

**VILLAGE OF TARRYTOWN
BOARD OF TRUSTEES
WORK SESSION 6:00 P.M.
WEDNESDAY, OCTOBER 28, 2020**

Location: Zoom Video Conference – For Information on How to Join

Visit <https://www.tarrytowngov.com/home/events/31966>

Any questions prior to the meeting may be emailed to administrator@tarrytowngov.com. If you wish to speak during the meeting, please use the “raise hand” function during the meeting, or press *9 if calling in by phone

Board of Trustee Concerns

Open Session

1. Endorsement Resolution Request from TEAC – Pollinator Protection
2. Downtown Trees
3. Annual Renewal of Recycling APP – IMA
4. Amendment and Renewal of the Shared Service Agreement – Waste & Recycling Communications Platform
5. CDBG Sidewalk Project Environmental Review
6. Discussion – Procedure for Public Comment

Executive Session

- A. DPW – Laborer Position
- B. Annual Organizational Meeting
- C. Settlement Stipulation – Thruway Authority
- D. Discussion – Additional Planning Board Members

Village of Tarrytown Pollinator Protection Resolution

WHEREAS, bees and other pollinators are a crucial component of a healthy ecosystem and a vital link in our food system, providing the pollination responsible for over three quarters of the world's plant species, and for one out of every three bites of food that we eat; and

WHEREAS, pollinator populations are in sharp decline due to human land use practices that are causing ongoing habitat loss and fragmentation, the expansion of pesticide use by consumers and professionals, the spread of pathogens and parasites, and global climate change; and

WHEREAS, extensive research has documented that neonicotinoids and other systemic pesticides have been shown to cause illness and death to honey bees, native bees, butterflies, moths, other insect pollinators, and beneficial insects; and

WHEREAS, guidelines for land management best practices are available that allow residents, businesses, farms, towns, and land trusts to manage their land in ways that increase pollinator forage and nest sites while decreasing maintenance costs;

NOW, THEREFORE, BE IT RESOLVED the Village of Tarrytown is hereby declared a Pollinator-Friendly Community and that the village encourages the adoption of policies and practices that support pollinator health by minimizing the use of insecticides;

BE IT FURTHER RESOLVED that the Village of Tarrytown will set an example by adopting the pollinator friendly practices below and encourage property owners, residents, village departments, business owners, and land trusts to adopt pollinator-friendly practices including:

- * Planting more pollinator-supporting forage on their property, emphasizing native plant species, and adopting organic or chemical-free lawn and landscaping practices;
- * Avoiding the planting of flowering plants that are treated with systemic insecticides and avoiding the use of seeds coated with systemic neonicotinoids;
- * Avoiding the use of insecticides, including systemic insecticides, on their property.
- * Reduce the mowing schedule to no more than once a week, and once every two weeks, where practicable.

Sweetgrass Grill – 24 Main St

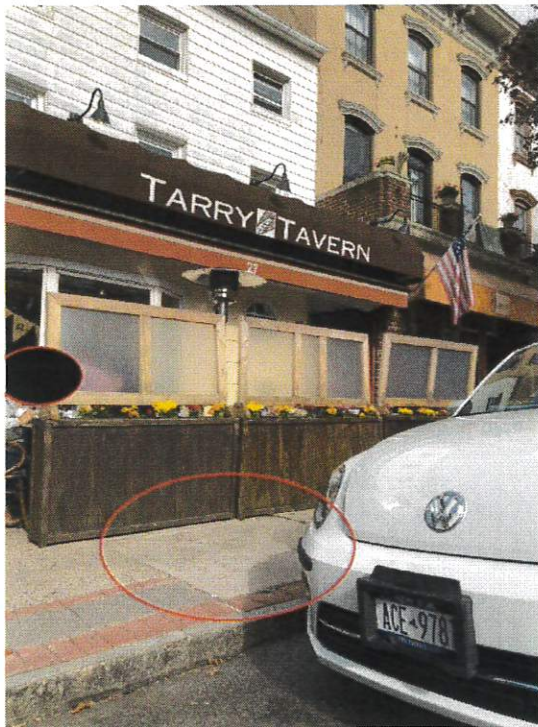


Coffee Labs – 7 Main St



2

Tarry Tavern – 27 Main St



Private Residence – 20 Kaldenberg Place



Private Residence – 32 South Washington Ave



Main Street Firehouse (S Washington St Side)



3

INTERMUNICIPAL AGREEMENT (IMA)

SHARED SERVICE IMA – NYS DEC GRANT FOR “RECYCLING APP”

BETWEEN THE FOLLOWING MUNICIPALITIES:

