

**VILLAGE OF TARRYTOWN  
BOARD OF TRUSTEES  
WORK SESSION 6:00 P.M.  
WEDNESDAY, APRIL 1, 2015  
Tarrytown Village Hall  
One Depot Plaza, Tarrytown, New York**

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Board of Trustees Concerns

Open Session

1. Friends of Neperan Park
2. Proposal for Landscape Architecture Design Services – Gracemere Trail
3. Painting – Riverside Hose
4. Sinkhole Repair – RiverWalk Park
5. Arbor Day Resolution
6. RFP – Lift Gate for New 12 ft. Dump Body
7. Consulting Agreement – CPI-HR re Affordable Care Act Activities
8. Amend Master Fee Schedule – Long Term Parking
9. Fire Department Membership Changes
10. TVAC Service Award Pension Program 2014
11. Lake Savers
12. RiverWalk Park Landscaping
13. Contract with New New York Bridge Community Benefits Fund – Fire Truck
14. Budget Meetings and Public Hearings
15. Bond Resolutions

Executive Session

- 1A. (1) Parks and Recreation Staffing
- 1A. (2) Temporary/Seasonal Employee Recreation
- 2A. Fire Department Membership

March 6, 2015

To: Drew Fixell, Mayor, and the Trustees of the Village of Tarrytown

From: Friends of Neperan Park

We are writing to provide information about Friends of Neperan Park (FNP), in order to gain the Village's endorsement of our group. Following the model set by Friends of the RiverWalk and Friends of Wilson Park, this endorsement will allow our group to affiliate with Friends of Westchester County Parks. In turn, Friends of Westchester County Parks will provide our group with an accounting and auditing structure while conferring on us 501(c)(3) tax status.

#### Mission and Philosophy

The goal of Friends of Neperan Park is to maintain and improve the natural landscape of the park while promoting community activity and pride of place. Specifically:

- We seek to maintain and improve the cleanliness, beauty and environmental sustainability of Neperan Park through hands-on work by volunteers from the neighborhood, local schools (including EF) and Rivertown residents.
- We plan to educate Friends and other community members about the local ecology and the skills required for stewardship of Neperan Park, including the removal of invasive plants.
- We plan to facilitate cooperation between the Village and available resources from state and county agencies as well as environmentally-oriented nonprofits.

Friends of Neperan Park takes pride in the unique character of the park. Neperan is ecologically important as the Village's only inner urban semi-wild green space. It also serves as a neighborhood bridge by providing a common space shared by the Hamilton Place neighborhoods to the north and the Neperan Road neighborhoods to the south. Friends of Neperan Park is mindful of the history of the park, especially the Village's open space planning efforts and the

intentions that guided the creation of the park. Equally, FNP respects past and ongoing community efforts at the park by BUDS, Little Gardens of Tarrytown, and the Tarrytown Beautification Foundation. Our organization has cross-affiliations with these groups and intends to work with all parties interested in caring for the park.

### 2015 Projects and Goals

- FNP is applying for affiliation with Friends of Westchester County Parks. To date: We have met with Christine La Porta of FWCP and the process is underway.
- An initial project will coordinate a volunteer effort to make the Hamilton Place entrance to the park as attractive and ecologically useful as the entrance at Neperan Road is now. We intend to plant the weedy bed by the sidewalk, establish a fern garden on the eastern side and remove invasive plants. To date: Together with TEAC and the Tarrytown Lakes Committee, FNP is sponsoring the annual village wide cleanup on April 18. The cleanup at Neperan Park will be our first step towards achieving this goal.
- We will launch a Friends of Neperan Park Facebook page. To date: Our page is up and running and offers changing photos of the park and also ecological news links. The pages provide a calendar of events and will later share images of local dogs and their owners, a major constituency of the park.
- We are planning at least one community fund raising event in the park each summer. To date: We have started preliminary work on the first annual open invitational croquet tournament. Other possible fundraising events include a dog fair and an art show.
- For financial support we will look to individual donations, local businesses, and as well as organizations such as PRISM (Partnership for Regional Invasive Management).
- We are seeking nonfinancial partnerships with the Historical Society Serving Tarrytown and Sleepy Hollow, Little Gardens of Tarrytown, Hill and Dale Garden Club, the New York chapter of the American Fern Society, the Native Plant Center at Westchester Community College, and the Tarrytown Environmental Advisory Council (TEAC), among others.

### FNP Organization

The Friends of Neperan Park will be guided by a self-perpetuating steering committee. Currently the board consists of Carolyn Cryan, Jon Osterman (co-president/treasurer), Patricia Pinckney, and Nancy Stedman (co-president). Robert Welsch is a member of our advisory committee. Anyone who wishes to participate can become a non-voting member of the group. Volunteers at park events, financial supporters, and virtual participants via our Facebook page will all be considered Friends of Neperan Park.

### Relationship with The Village of Tarrytown

Friends of Neperan Park seeks to emulate the organizational model of Friends of the RiverWalk while adapting our activities to suit the specific conditions of Neperan Park. Just as we intend to promote community at the park, we also envision serving as a neighborhood “eyes and ears” for the Village, periodically reporting on conditions at the park. FNP has begun an active relationship with Joe Arduino and the Parks and Recreation Advisory Council, and we hope to be participants in any conversations about the park’s plant materials and hardscaping. For instance, we would like to be involved in discussions about repairing or replacing the central pathway.

We look forward to meeting with the Board of Trustees, sharing our enthusiasm for the park, and answering any questions you may have.

Sincerely,

Friends of Neperan Park, Steering Committee



**Munz Associates**  
**Architecture & Landscape Architecture, PLLC**  
Tel (914) 358-5450 Fax. (914) 358-5451

## **Firm Profile**

**Munz Associates Architecture and Landscape Architecture, PLLC** is a Certified WBE (Women Owned Business Enterprise) and has consistently provided the highest quality professional services to the private and public sector since 2006. A combination design firm of architectural and landscape architecture, we work with the client to provide a coordinated design approach (site and building) and/or work separately on either building design or landscape design and site planning.

The work of the firm partners has included providing planning and design services for municipalities, institutions, park and recreational systems and facilities, and residences. Both principals have extensive team experience in working with multi-disciplinary firms, engineers, and planners as both team lead and sub-consultants.

## **Our Strengths**

As a small firm, the principals are directly involved with the client throughout the entire process and are able to provide a very personalized approach. This personalized approach together with our extensive and varied experience, creativity and commitment to the client throughout the course of the project are what results in a successful collaborative relationship and ultimately a successful project. Our goal is to provide our clients with outstanding service that achieves objectives, respects budgets and enhances the collaborative process with our client and consultants.

**Clifford L. Munz AIA** has experience in a wide range of residential, municipal and commercial projects and has completed the (BPI) Business Performance Institute's Building Analyst training program for energy efficiency. Additionally his carpenter beginnings and his extensive construction management experience provide the firm with strong construction documents production and contract administration capabilities.

**Lucille S. Munz ASLA** has extensive experience in municipal, corporate, institutional and residential work and has developed strong skills in working with small and large citizen groups as well as extensive experience in coordinating with local, State, and Federal agencies. Her most recent work has been on sustainable landscape design projects, LEED compliance and DEIS/FEIS reviews.

## **Consulting Services:**

- Architectural Design
- Landscape Design
- Site Planning
- Construction Document Production
- Native Plant Design
- DEIS/FEIS Review
- Construction Administration
- Owner/Advocate



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### **PROJECT SHEET**

#### **Riverwalk**

**Croton-on-Hudson, NY**

#### **Client**

Village of  
Croton-on-Hudson, NY

#### **Location**

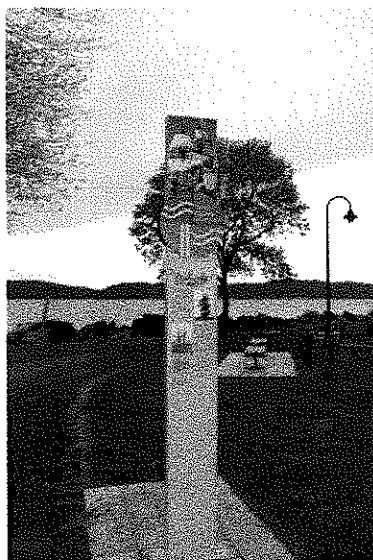
½ Mile Trail Along  
Hudson River

#### **Construction Budget**

Phase I – \$2.6 Mil.

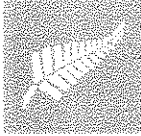
#### **Completion Date**

Phase I Fall 2009



#### **DESCRIPTION:**

Developed conceptual plans and construction documents for the Village of Croton-on-Hudson, Phase I of Westchester County's Riverwalk Trail. Work included pathway designs, including decking and observation areas, shoreline stabilization, interpretive signage, site amenities, and re-vegetation of the entire project area with native plantings and erosion control plantings. The park is highly successful due to initial stakeholder meetings and communications with various permitting agencies.



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March 2, 2015

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

**Re: Gracemere Trail Plan Proposal – Greenway Grant #2014-W-01**

Dear Mr. Blau:

*Munz Associates* is pleased to submit our Proposal for Landscape Architecture Design Services for the Gracemere Trail Plan Project located in Tarrytown, NY.

**Description of Project:**

The Project consists of developing a recreational trail plan approximately 5,000 linear feet in length through a series of negotiated public easements and open space conservation areas in the Village of Tarrytown through the Emerald Woods subdivision area in order to promote connectivity between Gracemere Park and Taxter Ridge Park Preserve. The proposed trail includes 2,500 linear feet through wooded conservation areas and 2,500 linear feet along shared roadway areas leading to Taxter Ridge Park Preserve.

The project will outline existing conditions and provide a resource inventory including but-not-limited-to:

- Existing public and private trails
- Environmental conditions
- Habitat assessment
- Viewpoints of scenic quality
- Historic resources

The design components of the trail will include

- Trail design recommendation i.e. width, materials and location
- Access points, intersections and connections
- Proposed trail amenities i.e., signage, seating, picnicking and viewing areas
- Suggested plantings and invasive species as management

The plan will include an outline for priority and phasing recommendations with regard to implementation. In addition, our work will include long-term management considerations such as stewardship, public safety and maintenance recommendations. An overview of marketing, public education such as interpretive signage, volunteer plan and collaboration will also be included in the recommendation report.

**Basic Scope of Services:**

Munz Associates will provide Landscape Architectural Design Services to suit the project as follows:

- Data Assembly – site visit/mapping and report
- Conceptual Trail Plan – mapping and design recommendations
- Summary report to include:
  - Priority and phasing recommendations
  - Long-term management considerations such as stewardship
  - Public safety and maintenance recommendations
  - Marketing, public education such as interpretive signage and volunteer plan and collaboration recommendations
  - Preliminary Cost estimates

**Deliverables for this project shall include:**

- Conceptual Trail Plan Map
- Summary Report for items indicated in the project description and as noted above in Basic Scope of Work

**Permitting: - N.I.C.****Meetings:**

It is anticipated that (4) Four meetings with Village staff/committees and/or Village Board will be required to complete the work and review the progress and final submission drawings and report. These meetings are included in the fee proposal.

*\* Additional meetings are billed on an hourly basis at the Principal's fee per our rate schedule*

**Fees and Conditions:**

Munz Associates shall perform these services for a lump sum fee of **TEN THOUSAND DOLLARS (\$10,000.00)**. This fee is based upon a discounted flat hourly rate of \$80/hr. with 125 hours budgeted for the project. Should the project change substantially a new fee will be negotiated.

**Fee Breakdown:**

The fee has been broken down as follows:

Data Assembly/Site Analysis	\$4,000.00
Preliminary Trail Design	\$3,000.00
<u>Final Report Recommendations</u>	<u>\$3,000.00</u>
<b>Total Fee</b>	<b>\$10,000.00</b>

**Out of Scope / Additional Services:**

The above listed base scope of work does not include the services listed below which we do not anticipate for this project:

- Site engineering or geotechnical reports or studies
- Traffic or Environmental engineering
- Fees for applications for approvals, building permits and all other fees as required.
- Architectural renderings or models

If additional services and/or Out-of-Scope Services be required for this project, we will provide advance notification in a written proposal for Out-of-Scope Services (plus reimbursable expenses) will be submitted for your review and acceptance in advance of performing the work.

*Munz Associates* will not provide Out-of-Scope Services without prior written approval.

#### **Reimbursable Expenses:**

*Traditional reimbursable and out of pocket expenses such as reproduction have been included with the exception of the bid package.*

**Out-of-house Consultant(s) - None anticipated**

#### **Payments:**

*Munz Associates* shall invoice at the completion of each task and/or at percentage complete of each task for fees and expenses incurred with payment due upon receipt of invoice. We request that you review each invoice upon receipt and inform us as to any discrepancies or other problems within fifteen (15) days of receipt. If no comment is received within this period, the invoice will be considered correct, approved and payable. All outstanding balances beyond thirty (30) days of the invoice shall be subject to a late fee of 1 ½% per month. If the Owner fails to make payments within sixty (60) calendar days, *Munz Associates* reserves the right to suspend Professional Services under this Agreement. In the event of a suspension of services, *Munz Associates* shall have no liability to the Owner for delay or damage caused by the Owner because of such suspension of services.

#### **Termination:**

Either Client or *Munz Associates* may terminate this Agreement upon seven days written notice. If terminated, Client agrees to pay *Munz Associates* for all Basic and Additional Services rendered and Reimbursable Expenses incurred up to the date of termination. Upon not less than seven days' written notice, *Munz Associates* may suspend the performance of its services if Client fails to pay *Munz Associates* in full for services rendered or expenses incurred. *Munz Associates* shall have no liability because of such suspension of service or termination due to nonpayment.

