

**VILLAGE OF TARRYTOWN
BOARD OF TRUSTEES
WORK SESSION 6:00 P.M.
WEDNESDAY, OCTOBER 13, 2021**

Pursuant to the end of the State of Emergency pertaining to COVID-19, all meetings will now be in person.

Meeting Live-Stream: <https://www.tarrytowngov.com/home/events/36121>

Open Session

1. Board of Trustees Concerns
2. Continued Discussion - Cannabis Legislation
3. Amtrak – Tarrytown Stop
4. Tree Warden Residency
5. Phase VIII – Hillside/Rosehill/Altamont/S.Grove – Water Main Replacement
6. First Amendment to Urban County Cooperation Agreement

Executive Session

- A. Parks and Recreation Advisory Council Appointee



Memorandum

TO: Mayor and Board of Trustees
Richard Slingerland
Joshua Ringel

FROM: Kathy Zalanta

DATE: 10-4-2021

RE: Questions Raised at Marijuana Presentation

You asked that I respond questions raised by members of the public at the September 28, 2021 Marijuana Presentation. In italics are the questions (recorded by Village staff) and the answers follow:

What are the BOT's thoughts on opting in vs opting out?

The Village Board has not made any decisions on opting out. Nonetheless, to be clear, the Village Board only has to affirmatively act if it wants to opt-out of potentially having either or both retail dispensaries or on-site consumption establishments in the Village, because by default, retail dispensaries and on-site consumption establishments are allowed in every municipality in the State. If the Village Board does not opt-out by December 31, 2021, it is no longer able to do so in the future.

How is the decision made to choose to do a permissive referendum or not? How exactly does a permissive referendum work?

For the Village to opt-out of either or both retail dispensaries or on-site consumption establishments, the Village Board would have to adopt a local law before December 31, 2021. The local law would also be subject to permissive referendum, which is directed by State law and the Village Board has no discretion to choose not to have the law be subject to permissive referendum. For a Village, this means that if 20% of the electors (as shown on the register of electors for the previous general village election) sign and acknowledge a petition objecting to the local law, then the local law opting-out would have to then be approved by majority of those voting at a general or special election (see Village Law § 9-902(1)). If no petition is submitted, the local law would go into effect after the 30-day time period to file a petition expires (see Village Law § 9-902(1)).

Are there any public areas (including businesses) where smoking is permitted already?

As for public areas, such as Village sidewalks, smoking (both cigarettes and cannabis) is permitted, except in Village parks and recreation areas. New York Public Health Law Article 13-E regulates smoking and vaping "in certain public areas" and has

been amended to include references to cannabis. PHL § 1399-o, entitled “Smoking and Vaping Restrictions” and § 1399-o-1 entitled “Smoking and Vaping restrictions; Certain Outdoor Areas” contain an extensive list of areas (both indoor and outdoor) where smoking (both tobacco and cannabis) is prohibited. Prior to State’s adoption of the Marijuana Regulation and Taxation Act (“MRTA”), the Village Code § 221-9 prohibited smoking of tobacco products in Village parks, playgrounds or ball fields and this provision has been amended to also bar smoking of cannabis.

As a general rule, where tobacco smoking is allowed, so will cannabis smoking. However, while State law limits tobacco smoking in outdoor dining establishments to only certain areas (if: (1) the outside smoking area is no more than 25% of the outdoor seating capacity; (2) it is at least 3-feet away from designated outdoor non-smoking area; and (3) is designated as a smoking area with signage), State law prohibits smoking or vaping of cannabis in any outdoor eating areas of food establishments.

As for specific businesses, New York Public Health Law’s prohibitions against smoking do not apply to certain uses such as retail tobacco businesses and cigar bars under certain circumstances, and retail tobacco businesses are already allowed in certain districts in the Village. There is no specific zoning provision barring tobacco-based businesses.

What does zoning mean in the context of Marijuana (what can Village do with regard to zoning)?

Under State law, retail dispensaries or on-site consumption establishments cannot be within 500 feet of a school grounds or within 200 feet of a house of worship. Further, as part of the State licensing process, the municipality will have to be notified of an application pending within its boundaries and the municipality will have an opportunity to respond to the State Board and express whether the municipality believes the license should be granted or denied. The Board must respond to the municipality and explain how the municipality’s view was considered in the Board deciding whether to grant or deny the application.

While the Village is not authorized to adopt any law regulating the operation or licensure of these establishments, the Village Board can adopt local zoning regulations and regulations regarding the time/place/manner of those establishments so long as it does not make their operation “unreasonably impractical.” For example, the Village can adopt zoning legislation limiting retail dispensaries or on-site consumption establishments to certain districts, but the Village cannot make the zoning so restrictive that these uses would not be allowed anywhere in the Village.

What should we expect in terms of “Traffic” for cannabis retail establishments? (In terms of traffic I would think foot and vehicular)?

Like any other use, these types of uses would have to go through site plan approval (and potentially a special use permit) and one of the considerations for the land use boards will have to be traffic issues. As there are no traffic data for New York for these types of uses, the traffic analysis may have to rely upon data from other states where the use has been legal.

Are Alcohol and Marijuana Mutually exclusive? (i.e. can alcohol and Marijuana be sold or consumed at same place of business)

Under the State law, no cannabis retail licensee is permitted to sell alcoholic beverages and the State law prohibits someone from having a license or permit to sell alcoholic beverages on the same premises where cannabis products are sold. In addition, the State law also prohibits certain activities by an on-site consumption licensees including, but not limited to, gambling, exposing or simulating, contests, or fireworks . . .” and other activities prohibited under New York Alcoholic Beverage Control Law or other matters provided for by the State board.

Are schools eligible to receive any of the sales tax revenue? If so, how are they affected if Village opts out?

