparatus would exceed 11 feet at 133.50 inches over the ladder rack.

Both bidders noted exceptions with their proposal to the Fire District specifications due to the specific design of their vehicles. It should be noted that KME did offer a stainless steel cab and body constructed of 3CR12 stainless steel. This material has been utilized by Seagrave Fire Apparatus for a number of years and with the award of FDNY pumpers to KME last year they are in the process of designing and constructing a 3CR12 cab to meet the specific requirements of the FDNY specification.

## **Mechanicstown Fire District Pumper Bid Review**

**The initial bid numbers for each of the three bids were as follows:**

**KME Fire Apparatus: \$531,376 dollars with a KME Predator Severe Service cab  
Option price of \$4500 dollars for a three year warranty**

**Seagrave Fire Apparatus: \$647,630 dollars for a Seagrave Marauder II cab model TB-50CN  
Option price of \$7000 dollars for a three year warranty  
Option price of \$2710 dollars for a 141.00 inch long cab with an  
18.00 inch walkway**

### **KME Fire Apparatus:**

**The bid from KME Fire Apparatus of Nesquehoning, Pennsylvania came from a factory direct representative that offered to supply a Predator Severe Service model pumper with a formed stainless steel body for a cost of \$531,376 dollars. The quoted delivery time was 300 calendar days after contract.**

**The principal dimensions for the KME pumper are as follows:**

**Wheelbase: 193.00 inches**

**Overall length: 382.00 inches**

**Overall height: 133.50 inches**

**Cab length: 133.50 inches**

**Pump panel width: 48.00 inches**

**Overall length of body: 147.00 inches**

**Rear step depth: 24.00 inches**

**Width of body: 100.00 inches**

**Hose bed height: Not indicated on print**

**These dimensions are within the parameters set forth in Section 9.1 of the District specifications with the exception of the pump panel width which is 4.00 inches wider and the overall height which is 11.50 inches higher than requested. KME did not indicate on the blueprint submitted with their proposal the angle of approach, angle of departure or the height of the rear hose bed from the ground to the bottom of the hose bed. Due to the wider top mount pump enclosure KME has located the Harrison hydraulic generator over the fire pump along with the electric cable reel and deck gun. The hose bed would be 80.00 inches long two (2) of the requested 2.50 inch discharges located at the top, front of the hose body. The hard suction hose would be located one (1) on each side of the body with the Fire Research Spectra lights mounted on the body above the hard sleeve.**

## **Mechanicstown Fire District Pumper Bid Review**

With their bid proposal KME noted twenty seven clarifications and exceptions to the District specifications. Several of these were minor in that they identify engineering and manufacturing differences in the cab and chassis, however KME noted that they are not providing the cab compartments requested on the left and right side of the cab behind the forward doors and a Zico two arm ladder rack in lieu of the manufacturers' built hydraulic ladder rack assembly. KME supplied with their bid a weight analysis, electrical load analysis and blueprint of the apparatus as proposed for review.

The weight analysis submitted by KME listed the following information based upon their unit with a 193.00 inch wheelbase:

Front axle rating: 23,000#

Rear axle rating: 27,000#

In service front axle weight: 17,579#

In service rear axle weight: 22,855#

Front axle percentage: 43%

Rear axle percentage: 57%

The significance of the bidders proposal is to find any other areas of concern that were not properly listed and noted as an exception or clarification that could either impact the performance of the vehicle or those that would not be considered as an "OR EQUAL" component with respect to quality, safety or cost impact on the apparatus design.

A review of the KME proposal noted twenty five areas of the specification where dimensional requirements were not met, the incorrect models of components were being supplied or where no clarification was noted with the proposal and other components were being supplied or not included within the bid documents.

1. The KME stainless steel cab should be considered as a prototype cab as there have been a limited number of cabs produced by KME using this material. The cab testing certification included with the proposal was dated September 22, 2003 which pre-dates any of the Predator Severe Service cabs built in stainless steel.
2. The KME bid submission did not include a seating arrangement for the cab as well as the requested dimensions for the angle of approach, angle of departure and rear hose bed height from the ground.
3. The chassis frame rails for the KME are constructed of 110,000 psi steel in place of the requested 120,000 psi yield strength, a section modulus of 18.396 compared to the requested 21.7 inches cubed and a RBM of 2.023,560 inch pounds compared to the requested 2,601,600 inch pounds.

### **Mechanicstown Fire District Pumper Bid Review**

- 4. The front bumper thickness is noted at .375 inch thick steel with a .25 inch reinforcement compared to the .25 inch thick bumper with .375 inch reinforcement with 2.00 inch flange dimension listed in the District specifications.**
- 5. The front bumper hose wells are not shown and detailed on the blueprint submitted with the proposal.**
- 6. KME is proposing a 1200 cubic inch auxiliary air tank with a total of 5900 cubic inches in the air brake system. The District specifications called for a 1770 cubic inch auxiliary air tank.**
- 7. The KME specifications did not detail the specifics of the cab front, rear and roof roll cage style construction for the stainless steel cab.**
- 8. The raised roof area in the crew cab with the KME Predator cab provides for 63.50 inches of headroom compared to the 67.00 inches requested in the District specifications.**
- 9. As noted in the KME proposal they are not supplying the left and right side cab compartments and are supplying tinted windows in their place.**
- 10. The officer's side cab down view mirror is not listed within the KME bid proposal or shown on the blueprint submitted.**
- 11. KME is providing ABTS style seats for the four (4) seats in the crew cab area. The District specifications requested all seats to have IMMI Ready Reach belts with female extensions. This seat design does not meet the intent of the specifications.**
- 12. The two Whelen LED light bars mounted over the crew cab doors on the raised roof section would be the highest point on the forward end of the pumper and susceptible to damage from low hanging branches and other objects.**
- 13. The Fire District specifications noted that the framework and support structure for the fire pump should be constructed of stainless steel. The KME proposal on page 71 does not address the material for the pump enclosure.**
- 14. The Fire District specifications on page 78 call for the panels on the fire pump enclosure to be fabricated from 14 gauge brushed stainless steel and then treated with Black color Line-X material. The KME proposal on page 84 notes that the fire pump panels would be constructed of .125 inch aluminum material and cover with Line-X material.**
- 15. The KME specifications do not include the grip strut non-slip insert on the top mount pump panel walkway area.**
- 16. The District specifications requested a clear coated Zolatone finish for the inside of the walkway compartments. The KME proposal does not mention the inside finish for this area on page 71 of their proposal.**

## **Mechanicstown Fire District Pumper Bid Review**

- 17. The District specification requested three (3) Tecniq LED style lights for the top mount pump panel area. The KME proposal on page 85 lists six (6) Weldon #2630 halogen lights.**
- 18. The Fire District specifications on page 91 requested the two (2) front discharges to be plumbed with 2.00 inch and 2.50 inch piping. The KME proposal on pages 80 and 81 details that these discharges would be supplied with 2.00 inch piping.**
- 19. The District specifications on pages 94 and 95 required two (2) 2.50 inch discharges on the rear body on each side for a total of four (4) discharges for use with preconnected attack lines. The KME proposal on pages 77 and 78 provides only two (2) 2.50 inch discharges.**
- 20. The Fire District specifications on page 89 require all individual discharge gauges to be 3.50 inch diameter in size. KME is proposing 2.50 inch diameter pressure gauges.**
- 21. The District specifications on page 109 calls for the interior compartment finish to be clear coated Zolatone for the seven (7) body compartments. KME is proposing Multispec #7247 White Marble Stone paint for the body compartments. This does not meet the intent of the specifications.**
- 22. The KME proposal on page 102 does not list the manufacturer of the floor mounted slide trays. On Scene Solutions slide trays were listed in the District specifications.**
- 23. The District specifications on page 115 requested formed aluminum tread plate steps to access the rear body. The KME blueprint submitted shows four (4) folding steps at the rear body.**
- 24. The ground ladders required in the specifications were a 16 foot roof ladder and two section 28 foot extension ladders. The KME proposal on page 109 lists a 14 foot roof ladder and a 24 foot, two section extension ladder.**
- 25. The specifications requested that the chassis frame rails and other mounted components be painted job color. The KME proposal on page 112 calls for the chassis frame to be painted black.**

### **KME Summary:**

**The KME Fire Apparatus proposal offered a comparable custom cab and chassis in most respects; however, the bid proposal did not address a number of exceptions or clarifications that should have been called out in accordance with the requirements of the specifications. While KME took the time to note that they complied with each paragraph within the 132 pages of the District specifications, there were a number of areas that have been identified as not being in compliance with the intent of the specifications.**

**The cost difference between the KME and Rosenbauer apparatus with the inclusion of the inspection trips noted is \$116,254 dollars. Of this amount \$12,000 dollars included with the Seagrave bid is allocated for the required engineering and final inspection trips.**

## **Mechanicstown Fire District Pumper Bid Review**

### **KME Summary:**

Based upon the number and relative importance of each of the exceptions and clarifications noted and found within the KME proposal, the Board of Fire Commissioners and the departments apparatus committee should determine the merits of the noted exceptions and those found as a result of the bid review. The fact that KME does not have a demonstrated track record with the stainless steel cab being proposed would be cause for concern on a contract award.

### **Seagrave Fire Apparatus:**

The bid from Seagrave Fire Apparatus located in Clintonville, Wisconsin was submitted by Hudson Valley Fire Equipment of Brewster, New York. This bid offered to provide a Seagrave Marauder II model TB-50CL pumper for a cost of \$647,630 dollars. The stainless steel cab and stainless steel body is in generally full compliance with the Fire District specifications as the design was developed along these lines. The quoted delivery time was 280 calendar days after contract.

The principal dimensions for the Seagrave apparatus are as follows:

<b>Wheelbase:</b>	<b>190.00 inches</b>
<b>Overall length:</b>	<b>370.00 inches</b>
<b>Overall height:</b>	<b>127.25 inches</b>
<b>Cab length:</b>	<b>131.00 inches</b>
<b>Pump panel width:</b>	<b>40.00 inches</b>
<b>Overall length of body:</b>	<b>146.00 inches</b>
<b>Rear step depth:</b>	<b>24.00 inches</b>
<b>Width of body:</b>	<b>98.00 inches</b>

All of these dimensions are within the criteria range listed on page 12 of the District specifications with the exception of the overall travel height. As noted on a revised blueprint the highest point on the vehicle is the folding ladder mounted on the ladder rack at 127.25 inches, an increase of 5.25 inches over the requested maximum height of 122.00 inches.

Seagrave listed four exceptions to the District specifications to address that the Federal Q-2B siren could not be recessed into the front bumper due to the front hose wells and air horn position. Seagrave also could not provide the right side hose well due to the stacked diesel particulate filter and selective catalytic reduction components for the engine. They also took exception to the On Scene Solutions slide trays and offered aluminum Slidemaster assemblies.

## **Mechanicstown Fire District Pumper Bid Review**

Due to the Seagrave three arm hydraulic ladder rack the two (2) sections of hard sleeve are both mounted on the left side of the body above the compartments. Based upon the blueprint submitted this design does not allow any room for the two Fire Research Spectra lights which were included with the proposal. With the 40.00 inch wide top mount pump enclosure Seagrave has located the electric cable reel and deck gun over the fire pump with the Harrison generator mounted on top of the upper portion of the water tank. With the adjacent ladder rack the generator is close to the highest point on the vehicle at the rear portion of the apparatus.

The weight analysis submitted by Seagrave listed the following information:

<b>131 inch cab with 23 inch walkway:</b>	<b>141 inch cab with 18 inch walkway</b>
<b>Front axle rating: 22,800#</b>	<b>Front axle rating: 22,800#</b>
<b>Rear axle rating: 27,000#</b>	<b>Rear axle rating: 27,000#</b>
<b>In service front axle weight: 17,529#</b>	<b>In service front axle weight: 19,776#</b>
<b>In service rear axle weight: 26,354#</b>	<b>In service rear axle weight: 26,264#</b>
<b>Front axle percentage: 39.9%</b>	<b>Front axle percentage: 42.9%</b>
<b>Rear axle percentage: 60.1%</b>	<b>Rear axle percentage: 57.1%</b>

These weight estimates were based on a full crew of six personnel and 2500 pound of equipment. The District specifications requested that the weight analysis be conducted with an equipment payload of 2000 pounds. Seagrave made a statement concerning the handling of the apparatus due to the light weight on the front axle. While a 22,800 pound rated front axle and suspension were called for in the specifications together with 425/65R 22.5 tires rated at 24,400 pounds the front suspension on the apparatus is overbuilt based upon the Seagrave weight estimate with the 131.00 inch long cab.

