

**VILLAGE OF TARRYTOWN
BOARD OF TRUSTEES
WORK SESSION 6:00 P.M.
WEDNESDAY, FEBRUARY 25, 2015
Tarrytown Village Hall
One Depot Plaza, Tarrytown, New York**

Board of Trustees Concerns

Open Session

1. Affordable Assisted Living Facilities
2. Parking Permits
3. Sidewalk Replacement, Altamont Avenue
4. Lease Agreement – 150 Franklin Street
5. Multi-Space Parking Meters
6. Metro North Substation Upgrade
7. Government Efficiency Plan
8. Parking in Blue Resident Parking Zone
9. Fire Department Membership Changes

Executive Session

- 1A. Personnel – Parks and Recreation Department
- 2A. Personnel – Police Department
- 3A. Briarcliff Manor Pump Station



TOWN of GREENBURGH

OFFICE OF THE SUPERVISOR

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Web Site - www.greenburghny.com
E-Mail - pfeiner@greenburghny.com

RECEIVED

FEB 5 2015

TARRYTOWN VILLAGE
ADMINISTRATOR

PAUL J. FEINER
Supervisor

January 30, 2015

To: Westchester Mayors/Town Supervisors
Westchester Senators/Assembly Members
Congresswoman Nita Lowey
Congressman Elliot Engel
Legislators MaryJane Shimsky, Alfreda Williams, Michael Smith,
Bernice Spreckman
Rose Noonan, Housing Action Council
Mae Carpenter, Commissioner, Senior Programs and Services
Susan B. Wayne, President, Family Services of Westchester
Alan Trager, CEO, Westchester Jewish Community Services
Geoffrey Anderson, Executive Director, Westchester Residential Opportunities,
Senior Citizen Coordinator: Ardsley, Dobbs Ferry, Elmsford, Hastings, Irvington,
Tarrytown

I am planning to form a coalition that will be pushing for affordable assisted living facilities in Westchester. Our population is aging. And, many elderly people are moving into assisted living facilities. The problem: the assisted living facilities in Westchester are all high end, upscale and luxurious. These facilities cater to the needs of few seniors who can afford such. I have no objections to luxury assisted living facilities. They serve a need, but there is a need for the state and federal governments to help the middle class address long term care. Most people cannot afford the \$7,000-\$9,000 a month fees currently charged by assisted living facilities.

During the coming years it is my hope that our federal and state representatives will think of initiatives that could be taken so Westchester and Greenburgh will be able to see affordable assisted living facilities built in addition to the upscale and luxurious facilities that are opening up around the county. Assisted living facilities are less expensive than nursing homes and provide the elderly with a much higher quality life style.

It is my hope that the Town of Greenburgh will be able to find a location for this kind of facility and that we will be able to lead by example. I met with an Assisted Living Facility operator who has built very successful luxury assisted living facilities in Westchester and around New York State recently. He indicated that he could build a much more

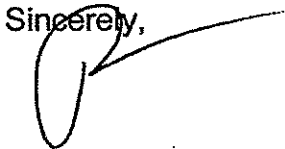
To be on the Town of Greenburgh's Automatic e-mail alert list, e-mail me at pfeiner@greenburghny.com
Money Magazine: Greenburgh - A Best Place to Live in America Winner (2008)

affordable assisted living facility for the middle class in Greenburgh but needs help from Albany.

NY State has a program that allows ALP beds that serve such needs. This is a win-win situation for NY tax payers because the ALP bed costs substantially less than a Nursing home bed. The assisted living facility developer spoke to me about the possibility of building and operating a 140 unit Affordable Assisted Living facility in Greenburgh. NY State authorized ALP beds to be used to make affordable assisted living possible for the elderly. The applicant would propose building 140 units, 100 ALP beds and the remaining would be rented open market. He believes that if he wishes to pursue affordable assisted living and if he gets a guarantee of 100 ALP beds that he will be able to obtain conventional financing. There may be other initiatives the state/federal/county government can take to make affordable assisted living a reality in our county.