The State law addresses distribution of sales tax and it is unclear how funds will be distributed to other local government subdivisions (such as schools) that do not directly benefit from the sales tax, but such distribution would be governed by the State and would not be within the Village’s control or purview. But local municipalities that do not opt-out will have the potential to obtain sales tax revenue from retail sales of cannabis at these establishments. There will be a 4% sales tax that will go to the County. Quarterly, the County will distribute the funds with 25% of the tax staying with the County and 75% being distributed to the local municipalities (the town and incorporated village, if any) based upon the percentage of sales that took place within their municipality. If a municipality opts-out it will not receive this revenue.

Will local dispensaries be able to sell weed online (e-commerce) or deliver locally, similar to food delivery?

How difficult will the licensing process be?

Will the State or Municipalities provide financial assistance to those disadvantaged from a social justice perspective?

Will retail be able to accept credit card/debit card and have bank accounts and what will municipalities (or state) do to facilitate this?

The above questions go beyond the Village’s control and purview and are issues that will be governed by the State law and state agencies. Retail dispensaries and on-site consumption establishments will be required to be licensed, monitored and overseen by the Cannabis Control Board and the Office of Cannabis Management. The MRTA provides certain requirements for eligibility and the Cannabis Control Board will likely adopt additional regulations.

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Kathy Deufemia

From: Richard Slingerland
Sent: Tuesday, October 5, 2021 10:25 AM
To: Mannix, Mark
Cc: Joshua Ringel; Tom Butler; Becky McGovern; Guerrero, Sandy; Kathy Deufemia
Subject: RE: Amtrak - Tarrytown stop

Thank you very much.

I'll discuss with the Board at the next Work Session and see if we want to make a formal request.

Richard Slingerland
Village Administrator
Village of Tarrytown
One Depot Plaza
Tarrytown, New York 10591
914-631-1785
fax: 914-909-1208
e-mail: rslingerland@tarrytowngov.com

From: Mannix, Mark <Mannix@mnr.org>
Sent: Tuesday, October 5, 2021 8:07 AM
To: Richard Slingerland <rslingerland@tarrytowngov.com>
Cc: Joshua Ringel <Jringel@tarrytowngov.com>; Tom Butler <tbutler@tarrytowngov.com>; Becky McGovern <bmcgovern@tarrytowngov.com>; Guerrero, Sandy <sguerrero@mnr.org>
Subject: RE: Amtrak - Tarrytown stop

[EXTERNAL] This email is from outside the Village of Tarrytown - Please use caution when opening links and attachments!

Hi Rich, I have no idea what Amtrak's plans are pertaining to adding a stop at Tarrytown. There is no harm in making the request to Amtrak. Here is there contact info: <https://www.amtrak.com/about-amtrak/government-affairs-staff.html>
Thanks for contacting me, Mark

From: Richard Slingerland <rslingerland@tarrytowngov.com>
Sent: Saturday, October 2, 2021 8:28 AM
To: Mannix, Mark <Mannix@mnr.org>
Cc: Joshua Ringel <Jringel@tarrytowngov.com>; Tom Butler <tbutler@tarrytowngov.com>; Becky McGovern <bmcgovern@tarrytowngov.com>
Subject: Fwd: Amtrak - Tarrytown stop

Mark:

Good morning.

Is there any possibility this schedule for Amtrak might change? I'm not advocating either way at this point, just asking the question.

Rich

Sent from my iPhone

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Begin forwarded message:

From: Paul Feiner <pfeiner@greenburghny.com>
Date: October 1, 2021 at 12:44:50 PM EDT
To: David Kurtz <david.joshua.kurtz@gmail.com>
Cc: Richard Slingerland <rslingerland@tarrytowngov.com>, Krista Madsen <KMadsen@greenburghny.com>
Subject: Re: Amtrak - Tarrytown stop

[EXTERNAL] This email is from outside the Village of Tarrytown - Please use caution when opening links and attachments!

I will contact AMTRAK. Think we should also reach out to our congressional delegation. Paul FEINER

Sent from my iPhone

On Oct 1, 2021, at 12:26 PM, David Kurtz <david.joshua.kurtz@gmail.com> wrote:

EXTERNAL: Do not click links or open attachments if you do not recognize the sender.

Hi Paul,

I hope this email finds you well.

Our family has lived in Tarrytown for the past ~5 years and we love the community. Thanks for all that you do!

My office in NYC, like many commuters I've spoken to, is moving from midtown Manhattan to the new Hudson Yard development (west side). This change significantly lengthens my commute because currently all metro north trains from Tarrytown arrive into grand central station, and I then need to walk or take a subway. Amtrak, however, has trains to Penn station that pass through Tarrytown but do not stop (Amtrak stops at Croton on Hudson and sometimes Yonkers). Especially with the new edge on Hudson development I think there are a lot of people in the area that would be interested in a direct train from Tarrytown to Penn Station. Do you think we could work to get Amtrak to add a Tarrytown stop? Looking forward to your reply. Thanks!

Cheers, djc

David J. Kurtz
Cell: (320) 250-1813
Sent from my iPhone

Greenburgh has been designated a "Tree City of the World": 1 of 38 municipalities in the United States, and 1 of 2 municipalities in the State of New York. Tree Cities of the World is a program of the United Nations and the Arbor Day Foundation.

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Kathy Deufemia

From: Richard Slingerland
Sent: Wednesday, October 6, 2021 5:18 PM
To: Kathy Deufemia
Cc: Kathy Zalantis; Joshua Ringel
Subject: tree warden residency

Kathy:

Let's put this on the Work Session agenda as well, so we can keep Peter Bartlett on as the Tree Warden.

Chapter 52. Residency Requirements

§ 52-2. Village, county or bordering county residency.