A review of the Seagrave bid proposal and supporting documentation has revealed the following items which should be addressed and clarified in writing. While some of these items may be addressed at an engineering conference prior to building of the apparatus, these issues are noted for consideration by the Board of Fire Commissioners:

1. The Fire District should request a revised weight analysis from Seagrave based upon an apparatus with an equipment load of 2000 pounds. A comparison of the two Seagrave cabs would indicate that the 141.00 inch long cab is 1560 pounds heavier than the 131.00 inch cab and that the 146 pounds allocated for the cab compartments and 249 pounds for the 2010 engine components were only listed with the 141.00 inch long cab analysis. This area should be clarified as the longer cab requires a longer wheelbase with this top mount pumper measuring 30 feet 10 inches with the present configuration.

## **Mechanicstown Fire District Pumper Bid Review**

- 2. The actual angle of approach and departure should be determined as the blueprint shows the eight degree minimum required by NFPA 1901.**
- 3. The right side bumper tray is raised two inches and trimmed with aluminum tread plate. The Seagrave specifications list a capacity of 60 feet of 1.75 inch hose, the Fire District specifications required 150 feet of 1.75 inch hose. Both front bumper hose wells should be raised to permit the required 150 feet and 200 feet of 1.75 inch attack line in each hose well. If required for hose capacity which is critical the bumper extension may have to be increased to permit the appropriate size hose wells. This area would require discussion at the engineering conference.**
- 4. The required appropriate front axle rating and tires will need to be verified based upon a revised and correct weight analysis. For example 315/80R 22.5 tires rated at 20,000 pounds may be adequate for the intended front axle load and have a narrow profile when compared to the 425/65R 22.5 tires, improving the vehicle turning radius and front cramp angle.**
- 5. Consideration should be given to deleting the Linex covered aluminum overlay at the back of the cab. The sealing of the aluminum material along the edges of the cab over a period of time will cause corrosion and would become a maintenance issue.**
- 6. The two (2) Whelen Micro Pioneer lights at the front of the hose bed should be deleted at these would be blocked when the forward hinged aluminum tread plate hose bed cover is in the raised position when loading hose. These lights could be replaced by a ROM or Amdor LED strip light mounted under the lift up aluminum tread plate cover.**
- 7. The pressure range on the individual discharge gauges should be changed to 0-400 PSI as there is no reason to have compound gauges on discharge outlets.**
- 8. The Fire District should confirm that each of the two (2) Hale Master Intake Valves will be supplied with manual hand wheels, one (1) on each valve to override the valve in case of an electrical failure.**
- 9. The Fire District should determine which pump discharges will be foam capable as the description listed on page 91 of their proposal is unclear.**
- 10. With respect to the hydraulic ladder rack, when fully nested the rear arm is going to block a portion of the right side warning and scene lights. This area will require a false wall panel behind the ladder rack arm to enable the three (3) lights to be mounted on this vertical panel.**
- 11. With respect to the alternative SlideMaster aluminum slide offered by Seagrave some technical information is required to determine if this is an acceptable equivalent to the On Scene Solutions noted here:  
<http://onscenesolutions.com/Assets/ProductDocs/82%20Series%20Slide%20-%20Profile%20Schematic.pdf>**

## **Mechanicstown Fire District Pumper Bid Review**

12. The mounting location for the left side Fire Research Spectra SPA100-K20 lights will need to be determined due to the position of the hard sleeves above the body compartments.

13. No folding steps are needed on the right front corner of the apparatus body, the Seagrave print depicts two (2) steps in this area.

### **Seagrave Fire Apparatus Summary:**

The Seagrave proposal was complete in most respects to address the requirements listed in the Fire District specifications. The areas noted in this summary should be reviewed and discussed prior to award of any contract to clarify in particular the front axle weights and estimated in service weight of the apparatus with personnel, hose and equipment.

### **Overall Comments**

The Board of Fire Commissioners and Fire Department officials should carefully consider the findings and analysis of each bidder's proposal contained with this report. As a result of the bid process the District received two proposals with initial prices that varied considerably. The KME proposal for a stainless steel cab pumper apparatus while generally compliant lacked detail in several areas with a cab design that is not in extensive use at this time.

Once a successful bidder is chosen Emergency Vehicle Response offers the following recommendations for consideration to the Fire District:

1. Any noted exceptions with the successful bidder should be resolved in writing with review and approval by all parties prior to contract. This specifically applies to any noted critical vehicle weight ratings and component locations.
2. Emergency Vehicle Response will be happy to respond via e-mail or conference phone call to discuss the results and comments contained within this report. The comments and recommendations contained within this document are solely those of Emergency Vehicle Response and have not been influenced by any outside party or individuals.

Tom W. Shand  
Emergency Vehicle Response  
May 30, 2013

Lisa Carroll  
Six Cedar Street  
Dobbs Ferry, NY 10522

July 17, 2014

Mayor Drew Fixell  
One Depot Plaza  
Tarrytown, NY 10591

**RECEIVED**

JUL 25 2014

**TARRYTOWN VILLAGE  
ADMINISTRATOR**

Dear Mayor Fixell,

I am writing with a request to remove three (3) parking meters recently installed on North Washington Street in the Village of Tarrytown. I make this request on behalf of two of my clients (David Erickson and Lana Klemeyer) who currently reside at 15 North Washington Street.

Together we found a perfect place for them and agreed upon a two year lease. They found the apartment attractive in part because of the availability of on-street parking in front of the building, and indeed the listing that prompted their inquiry with me noted that availability.

One of my goals as a realtor is to make my clients feel as comfortable as possible with their decision to lease or buy in a given area. Restoring these three spaces to on-street parking would go a long way towards helping me achieve that goal.

Sincerely,

A handwritten signature in cursive script, appearing to read "Lisa Carroll".

Lisa Carroll

Lana Klemeyer  
15 North Washington Street, Apt. 1  
Tarrytown, NY, 10591

Mayor Drew Fixell  
Tarrytown Village Hall  
One Depot Plaza  
Tarrytown, NY 10591

Dear Mayor Fixell,

I am writing to request that you remove the three parking meters that were recently installed in front of my apartment building at 15 N Washington Street on 6/30/14 and 7/1/14. These meters were installed without any notice or consultation with residents of the block and indeed without consideration for any process or town-wide plan.

Our building is one of 6 residential multi-family homes located in the middle of the block and our apartment building is the home for three families. The back parking lot (which holds 4 cars) is shared with our superintendent and the Donovan Glass Company on the corner. For this reason, we were not permitted a parking space in the lot when we moved in. However, we agreed to sign a two-year lease because there were three spaces on the street in front of our building. In point of fact, the realtor advertised the apartment as having access "Parking in front of building in driveway for about 2-3 cars. Additional street and Municipal lot for parking." Those three spaces, shared with the next-door neighbors and those living across the street, are now gone.

I appreciate the effort to support local business but I ask that you continue to consider the needs of Tarrytown residents who support the commercial life of the town every day. Please rethink the installation and restore these spaces to on-street parking.

Sincerely,

A handwritten signature in black ink, appearing to be 'Lana Klemeyer', written over the word 'Sincerely,'.

Lana Klemeyer

Jeff Gargano  
15 N Washington  
Tarrytown, NY 10591

RECEIVED

JUL 23 2014

TARRYTOWN VILLAGE  
ADMINISTRATOR

Mr. Michael Blau  
Village Hall  
One Depot Plaza  
Tarrytown, NY 10591

Dear Mr. Blau,

I am a five year resident of 15 N Washington. When I moved to Tarrytown in 2009 to assume leadership at the Reformed Church my family and I decided that we would prefer living in the heart of the Village than at the church manse in Phillips Manor. We loved, and continue to love, the charm and tasteful dignity of the community.

Perhaps this is why I was so dismayed to be greeted one morning in late June to the jarring melody of a jackhammer outside of my window at precisely 7:30 am. Learning that the jackhammer was the precursor to the installation of parking meters was even more jarring. None of us on our street had been given the courtesy of a notice, let alone the solicitation of our input. Parking meters on Main Street and Broadway, where there are dozens of shops and restaurants is sensible and expedient ... installed on our street, with not a single retail establishment, strains credulity.

We have all wondered ... how do decisions like this, with no apparent rhyme or reason, get made? Is it a simple matter of ... zoning says "we can", so we do? Do the interests of Main Street trump our resident interests? Is the Village so financially desperate that the addition of three parking meters makes a difference? (By the way, we residents typically parked four vehicles in this location). And not incidentally, did anyone in the Village consider just how unsightly these are? Even though most of us are renters, we take great pride in the appearance of our homes and neighborhood. The charm and tasteful dignity we were attracted to five years ago is under assault right outside of our front door.

It goes without saying that my preference, and I think it is safe to say, the wish of all who live on our block, would be for a temporary return of the jackhammer to realize the permanent removal of these unsightly, unseemly, and unnecessary meters. In the event that this hope is disregarded, it seems only fair to be given the opportunity for residential parking privileges and the same kind of street treatments as are found on Main Street and Broadway ... potted flowers, flags, etc. Additionally, if just as a postscript, an explanation for the reasoning that went into the decision to install three meters would be courteous and enlightening.

Regards,

A handwritten signature in black ink, appearing to be 'JG', with a horizontal line extending to the right.


Jeff Gargano

cc Drew Fixell, Mayor  
Thomas Basher, Deputy Mayor

---

## VILLAGE OF TARRYTOWN INTEROFFICE MEMORANDUM

---

To: Village Administrator Blau  
From: Carol A. Booth, Village Clerk   
Subject: Fire Department Membership Changes  
Date: July 18, 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 July 15, 2014 Board of Fire Wardens meeting: Membership: Luis Soriano has been elected to active membership in Hope Hose; Sean Casey been elected to active membership in Conqueror Hook and Ladder and Antonio Ibarra has transferred from Hope Hose to Riverside Hose.

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

TO: Mayor Fixell and the Board of Trustees  
FROM: Michael Blau, Village Administrator  
RE: Village Justice Court Audit  
DATE: July 21, 2014

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On this date, a memorandum and Village Justice Court audit was placed in your mailboxes at Village Hall. Pursuant to the regulations of the NYS Office of Court Administration, the Board must adopt a resolution acknowledging receipt of the audit and a copy of the resolution must be sent to the Office of Court Administration. Below please find the proposed resolution.

BE IT RESOLVED that the Board of Trustees of the Village of Tarrytown does hereby acknowledge receipt of the Statement of Cash Receipts, Cash Disbursements and Cash Balances for the Tarrytown Justice Court for the year ended May 31, 2014.

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VILLAGE OF TARRYTOWN INTEROFFICE MEMORANDUM

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**TO:** Michael S. Blau, Village Administrator  
**FROM:** Michael J. McGarvey, P.E., Village Engineer  
**DATE:** July 22, 2014  
**RE:** Alterations to the Riverside Firehouse Bid

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On Monday, July 14, 2014 five bids were received and publically opened for the above-referenced project. All five bids came in over budget. A copy of the bid breakdown is attached. I am requesting permission to reject all bids and to re-bid this project with an add/alternate for the framing of the walls.

MJM:dsb  
Attachment

ALTERATIONS TO THE RIVERSIDE FIREHOUSE  
CONTRACT NO. 2014-04

Bid Date: Monday, July 14, 2014 @ 11:00 a.m.

<u>CONTRACTOR</u>	<u>BID AMOUNT</u>	<u>BOND AMOUNT</u>
PVS Construction, LLC 1134 Main Street Peekskill, NY 10566	\$ <u>102,092.00</u>	<u>5%</u>
Con-Tech Construction Tech 28 Lakeview Drive Yorktown Hgts., NY 10598	\$ <u>125,500.00</u>	<u>5%</u>
NAC Industries Inc. 160 Airport Drive Wappingers Falls, NY 12590	\$ <u>176,500.00</u>	<u>5%</u>
Structural Contracting Services 31 South Street, Ste. LL Mt. Vernon, NY 10550	\$ <u>180,750.00</u>	<u>5%</u>
Structural Preservation Systems LLC 39 Utter Avenue Hawthorne, NJ 07566	\$ <u>227,805.00</u>	<u>5%</u>

**NEW YORK STATE THRUWAY AUTHORITY  
NEW YORK STATE CANAL CORPORATION**

**Network Connection Agreement with Outside Entity  
First Responder**

This Network Connection Agreement with Outside Entity (hereinafter "Agreement") is made this \_\_\_\_\_ day of \_\_\_\_\_, 2014 by and between the New York State Thruway Authority (hereinafter "Authority"), a public corporation organized and existing pursuant to Article 2, Title 9 of the New York State Public Authorities Law, as amended, whose principal office is located at 200 Southern Boulevard, Albany, New York 12209 (Mailing Address: P.O. Box 189, Albany, New York 12201-0189), and the Village of Tarrytown (hereinafter "Outside Entity"), municipality duly organized and existing under the laws of the State of New York, having its principal office at One Depot Plaza, Tarrytown, New York 10591.