MY QUESTION: Would you be interested in being part of a coalition to push for this important quality of life initiative? Do you have any suggestions as to the next steps to make this happen? I think this could be one of the most important long term initiatives the county could take to address elder issues. I would love to work with you to make this happen!

Sincerely,



Paul J. Feiner
Town Supervisor

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

TO: Mayor Fixell and the Board of Trustees
FROM: Michael Blau, Village Administrator
RE: Sidewalk Replacement, Altamont Avenue
DATE: February 17, 2015

Attached herewith please find the revised proposal from Landi Contracting, the contractor replacing the retaining wall on Altamont Avenue. Per the direction of the Board, I requested that Superintendent Wessells obtain a Change Order proposal for converting the sidewalk from asphalt replacement to concrete replacement. Superintendent Wessells obtained a Change Order which was not specific in regards to the amount of sidewalk to be replaced. It was Superintendent Wessells impression from the Work Session that the Board did not want to replace that portion of sidewalk. I noted that his impression was not necessarily correct and that he should obtain a revised Change Order. Superintendent Wessells then measured the sidewalk at it measures 5'3" at the south end and 5'0" at the north end. The revised Change Order and the initial Change Order are included herewith for your review. The revised Change Order is for a total of \$4,000.

Landi Contracting Inc.

13 BRADHURST AVE.
HAWTHORNE N.Y. 10532

TELEPHONE 914-909-5210
FAX 914-909-5211

February 4, 2015

Village of Tarrytown
One Depot Plaza
Tarrytown, NY 10591
Attn: Howard Wessells, Highway Superintendent

Email: hwessells@tarrytowngov.com

**Re: Altamont Wall Project
Concrete Curbs and Sidewalks**

CHANGE ORDER

Change Order:

To utilize Concrete for Curb and Sidewalk in place of Asphalt:

80 l.f. of Concrete Curb 6" x 18" with two #4 Rebar 4,000 PSI Concrete	\$2,400.00
--	------------

80' x 5' Concrete Sidewalks with Reinforced Fiber Mesh and 6" of Gravel Subbase 400 s.f. @ \$12/sf	\$4,800.00
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Less Existing Contract Items:

80 l.f of 6" Asphalt curb	(800.00)
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80' x 6' Asphalt Sidewalks with 2" Top Course, 2 ½" Asphalt Binder, and 6" Gravel Subbase	(2,400.00)
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Total of Change Order:	\$4,000.00
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**Re: Altamont Wall Project
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CHANGE ORDER

Change Order:

To utilize Concrete for Curb and Sidewalk in place of Asphalt:

80 l.f. of Concrete Curb 6" x 18" with two #4 Rebar 4,000 PSI Concrete	\$2,400.00	30' ^{6"} L/F
80' x 6' -5" Concrete Sidewalks with Reinforced Fiber Mesh and 6" of Gravel Subbase	\$5,760.00	12' ^{6"} _{5"} /F
<u>Less Existing Contract Items:</u>		
80 l.f. of 6" Asphalt curb	(800.00)	
80' x 6' Asphalt Sidewalks with 2" Top Course, 2 1/2" Asphalt Binder, and 6" Gravel Subbase	(2,400.00)	
Total of Change Order:	\$4,960.00	

Kathy Deufemia

From: Mike Blau
Sent: Tuesday, February 17, 2015 8:01 AM
To: Kathy Deufemia
Subject: FW: Greenburgh Drug & Alcohol Task Force Lease
Attachments: GDATF Lease.pdf

Work Session. Chief's email and current lease.

From: Chief Scott Brown [<mailto:sbrown@tarrytowngov.com>]
Sent: Monday, February 16, 2015 12:55 PM
To: Mike Blau
Subject: Greenburgh Drug & Alcohol Task Force Lease

The lease agreement for the office space at 150 Franklin St Tarrytown, NY between the Greenburgh Drug & Alcohol Task Force and the Village of Tarrytown will expire on February 28, 2015.

The GDATF respectfully requests the Board of Trustees consider renewing the lease with the same terms and conditions for a one (1) year period.

A copy of the current agreement is attached for your review.

Thank you.