[Amended 1-21-2003 by L.L. No. 1-2003; 1-5-2009 by L.L. No. 1-2009; 9-17-2018 by L.L. No. 12-2018; 7-15-2019 by L.L. No. 6-2019; 10-21-2019 by L.L. No. 10-2019]

Notwithstanding any other general or special law, no person shall be eligible to be appointed to or hold the office of Administrator, Assistant Village Administrator, Village Clerk, Deputy Clerk, Village Treasurer, Deputy Treasurer, Engineer, Building Inspector, ~~and~~ Secretary to the Planning Board, Zoning Board of Appeals and Architectural Review Boards **and Tree Warden** in the Village of Tarrytown unless such person is a resident of the Village or a resident of Westchester County or a resident of a county in New York State nearby to Westchester County during such appointment, including the five boroughs of New York City, Rockland County, Putnam County and Dutchess County during such appointment. A person shall be eligible to be appointed to or hold the nonjudicial position of Village Court Clerk, Assistant Court Clerk or Court Attendant provided such person is a resident of Westchester County or in a county in New York State, such as the five boroughs of New York City, Rockland County, Putnam County and Dutchess County, during such appointment.

Richard Slingerland
Village Administrator
Village of Tarrytown
One Depot Plaza
Tarrytown, New York 10591
914-631-1785
fax: 914-909-1208
e-mail: rslingerland@tarrytowngov.com



VILLAGE OF TARRYTOWN INTEROFFICE MEMORANDUM

BUILDING • ENGINEERING • PLANNING • ZONING • ARB

TO: Richard Slingerland, Village Administrator
FROM: Donato R. Pennella, P.E., Village Engineer
RE: Phase VIII – Hillside/Rosehill/Altamont/S.Grove St
Watermain Replacement
DATE: October 8, 2021

Attached are proposals from firms performing surveying and subsurface exploration required for the preparation of construction bid documents for above referenced project. The Request for Proposals that were submitted to several firms in each category were prepared by PCI, our design professional preparing the bid documents. The bids received are as follows:

1. Survey work:

- **TC Merritts LS**
394 Bedford Rd, Pleasantville, NY **\$27,500 (@~\$5.73/LF)**
- **Summit LS**
21 Drake Lane, White Plains, NY **\$28,800 (@\$6.00/LF)**

2. Soil Boring/Analysis:

- **D.K. Drilling of NY**
214-41 42nd Avenue **\$15,025 (for 5 borings in one day)**
- **SOR Testing**
98 Sand Park Drive, Cedar Grove, NJ **\$15,200 (for 5 borings in one day)**

Based on the bids received, it is my recommendation that TC Merritts, LS and D.K Drilling of NY be awarded the contracts in the amount of \$27,500 and \$15,200 for survey and subsurface exploration, respectively.

Survey Proposal



TC MERRITTS
Land Surveyors

*Serving Westchester & Fairfield
Counties for over 30 years*

394 Bedford Road
Pleasantville, NY 10570
NY: (914) 769-8003 CT: (203) 622-8899
Fax: (914) 769-1419
www.TCMERRITTS.com

PCI Professional Consulting, llc. Altamont Ave, Rosehill Ave
1719 Route 10, Suite 225 Hillside Pl, Grove St
Parsippany, NJ 07054 Tarrytown, NY
Attn: Arshad Jalil, P.E. Approx. 4,800 ft

Phone 973-683-0044
Email ajalil@pci-engineers.com
Other:

O.S./E.I. No/Yes

		8/9/2021	
		19350	
		Mgr	
Project #		Ref.	Written By
			dm

As per delineation by engineer:

Right of Way survey of delineated area of Altamont Ave, Rosehill Ave, Hillside Place, Grove St

The survey shall be tied to USC&GS plane coordinate survey. The survey shall be based on the North American Vertical Datum of 1988.

Define all adjoining owners, street addresses, ROWs, roadways, property corners, easements in all directions, monumentations found and monumentations set.

Within Right of Way, locate all existing buildings (including building type and number of stories), structures (top and bottom), street furniture, landscape features, wells, curbs (top and bottom), mailboxes, road markings, sidewalk curvatures, driveways, fences (with height), retaining walls (top and bottom) and other man-made features within 20 feet beyond the property being surveyed.

Locate all utility lines above and below the ground. Define rim and invert elevations of all catch basins and manholes and sizes of mains. If a gravity main or culvert extends beyond the survey limit, the survey must provide the pipe invert elevation at the next catch basin or manhole outside of the survey limit so that its depth can be interpolated. Water service connections must be shown up to the curb stop. *Subsurface utilities not surveyed unless marked by others. Below ground utilities will be shown to the extent that they can be located from surface evidence and from record drawings that are made available or provided by outside sources.

Define nature and location of all other existing features, including, but not limited to, watercourses, wooded areas, rock outcrops, single trees with a diameter of 6 inches or more, and shrubs.

The width of the survey shall be 20 feet beyond the edge of existing paved roadways.

The survey shall depict one (1) foot vertical contour intervals from the centerline of the road to a minimum of 20 feet outside the Village ROW boundary (or 20 feet outside the curb along private roads). Z-elevations for all contours must be defined.

Final drawings shall be provided as an electronic file compatible with AutoCAD version 2010. All electronic files and

FINAL PAYMENT IS DUE UPON COMPLETION OF WORK.
THANK YOU FOR YOUR BUSINESS.



3.5% fee will apply for all credit card transactions



Pay with
Electronic Check
by phone!