WHEREAS, the Authority is statutorily responsible for financing, constructing, reconstructing, improving, developing, maintaining and operating a 570-mile superhighway system known as the Thruway; and

WHEREAS, in furtherance of these responsibilities, the Authority has installed closed-circuit television (CCTV) cameras at various locations across the Thruway system to better enable Authority personnel to detect traffic incidents and quickly dispatch the proper emergency services response, monitor traffic conditions, and provide more accurate traffic information to motorists; and

WHEREAS, Outside Entity is an emergency services provider and is responsible for providing emergency services for incidents that occur on the Thruway mainline between MP 11.4 to MP 23.5; and

WHEREAS, the Authority is desirous of allowing Outside Entity to make an external connection to the Authority's data communications network in order to receive Authority CCTV images and Outside Entity is desirous of making such an external connection to the Authority for the purposes of receiving such images and utilizing them to assist in the response to incidents on the Thruway.

NOW, THEREFORE, the parties hereto do agree as follows:

**ARTICLE I – NETWORK CONNECTIONS AND SECURITY**

**Section 1.1 - Use of Network Connection**

- A. Outside Entity shall utilize its external connection to the Authority's data communications network ("Network Connection") to access only that Authority information set forth in the External Network Connection Request Form (Attachment 1) and shall use all such information obtained solely for the business purposes set forth in such Form and this Agreement.
- B. Outside Entity's Network Connection shall at all times during the term of this Agreement be in compliance with the Authority's Network Connection Requirements for Closed-Circuit Television (Attachment 2).
- C. Outside Entity shall promptly notify the Authority in writing whenever, in Outside Entity's opinion, a change in the connection and/or functional requirements of the Network Connection is desirable.
- D. Outside Entity shall ensure that all of its employees and members that will have access to the Network Connection are apprised of and will comply with the terms of this Agreement.

**NEW YORK STATE THRUWAY AUTHORITY  
NEW YORK STATE CANAL CORPORATION**

**ARTICLE II – TIME AND MANNER OF PERFORMANCE**

**Section 2.1 - Term**

This Agreement shall commence on the date first above written and shall remain in effect until terminated by either party.

**Section 2.2 - 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. Outside Entity may terminate this Agreement by providing not less than thirty (30) days prior written notice to the Authority, which notice will specify the effective date of termination.

**Section 2.3 - Payment of Costs**

Outside Entity shall be responsible for all costs associated with establishing and maintaining the Network Connection including, but not limited to, hardware, phone charges, telecommunications equipment and personnel.

**Section 2.4 – Use of Real Property**

If Outside Entity must utilize Authority real property in order to establish the Network Connection, Outside Entity must apply for and receive from the Authority all applicable permits for the use of such real property.

**Section 2.5 - Subcontracting**

Outside Entity may, with the prior written approval of the Authority, utilize subcontractors to perform the work necessary to physically establish the Network Connection. Prior to awarding any work to a subcontractor, Outside Entity shall submit to the Authority a written statement containing the proposed work subcontractor is to perform, the qualifications of subcontractor to perform such work, and such other information as the Authority may require. If the Authority approves the use of a subcontractor, Outside Entity shall incorporate all of the terms of this Agreement into its contract with the subcontractor and shall pay subcontractor for work performed pursuant to such contract promptly. Outside Entity shall be fully responsible to the Authority for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, just as Outside Entity is fully responsible to the Authority for the acts and omissions of persons directly employed by Outside Entity. Nothing contained in this Agreement shall create any contractual relationship between a subcontractor and the Authority.

**ARTICLE III – LIABILITY, DATA SHARING REQUIREMENTS AND WARRANTIES**

**Section 3.1 – Limitation on Authority Liability**

The Authority is providing this Network Connection and CCTV systems data as a convenience to Outside Entity and under no circumstances shall the Authority, the State of New York, or their officers, employees, agents, subsidiaries or affiliates be liable for any direct, indirect, special, consequential, incidental, punitive or exemplary damages, including, without limitation, lost profits, loss of business, business interruption, loss of data or other similar damages, that result in any way from Outside Entity's reliance on, use of or inability to use the Network Connection or CCTV systems data or any part thereof, or that result from mistakes, omissions, interruptions, deletion of files, errors, defects, delays in operation, or transmission, or any failure of performance. This limitation on the Authority's and State of New York's liability shall be deemed to apply to all causes of action and all legal theories, without regard to whether the damages arise from breach of contract, breach of warranty, negligence or other tort, or any other cause of action, however stated.

**Section 3.2 – Indemnification**

Outside Entity shall be responsible for all damage to life and property due to negligent or otherwise tortious acts, errors or omissions of Outside Entity in connection with the installation or use of the Network Connection pursuant to this Agreement or Outside Entity's use of any information obtained through such Connection. Further, it is expressly understood that Outside Entity shall indemnify and save harmless the

**NEW YORK STATE THRUWAY AUTHORITY  
NEW YORK STATE CANAL CORPORATION**

Authority and/or the State of New York, as their interests may appear, from claims, suits, actions, damages, and costs of every name and description resulting from Outside Entity's negligent or otherwise tortuous acts, errors or omissions in connection with the installation or use of the Network Connection pursuant to this Agreement or Outside Entity's use of CCTV systems data or any information obtained through such Connection, and such indemnity shall not be limited by reason of any insurance coverage. However, Outside Entity shall not be required to indemnify the Authority for that portion of any claim, suit, action, damage or cost which arises due to the negligent act or omission of the Authority and shall not be required to indemnify the State of New York for that portion of any claim, suit, action, damage or cost which arises due to the negligent act or omission of the State. The provisions of this section shall survive the expiration or termination of this Agreement.

**Section 3.3 – CCTV Systems Data Sharing Requirements**

- A. The Authority shall have complete control over its CCTV systems data that is provided to Outside Entity.
- B. The Network Connection will allow Outside Entity to access data feeds, in a digital video and/or still images format, from the Authority CCTV cameras that are indicated in the Application for First Responder Access to Traffic Cameras, which is attached hereto and made a part of this Agreement (Attachment 3). The Authority, in its discretion, determines the operation, maintenance and repair schedule for these cameras and therefore some or all of the cameras may not be available to Outside Entity for viewing at any time.
- C. The Authority may stop transmission of its CCTV systems data at any time without prior notice to or the approval of Outside Entity.
- D. Outside Entity shall utilize the CCTV systems data that it receives from the Authority only for the purposes of analyzing incidents on the Thruway and enabling it to provide emergency services for such incidents.
- E. Outside Entity shall not disseminate the CCTV systems data it has received from the Authority to any third party without the prior written consent of the Authority.
- F. Outside Entity shall not disseminate CCTV systems data it has received from the Authority that contains personally identifying information to any third party under any circumstances. For purposes of this Agreement, personally identifying information shall mean any data that: identifies an individual – whether driver, passenger or bystander; identifies the license plate of a vehicle; identifies the contents of the enclosed interior of a passenger vehicle; or tracks the individual travel pattern of a specific vehicle.
- G. Outside Entity shall not record any CCTV systems data it has received from the Authority.
- H. The Authority's transmission of CCTV systems data to Outside Entity shall not convey to Outside Entity any right to or interest in such systems data and the Authority shall retain all right and title to such systems data at all times.
- I. Outside Entity's receipt of CCTV systems data from the Authority pursuant to this Agreement shall be non-exclusive and the Authority may provide the same to other entities.

**Section 3.4 – Disclaimer of Warranties**

The CCTV systems data that the Authority will provide pursuant to this Agreement is provided "as is" and "as available" without warranties of any kind, either express or implied. The Authority does not make and expressly disclaims all warranties and representations of any kind, whether express or implied, including, but not limited to, any warranties (i) of merchantability, fitness for a particular purpose, workmanlike effort,

**NEW YORK STATE THRUWAY AUTHORITY  
NEW YORK STATE CANAL CORPORATION**

quality, accuracy, timeliness, completeness, or quiet enjoyment; or (ii) that access to or use of the Network Connection, CCTV systems data or any part thereof will be uninterrupted, error or defect free, free of viruses or other harmful code, or secure, or that problems will be corrected even if the Authority is on notice of such problems.

**ARTICLE IV – MISCELLANEOUS**

**Section 4.1 – Non-Assignment Clause**

This Agreement may not be assigned by Outside Entity 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 and any attempts to assign the contract without the Authority's written consent are null and void.

**Section 4.2 – Governing Law**

This Agreement shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

**Section 4.3 – Observance of Laws**

Outside Entity agrees to observe all Federal, State and local laws and regulations, and to procure all necessary licenses and permits.

**Section 4.4 – Notices**

Any notices permitted or required to be given hereunder shall be in writing and shall be delivered personally, or sent by overnight courier or by registered or certified mail, return receipt requested, and addressed to the persons specified below:

Authority:        Ted Nadratowski, Interim Director of Maintenance and Operations  
                     New York State Thruway Authority  
                     200 Southern Boulevard  
                     Albany, New York 12209

Outside Entity: Michael S. Blau, Village Administrator  
                     Village of Tarrytown  
                     One Depot Plaza  
                     Tarrytown, New York 10591

**Section 4.5 – No Waiver of Provisions**

The Authority's failure to exercise or delay in exercising any right or remedy under this Agreement shall not constitute a waiver of such right or remedy or any other right or remedy set forth therein. No waiver by the Authority of any right or remedy under this Authority shall be effective unless made in a writing duly executed by an authorized officer of the Authority, 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 Agreement.

**Section 4.6 – 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 affected, but shall remain binding and effective as against all parties hereto.

**Section 4.7 – Entire Agreement**

This Agreement, together with any 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 Agreement may not be changed or modified in any manner except by a subsequent writing, duly executed by the parties thereto.

**NEW YORK STATE THRUWAY AUTHORITY  
NEW YORK STATE CANAL CORPORATION**

**Section 4.8 - Attachments Incorporated by Reference**

Outside Entity agrees to comply with all of the terms and conditions set forth in Attachments 1, 2 and 3 which are attached hereto and expressly made a part of this Agreement as fully as if set forth at length herein.

Attachment 1 – External Network Connection Request (TA-N3521-9)

Attachment 2 – Network Connection Requirements for Closed-Circuit Television (TAP-372A)

Attachment 3 – Application for First Responder Access to Traffic Cameras (TA-W68177)

IN WITNESS WHEREOF, the parties hereto executed this Agreement on the date first above written. Each party warrants and represents that its respective signatories whose signatures appear below have been and are on the date of signature duly authorized to execute this Agreement.

Village of Tarrytown ("Outside Entity")

New York State Thruway Authority/  
Canal Corporation ("Authority")

\_\_\_\_\_  
Michael S. Blau  
Village Administrator

\_\_\_\_\_  
John M. Bryan  
Chief Operating and Financial Officer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

NEW YORK STATE THRUWAY AUTHORITY  
NEW YORK STATE CANAL CORPORATION

Tarrytown

STATE OF NEW YORK        )  
                                      ) SS:  
COUNTY OF WESTCHESTER )

On this        day of        , 2014, before me personally came Michael S. Blau, to me known and known to me to be the Village Administrator of the Village of Tarrytown, who being by me duly sworn, did depose and say that he is the Village Administrator of the Village of Tarrytown, located at One Depot Plaza, New York 10591, the municipal entity described in and which executed the foregoing instrument; that the Board of Trustees for the Village of Tarrytown has authorized the Village Administrator to execute the foregoing instrument; and that he signed his name thereto by such authority.

