

**VILLAGE OF TARRYTOWN
BOARD OF TRUSTEES
WORK SESSION 6:00 P.M.
WEDNESDAY, MARCH 1, 2017
Tarrytown Village Hall
One Depot Plaza, Tarrytown, New York**

Board of Trustees Concerns

Open Session

1. Farmers Market Agreement
2. Lease Agreement – Greenburgh Drug and Alcohol Task Force
3. Agreement – Glenville Fire Protection District
4. Greenburgh Municipal Food Scrap Drop Off
5. Response to RFP, Design Consultant for RiverWalk Extension
6. SEQRA, OB and MU Zoning District Amendments
7. Village Justice Court – Independent Auditor's Report

Executive Session

- 1A. Fitness Center
- 2A. Tarrytown Boat Club –Lease Amendment

Office License

AGREEMENT OF LICENSE, made as of this 13th day of April, 2016, 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, 2016, and to end on the twenty-eighth day of February, 2017, 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 \$225.00 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: 



TOWN of GREENBURGH

OFFICE OF THE SUPERVISOR

177 Hillside Avenue Greenburgh, New York 10607
(914) 989-1540 Office (914) 993-1541 Fax (914) 478-1219 Home
Web Site www.greenburghny.com
E-Mail - pfeiner@greenburghny.com

BOT

PAUL J. FEINER
Supervisor

February 15, 2017

RECEIVED

FEB 17 2017

TARRYTOWN VILLAGE
ADMINISTRATOR

Dear Mayor & Village Board of Trustees
Dear School Board President/members
Dear School Superintendent

I have been meeting with the leadership of the Greenburgh Nature Center. We're discussing the possibility of opening up a town of Greenburgh municipal food scrap drop off with on-site composting. The probable location: Taxter Road (where our composting location used to be). If this initiative does take place the starting date would be in 2018. The goals:

- Establish a compost site or two within the Town where food scraps and other organic waste is turned into nutrient rich soil, compost.
- Develop targeted participation in food-scrap drop-off program.
- Educate community members how to properly sort their waste.
- Adopt a zero waste, materials management plan with comprehensive sorting stations for all municipal buildings.
- Reduce the total amount of waste the Town hauls to the incinerator and leaf bins.
- Pilot program as a precursor to town-wide curbside organics recycling program.

Stakeholders:

- Town of Greenburgh
- Greenburgh Nature Center
- Residents of the Town
- Town of Greenburgh School Districts
- Sustainable Westchester
- Hudson Valley Regional Council

Context:

● The Town of Greenburgh is interested in providing a municipal compost program for the community. In 2016, our school districts, community sites, and individual residents diverted their food scraps from the incinerator. The vast majority of that organic waste, tens of thousands of pounds, was shipped to Ulster County or Connecticut where they paid the commercial composter to receive their scraps and turn them into soil. The Town of Greenburgh and Greenburgh Nature Center have identified this inefficiency as an opportunity to save our schools money, give residents a service they desire, and create town jobs/profit while reducing our carbon footprint. A municipal compost site within the Town would support the Comprehensive Plan's goals of environment, infrastructure, land development, quality of life, and economic development. Sustainable Westchester supports the development of a Town compost program, which could be the first in the county

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)

and potentially a leader in a county-wide network of decentralized compost sites. Hudson Valley Region Council supports the development of a Town compost program, which could be an important site in the development of a Mid-Hudson Regional Master Composter Program.

Background:

● The Town is well poised to create a municipal compost program thanks to the foundation laid by previous compost education program at Anthony Veteran's Park in collaboration with Greenburgh Nature Center. The results from the Nature Center's surveys show that when residents were asked if they support municipal compost curbside collection, 97% said yes or that they were unsure and once again, unsure responses suggest if information about what curbside collection of food materials entails, residents would be compelled to support it. The overwhelming support for curbside composting is a strong basis for piloting a compost drop-off with a long term goal of curbside services.