Signature

This proposal is subject to change if not executed within 60 days from date of issue

Survey Proposal



TC MERRITTS
Land Surveyors

*Serving Westchester & Fairfield
Counties for over 30 years*

394 Bedford Road
Pleasantville, NY 10570
NY: (914) 769-8003 CT: (203) 622-8899
Fax: (914) 769-1419
www.TCMERRITTS.com

PCI Professional Consulting, llc. Altamont Ave, Rosehill Ave
1719 Route 10, Suite 225 Hillside Pl, Grove St
Parsippany, NJ 07054 Tarrytown, NY
Attn: Arshad Jalil, P.E. Approx. 4,800 ft

Phone 973-683-0044
Email ajalil@pci-engineers.com
Other:

O.S./E.I. No/Yes

8/9/2021
19350
Mgr
Written By
dm

Project #

Ref.

drawings shall be true scale.

The survey work shall begin after all utilities are marked. The Village will be calling for Code 753 for the planned excavation work within the Survey area.

Deed for Town owned properties to be supplied by Town.

Right of Way Survey prepared for future design by others.

27,500.00

Field survey to commence within 10 days of receipt of signed proposal.

Deliverables: CAD, (Computer Aided Design AutoCad file) PDF (Electronic file of survey drawing - signed and stamped)
If printed map needed, please request - cost will be \$10 each.

Covenants, easements, restrictions, conditions and agreements must be provided by owner in writing to be shown on map.

Stakes set along property lines NOT included in price. A separate price quote will be supplied upon request.

FINAL PAYMENT IS DUE UPON COMPLETION OF WORK.
THANK YOU FOR YOUR BUSINESS.

3.5% fee will apply for all credit card transactions



Pay with
Electronic Check
by phone!

Signature _____

This proposal is subject to change if not executed within 60 days from date of issue

D. K. Drilling of NY, Inc.

214-41 42nd Avenue
Suite 4A
Bayside, NY 11361

Proposal

Date	Proposal #
8/20/21	8681

Phone #	Fax #	E-mail
(718) 352-0100	(718) 352-0200	dkdrillingny@gmail.com

**50% DEPOSIT REQUIRED -
NO RELEASE OF ANY
REPORTS WITHOUT
PAYMENT IN FULL**

Project

WaterMain Replacement, Tarryt

Terms

50% Dep.- Bal. Upon Completion

Name / Address / Tel. # / Fax #

Professional Consulting, LLC
1719 Route 10, Suite 225
Parsippany, NJ 07054
Attn: Arshad Jalil, P.E., BCEE

Description		Qty		Rate	Total
SOIL BORINGS @ ALTAMONT AVE., ROSEHILL AVE., GROVE ST. & HILLSIDE PL VILLAGE OF TARRYTOWN, WESTCHESTER COUNTY, NY					
SCOPE OF WORK: FIVE (5) bore locations to 7.0' Depth - Estimated to complete in 1 DAY					
Mobilization & Demobilization of Drill Rig & Drilling Crew	Lumpsum	1	Lumpsum	4,250.00	4,250.00
Geotech Engineer, Environmental & Scientist	Per Diem	1	Each	3,500.00	3,500.00
ENVIRONMENTAL LAB TEST					
Geotechnical Reports / Logs	Lumpsum	1	Lumpsum	6,800.00	6,800.00
Transportation of Samples	Lumpsum	1	Lumpsum	475.00	475.00
Please confirm approval by signing and faxing back to (718) 352-0200. Thank you.				Total	

Client agrees to indemnify and hold harmless D. K. Drilling of NY, Inc. against any and all damage to sidewalks, curbs, buildings, trees, underground utilities or other property and against all liability, loss and expense incurred as a result of performing soil borings.

It is expressly understood and agreed that the sole liability of D. K. Drilling of NY, Inc., its employees, engineers, principals, agents, servants and representatives, for any errors and/or omissions is strictly limited to the dollar amount of the fee(s) paid pursuant to this agreement. By signing below, all parties accept and agree to this disclaimer. The use by any party of any information to be reported by D. K. Drilling, Inc. in connection with this work is predicated upon this limitation of liability. D. K. Drilling of NY makes no representations to anyone other than the client signing this agreement and shall not be liable for any damages to third persons who utilize or rely on D.K. Drilling's report(s).

Signature of Acceptance

P.O. No. if Required

D. K. Drilling of NY, Inc.

214-41 42nd Avenue
Suite 4A
Bayside, NY 11361

Proposal

Date	Proposal #
8/20/21	8681

Phone #	Fax #	E-mail
(718) 352-0100	(718) 352-0200	dkdrillingny@gmail.com

**50% DEPOSIT REQUIRED -
NO RELEASE OF ANY
REPORTS WITHOUT
PAYMENT IN FULL**

Name / Address / Tel. # / Fax #

Professional Consulting, LLC
1719 Route 10, Suite 225
Parsippany, NJ 07054
Attn: Arshad Jalil, P.E., BCCE

Project

WaterMain Replacement, Tarryt

Terms

50% Dep.- Bal. Upon Completion

Description	Qty	Rate	Total
PLEASE NOTE THE FOLLOWING: <ul style="list-style-type: none">- Permits to be supplied by others.- No GPR Testing included- We are required to make the One Call, Dig SAFE NY, but we will need specific locations and boring locations marked out. It would be best if specific addresses can be provided.- The above does not include the cost of the Bonds. They will be Priced Upon Request.			
Please confirm approval by signing and faxing back to (718) 352-0200. Thank you.			
Total			\$15,025.00

Client agrees to indemnify and hold harmless D. K. Drilling of NY, Inc. against any and all damage to sidewalks, curbs, buildings, trees, underground utilities or other property and against all liability, loss and expense incurred as a result of performing soil borings.