\_\_\_\_\_  
Notary Public

STATE OF NEW YORK )  
 ) ss:  
COUNTY OF ALBANY )

**Notary Public**

## EXTERNAL NETWORK CONNECTION REQUEST

New York State Thruway Authority • New York State Canal Corporation

With assistance from the Network Services team, the Authority/Corporation employee acting as the Outside Entity Sponsor completes Parts 1 through 3 and forwards the completed form to the IT Manager of Network Services in the Department of Information Technology (IT). See the GUIDELINES FOR REQUESTING AN EXTERNAL NETWORK CONNECTION (TA-N3521-9A) and the NETWORK CONNECTION REQUIREMENTS (TAP-372) for additional information.

<b>Part 1</b>		<b>Authority/Corporation Sponsor Information</b>
Name <u>Shane Mahar</u>	Department <u>Board and Executive</u>	
Physical Location/Building <u>Office of Media Relations &amp; Communications 3N/HQ</u>	Phone No. <u>518-471-5300</u>	
E-mail address <u>shane.mahar@thruway.ny.gov</u>		
Department Head <u>Dan Weiller</u>	Manager/Supervisor's Name <u>Dan Weiller</u>	
<b>Alternate Contact</b>		
Name <u>Colin Brennan</u>	Department <u>Board and Executive</u>	
Physical Location/Building <u>Office of Media Relations &amp; Communications</u>	Phone No. <u>518-471-5300</u>	
E-mail address <u>colin.brennan@thruway.ny.gov</u>		
Department Head <u>Dan Weiller</u>	Manager/Supervisor's Name <u>Dan Weiller</u>	
<b>Part 2</b>		
<b>Business Justification</b>		
A. Business Reason for Connection		
What is the desired end result? A statement about the business needs of the proposed connection is required (attach additional sheets if necessary).		
<p>The Tarrytown Police Department, which provides emergency services to the Tappan Zee Bridge corridor, is seeking access to our traffic cameras between exits 8 (I-287) and 14A (Garden State Parkway).</p>		
B. What type of work will be done over the Network Connection? What applications will be used?		
<p>Access to the traffic cameras will assist the police department's response to and management of emergencies on the Thruway within their jurisdiction.</p>		
C. In which direction will data be passed?		
<div style="display: flex; justify-content: space-between;"><div><input checked="" type="checkbox"/> Authority/Corporation to Outside Entity <input type="checkbox"/> Two-way information sharing</div><div><input type="checkbox"/> Data passed to third party <input type="checkbox"/> Outside Entity to Authority/Corporation</div></div>		
D. Which entity owns the data to be shared?		
<div style="display: flex; justify-content: space-around;"><div><input checked="" type="checkbox"/> Authority/Corporation</div><div><input type="checkbox"/> Outside Entity</div><div><input type="checkbox"/> Both Authority/Corporation and Outside Entity</div></div>		
E. Sensitivity and confidentiality of the data as determined by the owner (check all that apply):		
<div style="display: flex; align-items: center;"><div style="border: 1px solid black; border-radius: 50%; padding: 5px; margin-right: 20px;"><input checked="" type="checkbox"/> Sensitive</div><div><input type="checkbox"/> Confidential</div><div style="margin-left: 20px;">  <input type="checkbox"/> Not sensitive or confidential</div></div>		

## EXTERNAL NETWORK CONNECTION REQUEST

### Part 2

### Business Justification (continued)

F. Which party will pay for the data connection and associated hardware?

- ☐ Authority/Corporation    ☒ Outside Entity    ☐ Each party will pay for connection and associated hardware at its own site

G. If payment is to be made by the Authority/Corporation, provide the following budget information:

Account Number: \_\_\_\_\_ Job Number: \_\_\_\_\_

H. Estimated number of hours of use each week?

- ☐ 1-20    ☐ 21-40    ☒ More than 40 hours

I. Anticipated normal hours of use?

- ☐ Monday - Friday 8:00 am - 5:00 pm Eastern Time    ☒ Other (specify): 24 hrs/day

J. Is the data to be received critical to the recipient's business functions?

- ☒ Yes    ☐ No

K. What is the requested installation date (minimum lead time is 60 days)?

\_\_\_\_\_  
MM/DD/YYYY

L. For what period of time is the connection needed?

- ☐ Up to 6 months    ☐ 6 to 12 months    ☒ More than 12 months

NOTE: If a connection is needed for more than a year, the Sponsor must annually:

- Review the Connection Agreement; and
- Ensure that Outside Entity generates and sends the Authority/Corporation a report showing which Outside Entity employees have access to the connection.

M. Has Outside Entity entered into a Personal Services Contract, Engineering Services Agreement or other form of agreement which contains the Authority/Corporation's boilerplate language relative to external connections, confidentiality/non-disclosure of confidential information, and liability/indemnification?

- ☐ Yes (indicate when, and with whom, and provide contract/agreement's "C" or "D" number):  
\_\_\_\_\_

- ☒ No

N. Other useful information

### Part 3

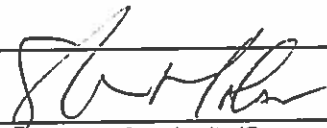

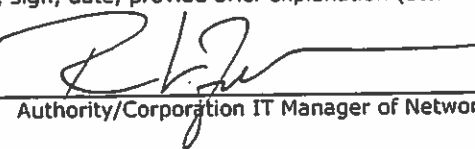
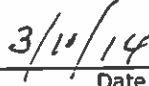
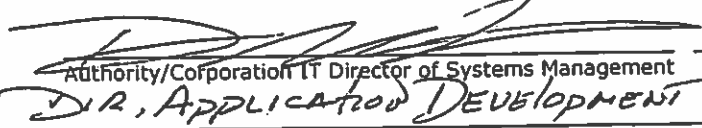
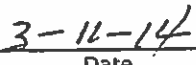
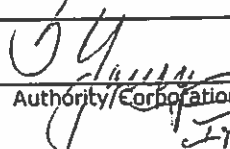
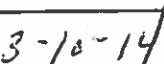
### Outside Entity Information

Name of Outside Entity: Tarrytown Police Department

Main Phone No: 914-631-5705

Main Office Address: One Depot Plaza, Tarrytown, New York 10591

## EXTERNAL NETWORK CONNECTION REQUEST

Part 3 Outside Entity Information (continued)			
A. Provide the name and contact information for the Outside Entity designated contact person(s).			
	Management Contact	Alternate Contact	Technical Contact
Name	Chief Scott Brown		
Department	Tarrytown PD		
Address	One Depot Plaza Tarrytown, New York 10591		
E-mail Address	Tarrytown PD @ 101.com		
Phone Number	914-631-5705		
Manager's Name			
Manager's Phone Number			
Technical Support Hours: _____		Host name(s): _____	
Domain name(s): _____			
B. If the application being accessed over this connection requires a usercode, please list the name and contact information for all Outside Entity employees and contractors who will have access (attach additional sheets if necessary).			
	Name (Last, First, MI)	Phone	Email
User 1			
User 2			
User 3			
User 4			
User 5			
C. Other useful information			
<del>USER INFORMATION</del> to be given after legal agreement is in place			
Network Connection Requested By:			
		Signature of Authority/Corporation Sponsor	Date
3/10/14			
Part 4 APPROVALS			
If approved, sign, date and forward to the next person listed. Once all approvals are received, return to the Sponsor, with a copy to the IT Manager of Network Services. If disapproved, sign, date, provide brief explanation (attach additional sheets if necessary) and return to Sponsor.			
<input checked="" type="checkbox"/> Approved	<input type="checkbox"/> Disapproved		
		Authority/Corporation IT Manager of Network Services	Date
			3/10/14
Comments: _____			
<input checked="" type="checkbox"/> Approved	<input type="checkbox"/> Disapproved		
		Authority/Corporation IT Director of Systems Management	Date
		DIRECTOR, APPLICATION DEVELOPMENT	3-10-14
Comments: _____			
<input checked="" type="checkbox"/> Approved	<input type="checkbox"/> Disapproved		
		Authority/Corporation Information Security Officer	Date
		IT DIRECTOR	3-10-14
Comments: _____			

## ATTACHMENT 2

TAP-372A (07/2008)

### NEW YORK STATE THRUWAY AUTHORITY NEW YORK STATE CANAL CORPORATION

In the event the Authority agrees to loan to Outside Entity certain Authority equipment and/or software ("Authority-owned Equipment") to facilitate the Network Connection, the Authority will provide Outside Entity with enable-level access only to those Outside Entity employees necessary to the installation, operation and maintenance of the Network Connection. All other Outside Entity employees will have restricted access/read-only access to the routers at their site and will not be allowed to make configuration changes.

Outside Entity shall be solely responsible for providing the appropriate security measures to ensure protection of its internal network and information. The Authority shall not have any responsibility for ensuring the protection of Outside Entity information.

#### F. Security Incident Notification and Resolution

Outside Entity is responsible for notifying the Authority upon discovery of any security incident that may threaten or compromise the confidentiality, integrity or availability of Authority information or network infrastructure. Outside Entity shall, at a minimum, report the following to the Authority: 1) successful or unusually persistent attempts to gain unauthorized information or system access; 2) presence of malicious code that has a widespread impact throughout Outside Entity's network infrastructure; 3) a known or suspected denial of service attack; and 4) scans and probes that precede or are related to a security incident listed above.

Once it has resolved the security incident, Outside Entity must also report the following to the Authority: 1) attack source details - IP address, method, vulnerability exploited, etc.; 2) the specific effects (i.e., loss, damage, destruction, modification, disclosure) on systems, accounts or information assets resulting from the threat or compromise; and 3) actions taken to remediate the security incident.

#### G. Audit and Review of Outside Entity Network Connections

The Authority shall have the right at all times to monitor all aspects of Network Connections. The Authority will employ automated tools to accomplish monitoring tasks where practicable. The Authority will generate an annual report on its authentication database showing the specific Outside Entity login entries and distribute such reports to appropriate Authority personnel for review. The Authority will periodically audit Network Connections and distribute such audits to appropriate Authority personnel for review.

The Authority will review all Network Connections on an annual basis and update or terminate such Connections when appropriate.

ATTACHMENT 2

TAP-372A (07/2008)

NEW YORK STATE THRUWAY AUTHORITY  
NEW YORK STATE CANAL CORPORATION

NETWORK CONNECTION REQUIREMENTS  
FOR CLOSED-CIRCUIT TELEVISION

**A. Permissible Access**

The Authority will limit access to a Network Connection to those services and devices (hosts, routers, etc.) needed. Blanket access will not be provided.

The Authority does not allow a Network Connection to be used as Outside Entity's Internet connection.

**B. Connectivity Options**

The following connectivity options are the standard methods of providing an Outside Entity with an external connection to the Authority's data communications network ("Network Connection"). Anything that deviates from these standard methods must be approved in advance by the Authority.

- 1) Fiber.
- 2) Leased Circuit.
- 3) Internet.

**C. Current Software Versions Required**

Outside Entity must, for all computers it utilizes for a Network Connection, employ software versions that are currently supported by the software manufacturer; Outside Entity must apply all available security updates and hot fixes for that software in a timely fashion.

All Outside Entity software and firmware utilized for a Network Connection must be kept up to date, especially with patches that fix security vulnerabilities.

**D. Virus Protection**

Outside Entity must install and enable anti-virus software on all computers utilized for a Network Connection and keep such virus definition files up to date.

**E. Protection of Authority Information and Resources**

The Authority will implement all security measures it determines appropriate to protect the integrity and confidentiality of Authority confidential information.

The Authority will implement appropriate "Access Control Lists" (ACLs) on the Authority network devices to which the Outside Entity sites are connected. The ACLs will restrict access to pre-defined hosts within the internal Authority network.



## APPLICATION FOR TRAFFIC CAMERA BROADCAST

- Please read the attached Network Connection Agreement with Outside Entity (Agreement) prior to completing and submitting this Application.
- Complete Sections I-IV and mail to the address above.
- This Application must be completed in its entirety and signed by an authorized representative of the entity named in Section I.