City of New Rochelle
Town of Greenburgh
Town of Harrison
Town of Ossining
Village of Bronxville
Village of Elmsford
Village of Hastings on Hudson
Village of Irvington
Village of Mamaroneck
Village of Pelham
Village of Tarrytown
Village of Tuckahoe

SHARED SERVICE IMA – NYS DEC GRANT FOR RECYCLING “APP”

THIS AGREEMENT made this ____ day of _____ 2020, by and between the Village of Tarrytown, a municipal corporation organized and existing under the laws of the State of New York, located at One Depot Plaza, Tarrytown, NY 10591 (“TARRYTOWN”) and the following list of municipalities, having places of business at the following locations:

City of New Rochelle, City Hall, 515 North Avenue, New Rochelle, NY 10801
Town of Greenburgh, 177 Hillside Avenue, Greenburgh, NY 10607
Town of Harrison, 1 Heineman Place, Harrison, NY 10528
Town of Ossining, 16 Croton Avenue, Ossining, NY 10562
Village of Bronxville, 200 Pondfield Road, Bronxville, NY 10708
Village of Elmsford, 15 S. Stone Avenue, Elmsford, NY 10523
Village of Hastings on Hudson, 7 Maple Avenue, Hastings-on-Hudson, NY 10706
Village of Irvington, 85 Main Street, Irvington, NY 10533
Village of Mamaroneck, 123 Mamaroneck Avenue, Mamaroneck, NY 10543
Village of Pelham, 195 Sparks Avenue, Pelham, NY 10803
Village of Tarrytown, 1 Depot Plaza, Tarrytown, NY 10591
Village of Tuckahoe, 65 Main Street, Tuckahoe, NY 10707

WITNESSETH

WHEREAS, Article 5-G of the General Municipal Law of the State of New York authorizes municipal corporations of the State to enter into agreements for the performance among themselves or one for the other of their respective functions, powers and duties on a cooperative

or contract basis or for the provisions of services; and

WHEREAS, TARRYTOWN agreed to act as the lead entity on behalf of a group of municipalities in Westchester County, and applied for a multi-municipal grant to the New York State DEC for a shared “recycling app” and the municipalities (collectively the “Parties”) have recognized the need to undertake efforts designed to increase sustainability of natural resources and encourage progress toward the goal of improving efforts to recycle municipal waste; and

WHEREAS, the Parties acknowledge that the recycling waste stream of commingled glass, metal and plastic, as well as paper and cardboard pulp, among other resources jointly recycled by communities in Westchester County make up a majority of the waste stream and if such materials are handled properly and treated as materials can be among the heaviest components of municipal trash sent to landfills or incinerators, and

WHEREAS, the Parties understand that recyclable materials are assets and resources that can be secured and traded and sold to turn such materials back into goods, reducing the reliance upon landfills and resulting in cleaner soil, water and air; and

WHEREAS, the Parties recognize that an advantage to establishing a standard, common platform for recycling saves money on the development of such “app” or program and results in a more uniform and more effective approach towards recycling for all of the participating municipalities, which this group hopes will expand heading into the future; and

WHEREAS, these twelve (12) municipalities have determined that cooperating to secure this “recycling app” will result in a more efficient and effective approach, that is recognized, supported and funded by a grant from the NYS DEC to improve recycling efforts by all of the participating municipalities, and these twelve municipalities, the Parties, wish to work together and cooperate in this program through the execution of this Intermunicipal Agreement (“IMA”);

NOW, THEREFORE, the parties hereby agree as follows:

1. Sustainable Westchester (SW) is agreeing to work with a group of twelve (12) municipalities, in order to procure a shared, common platform “Recycling App” that can be used to answer common questions that residents of all municipalities have for their respective departments of public works, and to request follow-up or corrective services from public works departments, such as to pick up missed recycling collections, or other related questions and municipal services.
2. The Parties agree that the Village of Tarrytown has been designated the “lead” municipality in the joint recycling grant application to the New York State Department of Environmental conservation (NYS DEC) and TARRYTOWN has been awarded the grant, on behalf of the other municipalities and must take the following steps:
 - a. Tarrytown must execute the recycling grant with the New York State DEC
 - b. All participating municipalities must authorize and execute the IMA, including Tarrytown

- 3
- c. Along with the IMA, all municipalities will also receive invoices as per their agreed upon service contracts signed with SW
 - d. All participating municipalities must forward their payments per the invoice received from SW, to be made payable to the Village of Tarrytown
 - e. Upon receipt of all of the monies on behalf of the participating municipalities, Tarrytown shall make payment on behalf of all of the participating municipalities to Sustainable Westchester, for all work performed during the 1st term of the two-year service contract.
 - f. The rights and privileges of all participating municipalities with SW as the service provider, shall be established, preserved and maintained.
 - g. Upon payment to SW, the Village of Tarrytown shall then apply for and seek reimbursement pursuant to the NYS DEC Recycling Grant, with any and all such funds to be deposited to the dedicated fund established for this purpose.
 - h. Upon receipt of any and all grant reimbursable funds from the NYS DEC Recycling Grant, the Village of Tarrytown shall then process payment through the normal channels for accounts payables, with each participating municipality receiving their proportionate share of the grant funds for this purpose.
3. The term of this IMA will begin immediately and in the future, if renewed by each municipal board, shall coincide with the calendar year, so that its term shall be from January 1 through December 31, to be renewed from year to year.
 4. Village of Tarrytown has offered to continue to coordinate as lead applicant for the same DEC grant opportunity assuming its availability. A revised IMA will be prepared by the Village of Tarrytown and sent to all municipalities in that event.
 5. This Agreement constitutes the entire agreement and understanding of the parties, and supersedes all offers, negotiations and other agreements. There are no representations or understandings of any kind not set forth herein. Any amendments to this Agreement must be in writing and executed by both parties.
 6. Each of the signatories to this Agreement warrants and represents that each has the power and authority to enter into this Agreement and that the Board of Trustees of Tarrytown and the City Council(s), Town Council(s) and Village Board of Trustees of each respective municipality has authorized execution of this Agreement.
 7. All notices required hereunder shall be sent by e-mail, or by US Mail, First Class, or hand delivery, or by facsimile with original copy forwarded by first class mail to the respective parties at the addresses here and above set forth or to such other addresses as each may hereafter designate in writing. Notices shall be addressed, if to TARRYTOWN, to the attention of the Village Administrator, and if to the other municipalities to the attention of their respective officials, listed as follows:

3

- a. City of New Rochelle – Office of the City Manager
- b. Town of Greenburgh – Office of the Town Supervisor
- c. Town of Harrison – Office of the Town Supervisor
- d. Town of Ossining – Office of the Town Supervisor
- e. Village of Bronxville – Office of the Village Administrator
- f. Village of Elmsford – Office of the Village Administrator
- g. Village of Hastings on Hudson – Office of the Village Manager
- h. Village of Irvington -- Office of the Village Administrator
- i. Village of Mamaroneck -- Office of the Village Manager
- j. Village of Pelham -- Office of the Village Administrator
- k. Village of Tarrytown -- Office of the Village Administrator
- l. Village of Tuckahoe -- Office of the Village Administrator

Amendment and Renewal of the Shared Service Agreement for Waste & Recycling Communications Platform

October 30, 2020

Sustainable Westchester
(referred to as "SW")
New Address: 40 Green Street, Mount Kisco, NY 10549

AND

Village of Tarrytown, NY
(referred to as "the Client")

This document amends the original Service Agreement between SW and the Client, dated October 19, 2018, as per section 10 of the original agreement. All other terms of this contract will remain the same except for the below:

Amend:

- 1. Section 1.1 Contract term to 3 years starting Nov 5, 2020 and ending Nov 5, 2023.**
- 2. Section 3 Scope of Services - Service Deliverables, Table 1, to the following.**

SW agrees that it shall provide following deliverables to the Client.

1. Gathering feedback from municipal administrators to decide and prioritize improvement areas.
2. (Re)Training of municipal staff assigned to be the program contact/administrator, as needed.
3. Grant application support to help municipalities and SW offset costs to build and maintain this program.
4. Maintenance/Update support for the following: Troubleshooting address and sanitation schedule data (on web, mobile and print version) Making updates to the Recyclopedia Using community-specific metrics, supporting new or existing recycling programs, as needed.
5. Creating marketing assets for program promotion, announcements, recycling campaigns etc.

4

6. Providing additional marketing support for wider platform adoption (including creating instructional how-to videos, and creating messages for various media channels etc.)
7. Generating and sharing annual reports around program adoption and its impact.

3. Section 4. Fees - Adjusted from \$2600 to \$3500, per discussions held in March 2020 with all the municipalities participating in the shared service.

Upon execution of this Amendment, the Client will be invoiced the total amount of \$3500 for service from November 5, 2020, to November 5, 2021. The payments will be fulfilled annually per original contract terms.

For the Client (Village of Tarrytown)

Signature: _____

Position Title: _____

Date Signed: _____

For Sustainable Westchester

Signature: _____

Position Title: _____

Date Signed: _____