It is expressly understood and agreed that the sole liability of D. K. Drilling of NY, Inc., its employees, engineers, principals, agents, servants and representatives, for any errors and/or omissions is strictly limited to the dollar amount of the fee(s) paid pursuant to this agreement. By signing below, all parties accept and agree to this disclaimer. The use by any party of any information to be reported by D. K. Drilling, Inc. in connection with this work is predicated upon this limitation of liability. D. K. Drilling of NY makes no representations to anyone other than the client signing this agreement and shall not be liable for any damages to third persons who utilize or rely on D.K. Drilling's report(s).

Not responsible for damage to curb, sidewalk, or property when drilling location is within property boundaries.
Soil samples will be held for 30 days unless otherwise instructed.

All labor, work, and material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

ACCEPTANCE OF PROPOSAL - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature of Acceptance

P.O. No. If Required

SOR TESTING LABORATORIES, INC.

Geotechnical Engineering - Materials Testing - Forensic Studies

98 Sand Park Rd., Cedar Grove, NJ 07009
(973) 239-6001 Fax (973) 239-8380
www.sorlabs.com

Kamil Sor, Ph.D.
Orhun Sor, P.E.
Atilla Sencar, P.E.

August 16, 2021
Proposal No. 21-189

Professional Consulting LLC
1719 Route 10, Suite 225
Parsippany, NJ 07054

Attention: Arshad Jalil, P.E., BCEE
E-Mail: ajalil@pci-engineers.com

Re: Proposal for Geotechnical and Environmental Services
Water Main Replacement
Village of Tarrytown, New York

INTRODUCTION

Sor Consulting Engineers, Inc. (SCE) is pleased to present this proposal to perform a subsurface investigation for a proposed watermain replacement to be constructed at a site in Tarrytown, New York. The water main replacement will be on Altamont Avenue, Rosehill Avenue, Grove Street and Hillside Place. Maximum pipe depths will be on the order of 7 feet.

GEOTECHNICAL INVESTIGATION

The purpose of this study would be to:

- explore the subsurface soil, rock, and groundwater conditions within the proposed water main alignment areas;
- estimate the geotechnical engineering properties of the encountered subsurface materials including seasonal high groundwater level;
- evaluate the bedding and foundation requirements for the pipe considering the anticipated structural loads and encountered subsurface conditions;
- estimate the post-construction settlement of the water main and associated pipe structures;

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SOR TESTING LABORATORIES, INC.

Professional Consulting LLC
Water Main Replacement
Village of Tarrytown, New York

Proposal No. 21-189
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- recommend lateral earth pressure and drainage criteria for use in the design of temporary earth retaining systems; and
- discuss appropriate earthwork operations or considerations consistent with the proposed construction and encountered subsurface conditions. These could include the anticipation and management of groundwater, estimated depths of excavation required to remove unsuitable materials, evaluation of the suitability of the site soils for use as controlled fill and backfill, and material and placement requirements for controlled compacted fill and backfill.

To accomplish this, we would perform an exploration program consisting of standard test borings. Five (5) borings have been requested. The borings would be performed with truck-mounted drilling equipment at accessible locations along the roadway or shoulder of the roadway. Work signs and traffic cones would be provided by the driller as necessary for maintenance and protection of traffic purposes. This proposal assumes police presence and flagman are not required. The borings would extend to an estimated depth of 7 feet below the existing ground surface or to refusal. Soil samples suitable for identification and laboratory purposes would be extracted from the borings in accordance with the procedures of the Standard Penetration Test. Upon completion, all explorations would be backfilled with K-crete, concrete or a 2% bentonite slurry mixture to grade so as not to leave any open holes. Excess cuttings and decontamination wash water would be placed in drums for disposal by others.

The explorations would be performed under the direct technical observation of a geotechnical engineer from Sor Testing Laboratories. Our representative would locate the borings at the site, prepare logs of the explorations as the work proceeds, and supervise the soil sampling operations so as to obtain the appropriate subsurface information.

All soil samples would be brought to our office where they would be examined and subjected to appropriate laboratory tests. The geotechnical laboratory program is tentatively planned to consist of classification tests to assist in sample identification.

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SOR TESTING LABORATORIES, INC.

Professional Consulting LLC
Water Main Replacement
Village of Tarrytown, New York

Proposal No. 21-189
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The results of the field and laboratory programs would provide the basis for our engineering analyses and geotechnical recommendations.

ENVIRONMENTAL INVESTIGATION

- Our representatives will oversee the installation of soil borings at five locations at the project site.
- Each split barrel will be screened for volatile organic compounds (VOCs) with a photoionization detector (PID). The location of highest VOC concentration will be sampled using a terra-core or encore sampling device. If no VOCs are detected, a random sampling location will be selected. (Note: Current NYSDEC DER-10 regulations do not permit a composite sample to be tested for VOCs for acceptance criteria.)
- A representative grab sample will be collected from each split barrel. Date and time of sampling will be logged, and the sample jar will be labeled with the project name and number and Laboratory ID. Each soil sample ID will include the street address where the boring was installed.
- Grab samples will be composited into one sample from each boring location. Each composite sample will be tested for Metals, Pesticides, Polychlorinated Biphenyls-PCBs, Herbicides, and Semi-VOCs in conformance with EPA/NYSDEC approved methods.
- All sampling equipment will be decontaminated between samples using a 1% Liquinox or Alconox solution.
- All analyses will be conducted by an NYSDEC licensed laboratory.

The results of our study would be presented in a formal written report that would include a drawing showing the locations of the explorations, detailed logs of the borings, the results of all laboratory tests, and our specific conclusions and recommendations. We would discuss in detail the scope-of-work items previously outlined as well as other geotechnical/environmental items that appear warranted by the nature of the

SOR TESTING LABORATORIES, INC.