### Section I Applicant Information

Corporate/Business Name <b>Tarrytown Police Department</b>		Name of Authorized Applicant <b>Scott W. Brown</b>		Phone No. <b>(914) 631-5705</b>	
Doing Business As (DBA)		Federal Employer ID No. <b>13-6007334</b>		Fax No. <b>014 ) 631-5069</b>	
Street Address of Primary Place of Business <b>One Depot Plaza</b>		City <b>Tarrytown</b>		State <b>NY</b>	Zip Code <b>10591</b>
FCC License No./Newspaper Association of America ID No.	Name and Address of Officer or Delegate Authorized to Execute Agreement: <b>Scott W. Brown, Chief of Police One Depot Plaza Tarrytown, NY 10591</b>				
How long have you been in business? <b>100+ years</b>					

If applicable, list all the affiliates and subsidiaries that will broadcast/display Thruway traffic camera images:

### Section II Distribution Information

Check all that apply and provide a copy of your homepage, along with that of each affiliate and subsidiary, if applicable:

- ☐ Cable television station    ☐ Radio station    ☐ Internet based media  
☐ Network television station    ☐ Print media    ☒ Other, describe: **Police Department**

Please describe your intended use of the images:

**Emergency Service Provider (Fire and EMS)**

Type of image(s) requested: ☐ Still images    ☒ Digital Video    ☐ Both

For all types of media, provide geographic coverage area(s):

**NYS Thruway Exits 8-13 (Tappan Zee Bridge)**

*Secure Cams*  
*RJ*  
*3/10/14*

### Section III Selection of Camera Feeds for Live Broadcasting (See Pages 2 - 3)

### Section IV Applicant Representation and Certification

I understand that submission of an Application for Traffic Camera Broadcast does not guarantee approval. Approval to broadcast New York State Thruway Authority (Authority) traffic camera images is at the sole discretion of the Authority. Applicants may be required, at the request of the Authority, to provide additional information.

I understand that upon arrival of the Application, an Authority representative will contact me to discuss additional requirements related to permits, connection points, Agreement execution, etc.

I hereby certify that the entity named in Section I is capable of meeting the requirements outlined in the attached Network Connection Agreement with Outside Entity. I also represent that all of the information provided in this Application is complete, true and accurate. I further represent that I am authorized to execute this Application on behalf of the entity named in Section I.

Signature of Authorized Representative

**Chief of Police**  
Title

**2/28/2014**  
Date

### OFFICE USE ONLY

Application:		External Network Connection Request (TA-N3521-9):		Agreement:	
Date received	Approved	Date sent	Returned	Date sent	Executed
Permit(s):				IT approved connection:	Connection completed:
Date application(s) sent: _____				Date: _____	Date: _____
Date permit(s) issued: _____					

## APPLICATION FOR TRAFFIC CAMERA BROADCAST

**Place a checkmark next to the desired Thruway Authority Camera Feed(s). Please note that the direction listed is the location of the camera on the roadway and not necessarily the view of the camera.**

The camera feeds currently available are listed below. Please note that the Authority reserves the right to discontinue transmission of any camera feed at any time. The Closed-Circuit Television (CCTV) systems data that the Authority will provide pursuant to the attached Agreement is provided "as is" and "as available." The Authority does not guarantee the quality, accuracy or timeliness of the CCTV images. Further, the Authority does not guarantee that any CCTV camera feed will be uninterrupted, error or defect free, free of viruses or other harmful code, or secure, or that problems will be corrected even if the Authority is on notice of such problems.

**Technical Requirements:** The Authority's CCTV systems data is available as all-digital MPEG2 encoded multicast video and/or still .jpg images.

The all-digital MPEG2 encoded multicast video will need to be decoded by the receiving entity. The receiving entity also needs to be able to overlay the Authority's web address onto the Authority's traffic video whenever it is displayed. Because the images are already digitized, the transfer of the images is accomplished over a network-to-network connection. Network connections can be made at many locations along the Thruway. The number of video feeds that the receiving entity can receive is contingent upon the bandwidth of the circuit provided by the receiving entity.

Still .jpg images are accessible via the Authority's Secure FTP Server. Access to these images requires a user name and password provided by the Authority. The receiving entity also needs to provide a prominent hyperlink (with the Authority logo) that points to the Authority website on all of its web pages that display Authority still .jpg images.

### Albany Division:

- ☐ Milepost 91.7 northbound, on I-87 just north of Interchange 19 (Kingston)
- ☐ Milepost 141.9 northbound, on I-87 at Interchange 23 (Albany/I-787)
- ☐ Milepost 147.8 northbound, on I-87 just south of Interchange 24 (Albany/I-90/I-87)
- ☐ Milepost 148.8 eastbound, on I-90 just west of Interchange 24 (Albany/I-90/I-87)
- ☐ Milepost 153.8 eastbound, on I-90 at Interchange 25 (Schenectady/I-890)
- ☐ Milepost B6.5 westbound, on the Berkshire Spur at Interchange B1 (Albany/Hudson/Rensselaer)

### New York Division:

- ☐ Milepost 0.2 southbound, on I-87 just south of Interchange 1 (Yonkers)
- ☐ Milepost 0.82 northbound, on I-87 south of Interchange 1 (Yonkers) *(Available for MPEG2 only)*
- ☐ Milepost 1.7 northbound, on I-87 at Interchange 3 (Yonkers/Mile Square Road)
- ☐ Milepost 5.1 southbound, on I-87 at Interchange 6A (Ridge Hill) *(Available for MPEG2 only)*
- ☒ Milepost 11.4 northbound, on I-87 near Interchange 8 (I-287)
- ☒ Milepost 11.8 southbound, on I-87 between Interchange 8 (I-287) and Interchange 9 (Tarrytown)
- ☒ Milepost 12.5 southbound, on I-87 just south of Interchange 9 (Tarrytown)
- ☒ Milepost 13.2 northbound, on I-87 just north of the Tappan Zee Bridge Toll Barrier *(Available for MPEG2 only)*
- ☒ Milepost 13.8 northbound, on I-87 on the Tappan Zee Bridge
- ☒ Milepost 14.2 northbound, on I-87 on the Tappan Zee Bridge
- ☒ Milepost 16.2 northbound, on I-87 just south of Interchange 10 (Nyack)
- ☒ Milepost 17.4 northbound, on I-87 at Interchange 11 (Nyack/Route 9W)
- ☒ Milepost 19.0 northbound, on I-87 just north of Interchange 12 (West Nyack)
- ☒ Milepost 20.8 southbound, on I-87 at Interchange 13 (Palisades Parkway)
- ☒ Milepost 23.5 southbound, on I-87 at Interchange 14A (Garden State Parkway)
- ☐ Milepost 27.6 southbound, on I-87 at Interchange 14B (Airmont Road)
- ☐ Milepost 30.2 southbound, on I-87 just north of Interchange 15 (New Jersey/I-287)
- ☐ Milepost 30.9 southbound, on I-87 just south of Interchange 15A (Sloatsburg/Suffern)
- ☐ Milepost 45.2 northbound, on I-87 at Interchange 16 (Harriman)
- ☐ Milepost 60.4 northbound, on I-87 just north of Interchange 17 (Newburgh/I-84)
- ☐ Milepost 76.0 northbound, on I-87 at Interchange 18 (New Paltz) *(Available for MPEG2 only)*

# **MEMORANDUM**

## **DEPARTMENT of PUBLIC WORKS**

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TO: Michael Blau, Village Administrator

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

DATE: July 22, 2014

RE: Old Police Station Roof Bid

On July 17, 2014 a bid for the replacement of the roof on the Old Police Station was opened and read aloud.

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

L & M Company	\$131,332
Nua Construction	\$109,000
Precision Roofing	\$128,000

The original construction estimate was between \$65,000 and \$85,000.

Since the bids came in considerably higher than was anticipated, I would request that the bids be rejected and another bid be let out with a reduced scope of work.

## Kathy Deufemia

---

**From:** Mike Blau  
**Sent:** Thursday, July 24, 2014 7:49 AM  
**To:** Kathy Deufemia  
**Subject:** FW: Added Counselor

Work Session

**From:** Ryan Fischer [<mailto:ttshsummercamps@yahoo.com>]  
**Sent:** Wednesday, July 23, 2014 8:48 AM  
**To:** Mike Blau  
**Subject:** Added Counselor

Mike,

I would like to add Taylor Somma as a counselor to replace John Randazzo at \$8.00 an hr. Start date Wednesday July 23rd.

Ryan Fischer  
Tarrytown/Sleepy Hollow  
Summer Camps Director

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

TO: Mayor Fixell and the Board of Trustees  
FROM: Michael Blau, Village Administrator  
RE: H-Bridge  
DATE: July 28, 2014

---

Please be advised that all of the structural work associated with the H-Bridge rehabilitation project has been completed. However, there remains the repainting portion of the project and the bid cost for the repainting is \$154,000. The Board approved two Capital Budget appropriations for the H-Bridge. The first was for the replacement of sidewalks and curbs on the bridge and totaled \$125,000. The Village had received a "red flag" from the NYS Department of Transportation, which is the entity that inspects all bridges in the state and issues reports to the owners of the bridges. The inspection reports may include red flags, which is work that must be completed within a very distinct time frame; yellow flags, which is work that needs to be programmed in for repair; safety flags, which is informational and the Village can choose to address or not; or no flags. The Board later appropriated \$525,000 for red and yellow flagged structural work on the bridge. In addition, per the direction of the Board, I was able to transfer one of the two Multi-Modal grants (\$500,000) to the H-Bridge rehabilitation project. The last time any work was performed on the bridge was the first time I served as Village Administrator in the early 1990's.

The bid costs and funding for the bridge are as follows:

**FUNDING**

Board of Trustees Appropriation #1	\$125,000
Board of Trustees Appropriation #2	\$525,000
<u>Multi-Modal Grant</u>	<u>\$500,000</u>
Total Funding	\$1,150,000

**CONSTRUCTION AND ENGINEERING**

Sidewalks and Curbs	\$126,500.00
Structural Work	\$900,000.00
Change Order for Structural Work	\$ 19,001.50
<u>Engineering</u>	<u>\$ 78,000.00</u>
Total Costs	\$1,123,501.50

Please be advised that the Village Engineer has received bridge inspection reports from the NYSDOT that includes one red flag, three yellow flags and a safety flag. The items listed are as follows:

Discovery Date: 06/11/2014

RC: 87 BIN: 2263210

**RED Flag 8L140034 Attachment**

Carried: MAIN & WILDEY STS    Crossed: RELIEF

14.2263210-1204.JPG - Attached to RED Flag 8L140034  
Span 17, right side looking ahead and left.



Discovery Date: 06/11/2014

RC: 87 BIN: 2263210

**RED Flag 8L140034 Attachment**

Carried: MAIN & WILDEY STS    Crossed: RELIEF

14.2263210-1209.JPG - Attached to RED Flag 8L140034  
Span 17, girder G7 at Pier 17, looking ahead and left.



Discovery Date: 6/10/2014

RC: 87 BIN: 2263210

**Yellow Flag 8L140032 Attachment**

Carried: MAIN & WILDEY STS    Crossed: RELIEF

14.2263210-1043.JPG - Attached to Yellow Flag 8L140032  
Span 3, G5 at Pier 3, looking right.



Discovery Date: 6/10/2014

RC: 87 BIN: 2263210

Yellow Flag 8L140032 Attachment

Carried: MAIN & WILDEY STS Crossed: RELIEF

14.2263210-1045.JPG - Attached to Yellow Flag 8L140032  
Span 3, G5 at Pier 3, looking left.



Discovery Date: 6/10/2014

RC: 87 BIN: 2263210

**Yellow Flag 8L140032 Attachment**

Carried: MAIN & WILDEY STS    Crossed: RELIEF

14.2263210-1046.JPG - Attached to Yellow Flag 8L140032  
Span 3, G5 at Pier 3, looking left.



Discovery Date: 6/10/2014

RC: 87 BIN: 2263210

**Yellow Flag 8L140032 Attachment**

Carried: MAIN & WILDEY STS    Crossed: RELIEF

14.2263210-1047.JPG - Attached to Yellow Flag 8L140032  
Span 3, G5 at Pier 3, looking right.



Discovery Date: 05/27/2014

RC: 87 BIN: 2263200

**Yellow Flag 8L140031 Attachment**

Carried: MAIN & RIVER STS    Crossed: RELIEF

14.2263200-1714.JPG - Attached to Yellow Flag 8L140031

Girders G7 at Pier 12, left span 12, right span 13, looking left.