Case studies:

- Small scale
 - New Paltz
 - Bethlehem
 - NYC Compost Project sites
 - Springhurst Elementary, Dobbs Ferry
- Large scale
 - Ulster County
 - Onondaga County
 - Tompkins County
 - New Milford Farms Compost, CT

Compost system design options:

I would like your feedback on this initiative. The Hastings on Hudson & Edgemont school districts already have an organic recycling initiative in their schools. However, food waste that is separated is shipped to Connecticut (which is expensive and environmentally incorrect). If we would open up a compost site on Taxter Road it would be available to all school districts and villages within the town. If there is support I will include some funding in the A budget for 2018. I would be happy to arrange a meeting to discuss.

Sincerely,



Paul J. Feiner
Greenburgh Town Supervisor

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

TO: Mayor Fixell and the Board of Trustees
FROM: Michael Blau, Village Administrator
RE: Consultant, Extension of RiverWalk in Losee Park
DATE: February 21, 2017

The Board of Trustees authorized moving forward with a grant from the NYS Department of State totaling \$200,000 when Westchester County agreed to become involved with the project and provide the necessary \$200,000 match for the grant. In fact, based upon an evaluation completed by the Westchester County Department of Planning, their commitment would exceed the match amount required by the grant. The County Planning Department was also going to provide the design and bid specifications for the RiverWalk extension.

As you may recall from a previous Work Session, due to staffing reductions in the County Planning Department in conjunction with an increase workload caused by the affordable housing settlement, the County was unable to complete the design and specification development work for the project. The Board authorized me to issue a Request for Proposals for the design work. The RFP was issued (copy attached) and eight responses were received. The tabulation sheet with the proposers and their cost to perform the work is also attached herewith.

Since the County Planning Department was unable to complete the design and specification development work, that task falls to the Village. The grant from Westchester County totals \$470,000 for design and construction. Since the cost for the consultant was originally not part of this grant, I reviewed the proposals from the three lowest proposers so as to minimize, to the greatest extent possible, the design costs. I reviewed the proposals to determine whether they had a full understanding of the project, had the qualifications to perform the work and which provided the greatest level of work for the cost. The three proposals reviewed were from:

- Barton & Loguidice
- B. Thayer Associates (Minority & Women Business Enterprise)
- IQ Landscape Architects, P.C.

In the Work Tasks portion of the RFP, there is language in regards to the bulkhead. The language states, "Consultant shall also evaluate the condition of areas of the bulkhead where there are voids in the bulkhead and areas where the rip-rap may have shifted creating voids behind the rip-rap and shall issue recommendations as part of the detailed conceptual plan on how to address voids in the bulkhead." B. Thayer Associates was the only proposer that addressed this important issue in their response.

Based upon the completeness of the response and the extent of the work included in the proposal, it would be my recommendation that the Board authorize a contract with B. Thayer Associates for the RiverWalk extension project.

REQUEST FOR PROPOSALS

RIVERWALK EXTENSION DESIGN, BIDDING AND OVERSIGHT VILLAGE OF TARRYTOWN, NEW YORK

INTRODUCTION.

RiverWalk Park is a linear park adjacent to the Hudson River and the Andre Brook. The park extends from a point on Division Street, just west of the Tarrytown Department of Public Works complex westerly between the Hudson Harbor residential complex to a point where the park runs in a linear manner along the Hudson River adjacent to the Hudson Harbor residential complex and bordering Pierson Park. At a point adjacent to the Village's tennis courts, the RiverWalk is a sidewalk adjacent to a boat club and a Village parking lot. A map noting the existing location is included in this RFP. The Village has received grant funds from both the New York State Department of State and Westchester County for the construction of the RiverWalk Extension in Losee Park.

Losee Park is located on the waterfront and is an active park for programmed baseball, softball and soccer. The westerly edge of the park runs along the Hudson River and is comprised of bulkhead, rip-rap or the land sloping toward the river. The development of the RiverWalk extension will be somewhat limited due to the land that is available in certain locations between the ballfield fence line and the edge of the river.

The Village of Tarrytown intends to select a landscape architect or park designer to provide design services (development of RiverWalk extension concepts, construction documents, bid documents) for the RiverWalk extension. Since the area in Losee Park is varied in size available for the park extension, the consultant contracted with by the Village shall complete a walk-through with staff assigned to this project determine the extent of the park extension in areas where the property is not limited due to the ballfield fence line and the edge of the river.

PROJECT TASKS.

The selected consultant shall perform the following tasks:

- Site Analysis – The selected consultant shall review and evaluate the site with Village staff and representatives from the Westchester County Department of Planning to discuss concepts for the RiverWalk Park Extension and to evaluate current uses in various areas in Losee Park where the extension shall be constructed. The consultant shall walk the existing RiverWalk Park to determine which design elements should be included in the RiverWalk Park Extension. Planted elements in the project shall take

into account maintenance responsibilities and shall minimize those maintenance requirements while being aesthetically pleasing.

- Develop detailed conceptual plan of proposed Riverwalk extension, utilizing the current attached survey. Consultant shall also evaluate the condition of areas of the bulkhead where there are voids in the bulkhead and areas where the rip-rap may have shifted creating voids behind the rip-rap and shall issue recommendations as part of the detailed conceptual plan on how to address voids in the bulkhead. Consultant may decide to discuss the concepts with the Village prior to inclusion in the conceptual plan.
- Revise conceptual plan as per comments received by the Village. Comments provided may be from Village staff, Westchester County Department of Planning staff and the Board of Trustees. This may include two meetings with the Board of Trustees; one Work Session meeting and one regular meeting where the public is invited to provide input on the plan.
- Upon acceptance of the conceptual plan by the Village, the consultant shall develop the following detailed plans:
 - Existing conditions / removal Plan
 - Sediment and erosion Control plan
 - Materials plan
 - Utility Plan
 - Grading and drainage plan
 - Lighting Plan
 - Construction details
 - Landscape plan
- Prepare Bid Technical Specifications.
- Prepare detailed construction plans for public bidding.
- Prepare detailed quantity of all public bid items.
- Coordinate with Village and County during the design development and public bid process. Meet as necessary.
- Prepare final NYS DEC NOI for filing with New York State.
- Attend pre-construction meeting and prepare response to Requests for Information during bidding process and attend meetings as necessary.
- Provide review and approval of all shop drawings for storm systems, control structures, manholes, pipe, subsurface chambers, lights, etc. (for all public bid items only).
- Review payment requisitions for all contractors.
- Coordinate and supervise final as-built surveys.
- Final inspections as required.

All plans, and estimated quantities, shall be provided to the City and County for review and comments at 30%, 60%, and 90% completion. The technical specification will be submitted for review and comment at 60% and 90% completion.

It is strongly recommended that proponents are expected to walk through the existing RiverWalk Park to visually inspect the design elements.

FEE SCHEDULE.

The work will be billed on a monthly pro-rated basis. The Village shall make payment within thirty (30) days of receipt of the invoice from Consultant. Should there be a dispute in regards to the invoice; the Village shall make payment within thirty (30) days of settlement of the dispute.

INFORMATION TO BE INCLUDED IN RESPONSE.

To be considered, proponents must submit a complete response to this request for proposal.

1. Firm brochure and/or description of firm.
2. Description of prior experience in similar types of projects, especially municipal projects.
3. Listing of at least three (3) work projects of a similar size and magnitude to the work described herein.
4. Staff to be assigned to this work project and experience of those staff members.
5. Cost to perform the work included in this RFP.

THE PROCESS.

The selection process will include an evaluation of each proposal and possible individual interviews, which will lead to the selection of an individual or firm to perform the work described herein. The Village reserves the absolute right to base its selection on any criteria it deems appropriate for the selection process or to reject all responses to the Request for Proposals.

SUBMISSIONS.

Three (3) copies of each proposal must be transmitted to:

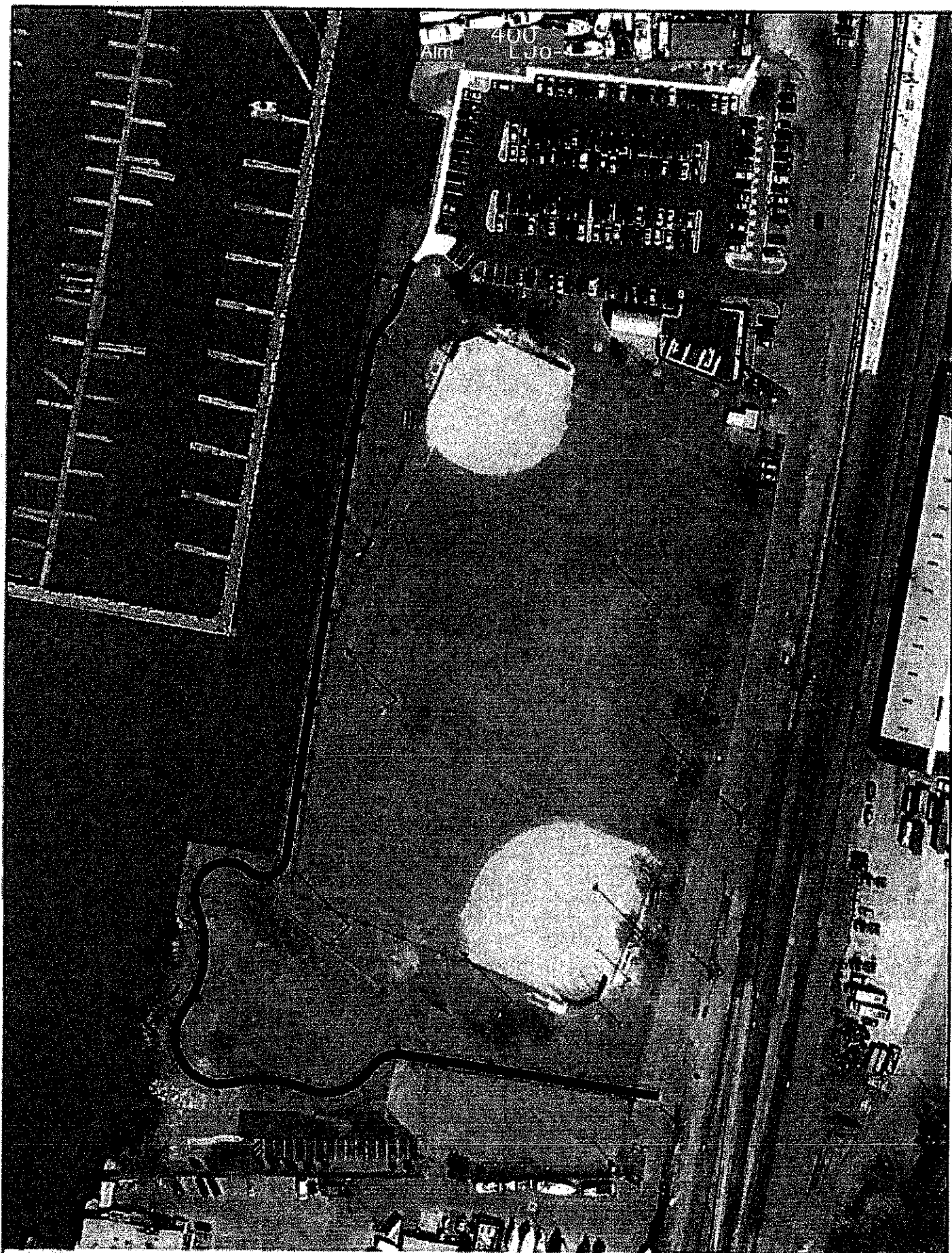
Village Administrator
Village of Tarrytown
One Depot Plaza
Tarrytown, New York 10591

The proposal should include all items listed in "Information to be Included in Response" noted hereinabove. Failure to include each and every item required may result in the rejection of your proposal.

Questions regarding this RFP should be directed to Michael Blau, Village Administrator by phone at 914-631-1785 or by email at mblau@tarrytowngov.com.

PROPOSAL DEADLINE.

The Village Administrator must receive responses to this Request for Proposals no later than 3:00 p.m. on January 31, 2017. The proposals will not be opened publicly. Any proposal received after the time stipulated will not be considered and will be rejected.



LEGEND

- PROPOSED CYBERWALK PATHWAY
- PROPOSED BARRIER RAIL
- PROPOSED CHANUC FENCE WALL
- PROPOSED LAWN RESTORATION
- PROPOSED LIGHT FOREST

DRAFT FOR IN-HOUSE REVIEW ONLY



**UPPER CROWN RIVER VALLEY
ROSE PARK**

CONCEPT PLAN
DATE: 02/25/2015
DRAWN BY: [illegible]
CHECKED BY: [illegible]

RFP – RIVERWALK EXTENSION LOSEE PARK
JANUARY 31, 2017

JMC 120 Bedford Road Armonk, NY 10504	\$70,000 (If Ecological Solutions is needed additional \$10,000 = \$80,000)
Being Here Cathedral Station P. O. Box 80 New York, NY 10025	\$103,163 (with Alternative SWPPP additional \$11,795 = \$114,958)
B. Thayer Associates 100 Crossways Park Drive West Suite 104 Woodbury, NY 11797	\$52,500
IQ Landscape Architects, P.C. 31 Mamaroneck Avenue White Plains, NY 10601	\$63,500 (Basic Services, Tasks 1-6)
Scape/Landscape Architecture DPC 277 Broadway Suite 1606 New York, NY 10007	\$202,000
Behan Planning and Design 151 South Main Street Suite 200 New City, NY 10956	\$86,050 (Survey Services additional \$11,745)
Terrain-NYC 203 Lafayette Street, 5 th Floor New York, NY 10012	\$99,955 (Design Fee) \$16,500 (Construction Support Services)
Barton & Loguidice 637 Broadway Suite 2B Newburgh, NY 12550	\$47,850

FIRE DEPARTMENT MEMBERSHIP CHANGE

Trustee Hoyt moved, seconded by Trustee McGee, and unanimously carried, that the following resolution be approved: Approved: 7-0

BE IT RESOLVED that the Board of Trustees of the Village of Tarrytown does hereby approve the following Fire Department membership changes recommended at the August 18, 2015 Board of Fire Wardens meeting: Membership: Cheryl Butler and Kerry Swanson have been removed from active membership at Hope Hose Company and Alicia Goldstein has become a member of Marine 5.

VILLAGE JUSTICE COURT – INDEPENDENT AUDITOR'S REPORT

Trustee Basher moved, seconded by Trustee Zollo, and unanimously carried, that the following resolution be approved: Approved: 7-0

BE IT RESOLVED that the Board of Trustees of the Village of Tarrytown does hereby acknowledge receipt of the Statement of Cash Receipts, Cash Disbursements and Cash Balances for the Tarrytown Justice Court for the year ended May 31, 2015.

AWARD OF BID(S) FOR SANITATION PILOT PROGRAM

Administrator Blau noted that the Board of Trustees and staff have been in discussions about creating a Sanitation Pilot Program whereby the Village would provide roll out 95-gallon garbage receptacles to the residents and install tippers on two of our sanitation trucks. Garbage collection would go to once a week and the tippers would pick up the 95 gallon receptacles and dump the garbage into the sanitation truck. The common size receptacle is usually a 32 gallon size. The areas that will be participating in this program are the Crest and Wilson Park area. The residents will receive a letter explaining the Sanitation Pilot Program.

Trustee Basher moved, seconded by Trustee Zollo, and unanimously carried, that the following resolution be approved: Approved: 7-0

WHEREAS, The Village of Tarrytown is participating in the Pilot Program for Sanitation; and

WHEREAS, in order to participate in the Pilot Program for Sanitation, it is necessary to obtain the proper containers and tippers; and

WHEREAS, sealed bids were opened on January 8, 2015 for the purchase of Refuse and Recycling Cart and installation of Tippers; and

WHEREAS, the following two (2) bids were received for the purchase of Refuse and Recycling Carts:

Contractor 95 Gallon Cart

Sanitation Equipment Corp. \$54.71/per container
South 122 Route 17 North
Paramus, NJ 07652
Board of Trustees – Agenda
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Rehrig Pacific Company \$57.33/per container