Professional Consulting LLC
Water Main Replacement
Village of Tarrytown, New York

Proposal No. 21-189
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encountered conditions. This study would be performed under the direct technical supervision of a Professional Engineer licensed in the State of New York.

We are prepared to begin the field work within 10 days following your written authorization to proceed and the required utility markout. We expect that our report will be submitted within two to three weeks after completion of the field work.

FEE

Our fee for performing this study (Geotechnical and Environmental) would be billed on a lump sum basis. Based on the scope of work outlined above, our fee, including subcontract drilling charges, layout and resident engineering observation of the explorations, laboratory testing, engineering analysis, and submission of three original signed and sealed copies of the written report would be a lump sum of \$15,200.

This is based on one day to complete the geotechnical/environmental soil borings. If circumstances or conditions beyond our control require additional field days, they will be billed at the appropriate unit prices below. The unit prices that form the basis of this lump sum are as follows:

A. Geotechnical Investigation

ITEM	UNIT COST	ESTIMATED UNITS	AMOUNT
SCE Field Engineer	\$1500/day	1 day	\$1500
Daily Rate for Drilling Equipment and Crew	\$3000/day	1 day	\$3000
Mobilization and Demobilization of Drilling Equipment and Crew	\$1000/rig	1 rig	\$1000
Drums for Cuttings	\$250/each	1 drum	\$250
Standby Time	\$500/hour	If required	
Laboratory Testing, Engineering Analysis and Report	\$2000	Lump Sum	\$2000
Geotechnical Subtotal:			\$7750

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Professional Consulting LLC
Water Main Replacement
Village of Tarrytown, New York

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B. Environmental Investigation

Description	Unit Rate	No. of Units	Subtotal
Geo-Environmental Scientist	\$1200/day	1.25	\$1500
Laboratory Testing	\$1100/sample	5	\$5500
Coordination/Report	\$450	1	\$450
Estimated Total Cost (Completion in One Day):			\$7450

QUALIFICATIONS

Sor Testing Laboratories is a multi-disciplined firm specializing in construction materials testing, geotechnical engineering, and forensic studies. Our staff includes experienced professionals familiar with all phases of site development and construction.

CONDITIONS

The terms and conditions of this proposal are subject to the attached General Conditions. We also maintain Workmen's Compensation Insurance and General Liability Insurance. If required, certificates of insurance would be issued upon award of this work.

We would provide the boring contractor with the information required to request a markout of underground utilities prior to the start of the field work. The New York Utility One-Call Center requires three business days after the day the request is received to complete the markout. Utilities on private property may not be marked out. Should this be the case, we will rely exclusively on information furnished to us in locating explorations to avoid utilities or other below grade improvements. We will not be responsible for damage to any utilities or below grade improvements not brought to our attention prior to drilling or excavation.

This proposal does not include any investigation, detection or assessment related to determining the potential presence of chemical, toxic, radioactive, biological, or other types of contaminants on the site. Accordingly, our report will offer no interpretations, recommendations, or conclusions regarding same.

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SOR TESTING LABORATORIES, INC.

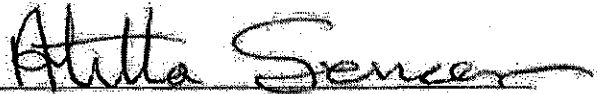
Professional Consulting LLC
Water Main Replacement
Village of Tarrytown, New York

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Thank you for the opportunity to prepare this proposal and we look forward to assisting you with this project. If the terms and conditions described above meet with your approval, please indicate your acceptance of this agreement by either returning one signed copy or issuing a purchase order that refers to this proposal.

Very truly yours,

SOR TESTING LABORATORIES, INC.



Atilla Sencar, P.E.
Senior Engineer

AS/gs
encl.: General Conditions

CLIENT: _____

AUTHORIZED BY: _____

DATE: _____

P.O. NO.: _____

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SOR TESTING LABORATORIES, INC.
SOR CONSULTING ENGINEERS, INC.

GENERAL CONDITIONS OF SERVICES

STANDARD OF CARE

Services performed by Sor Testing Laboratories, Inc. and Sor Consulting Engineers, Inc. (SOR) under this agreement will be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No representation, warranty nor guarantee, express or implied, is made.

INFERRED CONDITIONS

Client recognizes that subsurface conditions may vary from those encountered at the locations where the explorations were performed. SOR will base its interpretations and recommendations solely upon those conditions encountered as well as other data made available to SOR. SOR will be responsible for those data interpretations and recommendations, but will not be responsible for interpretation or use by others of the information developed. Client also recognizes that conditions different from those which were encountered at the exploration locations may significantly impact the interpretation and recommendations provided by SOR. Any such variation of conditions should be brought to the prompt attention of SOR to assess their impact on the previously provided interpretations and recommendations.

RIGHT OF ENTRY

Client shall provide for right-of-entry for all SOR personnel and equipment necessary to perform the intended scope of services. While SOR will take all reasonable precautions to minimize any damage to property, it is understood by Client that in the normal course of work some damage may occur, the correction of which is not part of this agreement unless so specified in the proposal.

UTILITIES

In the prosecution of the work, SOR will take reasonable precautions to avoid damage to underground utilities or structures. Client agrees to hold SOR harmless for any damage to any subsurface structure or utility, which is not clearly and accurately located in the field or is not correctly shown on plans furnished to SOR.