#### **Dispute Resolution:**

Client and *Munz Associates* agree to mediate claims or disputes arising out of or relating to this Agreement as a condition precedent to litigation. The mediation shall be conducted by: an appropriate mediation service experienced in handling construction disputes or any other mediation service acceptable to the parties. A demand for mediation shall be made within a reasonable time after a claim or dispute arises and the parties agree to participate in mediation in good faith. Mediation fees shall be shared equally. In no event shall any demand for mediation is made after such claim or dispute would be barred by the applicable law.

**Ownership of Documents:**

All instruments of professional service prepared by *Munz Associates*, including, but not limited to, drawings and specifications are the property of *Munz Associates*, and these documents shall not be reused on other projects without Landscape Architect's written permission. *Munz Associates* retains all rights, including the copyright in its documents. Client or others cannot use *Munz Associates* documents to complete this Project with others unless *Munz Associates* is found to have materially breached this Agreement.

*Munz Associates* reserves the right to include representations of the Project in its promotional and professional materials.

**Governing Law:**

This Agreement is governed by the law of the State of New York.

**Entire Agreement and Severability:**

This Agreement is the entire and integrated agreement between Client and *Munz Associates* and supersedes all prior negotiations, statement or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Client and *Munz Associates*.

In the event that any term or provision of this agreement is found to be void, invalid or unenforceable for any reason, that term or provision shall be deemed to be stricken from this agreement, and the balance of this agreement shall survive and remain enforceable.

**No Assignment:**

Neither party can assign this Agreement without the other party's written permission.

**Limited Construction Phase Services:**

Notwithstanding any other term in this Agreement, *Munz Associates* shall not control or be responsible for another's means, methods, techniques, schedules, sequences or procedures, or for construction safety or any other related programs, or for another's failure to complete the work in accordance with the plans and specifications.

**Indemnification:**

Client agrees to indemnify, defend and hold *Munz Associates* harmless from and against any and all claims, liabilities, suits, demands, losses, costs and expenses, including, but not limited to, reasonable attorneys' fees and all legal expenses and fees incurred on appeal, and all interest thereon, accruing or resulting to any and all persons, including injury or death, or economic losses, arising out of the Project and/or the performance or non-performance of obligations under this Agreement, except to the extent such damages or losses are found by a court or forum of competent jurisdiction to be caused by *Munz Associates* negligent errors or omission.

**Legal Fees:**

Should any legal proceeding be commenced between the parties to this Agreement seeking to enforce any of its provisions, including, but not limited to, fee provisions, the predominantly prevailing party in such proceeding shall be entitled, in addition to such other relief as may be granted, to a reasonable sum for attorneys' and expert witnesses' fees, which shall be determined by the court or forum in such a proceeding or in a separate action brought for that purpose. For purposes of this provision, "prevailing party" shall include a party which dismisses an action for recovery hereunder in exchange for payment of the sum allegedly due, performance of covenants allegedly breached, or consideration substantially equal to the relief sought in the action or proceeding.

**Waivers of Consequential Damages and Subrogation:**

Client and *Munz Associates* waive all claims to consequential damages for any claims or disputes arising out of or relating to this agreement.

In addition, Client and *Munz Associates* waive all claims against each other to the extent covered by any applicable insurance during design or construction, including but not limited to claims for subrogation.

**No Third Party Beneficiaries:**

Nothing in this agreement is intended to create a contractual relationship for the benefit of any third party. There are no intended beneficiaries of this agreement except *Munz Associates* and Client.

**Expiration of Proposal:**

This proposal is valid for thirty (30) days from the date of issuance whereby a new fee will be negotiated.

Our intent is that conditions of the agreement meet those of our client. If the Scope described in this Proposal differs from your needs, please notify this office and we will reconcile the Proposal.

Please return one (1) signed copy of this Proposal as a **Notice to Proceed** and keep the other for your records.

This Proposal is based upon using the AIA B151 Owner/Architect Agreement and we trust this Proposal meets with your approval. We look forward to working together with you on this very interesting project.

Should you have any questions or require additional information, please feel free to contact this office.

**Munz Associates**  
**Architecture / Landscape Architecture**

Lucille S. Munz, ASLA  
Principal

*Lucille S. Munz*

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Accepted by – Owner / Agent

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Date



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## **Parks and Recreation Facilities**

Recreation Master Plan  
and Recreation System Analysis  
*White Plains, New York*

Croton Riverwalk Park  
Design & Construction Documents  
*Westchester County, New York*

Gedney Park Master Plan  
& Phased Construction Documents  
*New Castle, New York*

Amsterdam Property Master Plan  
& SEQRA with Pre-Engineering  
*New Castle, New York*

Schultze Field  
Design & Construction Documents  
*Yonkers, New York*

Pelton Park  
Design & Construction Documents  
*Yonkers, New York*

Welty Park  
Design & Construction Documents  
*Yonkers, New York*

Sunset Park  
Design & Construction Documents  
*Croton-on-Hudson, New York*

Stillwell Park  
Design & Construction Documents  
*Yonkers, New York*

Recreation Masterplan  
Village of Croton  
*Croton on Hudson, New York*

O' Boyle Park & Basketball Court  
Design & Construction Documents  
*Yonkers, New York*

Westchester County Riverwalk Master  
Plan – Guidelines & Planning  
*Westchester County, New York*

Buena Vista Park  
Design & Construction Documents  
*Yonkers, New York*

Clemens Park  
Design and Construction Documents  
*Yonkers, New York*

Georgia Park  
Design & Construction Documents  
*Yonkers, New York*

Lennon Park  
Design & Construction Documents  
*Yonkers, New York*

Ragone-Muscente Park  
Design & Construction Documents  
*Yonkers, New York*

Caryl Place Park  
Design & Construction Documents  
*Yonkers, New York*

Paulding School Playground  
Design & Construction Documents  
*Tarrytown, New York*

Riverfront Park & Travis Cove  
Design & Construction Documents  
*Peekskill, New York*

Trenchard Street Park  
Design & Construction Documents  
*Yonkers, New York*

Bedford Village Playground Design  
Design & Construction Oversight  
*Bedford, NY*



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# ***VILLAGE OF TARRYTOWN***

## ***INTERNAL MEMORANDUM***

To: Mayor Fixell and the Board

From: Michael Blau, Village Administrator

Date: March 11, 2015

Subject: Painting of Riverside Hose

Please be advised that I have received three proposals for the painting of the firehouse bay, hallway to the kitchen, first floor bathroom, stairway ceiling and walls of the staircase leading to the second floor, and the painting of the second floor bathrooms. The cost proposals received were as follows:

Robert G. Kearns - \$9,780  
Shell Construction, Inc. - \$12,775  
Ivkosic Painting - \$14,500

I have included herewith a copy of the Policy Statement adopted by the Board of Trustees in 2013 associated with improvements to buildings. As you may note in Clause 2 of the Policy Statement, any building improvement or maintenance project with a cost between \$5,000 and \$10,000 must be submitted to the Board of Trustees for approval. Chief Logan obtained price quotes for the project prior to obtaining approval from the Board of Trustees. I was not aware that Chief Logan was obtaining these price quotes until they were delivered to me. I would like to discuss with the Board this proposed project.

## Policy Statement – Improvements to Village Buildings

Adopted by the Board of Trustees on September 16, 2013

WHEREAS, the Village of Tarrytown, through its Board of Trustees provides buildings for the operation of the various Village departments; and

WHEREAS, the buildings in which the Village departments operate are owned by the Village of Tarrytown and maintenance and improvements to the buildings are paid for from either the operational budgets included in the annual Village operational budget or in the annual Capital Budget, both of which are budgets that are approved by the Board of Trustees; and

WHEREAS, building improvement projects included in the annual Capital Budget are specifically listed for approval by the Board of Trustees and those identifiable projects are the projects for which the Board of Trustees has granted approval and by granting such approval by inclusion in the Capital Budget the Board has thereby authorized staff to proceed with those specific improvement projects; and

WHEREAS, building improvement projects paid out of the operating budget have not received specific approval for the project from the Board of Trustees; and

WHEREAS, with budgets becoming more difficult due to the financial difficulties experienced by municipalities as well as the impact of the 2% tax levy cap, all improvement projects need to be scrutinized and thereafter approved by the Board of Trustees; and

WHEREAS, the Board of Trustees believes that it is necessary to establish a policy to address the manner in which building improvement projects in all Village departments are reviewed and approved;

NOW THEREFORE BE IT RESOLVED that the Board of Trustees of the Village of Tarrytown does hereby establish the following policy in regards to building improvement projects.

### POLICY STATEMENT IMPROVEMENTS TO VILLAGE BUILDINGS

- 1) Any building improvement or maintenance project on buildings owned by the Village of Tarrytown that has an estimated cost of \$10,000 or more shall be included in the annual Capital Budget of the Village of Tarrytown.
- 2) Any building improvement or maintenance project that has an estimated cost of \$5,000 or more and less than \$10,000 shall first be submitted to the Board of Trustees for approval

before the Department Head shall obtain price quotes for the improvement or maintenance project.

- 3) Building improvement projects shall be considered as a whole and shall not be broken down into component parts in order to avoid the requirements of this policy.
- 4) The proposed project shall be submitted to the Village Administrator for inclusion in a Work Session agenda. Should the Board of Trustees or Village Administrator deem it necessary to have the Department Head or his/her designee present to fully describe the proposed project, the Department Head or his/her designee shall be invited to attend the Work Session. The Department Head or his/her designee may be requested to provide additional information to justify the proposed improvement or maintenance project.
- 5) Should an improvement or maintenance project commence prior to receiving Board of Trustees approval, the Board of Trustees shall have the authority to immediately stop the work on the project that has not received Board of Trustees authorization.
- 6) Village buildings are listed below:

Consolidated Firehouse – 177 Sheldon Avenue  
Department of Public Works - 4 Division Street  
Eastview Pump Station – Neperan Road  
Main Street Firehouse – 50 Main Street  
Old Police Headquarters – 150 West Franklin Street  
Phenix Hose Firehouse – 2 Mechanics Avenue  
Recreation and Parks Building – 238 West Main Street  
Recreation and Parks Department Quonset Hut – Green Street  
Riverside Hose Firehouse – 120 West Franklin Street  
Senior Center – 240 West Main Street  
Skate Shack and Shelter – Neperan Road  
Village Hall/Police Department – One Depot Plaza  
Washington Engine Firehouse – 157 White Plains Road  
Water Pump Station/Shaft 10 – 401 Neperan Road

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

TO: Mayor Fixell and the Board of Trustees  
FROM: Michael Blau, Village Administrator  
RE: Sinkhole Repair, RiverWalk Park  
DATE: March 10, 2015

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There are two major sinkholes that have formed in the northern half of RiverWalk Park on the property obtained from National RE/sources. During the construction process for the park, three sinkholes developed and were repaired through a cooperative payment program where National RE/sources paid for one-half of the cost of the repair and the remaining one-half was divided equally among Westchester County, Scenic Hudson and the Village. However, that cooperative payment program occurred prior to the Village taking ownership of the property.

When the sinkholes developed, the Village contacted McLaren Engineers, the marine engineering firm the Village has used in the past. The first review and cost estimate developed, which served as the basis for the Board approving a capital appropriation of \$811,000 in the FY 14-15 Capital Budget related to the repair of the specific sinkhole locations. However, based upon further discussions among McLaren, the Village Engineer and me, McLaren conveyed that they believed it may be cost effective to repair all of the areas under the "relieving platform" that were not repaired during the construction of the park so as to eliminate the probability that new sinkholes will develop in the unrepaired area. The Village would save money associated with mobilization, insurance, design and engineering, construction management and overall construction costs. A report was developed by McLaren and I have included portions of that report for your review to provide you visuals of the problem under the relieving platform. The cost associated with the repairs to the bulkhead (approximately 20' in from westerly edge of relieving platform) and bottom of the relieving platform is included herewith as well as other repair work that will ultimately need to be completed within the next five years (shims for piles, pile post repair, etc.). The repairs to the bulkhead actually included the construction of a new timber bulkhead (similar to a tongue and groove floor) four feet away from the existing bulkhead and the pumping of specialty concrete between the new bulkhead and the old bulkhead. As you may note the costs are as follows:

- Bulkhead and Platform Repair - \$1,584,786
- Other repairs - \$172,096
- Total - \$1,756,882

According to the new Director of Marine Engineering Services, who previously worked for a marine construction company, he believes that these estimates are very conservative and that the Village can expect bids ranging from \$1,100,000 to \$1,400,000.

The funds available for this project are as follows:

- Capital appropriation - \$811,000
- Scenic Hudson funds remaining from RiverWalk Park construction - \$162,717.20
- Total - \$973,717.20

The remaining funds necessary could be appropriated from two existing Trust and Agency accounts. The first account is the Recreation Fund, which are funds deposited in conjunction with subdivision or development projects which are reviewed and approved by the Planning Board. The amount in this account is \$256,947.72. The second account is the various monies received from the Hudson Harbor project. The amount in this account is \$3,413,661.

It is the recommendation of staff that the entire project be completed which should eliminate the possibility of sinkholes developing for a period of 20 – 25 years.

## 1.0 EXECUTIVE SUMMARY

The McLaren Engineering Group (McLaren) conducted a condition survey of the Pierson Park North bulkhead and relieving platform in November 2014. The Site is located in Tarrytown, NY and lies on the eastern bank of the Hudson River, approximately one mile north of the Tappan Zee Bridge. The objective of the inspection was to evaluate the present condition of the relieving platform and bulkhead for structural soundness. Our structural soundness criteria conformed to that determined in the Haley & Aldrich report dated May 19, 2009.

The structure consists of a timber relieving platform founded on timber piles that support timber pile caps and deck planks beneath approximately 6 feet of earthen fill. The fill is retained by a concrete seawall on the outboard face of the structure. A timber bulkhead structure retains fill inshore of the platform. The pile bents vary in length and configuration along the entire platform and display previous repairs performed throughout the structure's lifespan. The center of the platform, from Sta. 4+53 to 6+02 comprises steel sheets that were driven along the outboard face. The platform's substructure south of the steel sheet pile, from Sta. 2+93 to 4+53, was repaired in 2004 and contains the most sound timber elements.

To accurately assess the condition of the platform, the site was separated into 4 segments. A summary of each segment is presented below.

- Sta. 0+00 to 2+93: Platform is in **poor** condition. (Segment 1)
- Sta. 2+93 to 4+53: Platform is in **fair** condition. (Segment 2)
- Sta. 4+53 to 6+02: Platform is in **good** condition. (Segment 3)
- Sta. 6+02 to 8+45: Platform is in **poor** condition. (Segment 4)

Overall the timber platform is in **fair** condition due to significant deterioration of the timber elements within the tidal zone. The segments of the platform which were rated as **serious** or **critical** were governed by segments that contained widespread areas of deteriorated timber elements. In addition, there are several areas within the timber backwall that have deteriorated to the point where fill loss is visible and has led to sinkholes upland.



## **2.0 SITE DESCRIPTION**

The area of the Pierson Park North River Walk is predominately supported on an earthen filled low level timber platform, with a concrete gravity wall along its western edge. The platform is approximately 845 feet long, extending from the riprap revetment at West Main Street and terminating at a steel sheet pile wall that turns eastward toward River Street at the extreme North end of the park. The platform varies in width from 16 feet to 20 feet with soil varied forms of soil retention on the inshore edge.

The typical construction consists of a low level timber platform supported on 12 inch by 12 inch timber pile caps spaced approximately 6 feet on center, bearing on 12 inch diameter timber piles. The platform supports a concrete gravity wall (also referred to as the "seawall") at its western edge and abuts a timber cutoff wall at its eastern edge. Inshore of the seawall, the platform supports roughly 8 feet of earthen fill. This type of construction exists for approximately 695 feet of the walkway, interrupted by approximately 150 feet of steel sheet pile bulkhead containing earthen fill. Asphaltic paving has been placed atop the historic fill for the full length of the structure. A general view of the structure is shown in Photos 1 and 2.

There have been several restoration and repair projects conducted at the site over the past decade to extend the serviceability of the platform. During past repair efforts, a structural deck was installed under the compacted earth fill to address structural deficiencies in the timber deck beneath the fill. The extent of the structural decking is not entirely certain; however, in all instances where the divers detected gaps in the timber deck boards, concrete decking was observed.

## **3.0 INSPECTION METHODOLOGY**

The inspection team stationed the Site beginning at the south edge of the platform with Sta. 0+00. Stationing was marked relative to the outboard face of the platform and ended at the north end of the site, at Sta. 8+45. Using this stationing, the inspection team was able to accurately document the location of all in-water findings.

The McLaren Engineering Group (McLaren) mobilized commercial diving operations from a van. The dive operation consisted of a three-person team composed of a PE Diver / Team Leader, commercially trained Diver and a Tender. The Diver conducted the inspection using surface supplied air and continuous two-way hardwire communication.

The Diver conducted a visual (swim-by) inspection of the structural members. Due to limited access at the landward side of the bent row and between piles that are battered, some of the landward piles and batter piles were beyond the reach of the diver for the inspection. No



M. G. McLAREN, P.E.

assumptions are made regarding the condition of these elements. The Team Leader recorded the observed information and directed the sequence of the inspection. The Tender maintained the on-going dive operations by providing support to the Diver. All dives were clearly marked using both recreational and international dive flags.

The dive operation and topside support at all times conformed to recognized standards as set forth by OSHA, the USCG, the Association of Diving Contractors Consensus of Standards and the M.G. McLaren "Safe Diving Manual".

Inspections were conducted during low water tides to maximize inspection efficiency and accuracy. The Diver determined the conditions of all accessible elements below the deck elevation and noted changes in construction while also looking for defects in the timber bulkhead. During all in-water inspections, the team looked for broken or deficient elements, loss of fill, rot and marine borer infestation. A complete routine or 'swim-by' visual inspection was performed on all accessible structural elements. Where deficiencies requiring repair were noted, the Engineer directed the Diver to conduct Repair Design level measurements in order to specify the necessary repairs.

The general condition assessment ratings for the entire waterfront perimeter and element groups shall be based on the six ratings of the assessment scale developed by the American Society of Civil Engineers (ASCE) and published in their "Underwater Investigations Standard Practice Manual." The six condition assessment ratings identified in Table 2.4 of this manual are:

**(1) Critical:** Very advanced deterioration, overstressing or breakage has resulted in localized failure(s) of primary structural components. More widespread failures are possible or likely to occur and load restrictions should be implemented as necessary. Repairs may need to be carried out on a very priority basis with strong urgency.

**(2) Serious:** Advanced deterioration, overstressing or breakage may have significantly affected the load-bearing capacity of primary structural components. Local failures are possible and loading restrictions may be necessary. Repairs may need to be carried out on a high-priority basis with urgency.

**(3) Poor:** Advanced deterioration or overstressing is observed on widespread portions of the structure but does not significantly reduce the load-bearing capacity of the structure. Repairs may be carried out with moderate urgency.

**(4) Fair:** All primary structural elements are sound, but minor to moderate defects or deterioration are observed. Localized areas of moderate to advanced deterioration may be present but do not



significantly reduce the load-bearing capacity of the structure. Repairs are recommended, but the priority of the recommended repairs is low.

**(5) Satisfactory:** Limited minor to moderate defects or deterioration are observed, but no overstressing is observed. No repairs are required.

**(6) Good:** No visible damage or only minor damage is noted. Structural elements may show very minor deterioration, but no overstressing is observed. No repairs are required.

#### **4.0 STRUCTURAL DESCRIPTIONS AND INSPECTIONS FINDINGS**

The inspection of the relieving platform was confined to the approximately 845 linear foot segment of the relieving platform and bulkhead. Photographs from the inspection are referenced in the inspection findings below and in Appendix A of this report. Ultrasonic thickness measurements of the steel sheet pile wall between Stations 4+53 and 6+02 are tabulated in Appendix B. The existing condition drawings in Appendix C illustrate the stationing utilized during the inspection and show detailed section views of the inspected structures. In addition, these drawings include sections of several of the repair options currently being developed. The reference drawings provided by the Village and Haley & Aldrich design load criteria dated May 19, 2009, utilized during the inspection are included in Appendices D and E, respectively. Refer to Photos 1 and 2 for overall views of the property and pile supported platform.

This inspection is the basis for a comprehensive structural analysis and rehabilitation repair design effort.

All timber pile cap beams exhibit moderate deterioration with localized segments of advanced to severe deterioration, particularly at the ends of the caps (see Photo 9, 10, and 11). The load capacity of the pile caps will be determined by the structural analysis; however, the pile caps throughout the relieving platform are in overall **fair** condition.

The timber deck beneath the reinforced concrete structural deck is comprised of 6 inch by 12 inch timber planks (see Photo 3). The remnants of the timber deck observed during the inspection typically exhibit moderate to severe deterioration, with several planks missing entirely. There were no voids or deterioration observed in the structural concrete deck, which is assumed to currently carry the entire load of the deck and overhead fill (see Photo 4). Considering this, the concrete deck is in **satisfactory** condition throughout the relieving platform.

#### **STATION 0+00 TO 2+93, BENTS 1 TO 55**



The timber bulkhead from Station 0+00 to Station 1+80 is constructed of timber soldier piles supporting a coarse rock fill. The soldier piles exhibit 2 inch to 6 inch gaps with advanced to severe deterioration typical throughout, resulting in loss of fill (see Photo 5). This is evidenced by voids behind the wall throughout this segment where penetrations of 6 to 12 inches are typical with up to 2 feet of penetration observed behind Bent 23. As a result, this segment of the bulkhead is in **serious** condition. The remainder of the timber bulkhead in this segment consists of timber sheet pile, which continues North to the steel sheet piling at the center of the park. This bulkhead appears to exhibit moderate deterioration with intermittent 1 inch to 3 inch gaps between the timber sheets resulting in intermittent voids in the fill behind the bulkhead. This segment of the bulkhead is in **poor** condition (see Photos 6, 7 and 8).

There are approximately 360 accessible timber piles throughout the 55 bent rows supporting this segment of the platform, with a minimum of 4 piles and a maximum of 9 piles observed per bent row. Using the design load criteria developed by Haley and Aldrich, and accepted by the Village, each bent row must contain a minimum of three bearing piles capable of supporting 27.2 tons of load carrying capacity in order to support the platform and a 250 psf surcharge load. Of these piles, all seaward piles (referred to as Pile 'A') are required to have complete bearing capacity for the stability of the concrete seawall and the platform. Additionally, the landward nearest the bulkhead must also be present to support the inshore end of the pile caps. Refer to Appendix E for further details pertaining to the Haley & Aldrich structural criteria.

Approximately 40 of the 'A' piles and 20 of the landward piles are not in full bearing contact with the structure (see Photos 9, 10 and 11). Of the remaining 250 piles, there are approximately 80 piles with less than 50% bearing capacity. In addition, 20 of the piles are split and 13 piles are missing. As a result of these conditions, the piles in this segment are in **poor** condition.

#### STATION 2+93 TO 4+53, BENTS 56 TO 85

The platform at this segment underwent extensive repairs in 2004. The repairs appear to have addressed deficiencies in the timber pile caps and decking. The decking consisted of cast in place concrete with corrugated steel deck forms visible (see Photo 12). The caps and decking in this segment are generally in **satisfactory** condition.

Bulkhead repairs were also performed in small localized areas between Bents 55-56 and Bents 71-72 consisting of steel plates to seal voids in the timber sheeting. A sinkhole exists in the walkway directly beneath the park benches at Station 3+50 (see Photos 13 and 14). When investigated, the bulkhead immediately below the sinkhole at Bents 66-67 was observed to be in the typical



condition reported, indicating that the extent of fill loss elsewhere could develop into sinkholes at any time.

In general, the bulkhead displays moderate to severe deterioration with intermittent 1 inch to 3 inch gaps and voids in the fill behind the bulkhead. This segment of the bulkhead is in **poor** condition.

There are approximately 200 accessible timber piles throughout the 30 bent rows supporting this segment of the platform, with a minimum of 6 piles and a maximum of 9 piles observed per bent row. Approximately 20 of the 'A' piles and 10 of the landward piles are not in full bearing contact with the structure. Of the remaining 140 piles, there are approximately 30 piles with less than 50% bearing capacity. In addition, 3 piles were split and 3 piles were missing. As a result the piles in this segment are in **poor** condition.

#### STATION 4+53 TO 6+02, STEEL SHEET PILE BULKHEAD

At Station 4+53, the structure changes to sheet pile wall bulkhead beneath the platform originally constructed in 1998. The bulkhead beneath the water line is covered in hard marine growth (barnacles). Random cleaning and inspection of the bulkhead reveals the original epoxy coating is largely intact, both above and below the water line with minor corrosion and blisters observed in isolated areas.

The sheet pile wall displays minor section loss based on the ultrasonic thickness measurements shown in Table 1, but is otherwise in **good** condition.

#### STATION 6+02 TO 8+45, BENTS 1N TO 46N

Similarly to Segment 1, this segment of the relieving platform has both timber soldier pile bulkheads and timber sheet pile bulkheads. Moderate to severe deterioration exists in all timber members, with gaps in the bulkhead resulting in loss of fill. Previously, portions of the bulkhead in this segment of the platform underwent a series of repairs that were performed from land and placed on the back side of the wall. In March of 2011, a portion of timber soldier pile bulkhead was repaired between Stations 7+50 and 8+05, with coated steel sheet piles driven inshore of the soldier piles. In May of 2011, concrete was formed and placed behind the transition between the soldier pile wall and the timber sheeting between Stations 7+25 and 7+50. The condition of the bulkhead repairs between Stations 7+25 and 8+05 is considered **satisfactory**.

The remaining non-repaired area of timber sheeting from Station 6+03 to Station 7+25 displays moderate to severe deterioration with intermittent 1 inch to 3 inch gaps and voids in the fill behind



the bulkhead. A large sinkhole occurs behind the bulkhead that is centered roughly at Station 6+55 and measures approximately 10' long by 5' wide by 6' deep. The condition of the bulkhead as observed by the diver revealed large gaps in the sheeting with exposed geotextile fabric and loss of fill. This portion of bulkhead is in **poor** condition.

The timber soldier pile bulkhead to the North of the repaired area from Station 8+05 to Station 8+45 was not accessible for inspection. This area contains a large concrete overpour on the mudline that likely resulted from a concrete plug that was cast behind the wall during previous repairs to the bulkhead. There is no observed subsidence evident from the walkway in this area. Since the existence of repairs could not be verified in the field, this portion of bulkhead is in **poor** condition.

There are approximately 300 accessible timber piles throughout the 46 bent rows supporting this portion of the platform, with a minimum of 3 piles and a maximum of 11 piles observed per bent row. Approximately 20 of the 'A' piles and 15 of the landward piles are not in full bearing contact with the structure. Of the remaining 208 piles, there are approximately 60 piles with less than 50% bearing capacity. In addition, 15 of the piles were split and 3 piles were missing. As a result, the piles in this portion are in **fair** condition.

## **5.0 CONCLUSIONS**

The condition of the relieving platform varies between Stations 0+00 and 8+45 throughout the different portions of the structure. The majority of the bulkhead structure is constructed of timber sheeting or timber soldier piles. The soldier piles are typically in worse condition than the sheeting; however, the majority of the timber bulkhead is rapidly deteriorating and need repair.

The timber piles that support the structure also exhibit moderate to severe deterioration, with approximately 60% of the 'A' piles and 40% of the interior piles not fully bearing with the pile cap. The ongoing structural analysis will determine the extent of the required repairs on the piles.

## **6.0 REPAIR SCHEMES**

The existence of the recently completed park space on top of the relieving platform constrains the possible repair options available as well as the service life of the repairs. The repairs proposed below have an approximate service life of 20 to 25 years. This service life assumes the adherence to a regular maintenance inspection schedule not to exceed 5 years between inspections. These inspections will focus on identifying and implementing repairs for structural concerns of the park before major damage can manifest. Following the completion of the recommended repairs in 2015, the next inspection of the platform should be conducted in 2020.



In reviewing the findings of our investigations and the general repair options for similar deterioration, we recommend the following repair types:

- 1) Encapsulate the timber bulkhead in concrete to prevent further deterioration of the bulkhead and loss of fill. Consider installing grout bags or a formed cellular concrete cutoff wall to prevent loss of fill along portions of the bulkhead that haven't deteriorated significantly.
- 2) Repair piles to restore structural bearing capacity. All 'A' piles are to be repaired by either posting or replacing with new steel H-piles to ensure full bearing capacity to support the deck and the concrete seawall. Shim structural piles exhibiting reduced bearing between the pile and pile cap. Shims are prioritized according to immediate need or to provide redundancy for continued maintenance needs. Broken or split piles should be bolted, posted or encased to restore full bearing.
- 3) Repair deteriorated pile cap by installing sistered caps. Partial replacement of severely deteriorated ends of pile caps may be utilized to restore full bearing between the deck and the pile.

Detailed repair drawings are located in Appendix C. A detailed cost estimate is located in Appendix G.

McLaren Engineering Group, Inc. is a professional engineering firm providing engineering services to the public and private sectors. McLaren Engineering Group, Inc. is a member of the McLaren Engineering Group, Inc. family of companies.



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## PIERSON PARK NORTH PLATFORM REPAIR

### Engineer's Estimate - Priority Repairs

**Proposed Work:** Perform platform repairs to extend lifespan of structure. Perform bulkhead repair.

Item No.	Item	Quantity	Unit	Unit Price	Total
<b>PLATFORM REPAIRS</b>					
1	Shim Repair	95	EA	\$820	\$77,900
2	Block Repair	20	EA	\$2,210	\$44,200
3	Split Pile Repair	30	LF	\$690	\$20,700
4	Pile Post Repair	40	LF	\$1,000	\$40,000
5	Replace Pile Cap	36	LF	\$990	\$35,640
6	Sister Cap Repair	115	LF	\$990	\$113,850
7	Install New Pile	17	EA	\$18,000	\$306,000
8	Replace Sister Cap Hardware	1	EA	\$320	\$320
9	Concrete Pile Encasement	30	LF	\$1,000	\$30,000
<b>BULKHEAD REPAIRS</b>					
10	Bulkhead Encasement Repair	1,335	SF	\$130	\$173,550
11	Backfill and Compact Sinkhole	50	SF	\$250	\$12,500
12	Restore Pavers	25	SF	\$310	\$7,750
<b>Subtotal Direct Construction Costs</b>					<b>\$862,410</b>
	Mobilization / Demobilization	10.0%			\$86,241
	General Conditions	8.0%			\$68,993
	Insurance	2.5%			\$21,560
<b>Subtotal Construction Costs</b>					<b>\$1,039,204</b>
	Construction Contingency	10.0%			\$103,920
	Design Fees	10.0%			\$103,920
	Design Contingency (% of Construction Contingency)	20.0%			\$20,784
<b>Total Estimated Construction Cost</b>					<b>\$1,267,828</b>
	Site Investigation	5.0%			\$63,391
	Controlled Inspections	5.0%			\$63,391
	Environmental Permitting	3.0%			\$38,035
	Construction Management	5.0%			\$63,391
	City Agency Approvals	2.0%			\$25,357
	Other Soft Costs	5.0%			\$63,391
<b>Subtotal Soft Costs</b>					<b>\$316,957</b>
<b>Total Estimated Construction Cost</b>					<b>\$1,584,785</b>

**Notes:**

1) All Item unit costs include contractor Overhead and Profits

Overhead = 7%

Profit = 13%

## PIERSON PARK NORTH PLATFORM REPAIR

### Engineer's Estimate - Routine Repairs

Proposed Work: Perform platform repairs to extend lifespan of structure. Perform bulkhead repair.

Item No.	Item	Quantity	Unit	Unit Price	Total
<b>PLATFORM REPAIRS</b>					
1	Shim Repair	77	EA	\$820	\$63,140
2	Block Repair	6	EA	\$2,210	\$13,260
3	Split Pile Repair	8	LF	\$690	\$5,520
4	Pile Post Repair	8	LF	\$1,000	\$8,000
<b>Subtotal Direct Construction Costs</b>					<b>\$89,920</b>
	Mobilization / Demobilization	15.0%			\$13,488
	General Conditions	8.0%			\$7,194
	Insurance	2.5%			\$2,248
<b>Subtotal Construction Costs</b>					<b>\$112,850</b>
	Construction Contingency	10.0%			\$11,285
	Design Fees	10.0%			\$11,285
	Design Contingency (% of Construction Contingency)	20.0%			\$2,257
<b>Total Estimated Construction Cost</b>					<b>\$137,677</b>
	Site Investigation	5.0%			\$6,884
	Controlled Inspections	5.0%			\$6,884
	Environmental Permitting	3.0%			\$4,130
	Construction Management	5.0%			\$6,884
	City Agency Approvals	2.0%			\$2,754
	Other Soft Costs	5.0%			\$6,884
<b>Subtotal Soft Costs</b>					<b>\$34,419</b>
<b>Total Estimated Construction Cost</b>					<b>\$172,096</b>

**Notes:**

1) All Item unit costs include contractor Overhead and Profits

Overhead = 7%

Profit = 13%

(# 5 yrs later -)

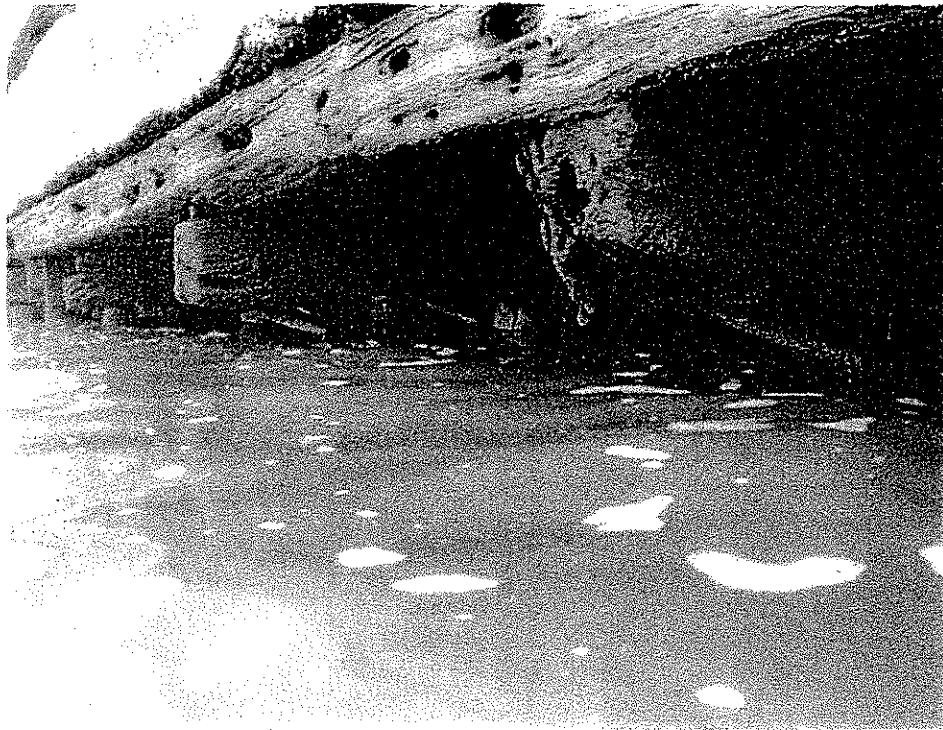


PHOTO 11. General view of several bents with missing Pile A, located from Bent 10 to Bent 12. Note deterioration of the pile cap ends can also be seen on these bents.



PHOTO 12. General view of corrugated steel deck with moderate deterioration.



PHOTO 9. General view of pile spacing at bents.

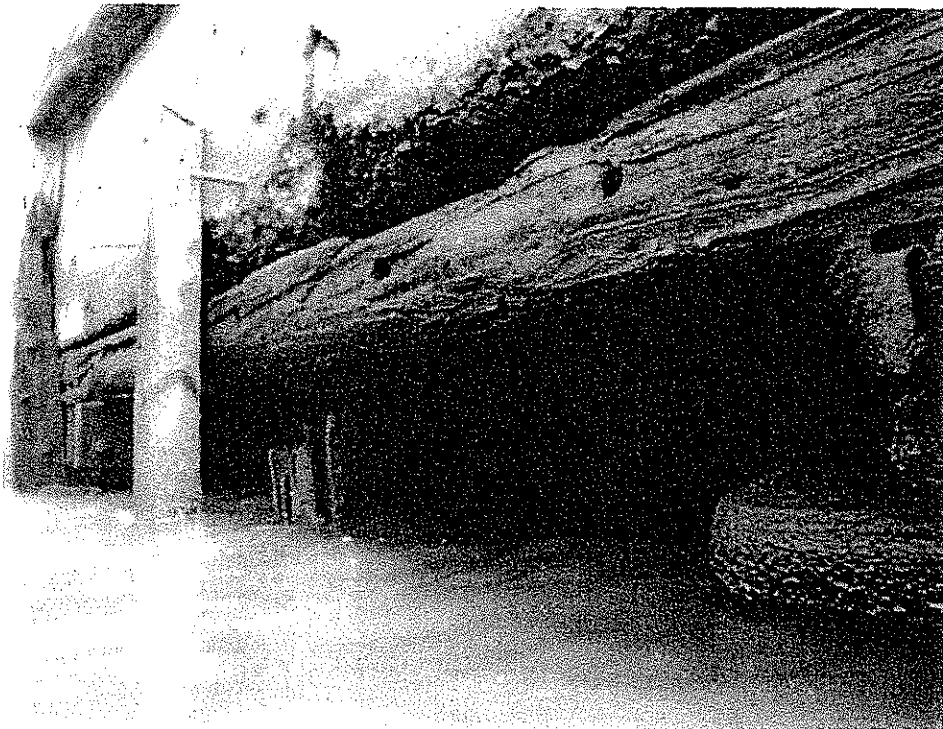


PHOTO 10. General view of non-bearing Pile A.

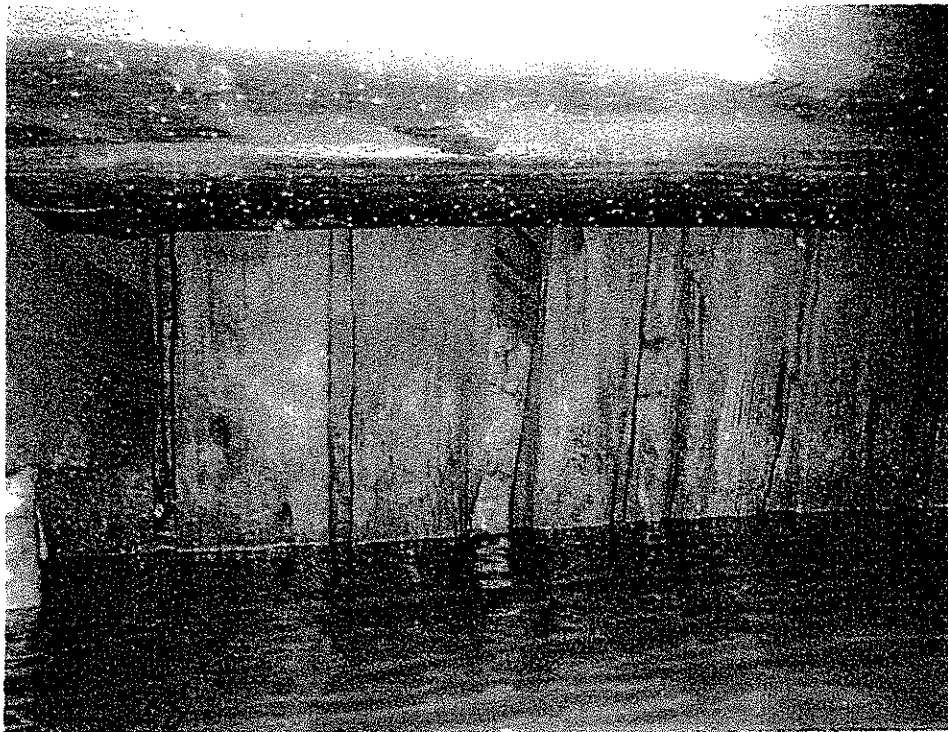


PHOTO 7. General view of gaps in timber sheet pile bulkhead. Note exposed previous concrete repair behind wall.



PHOTO 8. General view of deterioration in timber sheet pile bulkhead. Note penetration with the ruler exposing voids behind the bulkhead.



PHOTO 5. General view of deterioration in timber soldier pile bulkhead. Note gaps and rot in the timber piles.

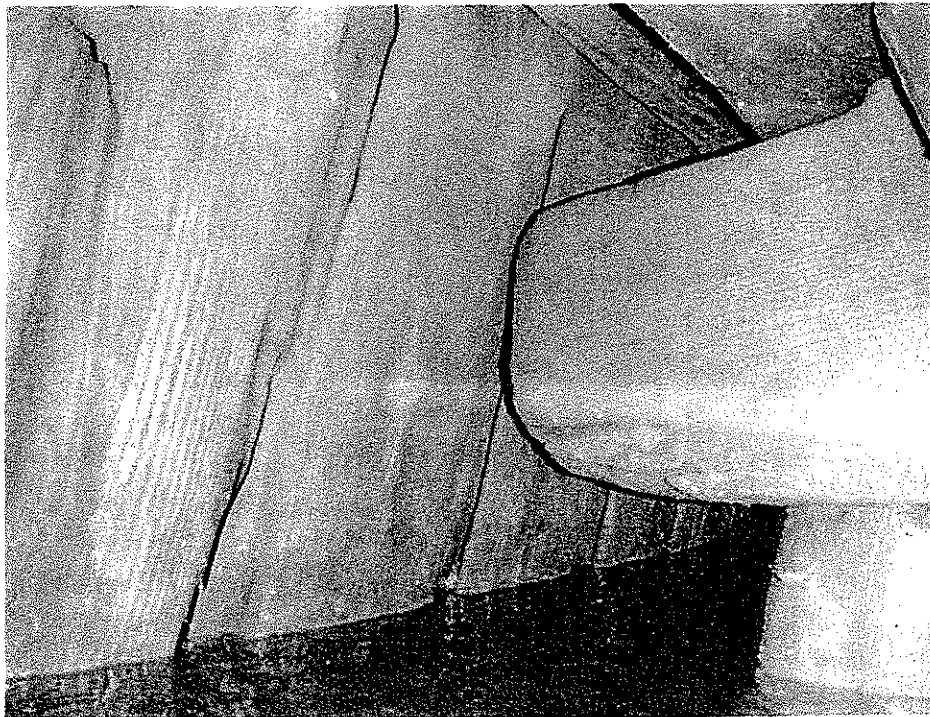


PHOTO 6. General view of deterioration in timber sheet pile bulkhead. Note gaps and rot in the timber sheet pile.



PHOTO 3. General view of older timber deck.



PHOTO 4. General view of deterioration in timber deck exposing concrete structural deck.

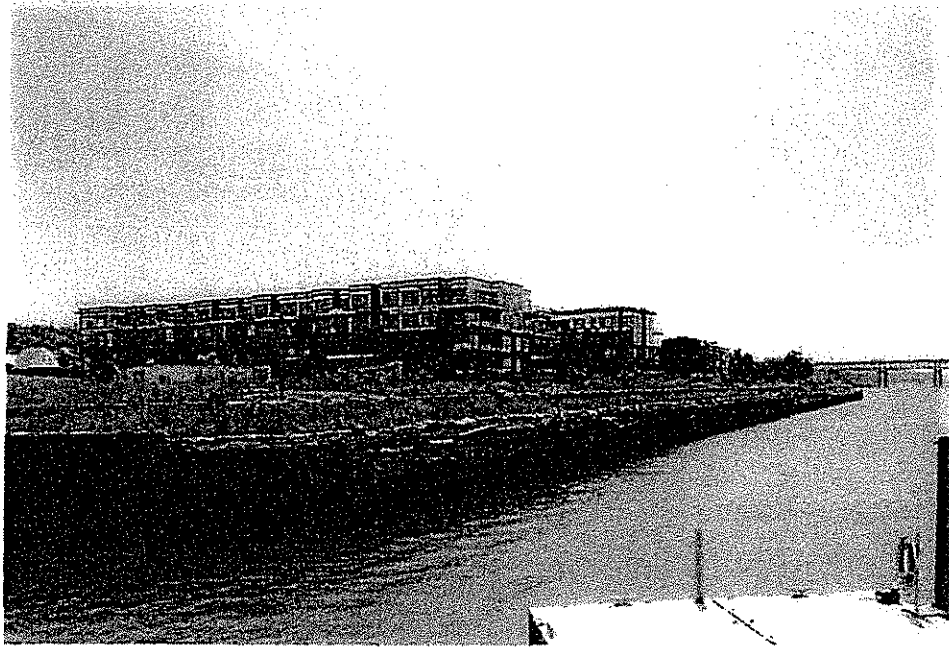


PHOTO 1. General view of site from the north.

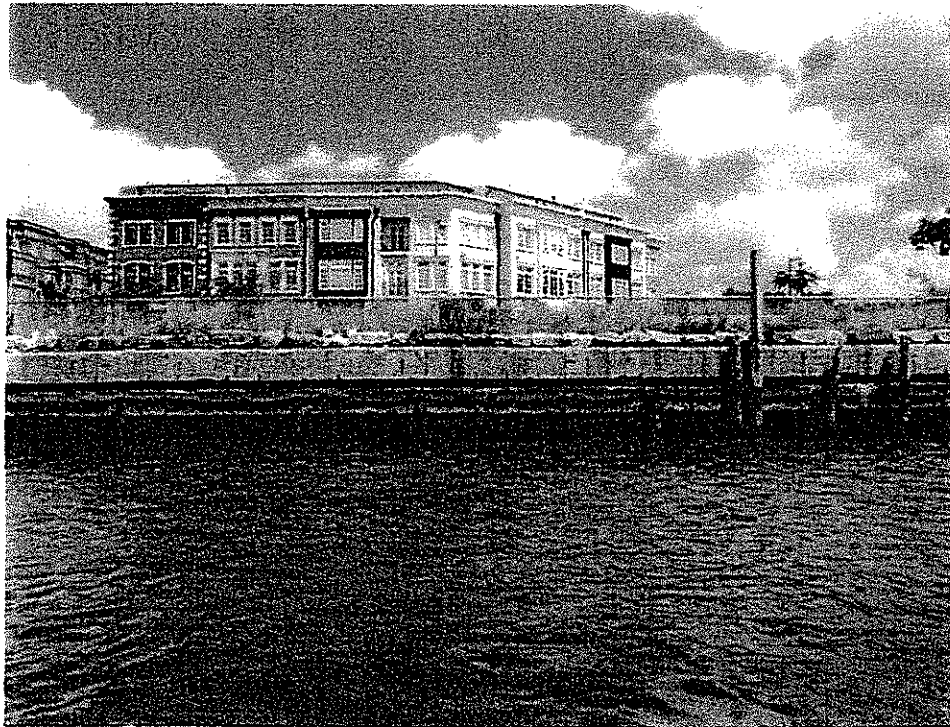



PHOTO 2. General view of site.

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## VILLAGE OF TARRYTOWN INTEROFFICE MEMORANDUM

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TO: Michael Blau, Village Administrator  
FROM: Carol A. Booth, Village Clerk   
SUBJECT: Arbor Day Resolution  
DATE: April 1, 2015

Please have the following resolution adopted at the April 6, 2015 meeting. This is necessary to keep our Tree USA status.

### ARBOR DAY RESOLUTION

WHEREAS, in 1872 J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees; and

WHEREAS, this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska; and

WHEREAS, Arbor Day is observed throughout the nation and the world; and

WHEREAS, trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce oxygen and provide habitat for wildlife; and

WHEREAS, trees are renewable resources giving us paper, wood for our homes, fuel for our fires and countless other wood products; and

WHEREAS, trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community; and

WHEREAS, trees are a source of joy and spiritual renewal; and

WHEREAS, the Village of Tarrytown has been recognized as a Tree City USA by the National Arbor Day Foundation for 32 years and the Village desires to continue its tree-planting ways.

NOW THEREFORE, BE IT RESOLVED that the Board of Trustees of the Village of Tarrytown does hereby proclaim April 24, 2015 as "ARBOR DAY" in the Village of Tarrytown, and urges all citizens to support efforts to care for trees and woodlands in the Village and to support the Village's forestry program.

BE IT FURTHER RESOLVED that the Board of Trustees urges all citizens in the Village to plant trees to improve the community and to promote the well-being of present and future generations.

# **MEMORANDUM**

## **DEPARTMENT of PUBLIC WORKS**

---

TO: Michael Blau, Village Administrator

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

DATE: March 17, 2015

RE: Request for Proposal

On February 13, 2015 a Request for Proposal was issue for a lift gate to be attached to a new 12 foot dump body to be used with one of the two swap loader trucks currently in the fleet. This new body will replace the current lift body truck that will be surplusd in the near future.

The Request for Proposal was e-mailed to the following companies (see attached E-Mails):

Trius Inc.

Henderson Equipment

Burquip Equipment

Hudson Valley Truck and Trailer

Of the four RFP's e-mailed out only one from Trius Equipment was returned (see attached copy).

The lump sum proposal is \$31,556.00. Funds for this were allocated in the capitol budget H.1417.450 in the amount of \$40,000.

Since the current lift gate truck is in need of repairs to the lift gate, I am requesting that the proposal be awarded to Trius Inc. of 458 Johnson Ave, Bohemia New York 11716 in the amount of \$31,556.

# REQUEST FOR PROPOSAL

## SKID MOUNTED 12 FOOT DUMP BODY WITH DUMP THROUGH LIFT GATE AND TARP SYSTEM

### INTRODUCTION.

The Village of Tarrytown intends to select a competent truck body/equipment dealer to supply the Village of Tarrytown with one skid mounted 12 foot dump body equipped with a dump through lift gate and tarp system that is compatible with the Swap Loader™ hoist system currently installed on village vehicles.

### COMPLIANCE TO SPECIFICATIONS

The proposal shall indicate 100% compliance by checking "Yes" or non-compliance by checking "No" for each line item of specification. Any space left blank shall be considered non-compliant. Any deviation from the specification, or where submitted literature does not fully support the meeting of the specifications, must be clearly cited in detail, in writing, by the proposer and submitted with the proposal. NO verbal interpretations will be accepted. In addition NO deviations below "minimum" specifications as written will be accepted.

**SPECIFICATIONS FOR THE PROPOSAL ARE ON PAGE TWO OF THIS REQUEST FOR PROPOSAL**

### PROPOSAL.

Please complete the following proposal. All proposals must include all necessary labor, equipment and materials to complete the project.

LUMP SUM \$ 31,556.00 Per Unit

### QUESTIONS.

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

### SUBMISSIONS.

Proposals must be transmitted to:

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

By 3:30 p.m. on March 5, 2015

### COMPLIANCE TO SPECIFICATIONS

The bidder shall indicate 100% compliance by checking "YES" or non-compliance by checking "NO" for each line item of specification. Any space left blank shall be considered non-compliant. Any deviation from the specification, or where submitted literature does not fully support the meeting of specifications, must be clearly cited in detail, in writing, by the bidder and submitted with the bid. NO verbal interpretations will be accepted! In addition NO deviations below "minimum" specifications as written will be accepted.

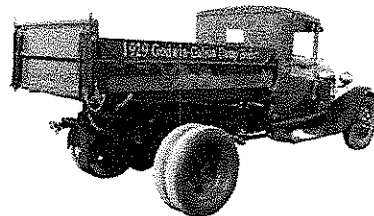
### "BIDDING REQUIREMENTS SECTION"

SECTION	SPECIFICATION DETAIL	COMPLY	
		YES	NO
<b><u>DUMP BODY</u></b>	Manufacturer - Galion Model 500T or equal	X	
	Minimum Body Dimensions		
	Length shall be 144"	X	
	Inside width shall be 84".	X	
	Outside width shall be 96"	X	
	Side height shall be 42".	X	
	Front height shall be 54".	X	
<b><u>FLOOR</u></b>	Floor shall 8 ga. Hi-Tensile plate steel	X	
	Shall have 2" radius where floor meets sides.	X	
<b><u>FRONT HEADSHEET</u></b>	Shall be 10 ga. Hi-tensile steel.	X	
	Formed horizontal V brace reinforcement.	X	
<b><u>SIDES</u></b>	Sides shall be 10 gauge Hi-tensile steel with four (5) vertical box braces (6" wide) per side plus front and rear corner posts.	X	
	1/2" drain hole on lowest surface behind side wall vertical box braces.	X	
	Vertical side braces shall have 6" face.	X	
	Rub rail shall be sloped at 45 degree with 4" face.	X	
	Top rail shall be formed dirt shedding box top rail	X	
	Rear corner post shall be 7 gauge 15" wide.	X	
	Continuous welded body shell and tailgate.	X	
	Full depth rear corner post -15" wide, 7 ga. Hi-tensile steel.	X	
	Full depth rear bolster, 11" deep, 3/16 " Hi-tensile steel.	X	
Body sides shall be designed to accept side boards		X	
<b><u>A-Frame Skid</u></b>			
<b><u>A-SKID FRAME:</u></b>	A standard carbon steel A-frame skid is to be mounted to the 12' white goods body.	X	

SECTION	SPECIFICATION DETAIL	COMPLY	
		YES	NO
<u>Dump Through Liftgate</u>			
<u>LIFTGATE</u>	Lifting platform pivots to allow dumping of material.	X	
	Liftgate shall have 1200lb lifting capacity.	X	
	Platform shall measure 86"x36"+6"	X	
	Hydraulic fluid is to be factory installed to prevent contamination during installation.	X	
	Low operating pressure (approx 2300 psi) increases life of components.	X	
	Lockable steel power unit enclosure protects power pack from weather, theft, and vandalism.	X	
	Platforms and weldments are prepped with steel shot and then powder coated for a finish that provides the best surface appearance, impact resistance, coating adhesion, and wear resistance.	X	
	Circuit protection device protects the trucks wiring and power system in the event of a "dead short".	X	
	Yellow di-chromate plated pins used on all pivot points, these pins provide long-life protection from rust, road salt, and moisture.	X	
	Service-free Bushings used at critical pivot points, extending pin and arm life shall be used while eliminating routine lubrication and increasing resale value.	X	
<u>Spring Loaded Tarp System</u>			
<u>TARP SYSTEM</u>	A window shade type, spring loaded, pull tarp shall be included	X	
	The tarp system will include a wind deflector	X	
	Mesh tarp shall measure 96" wide and 14' long	X	

# 550U & 553U Dump Body

*A continued tradition  
since the early 1900's*

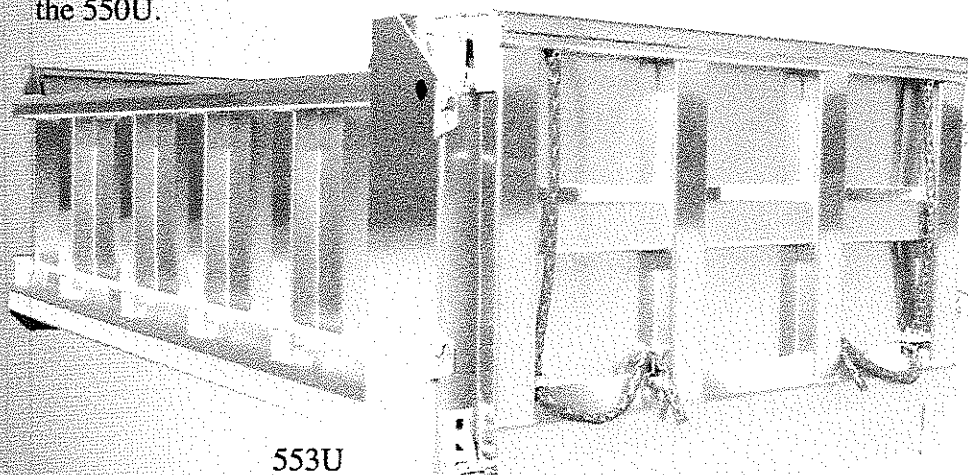


## Tough & Versatile

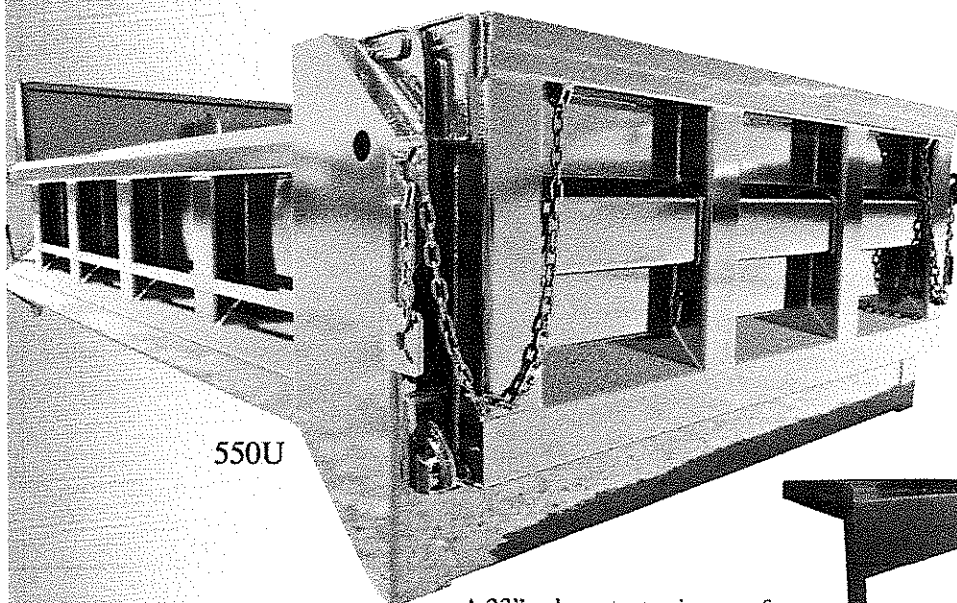
The Galion 550U's lighter crossmemberless construction makes it an excellent choice for over-the highway aggregate hauling. Ideal for construction, batching work, and spreading stone, sand, gravel and other aggregates. Designed for medium to heavy duty work, The 550U series bodies utilize high tensile steel throughout for best resistance to abrasion. The Galion 553U is a stainless copy of the 550U.



- *Available in 11'- 17' lengths*
- *Material-shedding boxed top rails*
- *Crossmemberless understructure*
- *3/16" AR 450 Hardox floor*
- *6 or 9 panel tailgate*
- *Tarp-friendly upper gate hardware*
- *Full-depth rear corner posts*

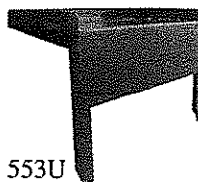


553U



550U

A 23" cab protector is one of many options for the 550U & 553U



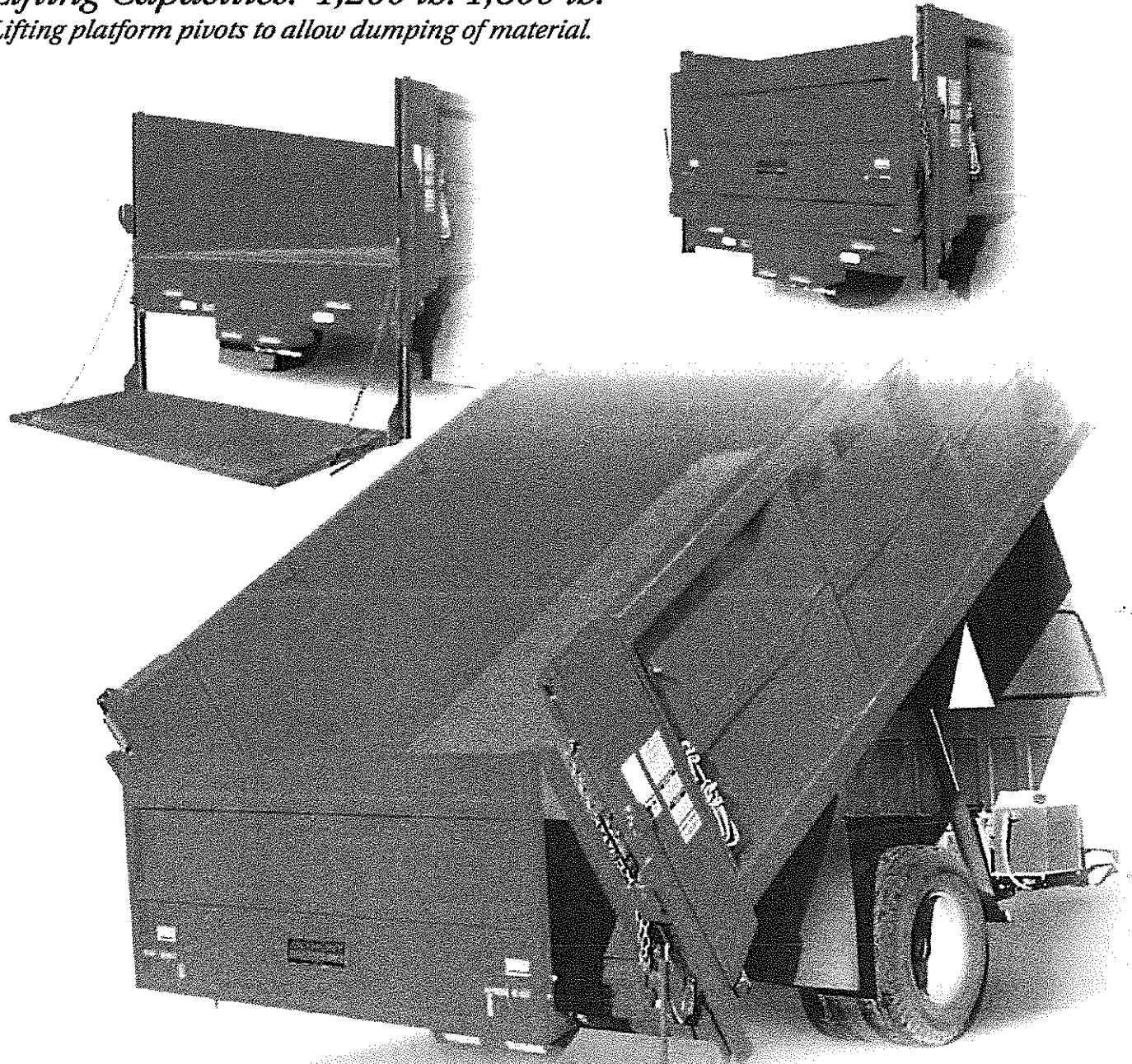
Visit Galion and all affiliated companies on the world wide web.  
[www.galiongodwin.com](http://www.galiongodwin.com)

# Galion®

# *Anthony Medium RailTrac® Dump Through Liftgates®*



*Lifting Capacities: 1,200 lb. 1,800 lb.  
Lifting platform pivots to allow dumping of material.*



**ANTHONY**  
LIFTGATES, INC.®

# Available Models, Platforms and Capacity

Model	Lifting Capacity (lbs.)	Bed Height Min-Max	Platform Load Area and Ramp	Outside Width	Approx. Shipping Wt. (lbs.)
AR-1200-78-DT	1,200	36"-52"	74" x 36"+6"	78"	783
AR-1200-90-DT	1,200	36"-52"	86" x 36"+6"	90"	802
AR-1200-94-DT	1,200	36"-52"	90" x 36"+6"	94"	814
AR-1800-90-DT	1,800	36"-58"	86" x 36"+6"	90"	822
AR-1800-94-DT	1,800	36"-58"	90" x 36"+6"	94"	834

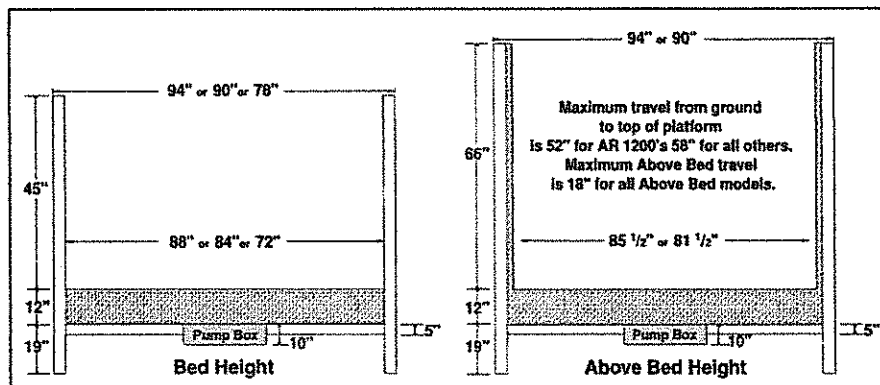
All specifications subject to change without notice.

## Standard Features and Specifications

- LIFETIME warranted slide runners – guarantees constant, trouble-free service.
- Lifting platform pivots to allow dumping of materials.
- Lockable steel power unit enclosure – protects power pack from weather, theft, and vandalism.
- Pressure compensated flow valve – provides constant and controlled lowering speed, loaded or unloaded.
- 2+2 warranty – 2 years on mechanical components, 2 years on hydraulic system, parts and labor.
- Marine duty toggle switch - heavy-duty polyethylene switch box with a potted switch inside provide the best all-weather protection available. Terminals and connections are permanently separated and sealed to eliminate corrosion and electrical failure.
- Closed hydraulic system – protects against outside dirt, moisture, & other contaminants.
- Circuit protection – protects truck wiring and power system in the event of a "dead short."
- Chrome plated piston rod – keeps exposed surface free of rust and contamination to protect seals and extend service life.
- Low operating pressure (approx. 2300 psi) – increases life of components.
- EZ mount installation – ships completely assembled for fast, clean, easy installation.
- 12 volt DC drive.
- Relief valve – prevents overloading during lifting cycle.
- Factory installed hydraulic fluid – prevents contamination during installation and insures proper fluid.
- Spring-assist platform – provides easy opening and closing.
- Low profile platform – 2.5" thick
- Heavy-duty roller chain drive – provides long operating life and greater reliability than cable drive.
- POWER Up, GRAVITY Down; with spring assisted manual fold / unfold.
- Level ride platform – maintains ride that is level with rear of truck.
- Heat-shrink siliconed wire terminals and anti-rotation terminals – ensure positive electrical connections.
- Low pour (-70°) hydraulic fluid – excellent cold weather performance and long, trouble-free service.
- ZLC™ zero leak concept – uses machined fittings, SAE "O" rings and JIC hydraulic connections.
- Meets TMC electrical recommended practices.

## Options

- Cab or ignition cut-off switch
- LVC - low voltage control switch
- Hand-held control with plug and socket
- Taillight kits
- Auxiliary hand pump
- Street-side control
- Flush-mount inside van control
- Above bed-height models



**ANTHONY**  
**LIFTGATES, INC.**

Anthony Liftgates, Inc.  
1037 W. Howard Street  
P.O. Box 615  
Pontiac, IL 61764-0615  
Phone: 815.842.3383  
Fax: 815.844.3612  
Toll Free: 800.482.0003  
www.anthonyliftgates.com

**Trius, Inc.**  
458 Johnson Avenue  
Bohemia, NY 11716  
(631) 244-8600



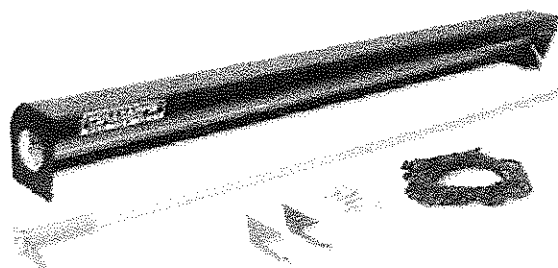
*A Division of Transportation Equipment Inc.*



### Universal Super Shield Pulltarps® System

Part # 108-0215

A super strong system with higher tarp capacity. The fully welded 12 gauge steel construction offers the best protection from falling debris. Designed for longer applications up to 40'. The external ratcheting spring adjustment allows for easy spring tensioning in the field. All moving parts are guaranteed for as long as you own it. Options include Load Climber, Manual Arms, and Automatic Arms.



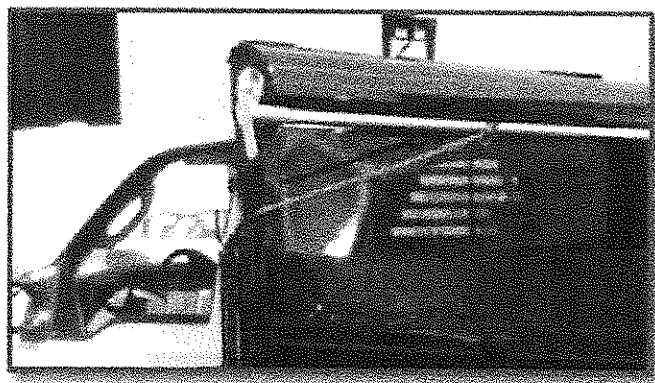
Tarp Priced Separately

Stock Widths:  
80", 84", 87", 89", 93", 96", 100"  
Custom Widths Are Available

- ▶ Powder coated steel housing resists corrosion.
- ▶ Fully welded construction for superior strength.
- ▶ The housing is radiused for added strength.
- ▶ Exclusive External Ratcheting Spring Adjustment.
- ▶ Steel or Aluminum Mounting Brackets
- ▶ Holds up to 40' of tarp.
- ▶ Exclusive mounting bars make installation, maintenance, and removal easy.

**Accessories & Options on page 13-14**

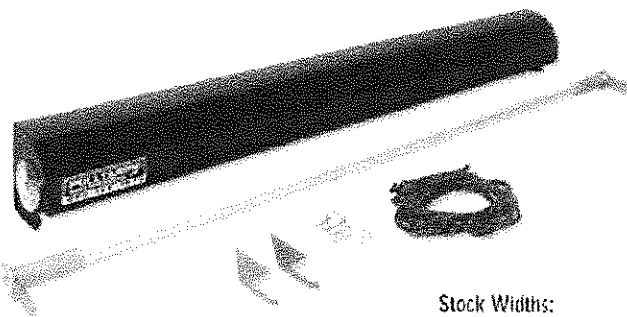
Trius, Inc.  
458 Johnson Avenue  
P.O. BOX 158  
Bohemia, NY 11716-0158  
631-244-8600



### Super Shield Pulltarp® System

Part # 107-0215

This is the strongest, most durable tarp system available in the industry. Fully welded 12 gauge steel construction offers the best protection from falling debris. Designed for applications up to 18'. The external ratcheting spring adjustment allows for easy spring tensioning in the field. All moving parts are guaranteed for as long as you own it. Options include Load Climber, Arm Roller (used with arm system upgrade), Manual Arms, and Automatic Arms.



Tarp Priced Separately

Stock Widths:  
80", 84", 87", 89", 93", 96", 100"  
Custom Widths Are Available

- ▶ Powder coated steel housing resists corrosion.
- ▶ Fully welded construction for superior strength.
- ▶ The housing is radiused for added strength.
- ▶ The shape of the housing allows material to fall into the bed when loads are dropped on it.
- ▶ Housing has a vertical back that mounts flush with cab shield to keep material from piling up.
- ▶ Exclusive External Ratcheting Spring Adjustment.
- ▶ Steel or Aluminum Mounting Brackets
- ▶ Holds up to 18' of tarp.
- ▶ Exclusive mounting bars make installation, maintenance, and removal easy.

**TRIUS, INC.**  
458 JOHNSON AVENUE  
P.O. BOX 158  
BOHEMA, NY 11716

TO:  
Mr. Howard D. Wessells, Jr.  
Superintendent of Public Works  
Village of Tarrytown  
4 Division Street  
Tarrytown, NY 10591

PROPOSAL: Skid Mounted 12' Dump Body with  
Dump Through Lift Gate and  
Tarp System

DUE: March 5, 2015  
by 3:30 PM

## Howard Wessells

---

**From:** Howard Wessells <hwessells@tarrytowngov.com>  
**Sent:** Friday, February 13, 2015 2:29 PM  
**To:** 'burquip@optionline.net'  
**Subject:** request for proposal  
**Attachments:** SWAP LOADER LIFT GATE BODY RFP.pdf

Howard D. Wessells Jr.  
Superintendent of Public Works  
Village of Tarrytown

## Howard Wessells

---

**From:** Howard Wessells <hwessells@tarrytowngov.com>  
**Sent:** Friday, February 13, 2015 1:58 PM  
**To:** 'jeff@hudsonrivertruck.com'; Weisbrot, Jeff (JWeisbrot@hendersonproducts.com)  
**Subject:** request for proposal  
**Attachments:** SWAP LOADER LIFT GATE BODY RFP.pdf

Good afternoon gentleman, I have attached a request for proposal for a dump body with a dump through lift gate. If you for some reason cannot submit a proposal, kindly return the proposal marked no proposal on the lump sum line.

Thank you

Howard D. Wessells Jr.  
Superintendent of Public Works  
Village of Tarrytown

## Howard Wessells

---

**From:** Howard Wessells <hwessells@tarrytowngov.com>  
**Sent:** Friday, February 13, 2015 1:55 PM  
**To:** 'info@hudsonrivertruck.com'  
**Subject:** request for proposal  
**Attachments:** SWAP LOADER LIFT GATE BODY RFP.pdf

I have attached a request for proposal for a dump body with lift gate. Please contact me at your earliest convenience

Howard D. Wessells Jr.  
Superintendent of Public Works  
Village of Tarrytown

## Howard Wessells

---

**From:** Howard Wessells <hwessells@tarrytowngov.com>  
**Sent:** Friday, February 13, 2015 1:42 PM  
**To:** Frank Capasso (fcapasso@triusonline.com)  
**Subject:** RFP for the swap loader body  
**Attachments:** SWAP LOADER LIFT GATE BODY RFP.pdf

Howard D. Wessells Jr.  
Superintendent of Public Works  
Village of Tarrytown



## **Consulting Agreement**

This consulting agreement is made the April 1, 2015 (the effective date) until March 31, 2016 by and between Village of Tarrytown, (the Client) and Corporate Plans, Inc. doing business as CPI-HR (the Company).

Whereas, Client wishes to obtain the services of Company set forth herein; and

Whereas, Company wishes to provide such services to Client.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the parties hereby agree as follow:

### **1. Scope of Services to be provided by Company**

Company will provide the following services to the Client with respect to Affordable Care Act (ACA) activities related to Client's health and welfare benefits programs mandated by this law and regulations issued thereunder:

- Consult with Client concerning regulatory tracking and filing requirements for ACA
- Make recommendations and assist with implementation on ACA
- Report on legislative updates and consult with Client concerning action plans on ACA
- Assist Client with drafting ACA policies and procedures
  - Create a recommended action plan for ACA compliance
  - Review required policies and procedures for implementation
- Employee Tracking Information and Services
  - Advise Client concerning policy on standard measurement, administration and stability periods
  - Track variable employee benefits eligibility using tracking system and payroll information provided by Client
  - Project financial impacts
- Employer Mandated Notices Requirements
  - Provide mandated notices and action plans for delivery
- Coverage of specific concerns for Client
  - Examine the cost of penalties versus providing coverage
  - Estimate the potential for covering a higher number of participants on the plan
  - Estimate Cadillac excise tax
    - Using Company Cadillac Tax Calculator and actuary, we will provide a cost analysis with financial impact projections
- Consult with Client concerning ACA questions and concerns
- Provide the 1095 C and assist with Employer Reporting
- Meet with Unions on a quarterly basis to review ACA



## **2. Cost of Services**

In consideration of the Services, Client agrees to pay Company a fee of \$12,000. This fee is payable in four quarterly payments with the first installment being billed 6/1/15, for completion of work outlined in the contract and the Services will continue until March 31, 2016. Either party may terminate this Agreement by providing a thirty (30) days' notice to the other party. In the event this agreement is to be terminated, Client shall be entitled to a refund of an equitable portion of any fees that have been paid with respect to periods of time after termination.

## **3. Personnel**

Company will assign its personnel according to the needs of the Client based on the skill and experience of the Company's employees and according to the disciplines reasonably required to complete the appointed task. Company retains the right to substitute personnel.

Primary Service Team:      Michael Grinnell, Vice President  
   Kirsten Tudman, Vice President

## **4. Clients Responsibility**

Client will make available such information as may be reasonably requested for Company to perform the Services. Such information will be provided promptly and will be correct and complete. It is understood by the Consultant that the time of Client's personnel is limited, and judicious use of that time is a requirement of this agreement. Client will make timely payment of the service fee as set forth elsewhere in this agreement.

## **5. Fiduciary Responsibility**

Client acknowledges that: Company shall have no discretionary authority or discretionary control respecting the management of any of the employee benefit plans; Company shall exercise no authority or control with respect to management or disposition of the assets of Clients employee benefit plans; and Company shall preform services pursuant to this agreement in a non-fiduciary capacity. Client agrees to notify Company as soon as possible of any proposed amendments to the plans legal documents to the extent that the amendments would affect Company in the performance of its obligations under this Agreement. Client agrees to submit (or cause its agents or vendors to submit) all information in its (or their) control reasonably necessary for Company to perform the services covered under this agreement.



**6. Entire Agreement**

This constitutes the entire Agreement between the parties, and any other warranties or agreements are sequent hereby superseded. Subsequent amendments to this Agreement shall only be in writing by both parties.

Village of Tarrytown

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

Corporate Plans Inc. (CPI-HR)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title



Michael Grinnell, VP  
[mgrinnell@cpihr.com](mailto:mgrinnell@cpihr.com)



Kirsten Tudman, VP  
[ktudman@cpihr.com](mailto:ktudman@cpihr.com)

## **Health Care Reform Compliance Failure Penalties**

The Patient Protection and Affordable Care Act, as amended (PPACA) effectuates its insurance market reforms and other mandates via amendments to the Public Health Service Act (PHSA), the Internal Revenue Code (Code), and the Employee Retirement Income Security Act (ERISA).

Many of PPACA's mandates are made in the form of amendments to the PHSA, which applies directly to insurers and governmental plans. However, PPACA makes these provisions applicable to employer-sponsored health plans (including self-insured plans) through ERISA § 715 (which adds the new PHSA provisions to ERISA) and Code § 9815 (which adds the new PHSA provisions to the Code).

### **Penalties for Failure to Comply with PHSA Mandates**

<b>Requirement</b>	<b>Penalty</b>
Provision of minimum essential coverage to full-time employees through a group health plan by employers with 50 or more employees.  PPACA § 1513; Code § 4980H	If the employer does not provide coverage and at least one full-time employee receives coverage through an Exchange, the employer is penalized \$2,000/yr for each full-time employee.  If the employer provides unaffordable coverage, the employer must pay lesser of: \$3,000/year for each full-time employee receiving the premium credit or \$2,000/year for each full-time employee.  For purposes of calculating the \$2,000/employee penalty, the first 30 (80 for 2015) employees are disregarded.  Penalties are indexed for inflation.  Note: This penalty applies to employer sponsored group health plans through Code § 4980H.
Uniform explanation of coverage (summary of benefits and coverage) and 60-day notice of material modifications made other than in connection with a plan's renewal.  PHSA § 2715; PPACA § 1001	\$1,000 fine for each willful failure to comply.

Requirement	Penalty
<p>Individual Mandate</p> <p>PPACA § 1501(b), Code § 5000A(c)</p>	<p>The applicable penalty is the greater of the flat dollar penalty or the gross income penalty.</p> <p>The flat dollar penalty in 2014 is \$95.00 per individual to a maximum of \$285 per family. The penalty in 2015 is \$325 per individual to a maximum of \$975 per family. The penalty in 2016 is \$695 per individual to a maximum of \$2,085 per family. The flat dollar penalty is halved for dependents under 18.</p> <p>The gross income penalty in 2014 is 1% of household income in excess of a specified filing threshold, 2% in 2015 and 2 ½% in 2016 and beyond. Waivers are allowed for specified individuals and circumstances. The gross income penalty is capped at the national average premium of a bronze level Exchange plan.</p>
<p>Nondiscrimination Rules (<i>delayed</i>)</p> <p>PHSA § 2716; PPACA §§ 1001, 10101</p>	<p>\$100/day for each responsible entity, for each individual affected by the violation.</p>
<p>Restricted Annual Limits (until 2014), No Lifetime Limits or Annual Limits (beginning 2014)</p> <p>PHSA § 2711; PPACA § 1001</p>	<p>\$100/day for each responsible entity, for each individual affected by the violation.</p>
<p>Group Health Plan Coverage must Extend Eligibility for Dependents to Age 26</p> <p>PHSA § 2714; PPACA § 1001</p>	<p>\$100/day for each responsible entity, for each individual affected by the violation.</p>
<p>No Retroactive Rescissions of Coverage after Enrollment</p> <p>PHSA § 2712; PPACA § 1001</p>	<p>\$100/day for each responsible entity, for each individual affected by the violation.</p>
<p>First Dollar Coverage for Preventive Care</p> <p>PHSA § 2713; PPACA § 1001</p>	<p>\$100/day for each responsible entity, for each individual affected by the violation.</p>
<p>Revised Appeals Process,</p> <p>PHSA § 2719; PPACA § 1001</p>	<p>\$100/day for each responsible entity, for each individual affected by the violation.</p>
<p>Disclosure in all Plan Materials Providing Notice of Grandfathered Status for Health Plan</p> <p>PPACA § 1251</p>	<p>\$100/day for each responsible entity, for each individual affected by the violation.</p>
<p>Disclosure of Plan Information to HHS</p> <p>PHSA § 2715A; PPACA § 1311(e)</p>	<p>\$100/day for each responsible entity, for each individual affected by the violation.</p>

Requirement	Penalty
Prohibition on Emergency Room Restrictions PHSA § 2719A; PPACA § 1001	\$100/day for each responsible entity, for each individual affected by the violation.
Prohibition on PCP Restrictions PHSA § 2719A; PPACA § 10101	\$100/day for each responsible entity, for each individual affected by the violation.
No Pre-Existing Condition Exclusions for Participants Under 19; No Pre-Existing Condition Exclusions (beginning 2014) PHSA § 2704; PPACA §§ 1255, 10301	\$100/day for each responsible entity, for each individual affected by the violation.
Limit on Employee Out-of-Pocket Expenses PHSA § 1302, PPACA § 1101	\$100/day for each responsible entity, for each individual affected by the violation.
Identification by Employers that Self-Insure of those Offered Group Health Coverage and Dates of Coverage; Certification by Employers of 50 or More Full-Time Employees of Whether all Full-Time Employees and Dependents were Offered Group Health Care Coverage PPACA § 1514	\$100/day for each responsible entity, for each individual affected by the violation.
Required Coverage for Clinical Trials for Life-Threatening Diseases PHSA § 2709	\$100/day for each responsible entity, for each individual affected by the violation.
90-Day Limit on Waiting Periods PHSA § 2708; PPACA § 1201	\$100/day for each responsible entity, for each individual affected by the violation.
Increase in Wellness Program Incentives from 20% of the Total Cost of Coverage to 30% (50% for tobacco cessation programs) PHSA § 2717; PPACA § 1001	\$100/day for each responsible entity, for each individual affected by the violation.
Community Rating Restrictions Regarding Premium Variations for Health Insurers Providing Individual or Small Group Policies and Insurers Offering Large Group Policies using an Exchange PPACA § 1334	\$100/day for each responsible entity, for each individual affected by the violation.
Automatic Enrollment ( <i>delayed</i> ) PPACA § 1511, Fair Labor Standards Act § 18A	\$100/day for each responsible entity, for each individual affected by the violation.

## Mike Blau

---

**From:** Michael Grinnell <mgrinnell@cpihhr.com>  
**Sent:** Thursday, March 12, 2015 7:11 PM  
**To:** Mike Blau  
**Cc:** Kirsten Tudman  
**Subject:** References

Michael,

Attached are some of our current clients for ACA consulting. This weekend we will email you a one pager of requirements for ACA for the board.

Town of Eastchester  
Village of Haverstraw  
Village of Rye Brook  
Village of Dobbs Ferry  
Village of Croton on Hudson  
Village of Elmsford  
Village of Irvington  
Town of North Castle  
City of Mount Vernon  
Village of Tuckahoe  
County of Putnam  
Elmsford CSD  
Nyack CSD  
Lakeshore CSD  
Beacon CSD  
Johnson City CSD  
Livonia CSD  
Pocantico Hills CSD  
Letchworth CSD

Let us know if you have any questions.

Mike

Michael A Grinnell  
Vice President  
CPI-HR  
315-225-7895

# Existing Rates from Master Fee Schedule

Good Conduct Letters	\$25; No charge for Government Agencies	
Green Industry Contractors	\$150 - Business Permit; \$25/truck	
Hydrants, Private (unmetered)	\$100 per year per hydrant	
Hydrant Meters	\$50 permit fee. First Week or parts thereof:	
	1st Hydrant = \$100; 2nd Hydrant = \$50; Each add'l hydrant = \$25	
	Each Additional Week: 1st Hydrant = \$100; 2nd Hydrant = \$50;	
	Each add'l Hydrant = \$25; If parking space is used = \$15/parking space	
Laundromats	\$100 per year	
Parking Meter Rates	\$ .25 for twenty minutes	8/1/2010
Parking Permits	Resident \$350/year; \$275/semi-annual	5/7/2012
	Non-Resident \$1,150/year; \$750/semi-annual	5/7/2012
	Non-Resident Business \$300/year; \$240/Semi-Annual	6/1/2010
	Resident Carpool \$350 + \$65 each add'l car; Semi-Annual \$275 + \$40 each add'l car	5/7/2012
	Non-Resident Carpool \$1,150 + \$130 each add'l car; Semi-Annual \$750 + \$100 each add'l car	5/7/2012
Parking Permits	One Day Parking Permit-\$5 Resident; \$10 Non-Resident	
	Vacation Permit \$5/day (3 day minimum; 14 day maximum)	
	Transfer Fee - \$5.00	
	Cash Key \$30; \$15 refunded upon return of cash key	
Parking Permits - Commercial Vehicles	Semi Annual Annual	
Resident Commercial - Section 291-49.A.A.	\$350.00 \$575.00	7/18/2011
Non-Resident Commercial - Section 291-49A.A.	\$450.00 \$750.00	7/18/2011

Parking Meter Rates (On-street and all parking lots with exception of long-term parking lots and on-street meters) - \$.25 for twenty minutes

Parking Meter Rates (On-street long term meters on Cortlandt Street and Lower Main Street; parking lots and areas on west side of Metro North Commuter Railroad tracks, South Depot Parking Lot and parking lot north of Village Hall) - \$1.50 per hour to a maximum of \$12.00 per day

# Proposal



*Renewing Lakes Naturally*

August 4, 2014

**Prepared For:** Mr. Michael Blau, Village Administrator  
Village of Tarrytown, New York

**Prepared By:** John Tucci  
President, Lake Savers, LLC.

**Project:** REVISED Nutrient Filtration and Treatment for Tarrytown  
Upper Reservoir

---

This document will provide a design and proposal for the implementation of leading edge technologies for the mitigation of nutrient loading to Tarrytown Upper Reservoir from the inlet entering the Lake East of the Skate House.

We are REVISING our original proposal based on the emergence of new technologies that should enable us to solve the problem **without** having to put a large barrier or additional aeration into the lake.

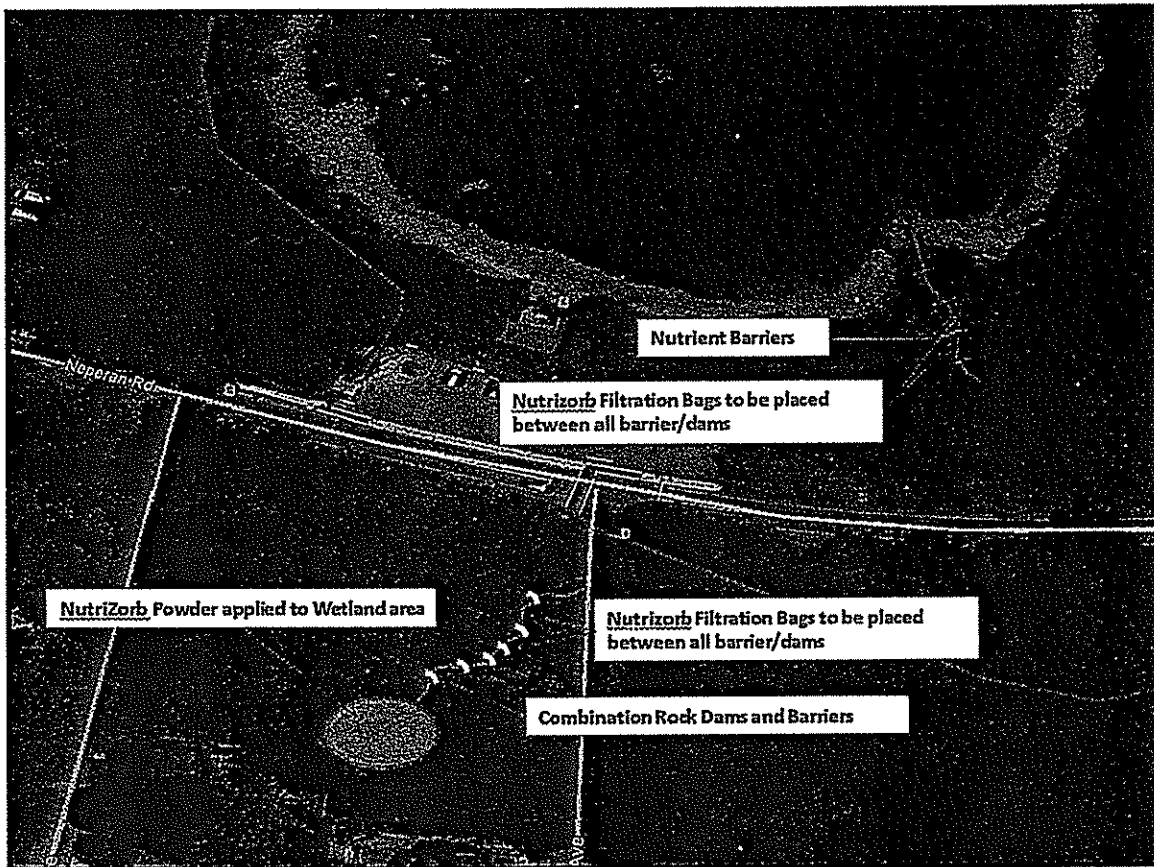
## Executive Summary

- We will use the barrier technology combined with new techniques in the open drain that runs from the failed wetland along Sunnyside to the storm water drain. These new techniques include:
  - NutriZorb™ Bags that will filter Nitrogen and Phosphorus from the water as it passes through the drain.
  - NutriZorb™ Powder applied directly to the failed wetland area to reduce nutrient loads coming from the wetland.
  - Natural rock “dams” that will reduce sediment loading and help keep the barriers secure during heavy rain events.
- We will also use the same techniques below Neparan where the inlet drains to the lake. In this area the “rock dams” will not be needed.
- This plan will cost less than **half** of the original proposal. In addition, should it not completely solve the problem, the lake barrier project can still be implemented with a **MUCH** smaller area to accomplish the same result as the original proposal. The total cost if this needed to be added in the future would not exceed the original proposal cost.
- Lake Savers is willing to “put skin in the game” that this new approach will work. **Lake Savers will cut the cost of the Aeration System Lease Payment by 50% for EACH season that we are not delivering significant improvement in the Upper Reservoir starting with the first full season after implementation**

- If we implement this Fall, we can start this discount program next season.

## Plan and Materials

### Diagram of Project Plan



- NutriZorb bags would be placed between each of the barriers in the plan.
- The NutriZorb material is a combination of an Activated Carbon material and mineral Zeolite. Both ingredients are non-toxic, inorganic materials that will not break down over time and are currently be used in both waste water treatment and drinking water filtration applications. MSDS on the material can be provided.
- The combination of ingredients in NutriZorb has proven to be effective at reducing both Phosphorus and Ammonia Nitrogen which are the root causes of the weed and algae issues in the lake.



*Renewing Lakes Naturally*

## Cost Breakdown

▶ Nutrient Barriers for upper section along Sunnyside	\$3,350
▶ Nutrient Barriers for lower section below Neparan	\$4,550
▶ River Rock/Cobble (Estimated Cost, perhaps the Village has a source for this material)	\$4,000
▶ 220 NutriZorb Bags. Approximately 8lbs material per bag	\$7,700
▶ 400 lbs of NutriZorb Powder	\$4,000
▶ Installation	\$5,350
<b>Total Project Cost</b>	<b>\$28,950</b>

Thank you again for the opportunity to work with the Village. I am confident we can get the Upper Reservoir restored and meet the goals that we have all had for this project from the beginning.

Submitted by,

John Tucci  
President  
Lake Savers, LLC

[www.lake-savers.com](http://www.lake-savers.com)