Scott W Brown
Chief of Police-Tarrytown
For the Greenburgh Drug & Alcohol Task Force

Office License

AGREEMENT OF LICENSE, made as of this 11th day of March, 2014, between Village of Tarrytown, party of the first part, hereinafter referred to as Owner, and Greenburgh Drug and Alcohol Task Force, party of the second part, hereinafter referred to as Licensee,

WITNESSETH: Owner hereby Licenses to Licensee and Licensee hereby hires from Owner the office space in the old Tarrytown Police Headquarters in the building known as old Tarrytown Police Headquarters located at 150 Franklin Street in the Village of Tarrytown, Westchester County, New York, for the term of 12 months (or until such term shall sooner cease and expire as hereinafter provided) to commence on the first day of March, 2014, and to end on the twenty-eighth day of February, 2015, both dates inclusive. Licensee hires from Owner only that portion of the building which is the subject of this license and Owner shall have the right to execute license agreements for other portions of the old Tarrytown Police Headquarters. Both the Owner and the Licensee retains the right to end the license term at any time with or without cause with 90 days notice.

The parties hereto, for themselves, their heirs, distributees, executors, administrators, legal representatives, successors and assigns, hereby covenant as follows:

License Payment and Rental Fee; Fee for Utilities:

1. Licensee shall pay the license fee as above and as hereinafter provided. The Licensee shall also pay a Rental Fee of \$200.00 per month payable upon the 1st day of the month for each month of the license term. Licensee shall also pay for a fee for utilities which will be calculated by multiplying the total utility cost for the building by the percentage of square footage occupied by the Licensee

Occupancy:

2. Licensee shall use and occupy demised premises for official activities of the Greenburgh Drug and Alcohol Task Force and for no other purpose.

Licensee Alterations:

3. Licensee shall make no changes of any nature in or to the demised premises without Owner's prior written consent.

Maintenance and Repairs:

4. Licensee shall, throughout the term of this License, take good care of the demised premises and the fixtures and appurtenances therein. Licensee shall be responsible for all damage or injury to the demised premises or any other part of the building and the systems and equipment thereof, whether requiring structural or nonstructural repairs caused by or resulting from carelessness, omission, neglect or improper conduct of Licensee, Licensee's sub Licensees, agents, employees,

invitees or licensees, or which arise out of any work, labor, service or equipment done for or supplied to Licensee or any sub Licensee or arising out of the installation, use or operation of the property or equipment of Licensee.

Property-Loss, Damage, Reimbursement, Indemnity:

5. Owner or its agents shall not be liable for any damage to property of Licensee or of others entrusted to employees of the building, nor for loss of or damage to any property of Licensee by theft or otherwise, nor for any injury or damage to persons or property resulting from any cause of whatsoever nature, unless caused by or due to the negligence of Owner, its agents, servants or employees. Licensee shall indemnify and save harmless Owner against and from all liabilities, obligations, damages, penalties, claims, costs and expenses for which Owner shall not be reimbursed by insurance, including reasonable attorneys' fees, paid, suffered or incurred as a result of any breach by Licensee, Licensee's agents, contractors, employees, invitees, or licensees, of any covenant or condition of this License, or the carelessness, negligence or improper conduct of the Licensee, Licensee's agents, contractors, employees, invitees or licensees. In case any action or proceeding is brought against Owner by reason of any such claim, Licensee, upon written notice from Owner, will, at Licensee's expense, resist or defend such action or proceeding by counsel approved by Owner in writing, such approval not to be unreasonably withheld.

Occupancy:

6. Licensee will not at any time use or occupy the demised premises in violation of the certificate of occupancy issued for the building of which the demised premises are a part. Licensee has inspected the premises and accepts them as is, subject to the riders annexed hereto with respect to Owner's work, if any. In any event, Owner makes no representation as to the condition of the premises and Licensee agrees to accept the same subject to violations, whether or not of record.

End of Term:

7. Upon the expiration or other termination of the term of this License, Licensee shall quit and surrender to Owner the demised premises, broom clean, in good order and condition, ordinary wear and damages which Licensee is not required to repair as provided elsewhere in this License excepted, and Licensee shall remove all its property. Licensee's obligation to observe or perform this covenant shall survive the expiration or other termination of this License. If the last day of the term of this License or any renewal thereof, falls on Sunday, this License shall expire at noon on the preceding Saturday, unless it be a legal holiday, in which case it shall expire at noon on the preceding business day.

Waiver of Trial by Jury:

8. It is mutually agreed by and between Owner and Licensee that the respective parties hereto shall and they hereby do waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other (except for personal injury or property damage) on any matters whatsoever arising out of or in any way connected with this License, the relationship of Owner and Licensee, Licensee's use of or occupancy of said premises, and any emergency

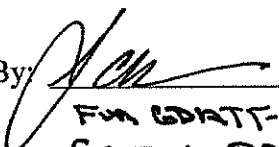
statutory or any other statutory remedy. It is further mutually agreed that in the event Owner commences any proceeding for possession of the premises, Licensee will not interpose any counterclaim of whatever nature or description in any such proceeding including a counterclaim under Article 4.

IN WITNESS WHEREOF, Owner and Licensee have respectively signed and sealed this License as of the day and year first above written.

Village of Tarrytown

By: 
Michael Blau, Village Administrator

Greenburgh Drug and Alcohol Task Force

By: 
FOR GDA TF-
SCOTT W BROWN

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

TO: Mayor Fixell and the Board of Trustees
FROM: Michael Blau, Village Administrator
RE: Multi-Space Parking Meters
DATE: February 18, 2015

Please be advised that I met with Mayor Fixell to discuss the programming of the multi-space parking meters that have been installed in Village owned or controlled (South Depot parking lot) in the vicinity of the train station. The company from whom the Village purchased the multi-space parking meters is ready to program the meters and I need direction from the Board as to the programming of the meters as well as for the creation of the signage associated with the meters and parking restrictions for daily parking. Below please find proposals for your consideration. Please note that the current fee structure for daily parking is \$5.00/day for residents and \$10.00/day for non-residents. In addition, there are a number of long-term on street meters that provide for daily parking at the lower portion of Main Street, between the bend in the road just past Rivercliff Condominiums and Depot Plaza/Cortlandt Street. Currently, the fee structure charged for the use of these meters is the same as meters throughout the Village, which is 25 cents for 20 minutes. People using these long-term meters can pay to use the meters using a cash key as opposed to putting coins in the meters.

- Proposed fee structure - \$1.50/hour up to a maximum cost of \$10.00/day. This fee structure would be for the multi-space and long term parking meters in the area of the train station.
- Since the multi-space parking meters cannot distinguish between residents and non-residents, residents can continue to obtain daily parking permits from the Police Department for \$5.00 for the day. However, should a resident choose to use the multi-space meter machines, they will have to pay the rate charged for the machine and there will be no reimbursement of the difference in cost between what was paid and the \$5.00 fee. The possibility for a resident to obtain a daily parking permit on-line 24 hours in advance will be evaluated.
- Per the lease agreement with MNR, the South Depot Parking Lot is a daily permit parking lot only, with the exception of people who have commuter permits and handicapped permits. The reason for the exception is that this parking lot has handicapped parking spaces near the train station.
- All parking lots, with the exception of the Losee Park parking lot and the parking spaces along the Losee Park fence line on Green Street, to be enforced Monday through Friday, from 6:00 a.m. to 9:00 p.m.
- The Losee Park parking lot and the parking spaces along the Losee Park fence line on Green Street to be enforced every day from 6:00 a.m. to 12 midnight.

This will capture vehicles parking and going to the Sunset Cove restaurant and bar later into the night.

- Resident daily parking permits can be used in any parking lot west of the railroad tracks between the hours of 6:00 a.m. and 2:00 p.m.
- Daily parking using the multi-space parking meters shall be limited to the Losee Park parking lot and the parking spaces along the Losee Park fence line on Green Street.
- After 2:00 p.m., the use of the multi-space parking meters can occur in any of the parking lots in the vicinity of the railroad station.
- Residents may obtain a *Non-Commuter Resident Permit* that would enable the resident to park in any of the parking lots, with the exception of the South Depot parking lot, after 2:00 p.m. Monday and Friday and all day on Saturday and Sunday in the Losee Park parking lot and the parking spaces along the Losee Park fence line on Green Street. The resident would not have to put money in the multi-space parking meter. This permit provides no parking privileges in any on-street parking meters. The Mayor and I did not discuss the cost of this permit, but I would recommend a fee of at least \$25.00 and no more than \$50.00 for the annual permit.

For your information, the breakdown of Yankee home day games for weekdays (which is the most problematic for parking at the train station) for the upcoming season is as follows:

Day of the Week	Day Games	Night Games
Monday	3	5
Tuesday	0	11
Wednesday	6	7
Thursday	2	8
Friday	0	13
TOTAL	11	44

Mike Blau

From: Harrington, James <Harrington@mnr.org>
Sent: Wednesday, February 18, 2015 10:12 AM
To: Mike Blau
Subject: RE: Metro North Tarrytown Substation - Green Street Parking

Correct.

From: Mike Blau [mailto:MBlau@tarrytowngov.com]
Sent: Wednesday, February 18, 2015 10:11 AM
To: Harrington, James
Cc: Benitez, Robbie C.; Mannix, Mark; Treadwell, Richard; Loney, Michael; Bermingham, John; Ritz, William
Subject: RE: Metro North Tarrytown Substation - Green Street Parking

Mobilization this March?

From: Harrington, James [mailto:Harrington@mnr.org]
Sent: Wednesday, February 18, 2015 9:08 AM
To: Mike Blau
Cc: Benitez, Robbie C.; Mannix, Mark; Treadwell, Richard; Loney, Michael; Bermingham, John; Ritz, William
Subject: Metro North Tarrytown Substation - Green Street Parking

Mike,

To follow up on our discussion last week, the temporary Maintenance and Protection of Traffic Plan will be utilizing the parking spaces designated as #'s 1472 through 1499 (27 spaces) along Green Street. These are the southernmost spaces along the ball field fence.

The contractor currently intends to mobilize in March, and the expected duration is approximately 16 months.

Let me know if you need anything else.

Regards,
Jim



Metro-North Railroad

James M. Harrington, RA
Sr. Construction Engineer
Metro-North Railroad
P# 914-827-8381
C# 646-852-2754



December 19, 2014

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

RE: Hudson Line Substation Upgrade, A-25 Tarrytown

Dear Mike:

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

The substation will be located on the railroad right-of-way east of Green Street on the west side of the tracks, south of the Tarrytown Station. This letter confirms our understanding that during construction, approximately 340 feet of Green Street will be closed to traffic and a temporary roadway will be constructed west of Green Street to accommodate vehicular traffic. This will allow local traffic patterns to be maintained and creation of a safe work area for the substation construction. There will be no impact to traffic as a result of the temporary roadway. After the construction is completed, Green Street will be re-opened, the temporary roadway will remain and the contractor will extend the paving (from the edge of the paved section of Green Street west to the edge of the fence line) to include the unimproved parking area adjacent to the fence line of Losee Park. Before Green Street is re-opened, Metro-North will also repave Green Street from the yacht club to the south through the construction area. Attached is the contract drawing #C1101, showing the proposed limits of the new street asphalt paving. In exchange for this work, the village will provide use of approximately 3,200 square feet of the Losee Park parking lot for construction staging, including a trailer and parking for the duration of the project.

The approximate commencement date of work is the second quarter of 2015. Metro-North will provide advance notice before work begins. It is estimated that the duration of the entire project will be up to 24 months with the Maintenance and Protection of Traffic Plan for Green Street being in place no longer than 10 months. Because this is related to a SANDY federal funding source, there is extensive oversight on the expenditures of these funds by the FTA.

Village of Tarrytown
December 19, 2014

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

Sincerely,

Mark Mannix
Senior Director, Corporate & Public Affairs

Agreed and Accepted to:

Michael Blau, Village Administrator

Attachment

cc: R. Benitez
J. Gillies
T. Ritz
M. Loney

J. Harrington
File