DISCOVERY OF UNANTICIPATED HAZARDOUS MATERIALS

Hazardous materials or certain types of hazardous materials may exist at a site where there is no reason to believe they could or should be present. SOR and Client agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work or termination of services. SOR and Client also agree that the discovery of unanticipated hazardous materials will make it necessary for SOR to take immediate measures to protect human health and safety, and/or the environment. SOR agrees to notify Client as soon as practically possible should unanticipated hazardous materials or suspected hazardous materials be encountered. Client encourages SOR to take any and all measures that in SOR's professional opinion are justified to preserve and protect the health and safety of SOR's personnel and the public, and/or the environment, and Client agrees to compensate SOR for the additional cost of such work. Client agrees to make any disclosures required by law to the appropriate governing agencies. Client waives any claim against SOR, and agrees to indemnify, defend and hold SOR harmless from any claim or liability for injury of loss arising from SOR's encountering of unanticipated hazardous materials. Client also agrees to compensate SOR for any time spent and expenses incurred by SOR in defense of any such claim, with such compensation to be based upon SOR's prevailing fee schedule and expense reimbursement policy.

SAMPLE STORAGE

SOR will retain all samples for a period of sixty (60) days from the date of written report submittal after which time they will be disposed of. Further storage or transfer of samples can be made at Client's expense upon written request.

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SOR TESTING LABORATORIES, INC.
SOR CONSULTING ENGINEERS, INC.

INSURANCE

SOR represents and warrants that it and its agents, staff, subcontractors, and consultants employed by it are protected by worker's compensation insurance and that SOR has such coverage under public liability and property damage insurance policies which SOR deems to be adequate. Certificates for all such policies of insurance will be provided to Client upon request in writing. Within the limits and conditions of such insurance, SOR agrees to indemnify and save Client harmless from and against any loss, damage or liability arising solely from any negligent acts by SOR, its agents, staff, and consultants employed by it. SOR shall not be responsible for any loss, damage or liability beyond the amount, limits, and conditions of such insurance. SOR shall not be responsible for any loss, damage or liability arising from any negligent acts by Client, its agents, staff, and other consultants employed by it.

TERMINATION

This agreement may be terminated by either party upon seven days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof. Such termination shall not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice. In the event of termination, SOR shall be paid for services performed to the termination notice date plus reasonable termination expenses; including but not limited to the cost of completing analyses, records, and reports necessary to document job status at the time of termination.

DISPUTES

In the event that a dispute should arise relating to the performance of the services to be provided under this agreement, and should that dispute result in litigation in which SOR prevails, it is agreed that SOR shall be entitled to recover all reasonable costs incurred as a result of the claim, including staff time, court costs, attorney's fees and other claim-related expenses.

BILLING AND PAYMENT

Client will pay SOR in accordance with the fee schedule indicated in the proposal. Invoices will be submitted to the Client by SOR, and will be due and payable upon presentation. Invoices are delinquent if payment has not been received within thirty days from date of invoice. Client agrees to pay a finance charge of 1% percent per month, or the maximum rate allowed by law, on past due accounts. In the event that the invoice is not paid voluntarily and promptly, and must be referred to an attorney or agency for collection, Client agrees to pay a collection fee equal to 25 percent of the total amount due at that time.

PERIOD OF ACCEPTANCE

The prices quoted herein are subject to change if authorization to proceed is not received within 90 days of issuance of this proposal.

FW: [FWD: Topo and utility survey proposal-Tarrytown-Altamont Ave]



From Arshad Jallil <ajallil@pci-engineers.com>
To 'Alu' <alu@pci-engineers.com>
Date 2021-08-25 10:51 pm

Please prepare a summary of the results for the soil boring and site survey for my review

Arshad Jallil, P.E., BCEE
Principal
PCI Professional Consulting, Inc.
1719 Route 10, Suite 225
Parsippany, NJ 07054
Ph. 973-683-0044
Fx. 973-683-0077

Visit us online at www.pci-engineers.com

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From: Info SLSPC <info@slspc.us>
Sent: Wednesday, August 25, 2021 5:07 PM
To: ajallil@pci-engineers.com
Subject: Re: [FWD: Topo and utility survey proposal-Tarrytown-Altamont Ave]

Hi,
Rakesh just visited the site and per his observations, there are lots of shrubs, trees, rocks, slopes, walls, and obstructions. We will provide you with a similar kind of topographical survey as we did for you in the past for this continuing project. We promised to provide you this topographical survey within 60-90 days of the approval to proceed. The schedule of the payment can remain the same as our previous method.
The fee for the above mentioned service is \$6 per LF x 4,800 LF (approx) = \$28,800.00. We are trusting your calculation on linear feet. If the calculated linear feet is less, then we will charge you less fee, but if linear feet is more than the calculated linear feet, then the fee will be more.
Please review and let me know if you have any questions or concerns. We can make the formal proposal if you want.
Thank you,

Office
Summit Land Surveying P.C.
21 Drake Lane,
White Plains, NY 10607.
Tel: (914) 629-7758.
Summitsurveyingpc.com

On Wed, Aug 25, 2021 at 4:40 PM <rakesh@summitsurveyingpc.com> wrote:

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FOR FURTHER CORRESPONDENCE, PLEASE USE OUR NEW EMAIL: info@slspc.us

Thank you,

Rakesh Behal PLS
(President)
Summit Land Surveying P.C.
21 Drake Lane,
White Plains, NY 10607.
Tel: (914) 629-7758.
Summitsurveyingpc.com

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

Subject: Topo and utility survey proposal-Tarrytown-Altamont Ave

From: "Arshad Jalil" <ajalil@pci-engineers.com>

Date: Fri, August 06, 2021 4:58 pm

To: <rakesh@summitsurveyingpc.com>

Cc: <ajalil@pci-engineers.com>

Hi Rakesh,

Thanks for the phone conversation earlier today.

Please email me your cost proposal for the topographic and utility survey, as shown in the above location plan.

The approximate length of the survey length is 4,800 ft.

Please provide your survey cost for the standard survey work as described below.

Additionally, as discussed, please also provide a separate price for the survey within the ROW limits only, including property boundary information.