Discovery Date: 05/27/2014

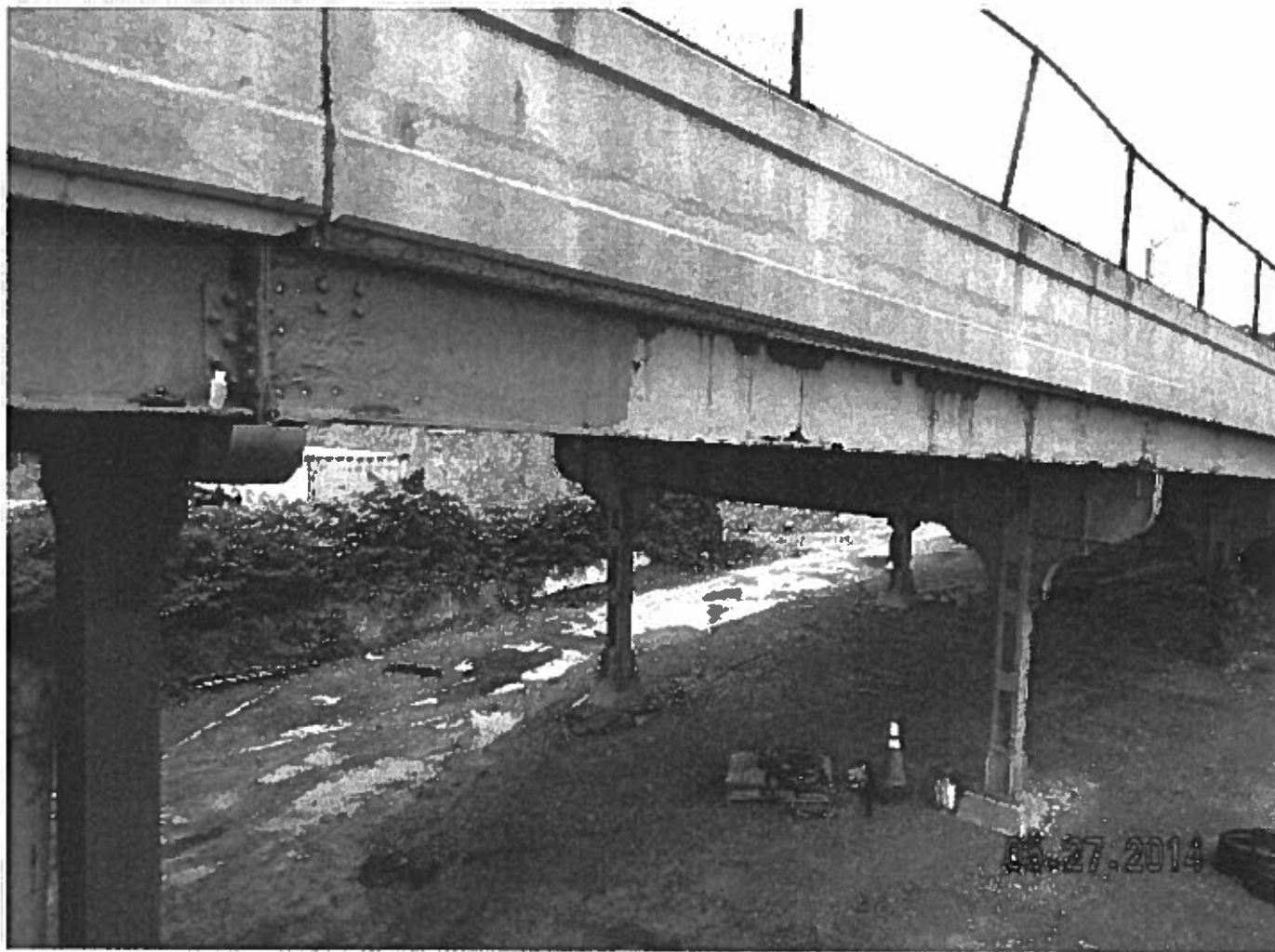
RC: 87 BIN: 2263200

**Yellow Flag 8L140031 Attachment**

Carried: MAIN & RIVER STS    Crossed: RELIEF

14.2263200-2703.JPG - Attached to Yellow Flag 8L140031

Right fascia, general view spans 12 and 13, looking ahead and left.



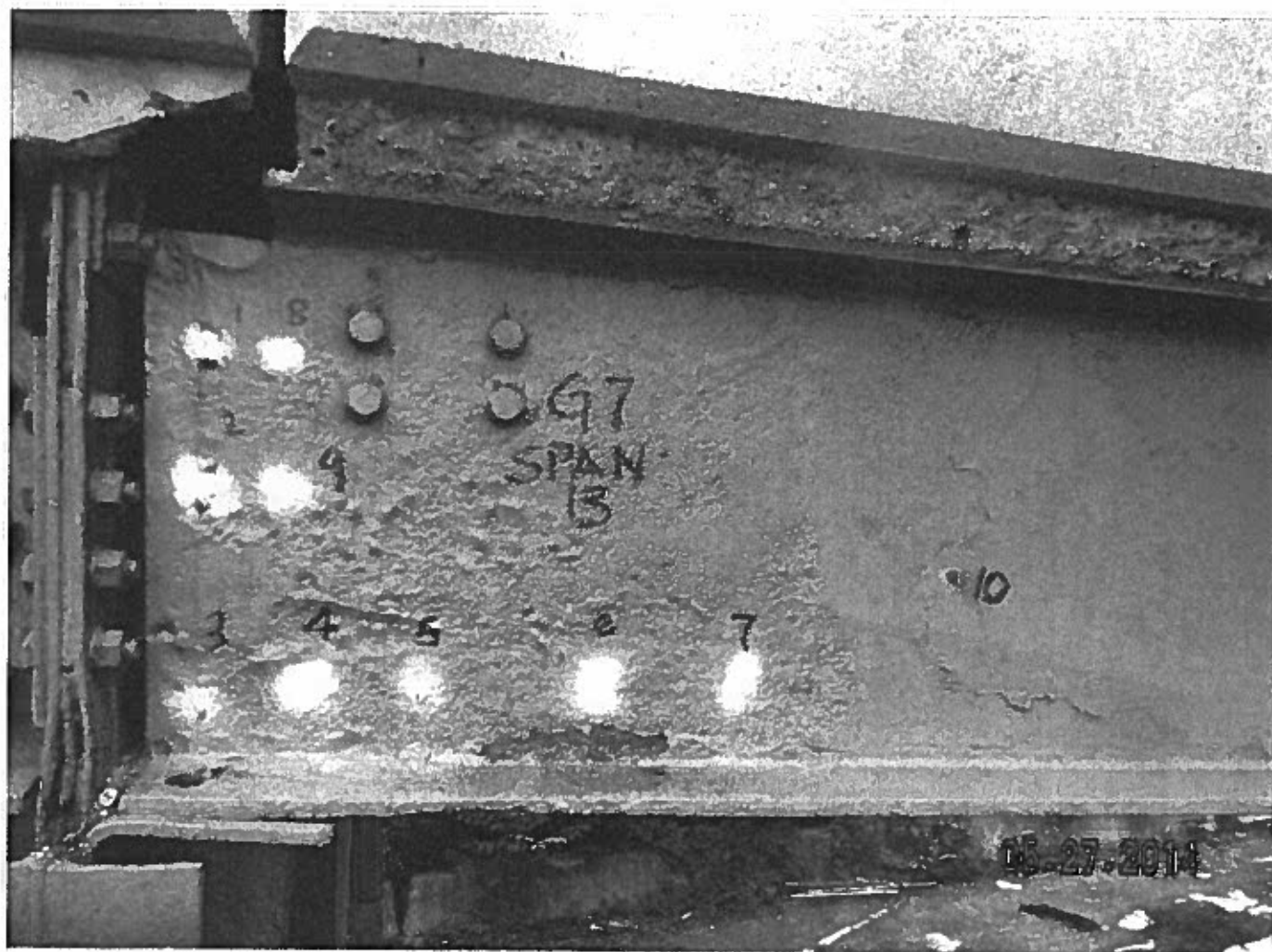
Discovery Date: 05/27/2014

RC: 87 BIN: 2263200

Yellow Flag 8L140031 Attachment

Carried: MAIN & RIVER STS    Crossed: RELIEF

14.2263200-3704.JPG - Attached to Yellow Flag 8L140031  
Span 13, girder G7 at Pier 12, looking left.



Discovery Date: 05/27/2014

RC: 87 BIN: 2263200

**Yellow Flag 8L140031 Attachment**

Carried: MAIN & RIVER STS    Crossed: RELIEF

14.2263200-4702.JPG - Attached to Yellow Flag 8L140031  
Span 13, girder G7, left face looking right.



**Discovery Date: 05/27/2014****RC: 87 BIN: 2263200****Yellow Flag 8L140031 Attachment****Carried: MAIN & RIVER STS    Crossed: RELIEF****14.2263200-5706.JPG - Attached to Yellow Flag 8L140031**

Pier 12 at girder G7, bearing and pedestal , looking back and left.



Discovery Date: 05/27/2014

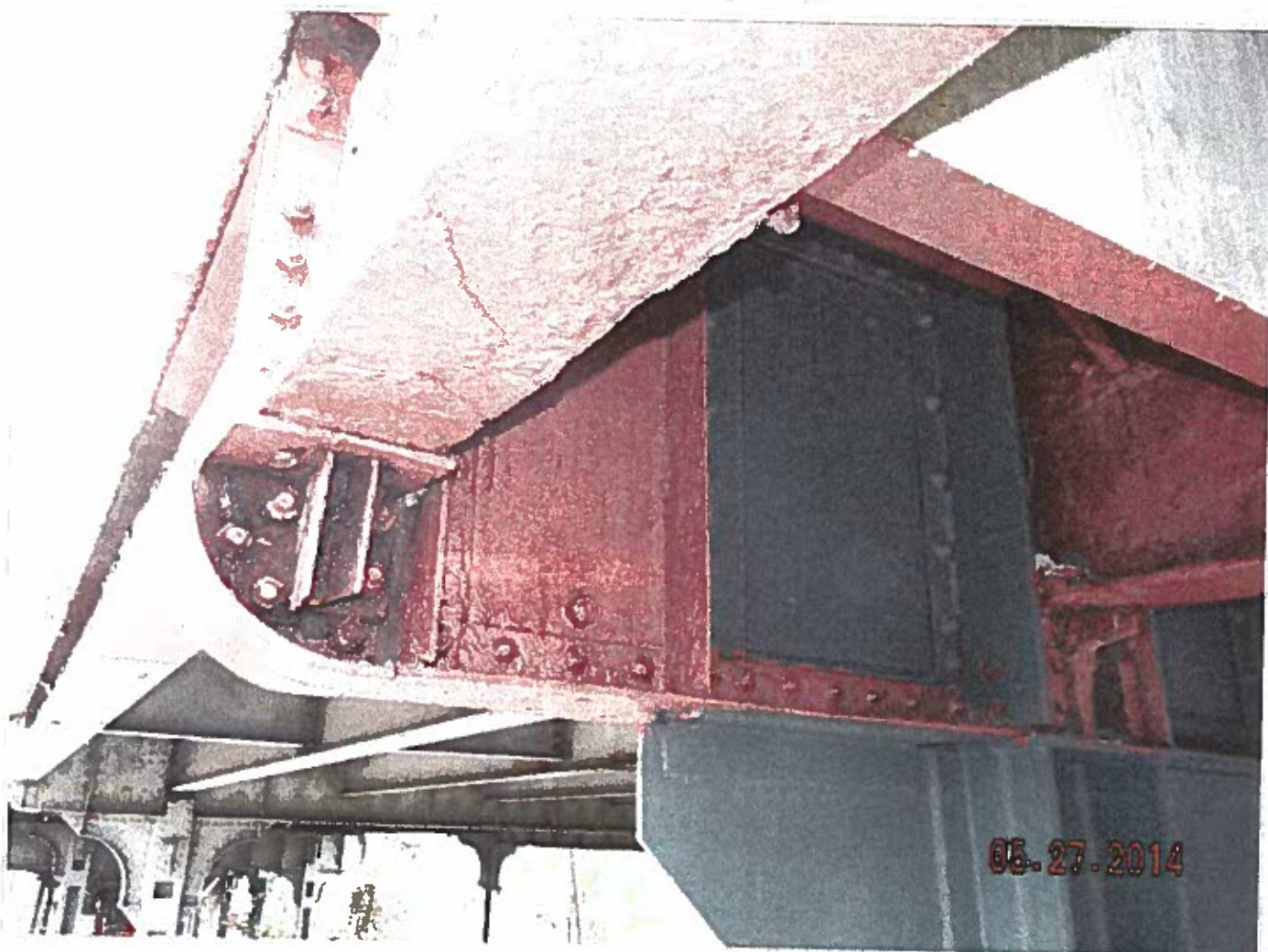
RC: 87 BIN: 2263200

**Yellow Flag 8L140031 Attachment**

Carried: MAIN & RIVER STS    Crossed: RELIEF

14.2263200-6708.JPG - Attached to Yellow Flag 8L140031

Span 13 at Pier 12, girder G7 bearing and pedestal, looking back and left..



Discovery Date: 05/27/2014

RC: 87 BIN: 2263200

**Yellow Flag 8L140031 Attachment**

Carried: MAIN & RIVER STS    Crossed: RELIEF

14.2263200-713.JPG - Attached to Yellow Flag 8L140031  
Span 13 on right side, general view looking back.



# 14

Discovery Date: 05/27/2014

RC: 87 BIN: 2263200

**Yellow Flag 8L140031 Attachment**

Carried: MAIN & RIVER STS    Crossed: RELIEF

14.2263200-7709.JPG - Attached to Yellow Flag 8L140031

Span 13, adjacent girder G6 at Pier 12, looking back and left.



Discovery Date: 06/10/2014

RC: 87 BIN: 2263210

Yellow Flag 8L140033 Attachment

Carried: MAIN & WILDEY STS    Crossed: RELIEF

14.2263210-1161.JPG - Attached to Yellow Flag 8L140033  
Pier 9, left column looking ahead and left.



**Discovery Date: 06/10/2014****RC: 87 BIN: 2263210****Yellow Flag 8L140033 Attachment****Carried: MAIN & WILDEY STS    Crossed: RELIEF**

14.2263210-1162.JPG - Attached to Yellow Flag 8L140033  
Pier 9, left column, end face looking back.



Discovery Date: 06/10/2014

RC: 87 BIN: 2263210

## Yellow Flag 8L140033 Attachment

Carried: MAIN &amp; WILDEY STS    Crossed: RELIEF

14.2263210-1164.JPG - Attached to Yellow Flag 8L140033  
Pier 9, left column, looking back and left.



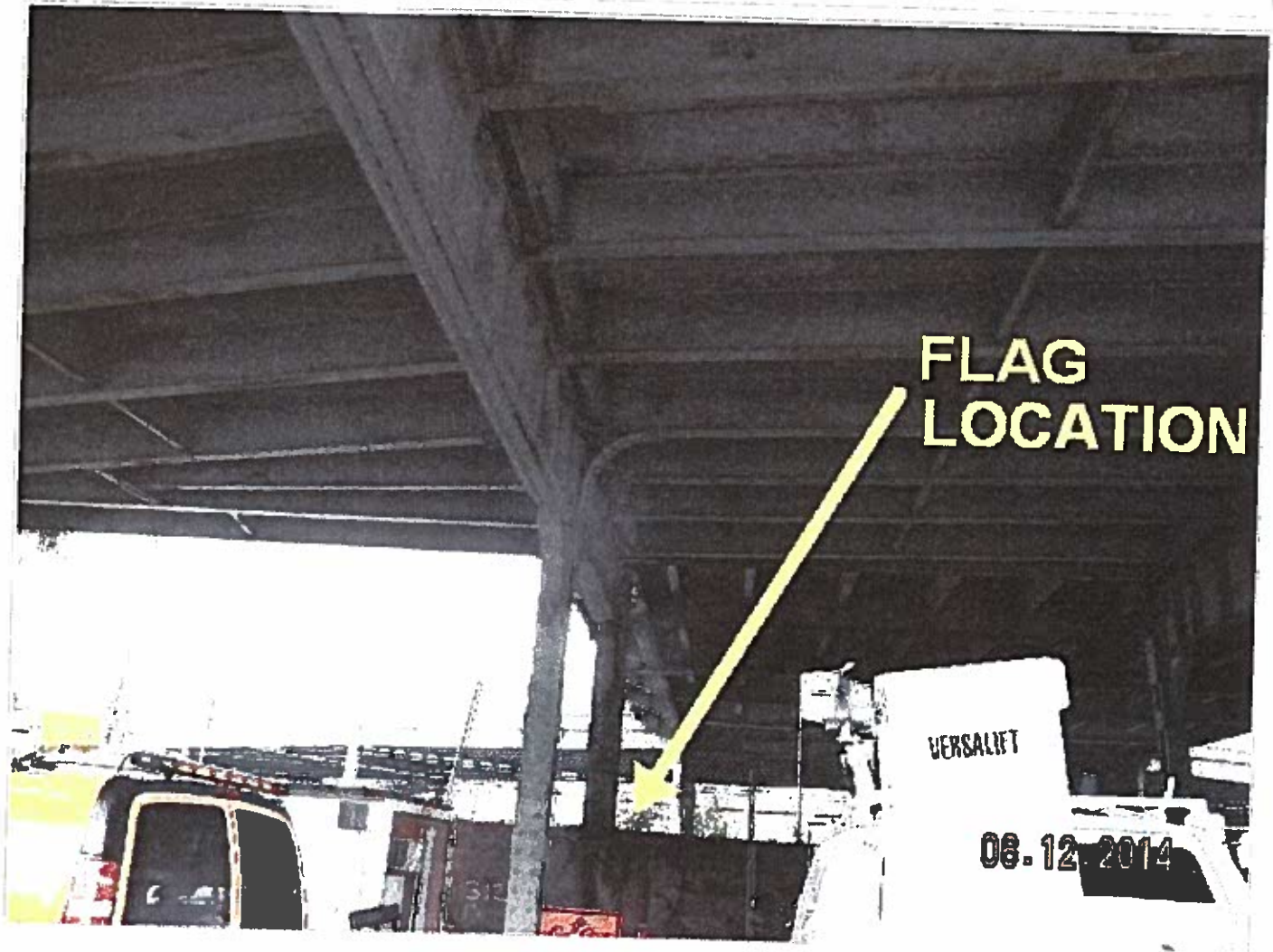
Discovery Date: 06/10/2014

RC: 87 BIN: 2263210

Yellow Flag 8L140033 Attachment

Carried: MAIN & WILDEY STS    Crossed: RELIEF

14.2263210-1229.JPG - Attached to Yellow Flag 8L140033  
General view looking left.



Discovery Date: 6/13/2014

RC: 87 BIN: 2263210

**Safety Flag 8L140035 Attachment**

Carried: MAIN & WILDEY STS    Crossed: RELIEF

14.2263210-1135.JPG - Attached to Safety Flag 8L140035  
Span 2, right fascia, looking ahead and left.



Discovery Date: 6/13/2014

RC: 87 BIN: 2263210

**Safety Flag 8L140035 Attachment**

Carried: MAIN & WILDEY STS    Crossed: RELIEF

14.2263210-1242.JPG - Attached to Safety Flag 8L140035  
Span 7, right fascia, looking ahead and left.



**Discovery Date: 6/13/2014**

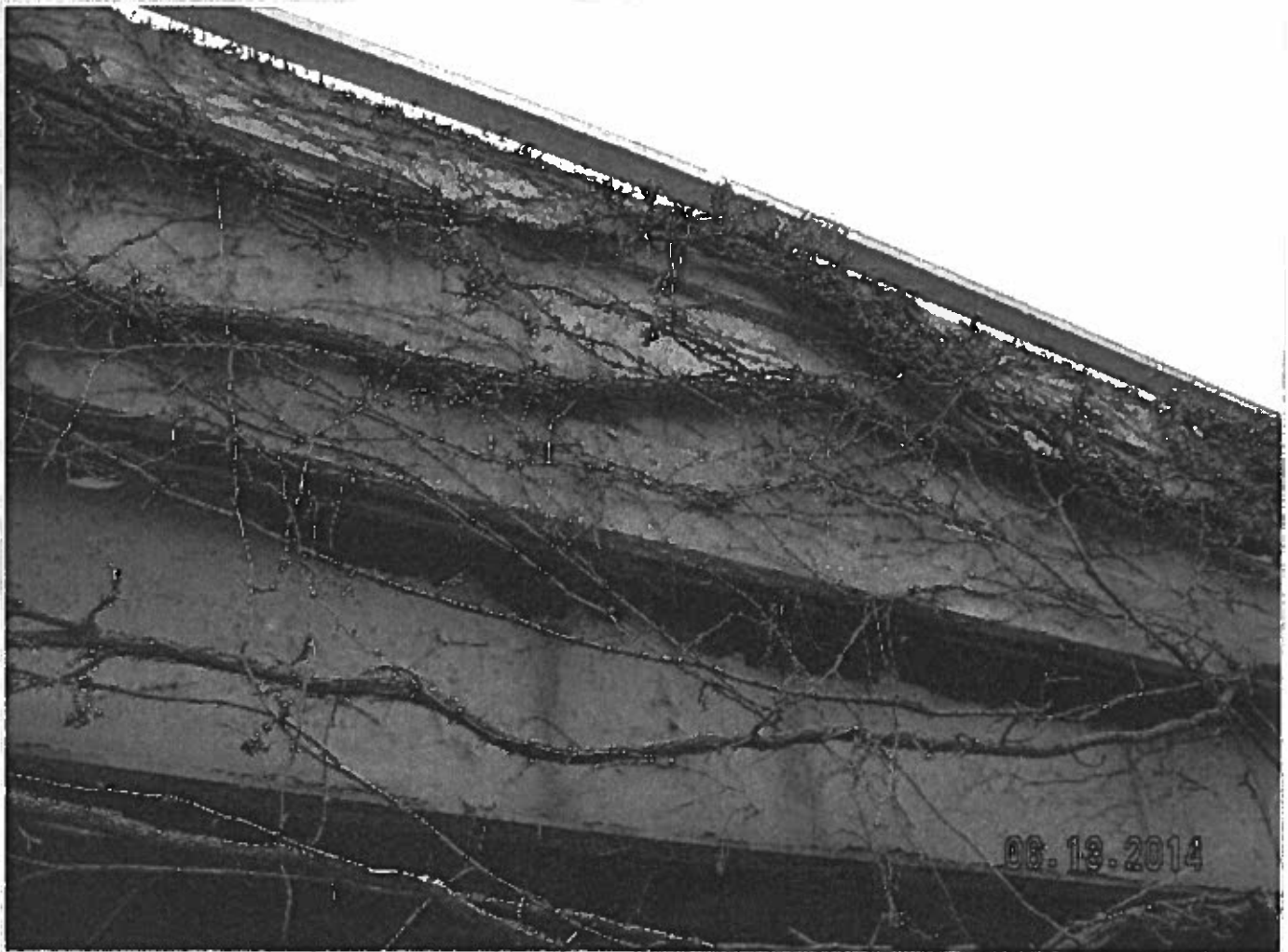
**RC: 87 BIN: 2263210**

**Safety Flag 8L140035 Attachment**

**Carried: MAIN & WILDEY STS    Crossed: RELIEF**

**14.2263210-1243.JPG - Attached to Safety Flag 8L140035**

**Span 20, right fascia, looking ahead and left.**



Discovery Date: 6/13/2014

RC: 87 BIN: 2263210

**Safety Flag 8L140035 Attachment**

Carried: MAIN & WILDEY STS    Crossed: RELIEF

14.2263210-1244.JPG - Attached to Safety Flag 8L140035  
Span 13, left fascia, looking back and right.



06.13.2014

July 25, 2014

Village of Tarrytown  
1 Depot Plaza  
Tarrytown, NY 10591

Attn.: Mr. Howard Wessells  
Email: hwessells@tarrytowngov.com

RE: DOT Violations at  
H-Bridge  
Tarrytown, NY

Gentlemen:

Please be advised, the following work that will be required for the project is outside of the scope of our original contract dated May 26, 2011. As per this additional work we will investigate and address the violations described within the DOT reports dated June 18, June 23, and June 26 (see attached). There are a total of five (5) violations listed within the aforementioned reports. The violations include:

1. Missing bearing at girder end
2. Girder web section loss
3. Stringer section loss and bearing shelf angle section loss
4. Deteriorated concrete along right and left fasciae
5. Column section loss

The first four (4) items will be evaluated and repaired as necessary and the pertaining work is detailed below. The fifth violation regarding the column section loss requires extensive repair work. Due to the location of the column, it must first be determined whether or not said column falls under the jurisdiction of the Village of Tarrytown or under Metro-North authority. We will perform the necessary work to make this determination. Should it be determined that the column falls under Village of Tarrytown responsibility, an additional services letter will be provided detailing the necessary work required and its pertaining cost.

Estimated cost is \$11,000 - \$13,000. In accordance with the additional services section of our proposal, we will perform the work in accordance with our current standard hourly rates below. As all structural work is complete on the bridge as per contract repair plans, the remaining construction budget can be put toward remediating the DOT violations. This may cause the bridge to remain unpainted as originally intended. This additional services proposal is intended to confirm your understanding of the reason for the additional services on the project, nature of the additional work required and any limitations of the services. Please review it carefully and if it is unclear, please call to discuss prior to signing.

**Initial Fee:**

- Detailed review of DOT reports;
- Survey the site to determine conditions;
- Design of all necessary repairs to address violations one through four;
- Prepare plans, details and specifications for the repairs of violations one through four;
- Prepare letter to owner regarding required work;
- Perform construction observation limited to one observation per week for the estimated duration of four (4) weeks. One inspector visit counts as one site visit. It may be necessary for our design engineer or architect to visit the site with our inspector; this would count as two site visits. We will also provide coordination services and additional information as required by contractor during this time. Observation is performed to ensure conformance of construction to the design intent. The timing of key aspects of construction may require site visits to be made more frequently. In addition, changes to the design during construction, unanticipated conditions, as well as scheduling changes by other parties may cause the estimated construction period to exceed our estimate. Site visits beyond these will cause our fees to exceed the estimates below;
- Prepare a letter to the DOT addressing the remediation of violations one through four, the letter is a requirement by the DOT to close out the violations;
- Determine whether or not the deteriorated column falls under Village of Tarrytown jurisdiction.

Note that we cannot proceed with the additional services until we have received the retainer if requested.

Our current standard hourly rates are:

Principal	\$275/\$300
Associate Principal.	\$225/\$250
Project Eng./Manager	\$200/\$225
Sr. Arch/Eng.	\$175/\$200
Arch./Eng.	\$135/\$150
Technical Assistant	\$75/\$100

Please sign and return to our office so that we may proceed with the work. If you have any questions, please feel free to contact our office.

Very truly yours,  
Anthony Stasio, P.E.  
Experion Design Group  
101106

---

Accepted

Date

*Standard Conditions still apply, contact our office for a copy;*



Robert P. Astorino  
County Executive

Department of Planning

Edward Boroughs, AICP  
Commissioner

July 21, 2014

Hon. Drew Fixell, Mayor  
Village of Tarrytown  
One Depot Plaza  
Tarrytown, NY 10591-3199

**Subject: RiverWalk at Losee Park, Village of Tarrytown – Discretionary Funding Policy**

Dear Mayor Fixell:

As you are aware, Westchester County is interested in assisting the Village of Tarrytown with the construction of an approximately one-quarter mile segment of the RiverWalk trailway along the waterfront of the Village's Losee Park. However, before the County can prepare legislation and an Intermunicipal Agreement to provide funding assistance to the Village for this project, the County is required to comply with the terms of the Discretionary Funding Policy, which is part of the settlement in *U.S. ex rel. Anti-Discrimination Center of Metro New York v. Westchester County, New York*.

The Village of Tarrytown is one of the 31 municipalities identified under the housing Settlement as "eligible" to be a location for the affirmatively furthering fair housing (AFFH) units to be created per the Settlement and therefore the Discretionary Funding Policy is applicable. A copy of the Discretionary Funding Policy, as approved by the federal Monitor, is enclosed.

In summary, in order for the County to provide an "eligible" municipality with discretionary County funds, the municipality shall:

*commit to the County, in writing, that it is in compliance with the following terms and conditions in connection with its commitment to affirmatively further fair housing:*

*(a) Recipient Eligible Municipality has adopted municipal zoning code provisions and/or policies which reflect the guidance provided in the Model Ordinance Provisions approved pursuant to the Settlement Agreement and demonstrate a commitment by the Recipient Eligible Municipality to affirmatively further fair housing, including a ban on local residency requirements and preferences and other selection preferences that do not affirmatively further fair housing, except to the extent provided in the Model Ordinance Provisions;*

432 Michaelian Office Building  
148 Martine Avenue  
White Plains, New York 10601

Telephone: (914) 995-1400 Fax: (914) 995-9093 Website: westchestergov.com

*(b) Recipient Eligible Municipality will offer the County a Right of First Refusal to retain and/or purchase any and all land acquired in rem to be used for housing that affirmatively furthers fair housing; and*

*(c) Recipient Eligible Municipality will actively further implementation of the Settlement Agreement through its land use regulations and other affirmative measures to assist the development of affordable housing.*

Thank you for your cooperation. Please let me know if you have any questions or if you would like to meet to discuss this matter. We look forward to continuing our excellent relationship with the Village in completing RiverWalk through the village and in both our efforts to further the development of affordable housing in Westchester County.

Sincerely,

  
Edward Burroughs, AICP  
Commissioner

Enclosure

cc: George Oros, Chief of Staff  
Mary Mahon, Special Assistant to the County Executive  
Michael S. Blau, Village Administrator  
Patrick Natarelli, Chief Planner  
Edward J. Hoffmeister, AICP, Associate Planner

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James E. Johnson  
Partner  
Tel 212 909 6646  
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jejohnson@debevoise.com

January 10, 2012

**BY EMAIL**

Kevin J. Plunkett, Esq.  
Deputy County Executive  
Westchester County  
148 Martine Avenue, 9th Fl.  
White Plains, NY 10601

Keisha Brooks, Esq.  
Office of General Counsel  
U.S. Department of Housing and Urban Development  
451 7th St., S.W.  
Washington, DC 20410

**United States *ex rel* Anti-Discrimination Center of Metro New York, Inc. v.  
Westchester County, New York (No. 06 Civ. 2860 (DLC))**

Dear Mr. Plunkett and Ms. Brooks:

As discussed on our conference call earlier today, I am enclosing a copy of the final Discretionary Funding Policy, as approved by the Monitor.

Sincerely,

  
James E. Johnson

Enclosure

cc: Robert Meehan, County Attorney  
Mary J. Mahon, Special Assistant to the County Executive  
Glenda Fussá, Deputy Regional Counsel, New York Office, HUD  
Vincent Hom, Director, Community Planning & Development, HUD

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## **DISCRETIONARY FUNDING POLICY**

In August 2009, Westchester County entered into a Stipulation and Order of Settlement and Dismissal in *U.S. ex rel. Anti-Discrimination Center of Metro New York v. Westchester County, New York* (the "Settlement Agreement"). Beginning on March 1, 2012, the grant of discretionary intermunicipal funding, including but not limited to County Open Space funds and CDBG funding, ("Discretionary Funding") to municipalities eligible under the Settlement Agreement ("Recipient Eligible Municipalities") shall be conditioned, as appropriate, upon the Recipient Eligible Municipality's commitment to affirmatively further fair housing within its borders. This policy does not apply to municipalities in Westchester County other than the Recipient Eligible Municipalities.

Each Recipient Eligible Municipality shall be required to commit to the County, in writing, that it is in compliance with the following terms and conditions in connection with its commitment to affirmatively further fair housing:

- (a) Recipient Eligible Municipality has adopted municipal zoning code provisions and/or policies which reflect the guidance provided in the Model Ordinance Provisions approved pursuant to the Settlement Agreement and demonstrate a commitment by the Recipient Eligible Municipality to affirmatively further fair housing, including a ban on local residency requirements and preferences and other selection preferences that do not affirmatively further fair housing, except to the extent provided in the Model Ordinance Provisions;
- (b) Recipient Eligible Municipality will offer the County a Right of First Refusal to retain and/or purchase any and all land acquired in rem to be used for housing that affirmatively furthers fair housing; and
- (c) Recipient Eligible Municipality will actively further implementation of the Settlement Agreement through its land use regulations and other affirmative measures to assist the development of affordable housing.

Such commitments by Recipient Eligible Municipality shall be stated in the funding agreement between the County and the Recipient Eligible Municipality.

The funding agreement will also provide that housing units that affirmatively further fair housing must be marketed in accordance with Westchester County's Affirmative Fair Housing Marketing Plan approved pursuant to the Settlement Agreement, throughout the period of affordability.

Applications for Discretionary Funding submitted by non-municipal entities will be reviewed to determine whether or not such entity is acting as an agent of a municipality for purposes of the project for which funding is sought. If such entity is deemed to be acting in the capacity of agent for a municipality, the application will be subject to a review of the agent-municipality's compliance with the policy of affirmatively furthering fair housing stated above. The determination as to whether an agency relationship exists will be based on the principles of law relating to agency relationships in New York State, and the fact that the non-municipal entity/applicant may be required by local municipal codes to obtain municipal approvals or abide by municipal processes for such approvals in connection with such application will not be determinative of the agency relationship. Westchester County will provide notice of all non-municipal applications for funding to the local municipality in which the funding is proposed to be spent.

The County's audit rights under any grant of or funding agreement for Discretionary Funding will extend to all documents, reports, and records which relate to the Recipient Eligible Municipality's commitment to affirmatively further fair housing as described herein. Should Recipient Eligible Municipality fail to abide by any of the above conditions, Recipient Eligible Municipality will be obliged, upon thirty (30) days written notice by the County, to refund any Discretionary Funding paid to the Recipient Eligible Municipality.

# SCOPE ESTIMATE

Tarrytown Riverwalk - Losee Park

1/24/2013

Item #	Description	Unit Words	QUAN	Estimate	
				Unit Price	Extended
203.02	Unclassified Excavation and Disposal	Cubic yards	450	\$50.00	\$22,500.00
206.05	Test Pit Excavation	Each	2	\$1,000.00	\$2,000.00
207.22	Geotextile Separation	Square Yard	183	\$4.00	\$732.00
209.13	Silt Fence-Temporary	Linear Foot	1,315	\$4.00	\$5,260.00
209.22	Construction Entrance	Each	1	\$2,500.00	\$2,500.00
08502.5014	Sawcutting Asphalt Pavement, Concrete Pavement & Asphalt	Linear Foot	50	\$4.00	\$200.00
11607.21	Removing and Disposing Chain Link fence	Linear Foot	1,000	\$10.00	\$10,000.00
W607.6	Bulkhead Railing	Linear Foot	750	\$250.00	\$187,500.00
W607.87	Site Protection Fence with Chain Link Fence Reinforcing	Linear Foot	1,025	\$10.00	\$10,250.00
W607.0513	Chain Link Fence 6'-0"	Linear Foot	600	\$70.00	\$42,000.00
608.020101	Asphalt Concrete Sidewalks, Driveways & Bicycle Paths	Ton	310	\$175.00	\$54,250.00
609.04	Cast in Place Concrete Curb (as detailed)	Linear Foot	750	\$30.00	\$22,500.00
610.1403	Topsoil-Lawns	Cubic Yard	250	\$50.00	\$12,500.00
610.1602	Turf Establishment-Lawns	Square Yard	2,000	\$2.50	\$5,000.00
611	Plantings	Each	1	\$10,000.00	\$10,000.00
614.0421	Care of Trees Over 12" to 24" Diam. At Breast Height-Pruning	Each	5	\$500.00	\$2,500.00
W615	Benches	Each	4	\$1,500.00	\$6,000.00
619.01	Basic Work Zone Traffic Control	Lump Sum	1	\$10,000.00	\$10,000.00
W620.17	River Rounded Stone	Cubic Yard	30	\$100.00	\$3,000.00
623.12	Crushed Stone (In Place Measure)	Cubic Yard	100	\$60.00	\$6,000.00
670.00	Lighting - 15 pedestrian poles @ 9,000/pole	Lump Sum	1	\$135,000.00	\$135,000.00
637.11	Engineer's Field Office Type 1	Month	6	\$2,000.00	\$12,000.00
645	Signage	Lump Sum	1	\$7,500.00	\$7,500.00
				Subtotal	\$414,692.00
W699.020001	Mobilization (2.00% of Subtotal)	Lump Sum			\$8,293.84
W699.040002	Contract Bonds & Insurance (3.00% of Subtotal)	Lump Sum			\$12,440.76
W800	Miscellaneous Additional Work (15% of all)	Lump Sum			\$65,313.99
				Total	\$500,740.59
				say	\$500,000.00

Design (12%) \$60,000.00

Construction Admin. (10%) \$50,000.00

Contingency (10%) \$50,000.00

Admin (2%) \$10,000.00

**GRAND TOTAL** **\$670,000.00**