Please refer to the survey scope of work as follows:

- 1 The survey shall be tied to USC&GS plane coordinate survey. The survey shall be based on the North American Vertical Datum of 1988.
- 1 Define all metes & bounds, adjoining owners, street addresses, ROWs, roadways, property corners, easements in all directions, monumentations found and monumentations set.
- 1 Locate all existing buildings (including building type and number of stories), structures (top and bottom), street furniture, landscape features, wells, curbs (top and bottom), mailboxes, road markings, sidewalk curvatures, driveways, fences (with height), retaining walls (top and bottom) and other man-made features within 20 feet beyond the property being surveyed.
- 1 Locate all utility lines above and below the ground. Define rim and invert elevations of all catch basins and manholes and sizes of mains. If a gravity main or culvert extends beyond the survey limit, the survey must provide the pipe invert elevation at the next catch basin or manhole outside of the survey limit so that its depth can be interpolated. Water service connections must be shown up to the curb stop. The survey shall differentiate regular gate valves from curb stop valves.
- 1 Define nature and location of all other existing features, including, but not limited to, watercourses, wooded areas, rock outcrops, single trees with a diameter of 6 inches or more, and shrubs.
- 1 Show the centerline baseline with stationing every 50 feet. The width of the survey shall be 20 feet beyond the Village ROW and 20 feet beyond both sides of the roadway ROW.
- 1 The survey shall depict one (1) foot vertical contour intervals from the centerline of the road to a minimum of 20 feet outside the Village ROW boundary (or 20 feet outside the curb along private roads). Z-elevations for all contours must be defined.
- 1 The Surveyor shall be responsible for the accuracy of his work. All drawings, sketches, and descriptions shall bear the signature and seal of a New York Licensed Land Surveyor. All computations, survey notes, and other records necessary to accomplish the work shall be neatly made. Copies of computations, survey notes, and other records necessary to accomplish the work shall be made available to the Owner at the completion of the work.
- 1 Final drawings shall be provided as an electronic file compatible with AutoCAD version 2010. All electronic files and drawings shall be true scale.
- 1 The survey work shall begin after all utilities are marked. The Village will be calling for Code 753 for the planned excavation work within the Survey area.

Please send your proposal by August 13, 2021.

Please let me know if you have any questions.

Thank you

Arshad Jalil, P.E., BCEE

Principal

PCI Professional Consulting, LLC

1719 Route 10, Suite 225

Parsippany, NJ 07054

Ph. 973-683-0044

Fx. 973-683-0077

Visit us online at www.pci-engineers.com

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FIRST AMENDMENT TO URBAN COUNTY COOPERATION AGREEMENT

This First Amendment to the Urban County Cooperation Agreement entered into this ____ day of , 2021, between the County of Westchester (the "County") and

(the "Cooperating Municipality")

WITNESSETH:

WHEREAS, the County and the Cooperating Municipality entered into an agreement (the "Cooperation Agreement") to undertake essential community development and housing assistance activities pursuant to the Title I of the Housing and Community Development Act of 1974, as amended, (the "Act"); and

WHEREAS, the United States Department of Housing and Urban Development ("HUD") has notified the County that Paragraph 6 of the Cooperation Agreement must include all statutes and HUD regulations found in Section V, Paragraph H of the April 29, 2021 Notice from HUD entitled "Instructions for Urban County Qualification for Participation in the Community Development Block Grant (CDBG) Program for Fiscal Years (FYs) 2022-2024" (the "Notice"); and

WHEREAS, the County and the Cooperating Municipality, in accordance with Section 20 of the Cooperation Agreement, agree to adopt this Amendment in order to meet the requirements as set forth in the Notice.

NOW, THEREFORE, IT IS AGREED BETWEEN THE COUNTY AND THE COOPERATING MUNICIPALITY AS FOLLOWS:

1. Paragraph 6 of the Cooperation Agreement is hereby deleted in its entirety and replaced with the following:

"6. The County and Cooperating Municipality will take all required action to comply with the provisions of Title VI of the Civil Rights Act of 1964 and the implementing regulations at 24 CFR part 1, the Fair Housing Act of 1968 and the implementing regulations at 24 CFR part 100, and the Americans with Disabilities Act of 1990 and the implementing regulations at 28 CFR part 35, to assure compliance with the certification required by Section 104(b) and 109 of Title I of the Housing and Community Development Act of 1974 as amended and the implementing regulations at 24 CFR part 6, which incorporates Section 504 of the Rehabilitation Act of 1973 and the implementing regulations at 24 CFR part 8 and the Age Discrimination Act of 1975 and the implementing regulation at 24 CFR part 146, and Section 3 of the Housing and Urban Development Act of 1968, and other applicable laws (the "Acts") and implementing regulations. Accordingly, the Cooperating Municipality agrees to do what is necessary, as determined by the County, to comply with each of the above referenced Acts, the rules and regulations thereunder, and the undertakings and assurances in the application form insofar as they relate to the activities and programs conducted by the Cooperating Municipality pursuant to said Grants. Further, the County is prohibited from expending Urban County funding for activities in or in support of any local government that does not affirmatively further fair housing within its own jurisdiction or that impedes the County's action to comply with its fair housing certifications. In addition, the Cooperating Municipality agrees to indemnify and hold the County harmless against all losses, damages, penalties, settlements, costs, charges, fees, and other expenses or liabilities relating to or arising out of the failure of the

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Cooperating Municipality to comply with the Acts, the rules and regulations thereunder, and the undertakings and assurances in said application form."

2. All other Provisions of the Cooperation Agreement shall remain in full force and effect.

THE COUNTY OF WESTCHESTER

by _____
County Executive

COOPERATING MUNICIPALITY

by _____
Chief Executive

SEAL: