

**VILLAGE OF TARRYTOWN
BOARD OF TRUSTEES
WORK SESSION 6:15 P.M.
WEDNESDAY, AUGUST 15, 2018
Tarrytown Village Hall
One Depot Plaza, Tarrytown, New York**

Discussion – Donovan Beckford – Director of WestCOP

Board of Trustees Concerns

Open Session

1. Losee Park Ballfields
2. Compatible Use Permit – 20 Wood Court – Tarrytown Hall Care Center
3. Pierson Park Hours
4. Report – Transportation Council
5. DPW Vehicle Purchases
6. Glenville Fire Protection District Agreement - IMA
7. Police Department – Updates to Rules and Regulations
8. Contract Award – Patriots Park Improvements
9. Seasonal Parks Worker
10. Discussion - Report on Municipal SALT Legislation
11. Discussion – Staffing Plan Fitness Center
12. Discussion – Proposed Changes to Local Law re Water System
13. Westchester Power – Sustainable Westchester Program (CCA)
14. Westchester Community Foundation Grant – Jazz Forum Arts – Village to Administer Funds
15. Resident Parking Permit Local Law – Main Street
16. Resolution re Proposed Plans for Coastal Storm Risk Management
17. IMA with Westchester County for COC's Grant for Roof Repair
18. Fire Department Membership Changes

Executive Session

- A. Village Prosecutor
- B. Tarrytown Municipal Housing Authority Board
- C. Appointments – Parks and Recreation Advisory Council
- D. Tax Certiorari
- E. Recreation Supervisor – Performance Plan
- F. Lease for Eastview Pump Station – Duncan's Abbey

Internal Memorandum

Village of Tarrytown



Date: August 9, 2018

To: Mayor Drew Fixell and Board of Trustees

From: Richard Slingerland, Village Administrator
Anthony Ross, Parks Foreman

P 914-631-1785

F 914-909-1208

www.tarrytowngov.com

Re: Losee Field expenditures and plan

In light of the renovations taking place at Losee Park, which includes the plan to install new LED ballfield lights using funding from the New York State Community Benefit Fund from the New NY Bridge, and the further construction work that will be taking place to perform construction and install the new section of RiverWalk, the Village staff felt it would be a highly opportune time while the park and fields are torn up to perform other much-needed improvements to Losee Park.

Summary of estimated costs:

Performing the work in house, buying the materials ourselves with expert consultants	Performing the work using outside contractors, through public bid process
Irrigation System and related improvements: In-house: Materials: \$8500 -9500 Tool rentals: \$1500 Staff time: \$3500-4000 Total = \$13,500 - \$15,000	Irrigation System and related improvements: To hire an outside company: \$30,000 – 40,000
<u>Clay infield project</u> Materials (Dura-edge) purchased by Tarrytown: Infield Mix: \$15,000 Proslide Conditioner: \$3,500 Durapitch Mound clay: \$1,600 Delivery: \$1,100 Total = \$21,200 Utilizing the services of field expert Scott Bills: Sports Field Solutions: Labor + Equipment: \$14,800 4,000 sq ft Big Roll sod: \$2,500 Total = \$17,300 SUB TOTAL: \$38,500	<u>Clay infield project</u> To hire a contractor through a public bid: \$75,000-80,000
Grand Total to make fields safe and more readily playable is approximately \$53,000. Addl. costs are needed to replace high-risk bases and pitcher's mound, for another \$1,200	

Background on the conditions of the Losee Park Ballfields:

Years of improper maintenance at Losee Field have taken a toll on both of the clay infields. In the past the clay was dragged on a daily basis to prepare for games, and this action spread the clay outward, over the years forming a raised lip along the border between the infield and the outfield. Previous solutions were to add clay to match the height of the outfield lip and try to make an even grade. Instead of having a slight grade of (0.5-1.5%) from home plate to the outfield that allows proper draining off the infield, the raised lip actually causes water to flow in the wrong direction. This leaves a field with excessive puddling that takes longer to dry out, and greatly reduces play time. Additionally, the Village has been spending approximately \$2,000 per year on field-drying products (e.g. Quick Dry) to soak up the water, which was never removed from year to year, and it has changed the consistency of the field. The field lip varies between 4 and 10 inches higher than it should be. A clay infield should have 3-4 inches of material on the playing surface. Since our past fixes were to add clay our current depth is in excess of 8-12 inches across the entire field.

Another important factor is the type of clay that was used to build and maintain the fields. We purchased our infield mixes from a Port Chester vendor. An proper mix has a silt to clay ratio of between (0.5-1.0); the Duraedge mix we are considering has a ratio of .75 which is ideal. The mix we have been purchasing over the years is .31 and contributed to poor conditions and increased maintenance.

Important Points:

- The specifications and scope of work for each ball field is intended to improve the safety and playability of the fields for many years to come. With proper maintenance it should be 15 to 20 years before any major renovation work would need to be done. In their current state they are a potential liability to the Village.
- The estimate we received from the field expert is that we would reduce downtime by 50%.
- We will reduce staff time to prepare the fields, allowing us to utilize staff more efficiently
- The Parks Department is taking advantage of all of the trench work to install the irrigation lines at the same time, which will help us avoid down time at other times. If we wait and do this some time in the future, it would be a separate project, and there would be additional downtime rather than jobbing these projects all together at the same time.
- Owners of parks, including those with ball fields, have a legal responsibility to provide playing surfaces that are safe and do not pose a potential threat of injury to a participant. To not properly construct, renovate or maintain a ball field is a clear violation of the 'Standards of Care' and could potentially open the Village to legal issues if someone is injured.
- Putting band-aids on ball fields becomes very costly, ultimately wastes money, and never provides permanent improvement. Quick Dry has been used to push games through and prevent rescheduling. Since 2012 over 12,000lbs of Quick Dry has been used at a cost of approximately \$8,000-10,000.
- New fields will not let us raise our rates for the summer softball season and could open up new uses for the schools and could offer new revenue streams. A fall softball league, tournaments or corporate events could help the field pay for itself. Currently the Village clears \$12,000-15,000 each year just from summer softball.
- As the new bridge nears completion and the Shared Use Path (SUP) is connected across the Bridge the Village will see increased traffic. The first thing that should be seen as they cross the bridge is a beautiful field that the Village can be proud of.

Kathy Deufemia

From: Richard Slingerland
Sent: Tuesday, June 26, 2018 11:13 AM
To: Kathy Deufemia
Subject: Losee Park -- Consultant, Scott Bills
Attachments: LoseeFieldInfieldSkins.docx; Red Infield Mix 2015.pdf; Lite Orange Mix results.pdf; 3 mm Orange-Brown Infield Mix results.pdf; 6mm Orange-Brown Infield Mix results 4-17-17.pdf

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: Anthony Ross
Sent: Tuesday, March 6, 2018 3:24 PM
To: Scott Bills <scott@sportsfieldsolutionsllc.com>
Cc: Richard Slingerland <rslingerland@tarrytowngov.com>
Subject: RE: Tarrytown NY

Scott,

I managed to track down who has been providing us infield clay and have included the spec sheet analysis. The "Losee Field Infield skin" file shows all the amendments that have been bought and incorporated over the last 10 years. The "Red Infield Mix" has been the normal clay added and last year they re-graded the fields with the "Lite Orange Mix". The "3mm and 6mm Orange-Brown mix" are additional clays that they offer.

As you start to plan your trip to the NY area keep me updated and we can hopefully arrange a meeting. My Village Administrator, Richard Slingerland, will most likely accompany our talk. Also, if you plan on doing any site work locally I would love to volunteer myself for a few hours to gain some experience. Thanks.

Anthony Ross
Parks Foreman Village of Tarrytown
914-598-7115
aross@tarrytowngov.com

From: Scott Bills [<mailto:scott@sportsfieldsolutionsllc.com>]
Sent: Wednesday, February 21, 2018 3:40 PM
To: Anthony Ross <aross@tarrytowngov.com>
Subject: RE: Tarrytown NY

Can you find out where they have been buying material from.? If so, I'll know the analysis. If not, let me know and I'll advise you what to do.

Get Outlook for Android

From: Anthony Ross <aross@tarrytowngov.com>
Sent: Wednesday, February 21, 2018 3:37:20 PM
To: Scott Bills
Subject: RE: Tarrytown NY

Ok that sounds great. Do you think I should have the infield mix tested before your visit or just wait for you to take a look?

From: Scott Bills [<mailto:scott@sportsfieldsolutionsllc.com>]
Sent: Wednesday, February 21, 2018 3:32 PM
To: Anthony Ross <aross@tarrytowngov.com>
Subject: Re: Tarrytown NY

Anthony

Thanks for taking the initiative to come to the course. As mentioned, I plan to be in your area sometime in mid to late March. I'll give you a heads up.

Scott

Get Outlook for Android

From: Anthony Ross <aross@tarrytowngov.com>
Sent: Wednesday, February 21, 2018 2:53:50 PM
To: Scott Bills
Subject: Tarrytown NY

Scott,

It was nice meeting with you today and listening to your presentation at Rutgers. Your knowledge and experience would go a long way with helping Losee Park in Tarrytown achieve its goals. If you are planning a trip near the Westchester area anytime soon it would be great if you could stop over and evaluate our fields. Let me know if this is possible.

Thanks,

Anthony Ross
Parks Foreman Village of Tarrytown
aross@tarrytowngov.com
914-598-7115

Date	Material	Amount
7/15/08	Turfacer Quick Dry	2000 lbs
5/12/09	Turfacer MVP	2000 lbs
6/23/09	Turfacer MVP	2000 lbs
6/23/09	Red Infield Mix	25 yards
8/2/10	Turfacer MVP	2000 lbs
5/25/12	Turfacer Quick Dry	2000 lbs
6/23/11	Turfacer MVP	2000 lbs
8/15/11	Red Infield Mix	21.56 yards
4/12/13	Turfacer Quick Dry	2000 lbs
4/28/13	Red Infield Mix	33.86 yards
7/18/14	Turfacer Quick Dry	2000 lbs
10/27/13	Red Infield Mix	36.24 yards
6/10/15	Turfacer Quick Dry	2000 lbs
6/1/17	Turfacer Quick Dry	2000 lbs
6/30/17	Turfacer Quick Dry	2000 lbs

Regraded infields with Light Orange Mix from Carearea and Son from Portchester NY.

27,600 sq ft of material

A. McNITT & SERENSOIL TESTING

andy@turfsoiltesting.com
tom@turfsoiltesting.com

306 Ravendale Road
PA Furnace, PA 18865
www.TurfSoilTesting.com

Sample:

Infield Mix

Sample Submitted By: James Carriere & Sons, Inc. - Bill Carriere

Date Received:	4-Feb-15
Testing Dates:	2/11-2/15
Report Date:	15-Feb-15

Particle Size Analysis

% Gravel	5.4%
% Sand	67.9%
% Silt	14.2%
% Clay	12.5%

Sand Sieve Size Analysis

(ASTM F-1632-03)

Gravel (> 2.0 mm)	5.4%
Very Coarse Sand (2.0 - 1.0 mm)	7.9%
Coarse Sand (1.0 - 0.5 mm)	18.4%
Medium Sand (0.5 - 0.25 mm)	24.7%
Fine Sand (0.25 - 0.10 mm)	11.8%
Very Fine Sand (0.10 - 0.05 mm)	5.1%
Silt (0.05 - 0.002 mm)	14.2%
Clay (< 0.002 mm)	12.5%

Angularity / Sphericity	Acid Reaction	D15	D85
Sub-Rounded / Medium Sphericity	Slight	0.0035 mm	0.94 mm
Soil Textural Class	Silt / Clay Ratio	Color* - Dry	Color* - Wet
Sandy Loam	1:1	Light Reddish Brown 5YR 6/4	Yellowish Red 5YR 4/6

*Munsell Soil Color Chart

A. McNITT & SEREN SOIL TESTING

andy@turfsoiltesting.com
tom@turfsoiltesting.com

1338 Deerfield Drive
State College, PA 16803
www.TurfSoilTesting.com
610-360-5985

Sample:

Lite Orange Mix

Sample Submitted By: Carriere Materials, LLC

Date Received:	5-Feb-18
Testing Dates:	2/5-2/7
Report Date:	7-Feb-18

Particle Size Analysis

		Pro Mix	Int. Mix	Rec. Mix
% Gravel	8.4%	≤ 5%	≤ 5%	≤ 5%
% Sand	79.6%	58% - 62%	65% - 69%	70% - 75%
% Silt	2.9%	38% - 42%	31% - 35%	25% - 30%
% Clay	9.1%			

Sand Sieve Size Analysis (ASTM F1632-03)

		Pro Mix	Int. Mix	Rec. Mix
Gravel (> 4.0 mm)	2.6%	0%	0%	0%
Fine Gravel (4.0 - 2.0 mm)	5.8%	≤ 5%	≤ 5%	≤ 5%
Very Coarse Sand (2.0 - 1.0 mm)	16.1%	38% - 45%	45% - 50%	> 50%
Coarse Sand (1.0 - 0.5 mm)	31.0%			
Medium Sand (0.5 - 0.25 mm)	27.6%			
Fine Sand (0.25 - 0.15 mm)	3.3%			
Fine Sand (0.15 - 0.10 mm)	0.8%			
Very Fine Sand (0.10 - 0.05 mm)	0.8%			
Silt (0.05 - 0.002 mm)	2.9%	38% - 42%	31% - 35%	25% - 30%
Clay (< 0.002 mm)	9.1%			

Angularity / Sphericity	Acid Reaction	D15	D85
Sub-Rounded / Medium Sphericity	None	0.17 mm	1.5 mm

Soil Textural Class	Silt / Clay Ratio	Color* - Dry	Color* - Wet
Loamy Sand	0.3	7.5YR 6/6 reddish yellow	7.5YR 5/8 strong brown

*Munsell Soil Color Chart

Comments

Mix tested as received. There are currently no widely accepted standards for baseball infield mixes. Example specifications of common professional, intermediate, and recreational infield mixes are shown above for reference. In general, infield mixes that tend to perform the best contain around 70% sand, with the majority of sand in the coarse and medium categories. For fields with limited or no access to water and a low maintenance level, mixes containing 70 to 75% sand often perform well. For more intensely-managed fields with access to water and tarping, mixes with 65 to 70% sand often perform well. Professional stadiums under intense maintenance sometimes have less sand. Mixes with higher than the typical range of 65 to 75% sand can be unstable and mixes with less sand than the recommended range often remain wet for longer periods of time, require routine grooming, and may crack when dry. Silt to clay ratios of between 0.5 and 1.0 are typically desirable. Additional information on selecting and maintaining infield mixes can be found in ASTM F2107-08. It is important to note that skinned infield mixes are not designed to vertically drain. Therefore, it is important that the grade be sloped (0.5 - 1.5%) to allow water to sheet off the surface.

A. McNitt & SerenSoil Testing

Sample:

3 mm Orange/Brown Infield Mix

Sample Submitted By: Carriere Materials LLC

Date Received:	22-Jul-17
Testing Dates:	7/22-7/24
Report Date:	24-Jul-17

Particle Size Analysis		Pro Mix	Int. Mix	Rec. Mix
% Gravel	2.4%	≤ 5%	≤ 5%	≤ 5%
% Sand	69.8%	58% - 62%	65% - 69%	70% - 75%
% Silt	6.5%	38% - 42%	31% - 35%	25% - 30%
% Clay	21.3%			

Sand Sieve Size Analysis (ASTM F1632-03)		Pro Mix	Int. Mix	Rec. Mix
Gravel (> 4.0 mm)	0.0%	0%	0%	0%
Fine Gravel (4.0 - 2.0 mm)	2.4%	≤ 5%	≤ 5%	≤ 5%
Very Coarse Sand (2.0 - 1.0 mm)	11.9%	38% - 45%	45% - 50%	> 50%
Coarse Sand (1.0 - 0.5 mm)	21.8%			
Medium Sand (0.5 - 0.25 mm)	22.9%			
Fine Sand (0.25 - 0.15 mm)	9.4%			
Fine Sand (0.15 - 0.10 mm)	2.3%			
Very Fine Sand (0.10 - 0.05 mm)	1.5%	38% - 42%	31% - 35%	25% - 30%
Silt (0.05 - 0.002 mm)	6.5%			
Clay (< 0.002 mm)	21.3%			

Angularity / Sphericity	Acid Reaction	D15	D85
Sub-Rounded / Medium Sphericity	None	<0.002 mm	1.0 mm

Soil Textural Class	Silt / Clay Ratio	Color* - Dry	Color* - Wet
Sandy Clay Loam	0.3	5YR 6/4 light reddish brown	5YR 4/6 yellowish red

*Munsell Soil Color Chart

Comments

Mix tested as received. There are currently no widely accepted standards for baseball infield mixes. Example specifications of common professional, intermediate, and recreational infield mixes are shown above for reference. In general, infield mixes that tend to perform the best contain around 70% sand, with the majority of sand in the coarse and medium categories. For fields with limited or no access to water and a low maintenance level, mixes containing 70 to 75% sand often perform well. For more intensely-managed fields with access to water and tarping, mixes with 65 to 70% sand often perform well. Professional stadiums under intense maintenance sometimes have less sand. Mixes with higher than the typical range of 65 to 75% sand can be unstable and mixes with less sand than the recommended range often remain wet for longer periods of time, require routine grooming, and may crack when dry. Silt to clay ratios of between 0.5 and 1.0 are typically desirable. This mix generally falls between the 'intermediate' and 'recreational' mixes based on the example specifications shown above. Additional information on selecting and maintaining infield mixes can be found in ASTM F2107-08. It is important to note that skinned infield mixes are not designed to vertically drain. Therefore, it is important that the grade be sloped (0.5 - 1.5%) to allow water to sheet off the surface.

A. McNitt & SerenSoil Testing

Sample:

6mm Orange/Brown Infield Mix

Sample Submitted By: Carriere Materials LLC

Date Received:	12-Apr-17
Testing Dates:	4/12-4/17
Report Date:	17-Apr-17

Particle Size Analysis

		Pro Mix	Int. Mix	Rec. Mix
% Gravel	5.0%	≤ 5%	≤ 5%	≤ 5%
% Sand	67.0%	58% - 62%	65% - 69%	70% - 75%
% Silt	6.8%			
% Clay	21.2%	38% - 42%	31% - 35%	25% - 30%

Sand Sieve Size Analysis (ASTM F1632-03)

		Pro Mix	Int. Mix	Rec. Mix
Gravel (> 4.0 mm)	0.9%	0%	0%	0%
Fine Gravel (4.0 - 2.0 mm)	4.1%	≤ 5%	≤ 5%	≤ 5%
Very Coarse Sand (2.0 - 1.0 mm)	10.3%			
Coarse Sand (1.0 - 0.5 mm)	16.9%	38% - 45%	45% - 50%	> 50%
Medium Sand (0.5 - 0.25 mm)	24.3%			
Fine Sand (0.25 - 0.15 mm)	10.9%			
Fine Sand (0.15 - 0.10 mm)	2.7%			
Very Fine Sand (0.10 - 0.05 mm)	1.9%			
Silt (0.05 - 0.002 mm)	6.8%			
Clay (< 0.002 mm)	21.2%	38% - 42%	31% - 35%	25% - 30%

Angularity / Sphericity	Acid Reaction	D15	D85
Sub-Rounded / Medium Sphericity	None	<0.002 mm	1.0 mm

Soil Textural Class	Silt / Clay Ratio	Color* - Dry	Color* - Wet
Sandy Clay Loam	0.3	7.5YR 5/6 strong brown	7.5YR 4/6 strong brown

*Munsell Soil Color Chart

Comments

Mix tested as received. There are currently no widely accepted standards for baseball infield mixes. Example specifications of common professional, intermediate, and recreational infield mixes are shown above for reference. In general, infield mixes that tend to perform the best contain around 70% sand, with the majority of sand in the coarse and medium categories. For fields with limited or no access to water and a low maintenance level, mixes containing 70 to 75% sand often perform well. For more intensely-managed fields with access to water and tarping, mixes with 65 to 70% sand often perform well. Professional stadiums under intense maintenance sometimes have less sand. Mixes with higher than the typical range of 65 to 75% sand can be unstable and mixes with less sand than the recommended range often remain wet for longer periods of time, require routine grooming, and may crack when dry. Silt to clay ratios of between 0.5 and 1.0 are typically desirable. This mix generally falls between the 'intermediate' and 'recreational' mixes based on the example specifications shown above. Additional information on selecting and maintaining infield mixes can be found in ASTM F2107-08. It is important to note that skinned infield mixes are not designed to vertically drain. Therefore, it is important that the grade be sloped (0.5 - 1.5%) to allow water to sheet off the surface.

Kathy Deufemia

From: Richard Slingerland
Sent: Monday, June 04, 2018 3:32 PM
To: Kathy Deufemia
Cc: Anthony Ross
Subject: FW: Losee Park Reports
Attachments: Tarrytown - Losee Park - Turf Area Report 4-25-2018.docx; ASTM Standards - RE-Fencing for Baseball and Softball 10-30-2017.pdf; SportsFieldSolutions-ReferenceList-Colleges,Municipalities 9-20-2017.docx; Tarrytown - Losee Park - Ball Field Report 4-24-2018.docx

Kathy:

Please add this to the July 11th Work Session.

Thank you.

Rich

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: Scott Bills <scott@sportsfieldsolutionsllc.com>
Sent: Wednesday, April 25, 2018 2:22 PM
To: Richard Slingerland <rslingerland@tarrytowngov.com>
Cc: Anthony Ross <aross@tarrytowngov.com>
Subject: Losee Park Reports

Rich/Anthony,

Attached are my reports to improve the ball fields and the turf areas at Losee Park.

The report for the ball fields includes all the work necessary to repair the mistakes made over the years and return them to a condition that will be safe, playable and easier to maintain. Also, you mentioned replacing some of the fencing, so I have attached the ASTM standard for ball field fencing.

The report for the turf areas includes my observations and general recommendations. I do suggest the soil sample be sent for analysis ASAP. The lab I suggest is in the report. You can get more information on how to take and send the sample from their website. www.turfdiag.com.

I have also included a list of references that includes ball fields I have personally worked on that followed similar recommendations I detailed in my ball field report.

Once you have the opportunity to review the information, let me know how you would like to proceed.

Scott Bills, CSFM
Certified Sports Field Consultant
Sports Field Solutions, LLC
908-268-8866
www.sportsfieldsolutionsllc.com



Scott A. Bills, CSFM
Certified Sports Field Consultant
SPORTS FIELD SOLUTIONS, LLC
PO Box 131, Baptistown, NJ 08803
908-268-8866
scott@sportsfieldsolutionsllc.com
www.sportsfieldsolutionsllc.com

April 24, 2018

Mr. Richard Slingerland
Village Administrator
Village of Tarrytown
One Depot Plaza
Tarrytown, NY 10591

Re: Losee Park – Turf Areas

Dear Rich,

As requested, please find my observations and recommendations to improve the turf areas at Losee Park.

OBSERVATIONS

The existing grass plants are small and weak. The turf is made up of a combination of cool season grasses, including fine and tall Fescue, Perennial Ryegrass and Kentucky Bluegrass.

There is evidence of numerous annual and perennial weeds that are competing with the more desirable grass plants.

Based on my physical inspection, approximately 80% of the field has turf coverage. The 20% of bare areas are worn from damage during soccer season or simply poor turf health. Keep in mind, these bare areas will become hard in the summer and may cause serious injury if players fall and hit their head. There is no better cushion than a thick stand of grass.

The topsoil appeared to be a silty-loam or silty-clay. This type of soil is subject to compaction and minimal internal pore space. As a result, grass plants have difficulty developing deep roots and the soil does not drain adequately. While on site, the entire turf area was soft and wet. We were not able to drive on most of the turf without sinking or causing damage.

With NY State laws preventing the use of pesticides to control weeds and insects, more intense fertilization and cultural practices will be needed to develop a suitable stand of grass that can compete with weeds, rebound from heavy use, and provide a safe playing surface.

RECOMMENDATIONS

1. Irrigation – Installing and maintaining an automatic irrigation system will prevent the turf from stresses that cause dieback and reduced rooting. This will be especially important after initial over-seeding. It is very important to provide water to new, young grass plants when they are trying to establish. Water draining through the soil provides pore space for roots to follow.

6. Over-seeding – During the initial over-seeding to re-establish turf on the field I recommend a two-step approach that has been very successful. First, apply a 70% Turf-type Tall Fescue, 20% Perennial Ryegrass and 10% Kentucky Bluegrass (or similar) at 6-8 lbs/1,000 Square Feet, splitting the application in two directions. Next apply a Triplex Perennial Ryegrass with Grey Leaf Spot resistance also at 6-8 lbs/1,000 Square Feet in two directions.

This process re-introduces new, improved varieties of the three recommended type grass plants to the field, plus allows for quicker cover and establishment with the second perennial ryegrass application.

Once we have an establish, healthy stand of grass, I recommend continual over-seeding with a high-quality Triplex Perennial Ryegrass with Grey Leaf Spot resistance.

Below are some pictures from a similar over-seeding with no irrigation.



Late August 2017



October 2017



Designation: F2000 - 10

Standard Guide for Fences for Baseball and Softball Fields¹

This standard is issued under the fixed designation F2000; the number immediately following the designation indicates the year of original adoption or, in the case of revision, the year of last revision. A number in parentheses indicates the year of last reapproval. A superscript epsilon (ε) indicates an editorial change since the last revision or reapproval.

1. Scope

1.1 This guide provides recommended minimum requirements for various types of fences used in softball and baseball ballfields and other sports facilities, and practices for installation.

1.2 The values stated in inch-pound units are to be regarded as standard. The SI values given in parentheses are for information only.

1.3 *This guide does not purport to address all of the safety concerns, if any, associated with its use. It is the responsibility of the user of this standard to establish appropriate safety and health practices and determine the applicability of regulatory limitations prior to use.*

2. Referenced Documents

2.1 ASTM Standards:²

A392 Specification for Zinc-Coated Steel Chain-Link Fence Fabric

A491 Specification for Aluminum-Coated Steel Chain-Link Fence Fabric

A700 Practices for Packaging, Marking, and Loading Methods for Steel Products for Shipment

F552 Terminology Relating to Chain Link Fencing

F567 Practice for Installation of Chain-Link Fence

F626 Specification for Fence Fittings

F668 Specification for Polyvinyl Chloride (PVC), Polyolefin and Other Polymer-Coated Steel Chain Link Fence Fabric

F1043 Specification for Strength and Protective Coatings on Steel Industrial Fence Framework

F1083 Specification for Pipe, Steel, Hot-Dipped Zinc-Coated (Galvanized) Welded, for Fence Structures

F1183 Specification for Aluminum Alloy Chain Link Fence Fabric

F1345 Specification for Zinc-5 % Aluminum-Mischmetal

Alloy-Coated Steel Chain-Link Fence Fabric
F1664 Specification for Poly(Vinyl Chloride) (PVC) and Other Conforming Organic Polymer-Coated Steel Tension Wire Used with Chain-Link Fence

2.2 CPSC Document:

CPSC Staff Recommendations

2.3 ASA and Other Ball Sports Associations:

Staff Recommendations

2.4 BOCA Document:

BOCA National Building Code/1993 – 12th Edition

2.5 NFPA Documents:³

Staff Recommendations

NFPA 70 National Electric Code (NEC)

2.6 ANSI/IEEE Document:⁴

ANSI/IEEE C2 National Electric Safety Code

3. Terminology

3.1 See Terminology F552 for definitions of terms relating to chain-link fencing.

3.2 Definitions of Terms Specific to This Standard:

3.2.1 *fence, n*—a type of barrier that surrounds and deters balls, bats, and passage to or from the playing area.

3.2.2 *field, n*—the outdoor area that has been either designated, designed, constructed, or otherwise used for softball or baseball, or both.

3.2.3 *grade, n*—the finished elevation at any specified point of the ground or pavement outside or inside the playing area.

3.2.4 *outdoor, adj*—site located outside of a completely enclosed building or other structure.

4. Summary of Guide

4.1 This guide is based in part upon recommendations of the task groups concerned with baseball and softball of ASTM Committee F08.

4.2 *This guide is directed to outfield fences, side and foul line fences, backstops, on-grade players benches and below grade players dugouts.*

¹ This guide is under the jurisdiction of ASTM Committee F14 on Fences and is the direct responsibility of Subcommittee F14.10 on Specific Applications.

Current edition approved Aug. 1, 2010. Published November 2010. Originally approved in 2000. Last previous edition approved in 2005 as F2000 - 06. DOI: 10.1520/F2000-10.

² For referenced ASTM standards, visit the ASTM website, www.astm.org, or contact ASTM Customer Service at service@astm.org. For *Annual Book of ASTM Standards* volume information, refer to the standard's Document Summary page on the ASTM website.

³ Available from National Fire Protection Association (NFPA), 1 Batterymarch Park, Quincy, MA 02169-7471, <http://www.nfpa.org>.

⁴ Available from American National Standards Institute (ANSI), 25 W. 43rd St., 4th Floor, New York, NY 10036, <http://www.ansi.org>.

6.5.1 Height—The top of the fence shall be a minimum of 8 ft. 0 in. (2.44 m) above grade or of a greater dimension that ensures protection of spectators from a fouled line drive or related trajectory.

6.5.2 Ground Clearance—The clearance shall conform to prior appropriate sections to eliminate foot entrapment.

6.5.3 Panels—The panels shall conform to prior appropriate sections.

6.5.4 Horizontal and Vertical Members—The horizontal and vertical members shall conform to prior appropriate sections.

6.5.5 Diagonal Members—The diagonal members shall conform to prior appropriate sections.

6.5.6 Fabric or Mesh—The fabric or mesh shall conform to prior appropriate sections.

6.6 Player Bench Protective Fencing:

6.6.1 Height—The top of the fence shall be a minimum of 96 in. (8 ft) (2.44 m) above grade measured at the side of the play side of the fence. For the below-grade dugouts the protective fencing should cover the entire opening from ground level to top of dugout roof or overhang.

6.6.2 Ground Clearance—The space from the fence bottom and ground shall conform to prior appropriate sections to eliminate foot entrapment.

6.6.3 Panels—The panels shall conform to prior appropriate sections.

6.6.4 Diagonal Members—The diagonal members shall conform to prior appropriate sections.

6.6.5 Fabric or Mesh—The fabric or mesh shall conform to prior appropriate sections.

6.7 Backstop Fencing:

6.7.1 Backstops provide a containment of pitched, thrown, and batted balls. It should delineate the spectator area from the playfield. It most often consists of three panels; one panel centered behind home plate with the other two panels located at the end of the center panel at an angle of 45° to the center panel and parallel to the foul lines.

6.7.2 Backstops should be of a protective mesh of either chain-link or synthetic net materials of a 2 in. (5 mm) mesh to prevent climbing.

6.7.3 The vertical backstop center panel for softball fields and youth baseball fields should be no less than 25 ft (7.62 m) behind home plate. The side panel should be no less than 25 ft from the foul line. The vertical backstop center panel for 90 ft (27.43 m) (bases) baseball field should be no less than 60 ft (18.28 m) behind home plate, and the distance from the ends of the backstop to the sidelines should be no less than 60 ft (18.28 m).

6.7.4 The backstop height and width may vary depending on the type of ball being played, the size and height of the spectator area around it, and other structures or objects that should be protected from foul balls, passed balls, wild pitches, and overthrows. The minimum height for backstops should be 16 ft (4.88 m). The height should be determined by the extent of protection of the spectators while standing behind it at the highest level of seating. The minimum width of the panels is dependent upon the structural design supporting the chain-link or net fabric.

6.7.5 The backstop overhang panels should be installed at the top of the center and wings of a design that meets height regulations of the game played.

6.8 Access Gates:

6.8.1 Double-leaf access gates shall comply with the requirements of prior appropriate sections and shall be equipped with a padlock device.

6.8.2 Single-leaf pedestrian access gates shall open outward away from the play environment, shall be self-closing, and shall have a self-latching device. The release mechanism shall be located on the side opposite of the play environment or the gate. It shall be of a height to facilitate egress/access below the top of the gate. The gate and fence shall have no opening greater than ½ in. (13 mm) within 18 in. (457 mm) of the release mechanism when the gate is in the fully closed position.

7. Location

7.1 Outfield Fence—The outfield fences are located by a radius measurement from home plate. The radius distance is determined by the level and type of ball play expected on the field and in conformance with the efforts of ASTM Committee F08 for classification of field systems. There should be no physical obstructions between the backstop and the outfield fence, light poles, and foul ball markers, and other equipment should be located outside the playing field fence.

7.2 Foul Line Fence—The foul line fence is designed to protect the fielder from obstructions and other sideline objects, to contain the ball and prevent spectators from intruding onto the field. The fence shall be offset to the entire foul line from a point opposite the first and third bases toward the outfield fence. The minimum distance between the foul lines and the sideline fence at the outfield fence shall be 25 ft (7.62 m) for softball fields and 60 ft (18.28 m) baseball fields. The minimum distance between the foul line opposite the bases and the fence line shall be 25 ft. (7.62 m).

7.3 Spectator Protective Fence—The spectator fence shall be located where spectators will congregate to watch the game or in front of bleachers of an 8 ft height or of a sufficient height to protect spectators at the highest point of the bleachers.

7.4 Player Bench Protective Fence—The protective fencing in front of an on-grade players bench, and below-grade dugouts, shall be a minimum of 96 in. or 8 ft (2.4 m).

7.5 Backstop Fence—The backstops shall conform to prior appropriate sections applicable to backstops.

7.6 Gates—The gates shall be placed to provide emergency and maintenance access to the field as well as for officials use and player use.

8. Grounding

8.1 Grounding and bonding shall be in accordance with NFPA 70 and ANSI/IEEE C2.

8.2 Grounding rods shall be positioned so as not to be a hazard to ballplayers and spectators.

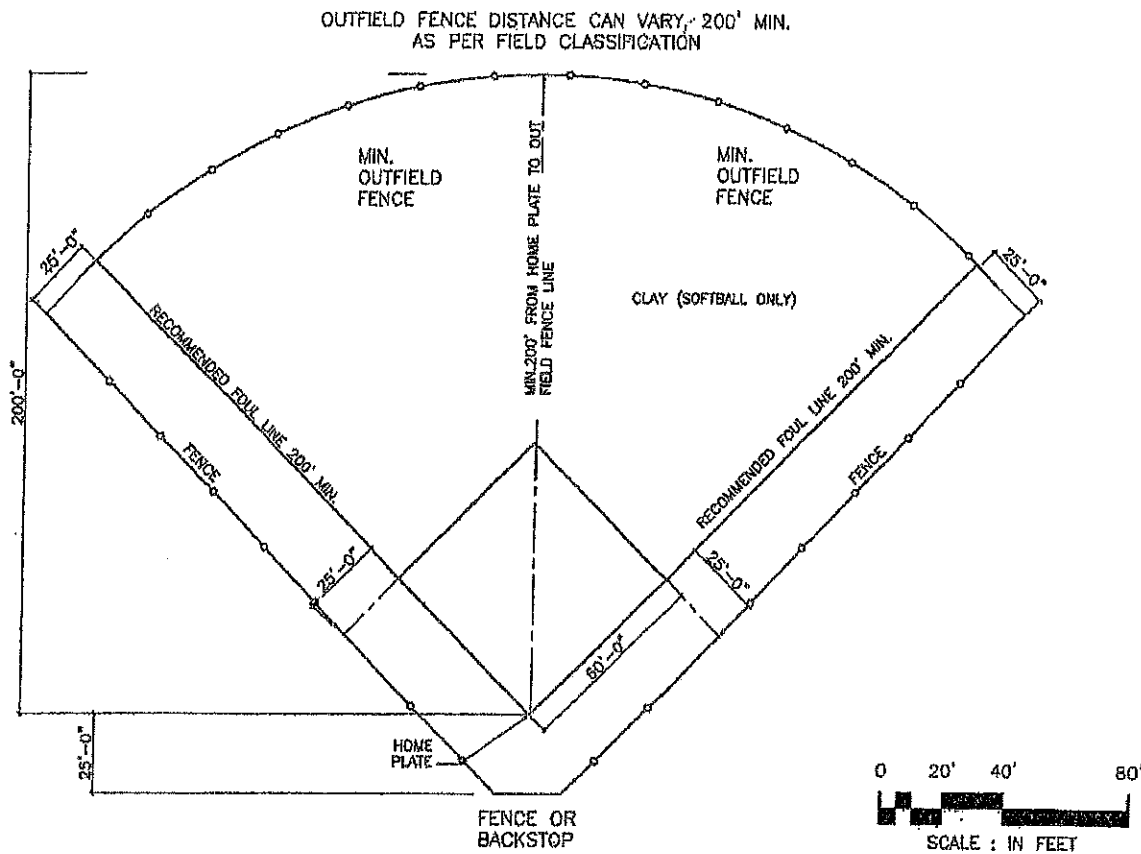


FIG. 3 Softball Field

9. Strength

9.1 Post, rails, and braces for chain-link fence shall conform to strength requirements of Specification F1043 or Specification F1083 and Uniform Building Code; Chapter 23, Sec. 2303 (d).

9.2 All permanent fence posts shall have a design factor considering soil-bearing values and wind or earthquake forces, either acting alone or when combined with other loads.

10. Workmanship, Finish, and Appearance

10.1 The finished fence shall be reasonably plumb and free of defects.

11. Inspection and Certification of Raw Material

11.1 All tests and inspection of posts, rails, and fabrics shall be made at the place of manufacture prior to shipment, unless otherwise specified, and shall be so conducted as not to interfere unnecessarily with the operation of the works.

11.2 Responsibility for inspection of raw materials, unless otherwise specified in the contract or purchase order, rests upon the producer. This includes performance of all inspection and test requirements specified herein.

11.2.1 Except as otherwise specified in the contract order, the producer may use their own or any other suitable facilities for the performance of the inspection and test requirements

specified herein unless disapproved by the purchaser. The purchaser shall have the right to perform any of the inspections and tests set forth in this specification where such inspections are deemed necessary to ensure that material conforms to the prescribed requirements.

12. Rejection

12.1 Each length of fence received from the manufacturer may be visually inspected by the purchaser and, if it does not meet the requirements of this guide based on the inspection and test method as submitted by the producer, may be rejected and the manufacturer shall be notified. Disposition of rejected fence shall be a matter of agreement between the manufacturer/retailer and the purchaser.

12.2 Fence found in fabrication or installation to be unsuitable for the intended use, under the scope and requirements of this guide, may be set aside and the manufacturer notified. Such fence shall be subject to mutual investigation as to the nature and severity of the deficiency involved, and the forming or installation conditions, or both. Disposition shall be a matter for agreement.

13. Certification

13.1 The producer or supplier shall, upon request, furnish to the purchaser a certificate of inspection stating that the material



Scott A. Bills, CSFM
Certified Sports Field Consultant
SPORTS FIELD SOLUTIONS, LLC
PO Box 131, Baptistown, NJ 08803
908-268-8866
scott@sportsfieldsolutionsllc.com
www.sportsfieldsolutionsllc.com

April 24, 2018

Mr. Richard Slingerland
Village Administrator
Village of Tarrytown
One Depot Plaza
Tarrytown, NY 10591

Re: Losee Park – Ball Fields

Dear Rich,

It was a pleasure meeting with you and Anthony at the park Friday, April 20, 2018. As requested, please find my observations, recommendations, and estimated costs to improve the safety, playability, and appearance of the two ball fields and the turf areas.

BACKGROUND

For the benefit of town officials, my qualifications and experience include over 25 years in the industry building, renovating, and maintaining sports fields. I am a nationally certified sports field consultant, member of the Sports Turf Managers Association, serve on the executive board of the Sports Field Managers Association of New Jersey and am a consultant to Major League Baseball and the NCAA. I played baseball at Rutgers University and still play competitive amateur baseball. Several notable local fields I have constructed or renovated include Palisades Credit Union Park (Rockland Boulders), TD Bank Ball Park (Somerset Patriots), Newark Eagle & Bears Stadium (Newark Bears), Coca-Cola Park (Lehigh Valley Iron Pigs), Rutgers University, Princeton University, Seton Hall University, Kean University, Drew University, Fairleigh Dickinson University, Byram Hills High School, Ryeneck High School, Pearl River High School, Washingtonville High School and many others.

I have included a full list of fields that I have designed and renovated following a similar scope of work that will be detailed for these fields, including amending the existing infield mix using the DuraEdge process.

OBSERVATIONS

Ball Fields

While on site I surveyed both infields with a laser level. In addition, I dug several holes within the infield skin surface to determine depths of infield mix.

Home Plate

The Home Plate batter's/catcher's box areas are worn and have depressions that put the batters and catcher at a disadvantage. On both fields Home Plate is lower than the surrounding grades. Any improvement work to the field should include setting home plate at the correct elevation and location. The batter's boxes and catcher's/umpires' box should be reinforced with moisturized clay. The Home Plate circle should be covered when the field is not being used.

Pitcher's Mound

The Pitcher's Mounds have significant wear. On the 46/60 field there is wear in front of the pitching rubber. On the 60/90 field the elevation is 14 inches higher than Home Plate. The required height is 10 inches. There was no table/plateau around the pitching rubber and the landing area was heavily worn. Any improvement work to the field should include checking grades and distances, then re-constructing the mound to provide the best advantage for the pitcher. For every inch a pitcher stands or lands in a hole, he will lose 3-5 miles per hour off his fastball. The table/plateau around the pitching rubber allows the pitcher to start from a balanced position. This allows pitchers duplicate their delivery and prevent arm injuries caused by changing arm angles. The landing area allows the pitcher to continue with his momentum and provides the necessary elevation change to create the best downward angle for sliders and curveballs.

All the above issues are due to inferior infield materials and improper maintenance.

RECOMMENDATIONS

Infield Skin and Turf

As detailed above, the major problem with these fields is the existing infield mix. Over the years it has created elevated grass lips and affected overall grades to a point where water cannot efficient shed off the skin surface.

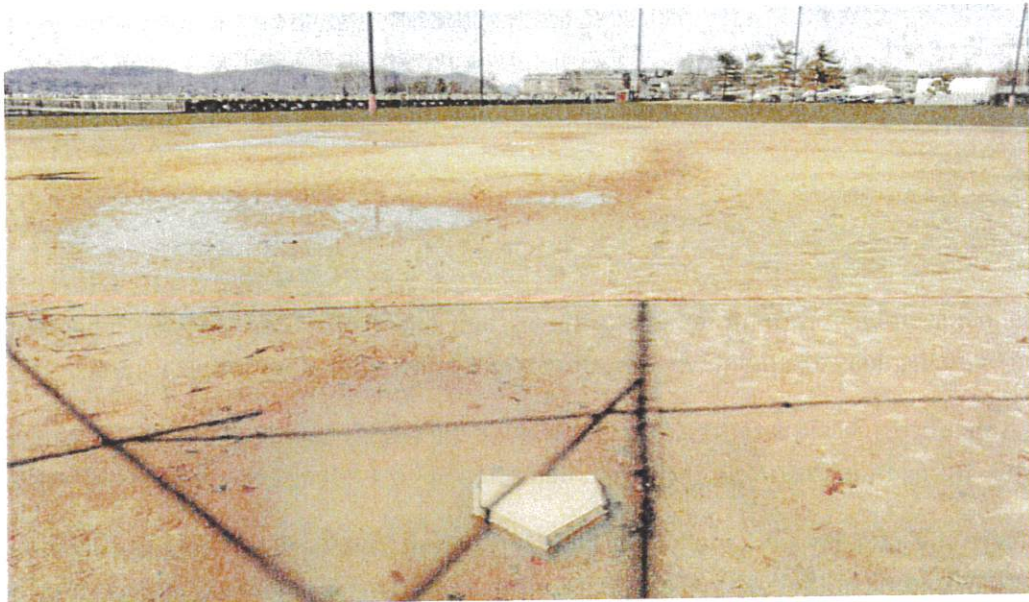
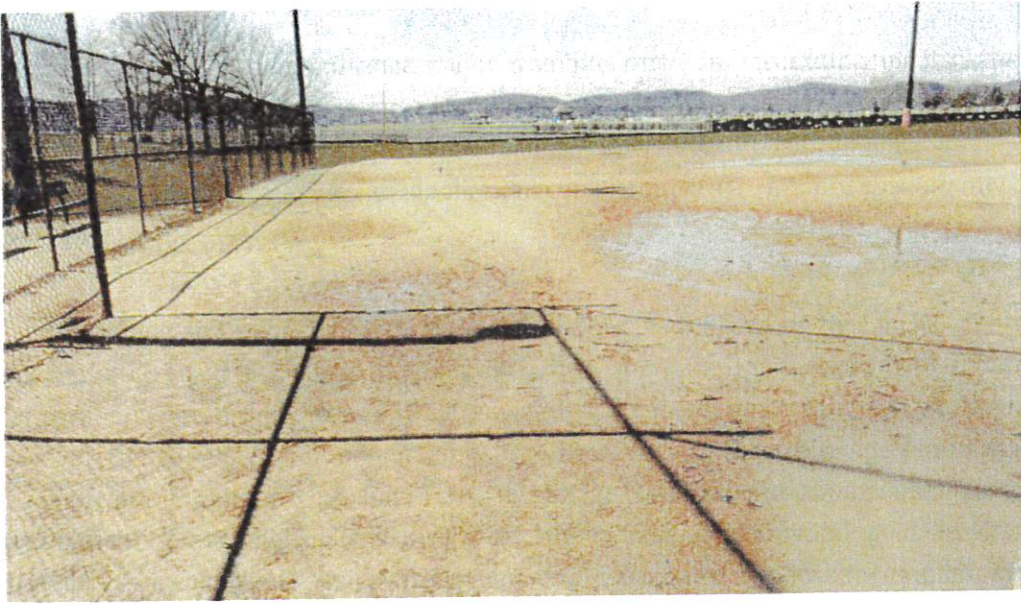
The solution is a two-step process. First, after the field is surveyed, the grades need to be repaired. This will include removing all existing turf from inside the proposed infield radius and up to 4-8 feet of grass from the outfield.

Once the grass is removed the infield will be re-graded using a laser level. This work will undoubtedly include the removal or re-distribution of some of the existing infield mix. The areas to receive new sod will also be graded to insure a smooth, level transition. Some screened topsoil may be needed to level the areas to be re-sodded.

After each infield is graded, approximately 2,000 Square Feet of new Kentucky Bluegrass 'Big Roll' sod will be installed around each infield at the proper grades to create the new radius.

Next, the existing infield mix on each field will be amended. Prior to the amendment process, the existing infield mix will be scarified to homogenize the top 2-3 inches and graded. The 46/60in field will have 25 Tons of infield amendment applied and scarified into the top 2-3 inches. The 60/90 infield will have 50 Tons of infield amendment applied and scarified into the top 2-3 inches. This process will lower the overall sand content by approximate 8-10%, dilute the amount of fine sand and silt, add 8-10% clay that can manage moisture more efficiently and provide a firmer, more stable playing surface. The infield skin surface on the 46/60 infield will then be capped with 25 Tons of DuraEdge 'Classic' infield mix and the 60/90 field will be capped with 50 Tons of DuraEdge 'Classic' infield mix. Once the fields are graded they will be topdressed with ProSlide Red Conditioner.

60/90 Field



60/90 Field

Infield Skin Surface

1. Survey the entire infield from fence line to fence line and at least 12 feet into the outfield.
2. Remove all grass in designated areas including up to 8 feet of outfield grass along the infield perimeter.
3. Laser grade then entire infield (skin and turf areas) utilizing a laser level and the ABI Force grader/groomer.
4. Install new base anchors. (Supply new double 1st base and new 2nd and 3rd base to accommodate new anchors).
5. Remove or re-distribute any existing infield mix to meet proposed new grades.
6. Supply, if needed, screened sandy loam topsoil or sand to insure the proposed areas to be re-sodded are level.
7. Supply and install up to 2,000 Square Feet of Kentucky Bluegrass 'Big Roll' sod to meet proposed layout.
8. Apply 50 Tons of DuraEdge infield amendment evenly across the skin surface.
9. Till the amendment into the top 2-3".
10. Re-grade the amended infield skin surface.
11. Apply 50 Tons of DuraEdge 'Classic' and groom. If necessary, water and compact lightly to help settling.
12. Apply 3 Tons of ProSlide Red Conditioner and groom.

Note: If this work is completed in the late fall, as suggested, the field should be groomed and compacted to prepare for winter, helping to reduce the amount of field preparation needed in the spring.

Note: All irrigation repairs or adjustments will be coordinated and completed by the parks grounds staff.

Home Plate

Construction of the batter's boxes, catcher's box and umpires' box must be completed with the infield renovation work. The elevation of Home Plate will dictate all other grades. The following scope of work is required to properly build this feature.

1. Layout location and height of home plate.
2. Install a new 3" All Rubber Home Plate.
3. Layout the elevation and dimension of the boxes to be constructed.
4. Excavate to a depth of no more than 3", removing all excavated materials.
5. Grade and compact the bottom of excavated boxes.
6. Install DuraPitch Professional Mound Clay, spread evenly and compact in one-inch lifts.
7. Cover the area with a light coating of DuraEdge infield mix and top-dress with DuraEdge Pro Red Conditioner.
8. Protect the Home Plate area with a 26' tarp. Keep covered when the field is not being used.

Pitcher's Mound

The following scope of work is recommended for the Pitcher's Mound. This work must be performed with the infield renovation.

1. Check alignment, height and distance of the pitching rubber and mound.
2. Install a new 4-way pitching rubber at the correct alignment, height, and distance.
3. Layout the dimension of the table/plateau and landing area for baseball.
4. Excavate to a depth of no more than 3", removing all excavated materials.
5. Grade and compact the bottom of the excavated boxes.
6. Install DuraPitch Professional Mound Clay, spread evenly and compact in one-inch lifts.
7. Protect the Pitcher's Mound circle with a 26' round tarp. Keep covered when the field is not being used.

Please contact me with any questions.

Sincerely,

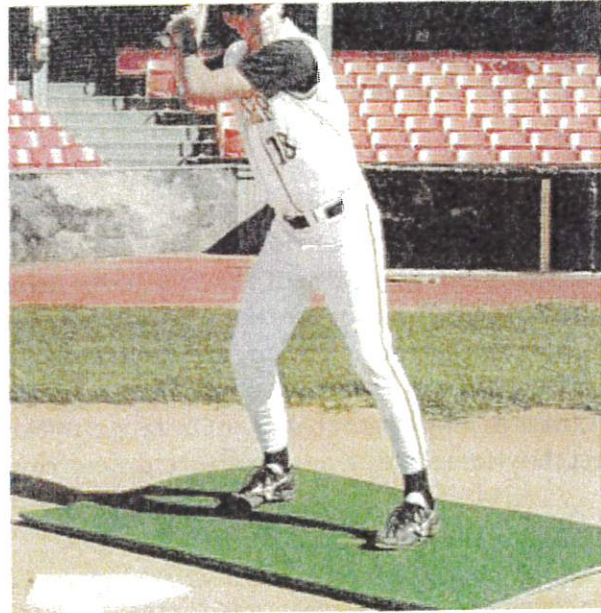
Scott Bills, CSFM
Certified Sports Field Consultant
Sports Field Solutions, LLC

Additional items recommended for use to help maintain and protect the ball fields.

1. Protective Mats – For use during batting, pitching and infield practice to cover the pitcher's mound and home plate batter's boxes. (Sizes 4'x6' or 4'x12')
2. Base Plugs – Bases should always be removed during infield grooming. An extra set or two of plugs should always be in stock.
3. Field Rakes – 36" with scarifying teeth, smooth edge and flat back.
4. Hand Tamps – 41/2" x 10" and 10"x10", both with socks
5. Finishing Brooms for hand work at Bases, Home Plate and Pitcher's Mound. Should not use machines or drag mats close to these areas.
6. 1" Groundskeepers Hose kit with Nozzle and Quick Connect Coupler. 50' foot lengths.
7. Back Pack or Hand Sprayer to moisten clay during Pitcher's Mound/Home Plate repairs.



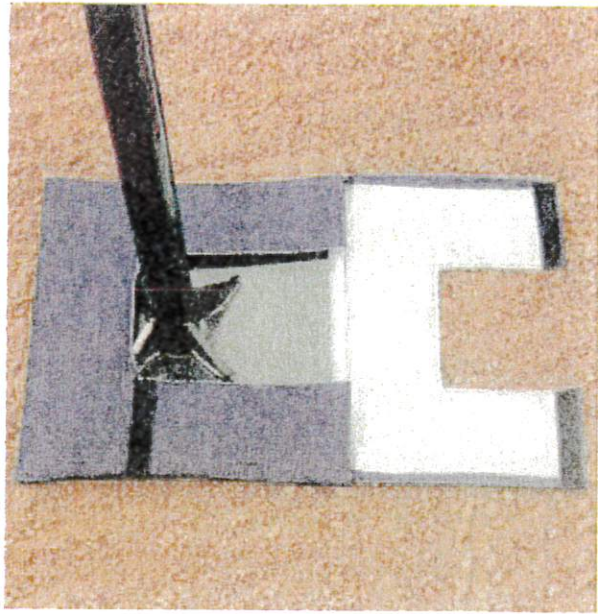
Sample 4'x12 Protective Mat



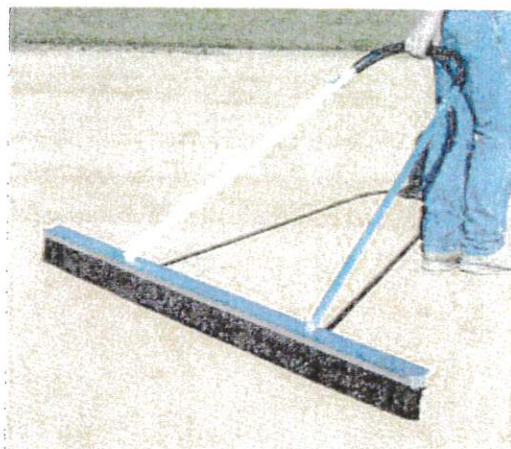
Sample 4'x6' Protective Mat



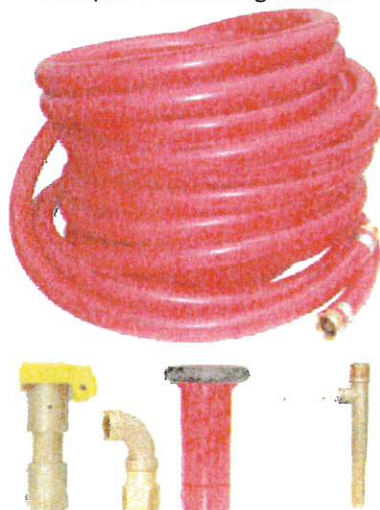
Sample 4 1/2"x10" Finishing Tamp w/Sock



Sample 10"x10" Tamp w/Sock



Sample 7' Finishing Broom



Sample 1 inch diameter x 50 foot Groundskeeper Hose Kit

Kathy Deufemia

From: Richard Slingerland
Sent: Monday, July 02, 2018 4:18 PM
To: Kathy Deufemia
Cc: Steve Silverberg; Carol Booth
Subject: FW: Site Plan Approval AND Compatible Use Permit from BOT
Attachments: BOT REFERRAL TO PB FOR CPU - 3-7-18.pdf

For the August Work Session (August 15?)

Rich

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: Liz Meszaros
Sent: Monday, July 2, 2018 2:49 PM
To: Kathy Zalantis <zalantis@szlawfirm.net>
Cc: Dan Pennella <DPennella@tarrytowngov.com>; Bob Galvin <marketstat@aol.com>; Richard Slingerland <rslingerland@tarrytowngov.com>
Subject: Site Plan Approval AND Compatible Use Permit from BOT

Kathy:

20 Wood Court- Tarrytown Hall Care Center will most likely be considered for site plan approval at the July 23, 2018 PB meeting.

The applicant will need a recommendation from the Planning Board for a Compatible Use Permit to be considered at the **August 20, 2018 BOT meeting.**

The recommendation to the BOT should be submitted **no later than August 6, 2018.**

I have attached the 3-7-18 BOT referral letter from Rich Slingerland.

Lizabeth Meszaros
Secretary to Planning and Zoning
One Depot Plaza



VILLAGE OF TARRYTOWN

One Depot Plaza, Tarrytown, New York 10591-3605

www.tarrytowngov.com

Mayor

DREW FIXELL

Deputy Mayor

THOMAS BUTLER

Trustees

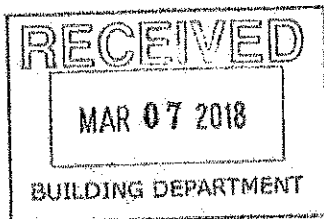
KAREN G. BROWN

ROBERT HOYT

MARY McGEHEE

REBECCA McGOVERN

DOUGLAS ZOLLO



VILLAGE ADMINISTRATOR

914-631-1785

VILLAGE TREASURER

914-631-7873

VILLAGE CLERK

914-631-1652

VILLAGE ENGINEER

914-631-3668

DEPT. OF PUBLIC WORKS

914-631-0356

FAX NO. 914-909-1208

March 7, 2018

To: Dan Pennella, Village Engineer and Building Department Supervisor
Liz Mezaros, Planning Board Secretary
Planning Board chairman Stanley Friedlander and Members of the Planning Board

Re: TarryHall Care Center, 20 Wood Court – Building Permit Application 2017-5791

Dear Sir/Madam:

At their Work Session meeting of February 28, 2018, the Board of Trustees agreed to refer the matter of the TarryHall Care Center, 20 Wood Court – Building Permit Application 2017-5791 to the Planning Board for their review, and for them to perform all SEQRA reviews and actions. Upon completion of their review, the matter should go back to the Board of Trustees for the determination on the Compatible Use Permit.

Thank you for your attention to this matter.

Very truly yours,

Richard Slingerland
Village Administrator

2

**Village of Tarrytown
Planning Board**

Memo

To: Mayor and Board of Trustees

From: Chairman Dr. Stanley Friedlander – Planning Board

CC: Kathy Zalantis, Steve Silverberg, Dan Penella

Date: 7/25/18

Re: Recommendation – Compatible Use Permit for Tarrytown Hall Care Center, 20 Wood Court

Referral Request

On March 7, 2018, the Board of Trustees referred the matter of the Tarrytown Hall Care Center, 20 Wood Court to the Planning Board for their review of the application including all SEQRA environmental reviews and actions. Upon completion of the Planning Board's review, the Board of Trustees requested that the Planning Board provide a recommendation to the Trustees for their determination of the Compatible Use Permit (CUP).

Project

The subject property is situated on a 2.759 acre (120,198 sf) property located at 20 Wood Court in the M-1.5 District. It is developed with an existing, three-story nursing home with 120 skilled nursing beds (Tarrytown Hall Care Center). The application proposes a one story addition consisting of 8,877 sf. The proposal also includes the renovation of portions of the existing, three-story building, a covered drive-up entrance, three patio areas, vinyl picket fencing, landscaping, underground stormwater detention and expansion of the parking lot at the rear of the building from 63 to 85 spaces (reduced from the original proposed 101 parking spaces). The addition will be used for dining area, physical therapy and office space. The number of residents or beds will not increase. There will be ten employees added to staffing levels. The New York State Department of Health in a letter dated December 26, 2017 approved the Application of the Tarrytown Hall Care Center to renovate the space to expand the facility with no change to the operating certificate.

Planning Board Review and Actions

The Planning Board conducted public hearings at its April, May, June and July meetings. During the course of the Board's review, the application had been revised to include expanded sustainable design/green infrastructure elements including increased landscaping, permeable paving/grass crete, bio-retention for reducing stormwater runoff,

2.
energy efficiency and water saving units. The Planning Board completed its SEQRA review and issued a *Negative Declaration* on June 25, 2018. The Planning Board approved the *Site Plan Resolution* on July 23, 2018 subject to the applicant receiving a Compatible Use Permit from the Board of Trustees. (See attachments).

Findings/Recommendation

The Building Inspector/Village Engineer has determined that the Project is zoning compliant. The Planning Board's review has determined that the proposed site plan is consistent with the site plan design and standards set forth in Chapter 305, Article XVI ("Site Development Plan Review"). The proposal does not increase the number of beds and residents. The Applicant has also expanded its use of green infrastructure and sustainable design in the Project.

The Planning Board's review has determined that the proposal ***represents a public benefit to the Village of Tarrytown***. The Board also determined that the application conforms to the general standards for CUP's as found in § 305-120 including the site location, size of the site in relation to its proposed use, nature of the operations, adequacy of parking area and the harmony of the use with the surrounding district.

Based on the Board's review, The Planning Board makes a positive recommendation to the Board of Trustees for their review and approval of the application's Compatible Use Permit.

Attachments:

1. Negative Declaration – Issued June 25, 2018
2. Site Plan Resolution – Approved July 23, 2018

FILED 6/26/18
VILLAGE CLERKS OFFICE

Calvin B. Brock

Agency Use Only (If applicable)

Project:	Tarrytown Hall Care Center
Date:	6/18/18

Short Environmental Assessment Form
Part 2 - Impact Assessment

Part 2 is to be completed by the Lead Agency.

Answer all of the following questions in Part 2 using the information contained in Part 1 and other materials submitted by the project sponsor or otherwise available to the reviewer. When answering the questions the reviewer should be guided by the concept "Have my responses been reasonable considering the scale and context of the proposed action?"

	No, or small impact may occur	Moderate to large impact may occur
1. Will the proposed action create a material conflict with an adopted land use plan or zoning regulations?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
2. Will the proposed action result in a change in the use or intensity of use of land?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
3. Will the proposed action impair the character or quality of the existing community?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
4. Will the proposed action have an impact on the environmental characteristics that caused the establishment of a Critical Environmental Area (CEA)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
5. Will the proposed action result in an adverse change in the existing level of traffic or affect existing infrastructure for mass transit, biking or walkway?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
6. Will the proposed action cause an increase in the use of energy and it fails to incorporate reasonably available energy conservation or renewable energy opportunities?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
7. Will the proposed action impact existing: a. public / private water supplies?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. public / private wastewater treatment utilities?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
8. Will the proposed action impair the character or quality of important historic, archaeological, architectural or aesthetic resources?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
9. Will the proposed action result in an adverse change to natural resources (e.g., wetlands, waterbodies, groundwater, air quality, flora and fauna)?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
10. Will the proposed action result in an increase in the potential for erosion, flooding or drainage problems?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
11. Will the proposed action create a hazard to environmental resources or human health?	<input checked="" type="checkbox"/>	<input type="checkbox"/>

PRINT FORM

Agency Use Only (if applicable)
 Project: Tarrytown Hall Care Cntr
 Date: 6/18/18

Short Environmental Assessment Form Part 3 Determination of Significance

For every question in Part 2 that was answered "moderate to large impact may occur", or if there is a need to explain why a particular element of the proposed action may or will not result in a significant adverse environmental impact, please complete Part 3. Part 3 should, in sufficient detail, identify the impact, including any measures or design elements that have been included by the project sponsor to avoid or reduce impacts. Part 3 should also explain how the lead agency determined that the impact may or will not be significant. Each potential impact should be assessed considering its setting, probability of occurring, duration, irreversibility, geographic scope and magnitude. Also consider the potential for short-term, long-term and cumulative impacts.

Subject property is situated on a 2.759 acre (120,198 sf) property located at 20 Wood Court in the M-1.5 District. It is developed with an existing, three-story nursing home with 120 skilled nursing beds (Tarrytown Hall Care Center). The proposed action is a one story, 8,877 sf addition to the Tarrytown Hall Care Center. The proposed action includes the expansion of an existing parking lot from 63 to 84 spaces. The project includes the renovation of portions of the existing, three-story building, a covered drive-up entrance, three patio areas, vinyl picket fencing, landscaping and underground stormwater detention. The parking lot expansion was reduced from the original 101 parking spaces. Addition will be used for dining area, physical therapy and office space. The number of residents or beds will not increase. There will be ten employees added to staffing levels. The proposed action will also require a Compatible Use Permit from the Board of Trustees. The proposal is zoning compliant. Fire Department access will be made available in the rear of the building with the proposed expansion. Environmental Constraints - The subject property has no existing freshwater wetland. The property is not located in the 100 year floodplain. The subject property contains 25,020 sf of steep slopes (25+ %) or 20.8% of the site. These steep slopes are located along the southern and western edge of the property. No disturbance is proposed within the steep slope areas. The applicant has reduced the lot size to 107,688 sf taking into account the 50% of the steep slope area. Mitigation Measures - The Landscape Plan has been revised with larger trees specified in the parking lot islands and increased landscaping on the north and south side of the building pursuant to the Village Landscape consultant. Through the use of bioretention all water is taken from the parking lot into underground infiltration chambers and results in increasing WQT capacity over 4 1/2 times the required capacity and a total reduction of runoff of 23% for a 1 year storm and 30% for a 100 year storm. The patio areas and the alley for fire lane access will use permeable paving. The use of water saving units reduces water flow by 13%. Energy use will be reduced by 50% with HVAC systems. Based on the PB's review of Part 2 of the EAF, its knowledge of the subject property, the review of the Westchester County Planning Department's GML response (5/4/18), the Village Engineer's review, comments provided by Village Consulting Planner (4/17/18, 6/13/18) and information provided at its public hearings, the Planning Board has determined that the proposed action is not expected to result in any significant adverse environmental impacts that would rise to the level of significance required for a Positive Determination.

<input type="checkbox"/> Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action may result in one or more potentially large or significant adverse impacts and an environmental impact statement is required.	
<input checked="" type="checkbox"/> Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action will not result in any significant adverse environmental impacts.	
Village of Tarrytown Planning Board	6/25/18
Name of Lead Agency	Date
Dr. Stanley Friedlander	Chairman
Print or Type Name of Responsible Officer in Lead Agency	Title of Responsible Officer
<i>Stanley L. Friedlander</i>	Robert James Galvin, AICP - Consulting Planner
Signature of Responsible Officer in Lead Agency	Signature of Preparer (if different from Responsible Officer)

PRINT FORM

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**RESOLUTION
VILLAGE OF TARRYTOWN
PLANNING BOARD (Adopted July 23, 2018)**

**Application of Schopfer Architects
Property: 20 Wood Court (Sheet 1. 40, Block 7, Lot 10 and Zone M-1.5)**

Resolution of Site Plan Approval

Background

1. The Applicant requested site plan approval for a one-story, 8,877 sf addition to an existing three-story nursing home and expansion of a parking area in the M-1.5 multi-family zoning district.
2. The Village of Tarrytown Board of Trustees referred the Application to the Planning Board to conduct the SEQRA environmental reviews and make a recommendation to the Board of Trustees for the required Compatible Use Permit (CUP).
3. The Planning Board determined that the Project was an unlisted action under SEQRA on April 30, 2018 and issued a Notice of Intent to be Lead Agency on May 1, 2018, assumed Lead Agency status at its meeting on May 30, 2018 and issued a Negative Declaration for the proposed unlisted action on June 25, 2018.
4. The Applicant made a preliminary presentation to the Planning Board on February 26, 2018 and, thereafter, the Planning Board has conducted a duly noticed public hearing on April 30, 2018, May 30, 2018, June 25, 2018 and July 23, 2018 at which time all those wishing to be heard were given the opportunity to be heard.
5. The Planning Board has carefully examined the Application including the comments and recommendations from the Village Consulting Planner in memoranda dated February 14, 2018, April 17, 2018, May 16, 2018, June 13, 2018 and July 10, 2018, from Westchester County Planning in a GML referral letter dated May 4, 2018, from the Village Landscape Consultant in Landscape Reports dated June 20, 2018 and May 23, 2018, from the Building Inspector/Village Engineer in a letter of denial to the applicant dated February 5, 2018 and from the Applicant's response letter to Westchester County Planning dated May 30, 2018 and to the Village Engineer dated June 13, 2018 detailing the Project's sustainable design/green infrastructure elements which they have considered.
6. The New York State, Department of Health, in a letter dated December 26, 2017, approved the application of the Tarrytown Hall Care Center to renovate the space to expand the existing 120 bed residential health care facility with no change to the operating certificate.

7. The Planning Board closed the public hearing on July 23, 2018. After closing the public hearing, the Planning Board deliberated in public on the Applicant's request for approval.

Determination

The Planning Board determines that based upon the findings and reasoning set forth below, the Application for site plan approval is granted subject to the conditions set forth below.

I. Findings

The Planning Board has considered the standards set forth in the Village of Tarrytown Zoning Code ("Zoning Code") Chapter 305, Article XVI and finds that subject to the conditions set forth below, the proposed site plan is consistent with the site plan design and development principles and standards set forth therein.

Subject property is situated on a 2.759 acre (120,198 sf) property located at 20 Wood Court in the M-1.5 District. It is developed with an existing, three-story nursing home with 120 skilled nursing beds (Tarrytown Hall Care Center). The proposed action is a one story, 8,877 sf addition to the Tarrytown Hall Care Center. The proposed action includes the expansion of an existing parking lot from 63 to 85 spaces. The project includes the renovation of portions of the existing, three-story building, a covered drive-up entrance, three patio areas, vinyl picket fencing, landscaping and underground stormwater detention. The parking lot expansion was reduced from the original 101 parking spaces. Addition will be used for dining area, physical therapy and office space. The number of residents or beds will not increase. There will be ten employees added to staffing levels.

The proposed action will also require a Compatible Use Permit (CUP) from the Board of Trustees. The proposal is zoning compliant. Fire Department access will be made available in the rear of the building with the proposed expansion. There are no identified environmental constraints. The subject property has no existing freshwater wetlands. The property is not located in the 100 year floodplain. The subject property contains 25,020 sf of steep slopes (25+ %) or 20.8% of the site. These steep slopes are located along the southern and western edge of the property. No disturbance is proposed within the steep slope areas. The applicant has reduced the lot size to 107,688 sf taking into account the 50% of the steep slope area.

Mitigation measures include the following: the landscape plan has been revised with larger trees specified in the parking lot islands and increased landscaping on the north and south side of the building pursuant to the recommendations of the Village Landscape Consultant. The stormwater management system for the project will provide the following in accordance with NYSDEC's criteria and local law:

Application of Schopfer Architects

Property: 20 Wood Court (Sheet 1. 40, Block 7, Lot 10) and Zone M-1.5)

- Capture and water quality treatment of runoff from the 90% rainfall from all new impervious surfaces using bio-retention, permeable pavement and infiltration chambers
- Capture and detention of runoff from all rainfall events up to 100 Year intensity from all new impervious surfaces utilizing underground storage/infiltration chambers.
- Runoff reduction of the water quality volume from all new impervious surfaces utilizing bio-retention and infiltration chambers.

Through the use of bio-retention techniques, all water is taken from the parking lot into underground infiltration chambers and results in increasing water quality treatment (WQT) capacity over 4 ½ times the required capacity and a total reduction of runoff of 23% for a 1 year storm and 30% for a 100 year storm. The patio areas will use permeable paving and the alley for fire lane access will use grass-crete to reduce the site's impervious surfaces. The use of water saving units reduces water flow by 13%. Energy use will be reduced by 50% with HVAC systems.

II. Approved Plan:

Except as otherwise provided herein, all work shall be performed in strict compliance with the plans submitted to the Planning Board and approved by the Planning Board as follows:

Plans prepared by Schopfer Architects LLP dated 12/5/17 and last revised 7/10/18 unless otherwise noted. The Plans are entitled as follows:

- T1.0 "Cover Sheet, Addition to Tarrytown Hall Care Center, 20 Wood Court, Tarrytown, New York".
- T1.1 "Code Summary, Addition to Tarrytown Hall Care Center, 20 Wood Court, Tarrytown, New York"

Civil Drawings prepared by Dunn & Sgromo Engineers

- C1.0 "Stormwater Management Plan, Addition to Tarrytown Hall Care Center, 20 Wood Court, Tarrytown, New York"
- C2.0 "Erosion & Sediment Control Plan, Details and Notes, Addition to Tarrytown Hall Care Center, 20 Wood Court, Tarrytown, New York"

Site Drawings

- L1.0 "Site Demolition Plan, Addition to Tarrytown Hall Care Center, 20 Wood Court, Tarrytown, New York"
- L1.1 "Site Plan, Addition to Tarrytown Hall Care Center, 20 Wood Court, Tarrytown, New York"

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Application of Schopfer Architects

Property: 20 Wood Court (Sheet 1. 40, Block 7, Lot 10) and Zone M-1.5)

- L1.2 "Grading Plan, Addition to Tarrytown Hall Care Center, 20 Wood Court, Tarrytown, New York"
- L1.3 "Landscape Plan/Tree Removal Plan, Addition to Tarrytown Hall Care Center, 20 Wood Court, Tarrytown, New York"
- L2.1 "Site Details, Addition to Tarrytown Hall Care Center, 20 Wood Court, Tarrytown, New York"
- L2.2 "Site Details, Addition to Tarrytown Hall Care Center, 20 Wood Court, Tarrytown, New York"
- L3.0 "Photometric Plan – Option 1, Addition to Tarrytown Hall Care Center, 20 Wood Court, Tarrytown, New York"
- L3.1 "Photometric Plan – Option 2, Addition to Tarrytown Hall Care Center, 20 Wood Court, Tarrytown, New York"

Architectural Drawings

- A2.0 "Exterior Elevations & Building Section, Addition to Tarrytown Hall Care Center, 20 Wood Court, Tarrytown, New York"
- "Survey of Tarrytown Hall Care Center, 20 Wood Court, Tarrytown, New York" surveyed by Michael D. Masters, Land Surveyor, Millman National Land Services surveyed April 10, 2017 and last revised August 23, 2017. (the "Approved Plans").

III. General Conditions

(a) Prerequisites to Signing Site Plan: The following conditions must be met before the Planning Board Chair may sign the approved Site Plan ("Final Site Plan"):

- i. The Planning Board's approval is conditioned upon Applicant receiving all approvals required by other governmental approving agencies without material deviation from the Approved Plans.
- ii. If as a condition to approval any changes are required to the Approved Plans, the Applicant shall submit: (i) final plans complying with all requirements and conditions of this Resolution, and (ii) a check list summary indicating how the final plans comply with all requirements of this Resolution. If said final plans comply with all the requirements of this Resolution as determined by the Village Engineer, they shall also be considered "Approved Plans."
- iii. The Applicant shall pay all outstanding consultant review and legal fees in connection with the Planning Board review of this Application.

Application of Schopfer Architects

Property: 20 Wood Court (Sheet 1. 40, Block 7, Lot 10) and Zone M-1.5)

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- (b) Force and Effect: No portion of any approval by the Planning Board shall take effect until (1) all conditions are met, (2) the Final Site Plan is signed by the chair of the Planning Board and (3) the Final Site Plan signed by the Planning Board Chair has been filed with the Village Clerk.
 - (c) ARB Review: No construction may take place and a building permit may not be issued until Applicant has obtained approval from the Board of Architectural Review in accordance with applicable provisions of the Village of Tarrytown Code.
 - (d) Commencing Work: No work may be commenced on any portion of the site without first contacting the Building Inspector to ensure that all permits and approvals have been obtained and to establish an inspection schedule. **Failure to comply with this provision shall result in the immediate revocation of all permits** issued by the Village along with the requirement to reapply (including the payment of application fees) for all such permits, the removal of all work performed and restoration to its original condition of any portion of the site disturbed and such other and additional civil and criminal penalties as the courts may impose.

IV. Specific Conditions

1. The Planning Board's approval is conditioned upon the Applicant receiving a Compatible Use (CUP) from the Village of Tarrytown Board of Trustees.

Application of Schopfer Architects

Property: 20 Wood Court (Sheet 1. 40, Block 7, Lot 10) and Zone M-1.5)

Dated as of July 23, 2018

Ron Tedesco

Chairman

Motion by: Mr. Tedesco
Seconded by: Ms. Raiselis

In Favor: 5
Opposed: 0
Abstaining: 0
Absent: 1 - Mr. Aukland

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LOCAL LAW _____ - 2018

A Local Law to amend the Tarrytown Village Code Chapter 221 entitled Parks and Recreation Areas, Section 221-1 regarding hours that the RiverWalk in Pierson Park is open to the public.

Section 1. Be it enacted by the **Board of Trustees** of the **Village of Tarrytown** as follows (Language in **Bold and Underlined** to be added, language in ~~**Strikethrough and bold and underlined**~~ to be deleted):

Section 2. Section 221-1. is hereby amended to read as follows, adding new subsections Parts A and B, and changing the park references to numbered references:

Chapter 221. Parks and Recreation Areas

Article I. Rules and Regulations

§ 221-1. Hours Village parks closed to public: exceptions.

The following Village properties shall be open to the public every day between 1/2 hour before sunrise and 1/2 hour after sunset, except when open for organized activities under the direction or sponsorship of the Recreation Department or activities approved in advance by the Board of Trustees:

A. General Hours:

1. Gracemere Park.
2. Lagana Field.
3. Losee Park.
4. Neperan Park.
5. Patriots Park.
6. Pierson Park.
7. Sarah Michaels Park.
8. Scenic Hudson RiverWalk Park at **the south-end of Tarrytown**
9. Village watershed properties.

B. The Pierson Park RiverWalk shall be open to the public between 1/2 hour before sunrise and until 11 p.m., except when open for organized activities under the direction or sponsorship of the Recreation Department or activities approved in advance by the Board of Trustees. This includes the RiverWalk section from the Andre Brook to the border of Sleepy Hollow.

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Section 3. Severability

If the provisions of any article, section, subsection, paragraph, subdivision or clause of this local law shall be judged invalid by a court of competent jurisdiction, such order of judgment shall not affect or invalidate the remainder of any article, section, subsection, paragraph, subdivision or clause of this local law.

Section 4: Effective Date

This local law shall take effect immediately upon filing in the office of the New York State Secretary of State in accordance with Section 27 of the Municipal Home Rule Law.

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MEMORANDUM

DEPARTMENT of PUBLIC WORKS

TO: Richard Slingerland, Village Administrator

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

DATE: 12 July, 2018

RE: Questions from the Board

The Board of Trustees has questions concerning the purchase of two new vehicles and the repurpose of those that are being replaced.

¾ ton Pickup Truck – Currently Steve Cowles is using a 2003 Chevrolet Pickup truck in the course of his duties of maintaining the water tanks and syphon in Elmsford, collecting water samples from various locations around the village and delivering those water samples to the lab.

I am requesting that this vehicle be replaced with a new ¾ ton pickup truck. The current 2003 pickup truck will be repurposed to the Water Distribution Crew as they currently have only one vehicle for 2 employees.

F-550 Mason Dump- Currently there are 3 remaining Chevrolet 3500 series mason dump in the fleet. Two of these mason dumps were outfitted with new dump bodies in order to extend their useful life. At the time these mason dumps were purchased, they were undersized for the jobs they were purchased for and the salt from use in winter is now starting to take its toll on these vehicles.

The F-550 will replace the one current mason dump that was not outfitted with a new dump body. This vehicle can carry a larger payload eliminating the issues of overloading but does not require any special driver's license.

This vehicle will replace one of the current chase trucks that are used by the Sanitation Crews on recycling days and for transportation for other duties where there are not enough vehicles on days they are working with the Highway Crews. The chase trucks in the fleet are being phased out and are passed their useful life, but are still needed but not in the current quantity.

With the exception of the new pickup truck, with each new purchase one or more vehicles in the fleet will be surplus.



AGREEMENT PURSUANT TO
TOWN LAW §§ 176, 184 AND
GENERAL MUNICIPAL LAW ART.

5-G

-BETWEEN-

THE TOWN OF GREENBURGH

-AND-

THE VILLAGE OF TARRYTOWN
TO PROVIDE FIRE PROTECTION SERVICES
TO THE GLENVILLE FIRE PROTECTION DISTRICT

THIS AGREEMENT is made this _____ day of _____, 20_____, by and between the
Town of Greenburgh (Town), a municipal corporation organized and existing under the laws of the State
of New York, located at 177 Hillside Avenue, Greenburgh, New York, acting on behalf of the Glenville
Fire Protection District of the Town, and the **Village of Tarrytown (Village)**, a municipal corporation
organized and existing under the laws of the State of New York, located at One Depot Plaza,
Tarrytown, New York 10591;

WITNESSETH:

WHEREAS, the Town Board of the Town of Greenburgh (Town) has established certain fire
protection districts in the Town, including the Glenville Fire Protection District (GFPD), to protect
residents' property and personal safety from damage or injury by fire; and

WHEREAS, the Village, through its fire department, has provided residents of the Glenville Fire
Protection District exemplary fire safety services; and

WHEREAS, it is in the mutual interests of both the Town and the Village to continue
furnishing fire protection to residents of the fire protection district; and

WHEREAS, a public hearing was held at Greenburgh Town Hall on _____
_____, after notice, for the purpose of considering whether the parties should enter into a contract to
continue providing residents of the fire protection district fire protection services; and

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WHEREAS, at such hearing the Town Board adopted a resolution, copy attached, authorizing the Town Supervisor to enter into a contract with the Village and the Tarrytown Fire Department to provide fire safety services to residents of the fire protection district;

NOW, THEREFORE, BE IT AGREED by and between the Town, its successors and assigns, and the Village, its successors and assigns, for the consideration named herein as follows:

1 SCOPE of SERVICES

- 1.1. The Town does hereby engage the Village to provide fire protection services to residents of the Glenville Fire Protection District upon the following terms and conditions:
- 1.1.1. The Village and the Tarrytown Fire Department (Department) hereby agree to maintain and furnish suitable personnel and equipment to render adequate fire protection within the boundaries of the Glenville Fire Protection District.
- 1.1.2. When notified by alarm, telephone, or any other manner of a fire within the fire district members of the Fire Department, through the Tarrytown Fire Department, agree to respond without delay and diligently extinguish any fire within the district preventing injury and property damage to the greatest extent practicable.

2. CONSIDERATION

- 2.1 In consideration of providing the services outlined in ¶1., above, for the year January 1, _____, through December 31, _____, the Town agrees to pay the Village the sum of _____ Dollars (\$ _____), which represents GFPD's percent of the assessment roll of the Village of Tarrytown and the Glenville Fire Protection District as they relate to the sum of the latest filed assessment rolls prepared for these areas in _____ and applied to the _____ Village Fire Protection Budget for services rendered during calendar year _____.
- 2.2 The Town and the Village agree to use the Chart of Accounts - Fire Protection Districts as set forth on Schedule A, attached, for determining applicable expenses.
- 2.3 In accordance with General Municipal Law §209-d, the Village agrees to pay to the Fire Department up to thirty-five percent (35%) of the amount paid by the Town to the Village for fire protection services, excluding that amount of the payment from the Town to the Village associated with any and all debt service expenses included in the Chart of Accounts referred to in Clause 2.2.
- 2.4 The Town agrees to use its best efforts to make annual payment to the Village pursuant to this Agreement within 30 days from the date of the executed Agreement.

3. TERM

- 3.1 This agreement shall be for a period of one (1) year, commencing January 1, 201_____, and terminating on December 31, 201_____.

4. INSURANCE

- 4.1 The Village agrees to maintain insurance as required under this paragraph.
- 4.1.1. Workers ' Compensation Insurance. The Village shall take out and maintain during the term of this contract Workers' Compensation Insurance for all employees assigned to the work or perform services hereunder.
- 4.1.2. General Liability and Property Damage Insurance. The Village shall take out and maintain during the term of this contract general liability and property damage insurance in an amount sufficient to protect from claims for damages for personal injury, including accidental death, as well as from claims for property damage which may arise from operations under this contract. The amounts of such insurance shall be as follows:
- 4.1.2.1. General Liability Insurance in an amount not less than \$1,000,000 for in juries, including wrongful death, to any one person and subject to the same limit for each person, in an amount not less than \$3,000,000 for any occurrence.
- 4.1.2.2. Property Damage Insurance in an amount not less than \$1,000,000 for damage on account of all occurrences.
- 4.2. The Village agrees to furnish proof of compliance with the above insurance requirements to the Town and further agrees to name the Town as an additional insured in said policies.
- 4.3. Any claim for damage or injury for services performed under this Agreement to residents of the fire protection district shall be reported to the offices of the Town Attorney and Comptroller as soon as possible and not later than twenty-four hours from the time of such accident or claim. A detailed written report must be submitted to the Town as soon thereafter as possible and not later than three (3) days after the date of such accident.

5. INDEMNIFICATION and SAVE HARMLESS

- 5.1. The Village and the Fire Department hereby agree to indemnify and hold the Town, its officials, officers, agents, employees, and volunteers performing authorized tasks on behalf of the Town, harmless from and against all liability, including all expenses, reasonable attorney's fees, losses and claims, demands, payments, suits, actions, recoveries and judgements of any nature and

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description whatsoever resulting from any claim or claims arising out of this contract, or the procedures leading thereto, for any act or omission of the Fire Department, its agents or employees representatives, or sub-contractors, during or in furtherance of the performance to this Agreement.

6. REQUIRED PROVISIONS of LAW

- 6.1 This Agreement shall be governed by the laws of New York State. Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to have been inserted herein. If any such provision is not inserted through mistake or otherwise, then upon the application of either party, this contract shall be physically amended forthwith to make such insertion.

7. PERMITS and REGULATIONS

- 7.1. The Village and the Fire Department agree to secure and pay for all licenses and permits necessary to perform and render the services set forth above.

8. STATEMENT of NONDISCRIMINATION

- 8.1. The Fire Department shall prominently post, on the site where services hereunder are to be provided, a statement regarding non-discrimination, which statement shall be similar in form to the following:

In compliance with Section 504 of the Rehabilitation Act of 1975 and title VT of the 1964 Civil Rights Act and New York State Executive Orders, no persons will be denied service or access to service based upon race, marital status, sexual orientation or handicapping condition.

9. NO ASSIGNMENT

- 9.1. In accordance with the provisions of Section 109 of the General Municipal Law, the Village and the Fire Department are hereby prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this Agreement, or of any right, title or interest in this Agreement, or the power to execute this Agreement, to any other person or corporation without the prior written consent of the Town.

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10 REPRESENTATIONS of the VILLAGE and the FIRE DEPARTMENT

10.1 The Village and the Fire Department make the following representations:

- 10.1.1. The Fire Department is qualified to perform the fire protection services outlined herein.
- 10.1.2. The Fire Department agrees to participate in the New York State Fire Incident Reporting System and further agrees to forward one copy of each and every report made regarding any fire occurring within the fire protection district to the Town Fire Marshal.
- 10.1.3. The Fire Department agrees to ensure that all members performing fire protection services are adequately trained and qualified to perform the tasks assigned as determined by completion of a National, New York State or equivalent fire training program and receive any annual or periodic refresher training that may be required.
- 10.1.4. The Village and the Fire Department agree to assume liability for any and all loss or damage caused by or to its fire apparatus sustained in answering any call.
- 10.1.5. The Village and the Fire Department agree to assume responsibility for the payment of all claims for injury or death of all persons, including fire personnel, occurring in connection with services rendered under this agreement.
- 10.1.6. The Fire Department agrees to respond to any fire involving a structure, regardless of whether it is commercial or residential, occupied or unoccupied, with the appropriate firefighting apparatus.
- 10.1.7. The Fire Department is fully familiar with all federal, state, and local laws, ordinances and regulations which may in any way affect the services to be provided.
- 10.1.8. The Fire Department is fully licensed by all governing regulatory agencies.
- 10.1.9. The Village and the Fire Department agree to give the Town a minimum of ninety (90) days notice prior to any capital equipment purchase for fire protection services and costing in excess of \$100,000 and to solicit and weigh the opinion of Town officials prior to taking any vote or making any decision to undertake a capital purchase involving fire protection services. The failure to solicit and consider the Town's opinion regarding such a capital purchase costing \$100,000, or more, prior to any vote or decision, shall result in the capital expense being excluded from the Village's costs and expenses (Schedule A) for purposes of calculating the Town's contribution.
- 10.2 The Village agrees to obtain the written consent of the Fire Department to the terms and conditions set forth herein.

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11. NOTICES

11.1 Any and all notices, communications, payments and demands required under this Agreement shall be in writing, addressed as follows, or to such other address as may hereafter be designated, in writing, by either party hereto:

11.1.1. To the Town: Town of Greenburgh
177 Hillside Avenue
Greenburgh, NY 10607
Attn: Roberta Romano, Comptroller

11.1.2. w/copy to: John Lucido, Fire Marshall
177 Hillside Avenue
Greenburgh, NY 10607

11.1.3. To the Village: Mayor Drew Fixell
Village of Tarrytown
One Depot Plaza
Tarrytown, NY 10591

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

11.1.4. To the Fire Department Tarrytown Volunteer Fire Department
50 Main Street
Tarrytown, NY 10591

12. WAIVER and MODIFICATION

12.1. No waiver of any breach or of any condition of this Agreement shall be binding unless executed in writing and signed by the party waiving such breach. No such waiver shall in any way affect any other term or condition of this Agreement or constitute a cause or excuse for a repetition of such or any other breach unless the waiver shall include the same.

12.2. This Agreement constitutes the complete understanding of the parties. No other understandings or agreements, oral or written, are valid and no modification of any provisions of the Agreement shall be valid unless in writing and signed by both parties in accordance with the provisions of Town Law §184.

13. ETHICAL DISCLOSURE

- 13.1. The Village and the Fire Department acknowledge the necessity for the highest ethical standards in all public contracts and accordingly agree to abide by the provisions of the Code of Ethics, Chapter 570 of the Code of the Town of Greenburgh, attached. Nothing herein shall, however, be interpreted or construed to require employees of the Village or members of the Fire Department to file a financial disclosure statement.

14. AUDIT and INSPECTION

- 14.1.1. The Village and the Fire Department agree to permit the Town, or any of its authorized representatives, to visit and inspect the program, project or services operated pursuant to this Agreement and permit an audit and/or inspection of all books, records, and accounts relating thereto.
- 14.2. If requested by the Town, the Village will provide the Town with the contract year(s)' annual New York State Office of Fire Protection Call Report broken down by Glenville vs. non-Glenville Protection District calls.

15. DISPUTES

- 15.1. It is mutually agreed by and between the parties hereto, that in any dispute between the Town and the Village the disputed matter shall be settled in the first instance, by mediation in Westchester County, or if that fails, in the Supreme Court of the State of New York, Westchester County.

IN WITNESS WHEREOF, the parties hereto have each agreed to the terms and conditions as set forth herein.

TOWN OF GREENBURGH

SEAL

By: _____
Paul J. Feiner, Supervisor

VILLAGE OF TARRYTOWN

SEAL

By: _____
Richard Slingerland, Village Administrator

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In accordance with General Municipal Law §209-d, Tarrytown Fire Department consents to this Agreement, to all the terms and conditions expressed herein and to the payment to be made to the Fire Department by the Village.

TARRYTOWN FIRE DEPARTMENT

By: _____
(signature)

Name: _____
Fire Chief

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CERTIFICATE OF AUTHORITY/ FIRE DEPARTMENT

STATE OF NEW YORK

SS

COUNTY OF WESTCHESTER)

On the _____ day of _____, in the year 20____, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

Notary Public, County of _____

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MUNICIPAL ACKNOWLEDGMENT / GREENBURGH

STATE OF NEW YORK

ss.:

COUNTY OF WESTCHESTER)

On the _____ day of _____, in the year 20____, before me, the undersigned, a Notary Public in and for said State, personally appeared PAUL J. FEINER, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

Notary Public, County of _____

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MUNICIPAL ACKNOWLEDGMENT / GREENBURGH

STATE OF NEW YORK

ss.:

COUNTY OF WESTCHESTER)

On the _____ day of _____, in the year 20____, before me, the undersigned, a Notary Public in and for said State, personally appeared RICHARD SLINGERLAND, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

Notary Public, County of _____

Internal Memorandum

Village of Tarrytown



Date: August 10, 2018

To: Mayor Drew Fixell and Board of Trustees

From: Richard Slingerland, Village Administrator
Dan Pennella, Village Engineer

Re: Patriot's Park Public Bid review

Richard Slingerland

P 914-631-1785

F 914-909-1208

www.tarrytowngov.com

As the Board knows, the Village received a grant of \$300,000 from New York State, administered by the New York State Department of State, related to performing capital improvements to the park. Discussing this at a past Board meeting, the Board agreed on authorizing the purchase of equipment – the playground equipment, the band-shell and the playground safety surface, off of NJPA (now known as Sourcewell, maybe because people thought they were buying things from New Jersey). We are in the process of issuing the Purchase Order for the purchase of the equipment, with the remainder of the work regarding the park improvements to be performed under a landscaping contract.

The contract was bid out on Monday, July 23, 2018, with a deadline and bid opening of Tuesday, August 7, 2018, at 11 a.m. Several companies were contacted, and two companies submitted bids. Cedar Hills Landscaping of Katonah, New York, and Peter J. Landi of Hawthorne, New York both submitted bids. Cedar Hills bid was \$123,837.50, and Landi's bid was \$125,675. Both are responsible contractors and do good work, having worked with the Village before.

Upon review of the bids, and confirmation of the numbers included in the bids, it is determined that the lowest responsible bidder is Cedar Hills Landscaping of Katonah, New York, at approximately \$123,837.50 (since this is a unit price bid). We recommend the Board award this contract at the next Regular Board Meeting, since we are informed by the Department of State that the work under the grant needs to be finished by November 30, 2018.

Please let me know if any Board Members have any questions or concerns.

Patriots Park Improvements

Contract 2018-06

VILLAGE OF TARRYTOWN, 1 DEPOT PLAZA, TARRYTOWN, NEW YORK

Bid Results – August 7, 2018 at 11:00 am

Item No.	Description	Est. Quantity	Unit	Cedar Hills Landscaping		Peter J. Landi, Inc.	
				Unit Price	Total Price	Unit Price	Total Price
1. A.1	Site Preparation & Removals for Playground Area	1	L.S.	\$23,050	\$23,050	\$25,000	\$25,000
1.A.2	Site Preparation & Removals for Pavilion Area	1	L.S.	\$2,600	\$2,600	\$5,000	\$5,000
1.B.	Tree Removals over 16"	4	EA.	\$400	\$1,600	\$1,000	\$4,000
1.C.	Existing Site Survey & Stake out	1	L.S.	\$1,500	\$1,500	\$2,000	\$2,000
2.A.	Asphalt Path Pavement	3,950	S.F.	\$5.40	\$21,330	\$8.00	\$31,600
2.B.	Remove & Reset Cobble Curb	35	L.F.	\$50	\$1,750	\$15.00	\$525.00
2.C.	Safety Surface Preparation & Item #4 Crushed Stone subbase	75	C.Y.	\$171.70	\$12,877.50	\$100	\$7,500.00
2.D.	Asphalt Road Repair	400	S.F.	\$7.95	\$3,180	\$8.25	\$3,300
3.A.	Timber Tie Retaining Wall	350	L.F.	\$67	\$23,450	\$40	\$14,000
3.B.	Timber Tie Curb	100	L.F.	\$25	\$2,500	\$20	\$2,000
4.A.	Fence & Gate Relocation	1	L.S.	\$3,200	\$3,200	\$1,000	\$1,000
4.B.	Chain Link Fence	100	L.F.	\$55	\$5,500	\$75	\$7,500
4.C.	New 3' wide Decorative Gate	1	EA.	\$950	\$950	\$2,000	\$2,000
4.D.	Pedestrian Handrails	50	L.F.	\$198	\$9,900	\$100	\$5,000
4.E.	Electric Conduit Line	50	L.F.	\$11	\$550	\$15	\$750.00
4.F.	Drainage Pipe and Gravel Trench	150	L.F.	\$28	\$4,200	\$40	\$6,000
5.A.	Grass Seed	10,000	S.F.	\$57	\$5,700	\$85	\$8,500
LUMP SUM TOTAL:				\$123,837.50		\$125,675.00	

Internal Memorandum

Village of Tarrytown

10



Date: August 8, 2018

To: Mayor Drew Fixell and Board of Trustees

From: Richard Slingerland, Village Administrator

Cc: Steven Silverberg, Village Attorney

Re: Charitable donations for local property taxes

Richard Slingerland

P 914-631-1785

F 914-909-1208

www.tarrytowngov.com

Based on ongoing discussions, in light of federal legislative action to abolish the deductibility of State and Local Taxes (SALT), I have participated in discussions and exchanges with most of the other municipalities around Westchester in a group study of the issues related to this topic.

Some basic questions were circulated to the various municipalities along the lines of the following:

- Have you adopted a local law to accept Charitable Contributions?
- Are you considering passing the law?
- If you have adopted or are you considering adopting the law, what percentage are you accepting?
- If you have or are considering the law, how are you also considering to provide the collection services of the Charitable Contributions? Have you considered how this would be managed for escrow accounts set up for mortgages and banks?

Of the communities surveyed, most are not planning to adopt the local law, due to the specific question about the language regarding the deductibility of payments, based on the statement that "no goods or services were received in exchange for this contribution".

The "no" (no further action until there is direction from the IRS) communities include Ardsley, Bedford, Briarcliff, Bronxville, Dobbs Ferry, Elmsford, New Rochelle. The "Yes" communities include Rye Brook, Rye Town, Scarsdale and Westchester County.

There are many variables at this time including how the taxes would be collected, what may happen with the lawsuit by the States against the Federal government, and the yet unanswered question on policy position from the IRS. Having discussed this with Steve Silverberg as Village Attorney, we agree that it would be best at this time to hold off and table the law at this time, until there is further action and a more clear direction.

-Water Law -Part A

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LOCAL LAW _____ - 2018

A Local Law to amend the Tarrytown Village Code Chapter 297, entitled "Water" to amend the sections regarding water meters and water rents, to update the section on remote-readable water meters, to add a new section on tampering or vandalism, and to add provisions in Article II regarding Water Conservation so that water restrictions can be imposed during water supply emergencies, based on planned shut-downs by the NYC DEP.

Section 1. Be it enacted by the **Board of Trustees of the Village of Tarrytown** as follows (Language in **Bold and Underlined** to be added, language in ~~**Strikethrough and bold and underlined**~~ to be deleted):

Section 2. Chapter 297-6. Entitled "Water Meters" is amended to read as follows:

Chapter 297. Water

§ 297-6. Water meters.

- A. Water meters of a type approved by the Board of Trustees shall be installed in all buildings (other than an accessory building) regardless of type, character or use.
- B. ~~Water meters for the purpose of such installation shall be provided and installed by the owner of the premises.~~ **Water meters shall be furnished and installed by the Village and shall remain the property of the Village.**
- C. ~~Meters shall be maintained and kept in repair by the owner, who shall replace worn, obsolete, inefficient or deficient meters.~~ **The annual rental for meters shall be payable at the time that the water bills and water rents are due and shall be made a part of such bill.**
- D. The submetering of water by consumers is prohibited.

Note: Sections 297-6 E. and F. regarding upgrading of water meters are deleted in their entirety, since the upgrading of water meters to remote-read meters took place approximately ten (10) years ago, and are replaced with new sections E. and F. to be enacted to read as follows:

~~E. Upgrade of preexisting water meters in nonresidential structures.~~

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~~(1) Any preexisting meters that do not embody remote meter reading capabilities shall be upgraded so as to comply with the current requirements of the remote meter reading system currently utilized for residential structures in the Village of Tarrytown. Said upgrade must be undertaken within 60 days following the service of notice by certified mail to install said meter with remote meter reading capabilities.~~

~~(2) The cost to install a meter with remote meter reading capabilities in a nonresidential structure shall be borne by the owner of the structure.~~

~~(3) The Village Engineer or his/her designee shall develop a manual which shall provide information regarding the specific types of water meters which shall be required by the Village of Tarrytown.~~

~~(4) If after the sixty-day period noted above the property owner fails to install a meter with remote meter reading capabilities as required herein, the Village will, for a period not to exceed 180 days, continue to manually read the existing meter; however, the property owner will be charged the cost to manually read the meter and this charge will be added to the property's water bill. If the additional charge is not paid within 30 days from the date due on said bill, any outstanding balance will be added to the property's next tax bill.~~

~~(5) In addition to the penalties provided for in Chapter 1, Article II, the service of water to any premises may be discontinued by the water supplier if the upgraded water meters required by this article and regulations adopted pursuant thereto are not installed, tested and maintained; if any defect is found in an upgraded water meter, or if it is found that an upgraded water meter has been removed or bypassed. Discontinued water service resulting from this section will not be restored until such condition or defects are corrected.~~

~~F. Upgrade of water meters.~~

~~(1) All water meters shall be upgraded so as to comply with the current requirements of the remote meter reading system. Property owners must allow access to their property upon ten-day notice by certified mail. If the owner is not available to provide access on the noticed day and time, the owner must provide a date and time within a five-day period after the noticed date when access to the property will be available for the installation.~~

~~(2) If a property owner does not provide access for the installation of said new water meters, the Village will impose a penalty of \$100 for each month or part thereof that the property owner does not provide access. If the owner does not pay the penalties imposed, the amount of the penalties shall be added to the property's next tax bill.~~

~~(3) The service of water may be discontinued if an upgraded water meter required by this article is not installed or if it is found that an upgraded water meter has been removed, tampered with or bypassed. Discontinued water service resulting from this section will not be restored until such condition is corrected.~~

New Sections E. and F.

E. Remote-readable water meters – All water meters shall be able to be read remotely by Water Department personnel from outside of and off of the subject property on which they are located.

F. Vandalism or misuse of water meters – In the event of tampering, negligence, reckless or intentional damage or modification of the water meter by the property owner or his or her agent, causing damage to the water meter or causing the water meter to become faulty or not work properly, it shall be the property owner's responsibility to pay for the cost of repairing or replacing the water meter, plus a fine subject to the provisions of chapter 297-17 of this chapter.

Section 3. Chapter 297, Article II. Water Conservation, Sections 18 through 21 are amended to read as follows:

Article II. Water Conservation

§ 297-18. Legislative intent.

The intent of this article is to restrict the wasteful, inefficient or nonessential use of water during periods of drought, **or during periods of restricted water consumption as determined by the New York City Department of Environmental Protection (NYC DEP) as the Village's water supplier** to establish penalties for violations and to provide for enforcement of water conservation measures in the Village of Tarrytown for the protection of the health, safety and welfare of the people of the village. **This section is being expanded to include water restrictions, based on reduced water availability, due to shut-down plans by the NYC DEP on short-term and long-term bases to perform mandatory maintenance on the water supply infrastructure.**

§ 297-19. Restrictions on water consumption.

A. The Board of Trustees may, by resolution, establish a Phase I, Phase II or Phase III drought emergency **or other water restriction emergency due to limited water supply** in the Village of Tarrytown. The drought emergency **or water restriction emergency** and the restrictions shall remain in effect until the Board of Trustees rescinds, by resolution, the Phase I, Phase II or Phase III drought or water restriction emergency.

B. Phase I, drought emergency or **water restriction emergency**. The following restrictions shall apply 24 hours after such a Phase I drought emergency resolution is passed by the Board of Trustees:

- (1)** Use of fire hydrants for any purpose other than fire protection is prohibited.
- (2)** Serving water to patrons in restaurants or eating establishments is prohibited unless specifically requested by the customer.
- (3)** All industrial and commercial businesses must formulate and implement water conservation plans to reduce water consumption by 15%. The plans shall be available at all times during normal business hours for inspection, upon request, by authorized village agents.
- (4)** Ornamental or display use of water, whether or not such water is recycled, is prohibited.
- (5)** Use of hoses for street, driveway, sidewalk and/or vehicle washing is prohibited. "Vehicles" shall include but not be limited to automobiles, trucks and boats. Vehicles may be washed with a bucket.

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(6) Watering of lawns and gardens is restricted to the hours of 7:00 a.m. to 9:00 a.m. and 7:00 p.m. to 9:00 p.m. Odd/even distribution will be used: odd days for odd-numbered addresses; even days for even-numbered addresses, no address number on odd days.

(7) There will be no restrictions on hand-held containers to water vegetables and fruits for human consumption. Nurseries and other commercial plant users or sellers have no restrictions on water used, provided that they submit water conservation plans for a fifteen-percent reduction.

(8) Use of water to clean building exteriors is prohibited.

(9) Leaks in house water connections shall be repaired within 48 hours.

(10) Water meters must be installed on all water-cooled air-conditioning units.

(11) Swimming pools shall not be filled more than once per year; make up water as necessary. All swimming pools must be equipped with a recirculating filter.

C. Phase II, severe drought or severe water restriction emergency. The following restrictions shall apply 24 hours after such a Phase II drought emergency resolution is passed by the Board of Trustees:

(1) No private swimming pools shall be filled or spillage replenished.

(2) Municipal or public-type pools fall under Phase I restrictions.

(3) Lawns and gardens shall not be watered, except that water may be used to irrigate, from hand-held containers only, vegetables or fruits grown for human consumption.

(4) All industrial and commercial businesses must formulate and implement water conservation plans to reduce water consumption by 20%. The plans shall be available at all times during normal business hours for inspection, upon request, by authorized village agents.

D. Phase III, extreme drought or extreme water restriction emergency. The following restrictions shall apply 24 hours after such a Phase III drought emergency resolution is passed by the Board of Trustees:

(1) Water restrictors shall be installed in all shower heads.

(2) Water-cooled air conditioners shall be shut off for a two-hour period, either from 8:00 a.m. to 10:00 a.m. or 4:00 p.m. to 6:00 p.m. This should be posted in lobby areas. The average room temperature shall not fall below 78° F.

(3) All industrial and commercial businesses must formulate and implement water conservation plans to reduce water consumption by 25%. The plans shall be available at all times during normal business hours for inspection, upon request, by authorized village agents.

§ 297-20. Penalties for offenses.

A. Any violation of any restrictions in this article shall be an offense punishable by a fine not to exceed ~~\$25~~ \$50 for the first offense, not to exceed ~~\$100~~ \$250 for the second offense and not to exceed \$500 for the third and every subsequent offense or, alternatively, by a maximum of 15 days' imprisonment for each offense after the second offense.

B. Any person violating any restrictions imposed under § 297-19D hereinabove and who has been convicted of at least two other offenses of this article shall be subject to a fine not to exceed \$1,500.

C. Each day that such a violation continues shall constitute a separate offense for which a fine or imprisonment may be imposed.

§ 297-21. When effective.

This article shall take effect immediately, and its provisions shall be enforced at all times during the existence of a drought, severe drought or extreme drought, **or water restriction event, severe water restriction event, or extreme water restriction event** in the Village of Tarrytown, as declared by the Board of Trustees.

Section 4. Severability

If the provisions of any article, section, subsection, paragraph, subdivision or clause of this local law shall be judged invalid by a court of competent jurisdiction, such order of judgment shall not affect or invalidate the remainder of any article, section, subsection, paragraph, subdivision or clause of this local law.

Section 5: Effective Date

This local law shall take effect immediately upon filing in the office of the New York State Secretary of State in accordance with Section 27 of the Municipal Home Rule Law.

- Water Law - Part B

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LOCAL LAW _____ - 2018

A Local Law to amend the Tarrytown Village Code Chapter 229, retitle it from "Plumbers" to Plumbing, to update the law, abolish the Village's Board of Examiners, and to reference to the County of Westchester as the licensing authority.

Section 1. Be it enacted by the **Board of Trustees** of the **Village of Tarrytown** as follows (Language in **Bold and Underlined** to be added, language in ~~**Strikethrough and bold and underlined**~~ to be deleted):

Section 2. With the enactment of Westchester County Local Law #15 of 1995, the County Board of Legislators enacted the Westchester County Board of Plumbing Examiners and County-Wide Plumbing License Law, Article XV, Sections 277.501 through 277.515, which established a county-wide law to license plumbers, and therefore, the Village Code is obsolete and Chapter 229, entitled "Plumbers" is deleted in its entirety.

Chapter 229. Plumbers

§ 229-1. License required.

§ 229-2. Board of Examiners.

§ 229-3. Meetings of Board; certification of applicants; names.

§ 229-4. Fees.

§ 229-5. Bond.

§ 229-6. Issuance of license.

§ 229-7. Term of license; renewal.

§ 229-8. Revocation of license; license nontransferable.

§ 229-9. Penalties for offenses.

Section 3. A new Chapter 229 entitled Plumbing is enacted as follows:

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(New) Chapter 229. Plumbing

§ 229-1. Title.

This chapter shall be known as the Village Code related to Plumbing for the Village of Tarrytown, regulating the Administration and Enforcement of the New York State Building and Fire Code related to plumbing, as it may be updated from time to time by the New York State Codes Division.

§ 229-2. Purpose.

The purpose of this chapter is to protect the health, safety and welfare of the residents of the Village of Tarrytown by providing for the licensing and regulation of the plumbing trade.

§ 229-3. Licensed required.

No person shall do any plumbing work on any premises in the Village of Tarrytown unless such person shall provide proof of holding a valid plumbing license issued by the County of Westchester.

§ 229-4. Displaying license.

Any person, firm or corporation doing plumbing work in the Village of Tarrytown shall show proof of such license upon request to any officer of the Village and shall, while opening any highway for purposes incidental to such work and while such highway is opened obtain a valid street opening permit from the Village of Tarrytown. No street or highway may be opened without first complying with all regulations pertaining to street openings.

§ 229-5. Prior approval of plans.

A. The Building Inspector or other qualified inspector of the Village of Tarrytown must issue a permit before any plumbing work, including the installation of gas appliances or the installation, removal or abandonment of oil or gas storage tanks, is started or before there are any additions or alterations made to existing installations. The application for the permit shall be made on forms approved by the Building Inspector or other qualified inspector of the Village and shall be signed by a licensed master plumber. The application shall be filed in the Building Department, together with plans and a description, in duplicate, showing and describing the proposed plumbing work.

B. The plans filed with the application shall consist of such floor plans and sections as may be necessary to show clearly all the work to be done, including all sewers, drains, soil, waste and vent pipes. The plans also shall show the location of fixtures, their traps and connections. The plans may be drawn to scale in ink or be prints produced to scale.

C. If the plumbing work involves the installation, removal or abandonment of an oil or gas storage tank, the Building Inspector cannot issue a permit until a performance bond or a cash bond is posted with the Village by the permittee or the owner of the property on which the plumbing work is to be performed. The amount of the bond shall be sufficient to cover the cost of repairing any property, public or private, that may be damaged during the course of the plumbing work for which the permit is issued and shall be fixed by the Building Inspector in

consultation with the Village Engineer. Under no circumstances shall the amount of the bond be less than \$1,500. In cases where a street opening permit also is issued, the Building Inspector or other qualified inspector of the Village may allow a single bond for both permits if he or she determines that a single bond will be sufficient for the purposes of this chapter. Any bond posted under this chapter shall be released to the person who posted it no later than six months after a certificate of completion is issued for the plumbing work covered by the permit, provided that such work is done in accordance with the provisions of the permit and the provisions of any street opening permit and that all areas disturbed during the work (including any rights-of-way) are restored to a condition that is satisfactory to the Village Engineer.

D. Modification of approved plans or of the work described therein shall not be permitted until such changes are approved, in writing, by the Building Inspector or other qualified inspector of the Village on written application, signed by a master plumber.

E. A permit for plumbing work shall expire six months from the date it is issued unless the plumbing work for which the permit has been issued is in progress. If the permit expires, the applicant shall be required to reapply for a permit for plumbing work pursuant to this section.

§ 229-6. Fees.

The fees for plumbing permits shall be as for services performed and a permit issued pursuant to this chapter as set forth in the Village of Tarrytown Fee Schedule, as regularly updated from time to time by action of the Board of Trustees.

§ 229-7. House sewer inspections.

All house sewers between the building and the street line shall be laid by a licensed plumber under the specifications set forth. This work shall be inspected once by the inspector upon notification by the plumber that the entire line is complete and ready for inspection, and related excavation work may not be back-filled until such inspection has taken place.

§ 229-8. Notice of violations.

A. Whenever a person violates any of the provisions of this chapter or whenever any person omits or refuses to comply with the provisions of this chapter or deviates from the approved plans and specifications for plumbing and draining filed with the Tarrytown Building Department, the Building Inspector or other qualified inspector, including the Village Engineer, shall serve notice of violation thereof upon the master plumber doing the work and upon the owner or occupant of the premises.

B. Such notice may be served personally or by mail and, if by mail, may be addressed to such master plumber at the address registered by him with the Building Department and upon the owner or occupant at the address given by him upon any application made by him for the plumbing work in connection with which the violation occurs; or, if no permit is obtained, notice shall be served upon the owner or occupant at the location of the work, but the failure of the master plumber to register shall relieve the Building Inspector or other qualified inspector from the requirement of giving such notice to the master plumber. Unless the violation is remedied

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within ten days, or sooner on the discretion of the Building Inspector depending on the severity of such violation and the potential impact(s) to health, safety and welfare, after the day of serving or mailing of such notice, exclusive of the day of serving or mailing, then each day thereafter that such violation continues shall be considered a separate offense.

§ 229-9. Penalties for offenses.

Any person who omits or refuses to comply with or resists, willfully violates any of the provisions of this chapter or who obstructs or hinders any inspector or officer in the due performance of his duty hereunder shall be punishable for each conviction by a fine of up to five hundred dollars (\$500) per day, or by imprisonment, in case of default in payment of the fine, for a period not exceeding 15 days. Each day the provisions of such chapter are violated after due notice has been served upon the offender, in writing, shall constitute a separate offense and subject the offender to a like penalty. Such violation shall also subject any person committing the same to a penalty in the sum of \$1,000, recoverable in a civil action brought by or on behalf of the Village of Tarrytown. In addition, the Village may take whatever additional actions in the nature of injunction or otherwise that is otherwise provided for by law.

Section 4. Severability

If the provisions of any article, section, subsection, paragraph, subdivision or clause of this local law shall be judged invalid by a court of competent jurisdiction, such order of judgment shall not affect or invalidate the remainder of any article, section, subsection, paragraph, subdivision or clause of this local law.

Section 5: Effective Date

This local law shall take effect immediately upon filing in the office of the New York State Secretary of State in accordance with Section 27 of the Municipal Home Rule Law.

Program Totals: kWh, CO₂ Avoided, Savings

Village of Tarrytown

June 2016 - June 2018

Tarrytown Program Totals June 2016 - June 2018						
	kWh	CO ₂ Avoided (MT)	Supply Savings	Sales Tax Avoidance	BPP Savings	Total Savings
Standard Supply Grand Totals:	248,913	0	\$1,650	\$821	\$589	\$3,059
Renewable Supply Grand Totals:	42,044,770	12,691.9	\$102,300	\$154,678	\$100,645	\$357,623
Total	42,293,683	12,692	\$103,950	\$155,499	\$101,233	\$360,682

Tarrytown Total Savings Per Account	
Standard Residential	\$163.03
Standard Commercial	\$0.00
Green Residential	\$113.07
Green Commercial	\$35.58

Measuring Performance: 3 Types of Savings

1. **Supply Savings:** The difference between Con Ed's variable rate that month and Westchester Power's fixed rate. Calculated on a per kWh basis.
2. **Sales Tax Avoidance:** Both residential and commercial accounts are exempt from some portion of sales tax on the delivery portion of their bill (~11 cents per kWh). In most cases, this is 3% for residential and 7.375% for small commercial accounts.
3. **Billing and Processing Payment:** When in the CCA, each customer avoids a \$1.20/mo charge for billing and processing.

Residential Savings (Con Ed Territory, May 2016 - July 2018)				
Green Savings	Standard Savings	Sales Tax Avoidance	BPP Savings	Total
\$3,444,039	\$2,066,037	\$3,972,089	\$2,238,590.65	\$11,720,756
\$5,510,076				

Green Accounts	
Supply Savings	\$59.96
BPP Savings	\$31.20
Sales Tax Avoidance	\$49.47
Total Savings	\$140.63

Standard Accounts	
Supply Savings	\$110.34
BPP Savings	\$31.20
Sales Tax Avoidance	\$49.65
Total Savings	\$191.19

This Memorandum of Understanding is entered into by and between:

Sustainable Westchester, Inc, a New York not-for-profit corporation, and
_____ (The Municipality), a local government member of
Sustainable Westchester, Inc.

1. Background:

- a. In February 2015, the New York Public Service Commission issued an Order for Case 14-M-0564 as follows: “The Petition of Sustainable Westchester is granted to the extent that its municipal members are authorized to undertake a Community Choice Aggregation demonstration project consistent with the discussion in the body of this Order...”
- b. The PSC subsequently issued an Order for Case 14-M-0224 which authorized Community Choice Aggregation (“CCA”) throughout New York State (the “PSC CCA Order”).
- c. Sustainable Westchester’s Pilot CCA Program (“Sustainable Westchester Pilot CCA Program”) enrolled customers from an initial group of 20 participating municipalities in April 2016. Since then, Sustainable Westchester has enrolled one additional and three other municipalities have obtained permission from the PSC to participate.
- d. For municipalities in the Con Edison utility territory, the Sustainable Westchester Pilot CCA Program will conclude on December 31, 2018.
- e. In compliance with the PSC CCA Order, **The Municipality** has adopted local legislation to enable Community Choice Aggregation .
- f. As a member of Sustainable Westchester in good standing, **The Municipality** wishes to engage the services of Sustainable Westchester as the Program Manager for Community Choice Aggregation for the Operation and Maintenance of the Program.

2. Definitions:

- a. **Bundled Customers** – Residential and Small Commercial customers of electricity or natural gas (“fuels”) who are purchasing the fuels from the Distribution Utility.
- b. **Community Choice Aggregation Program or CCA Program or Program**– A municipal energy procurement program, which replaces the incumbent utility as the default Supplier for all Bundled Customers within the Participating Municipality, as defined in the PSC CCA Order.
- c. **Competitive Supplier:** An entity duly authorized to conduct business in the State of New York as an energy service company (ESCO) that procures electric power for Bundled Customers in connection with this CCA Program.
- d. **Compliant Bid:** Electric power supply bid from a Competitive Supplier that meets the requirements specified in this MOU and the ESA. Compliant Bid price must be inclusive of fees owed to Program Manager and be less than:
 - i. Residential accounts: 8.26 cents/kwh
 - ii. Small commercial accounts: 9.06 cents/kwh
- e. **Electric Service Agreement (ESA):** an agreement which implements a CCA Program and contains all the terms and conditions of the program.
- f. **2016 ESA:** The ESA which implemented the Sustainable Westchester Pilot CCA Program during the period from April 2016 to December 31, 2018.

- g. **2019 ESA:** The ESA which will implement Sustainable Westchester CCA Program commencing January 1, 2019 for the Con Ed service territory (attached as Exhibit 1).
- h. **Credit Review:** An assessment of the creditworthiness of the Competitive Supplier or adequate documentation of alternative credit arrangement that is at least as secure as a credit-worthy Competitive Supplier
- i. **Distribution Utility:** Owner or controller of the means of distribution of the natural gas or electricity that is regulated by the Public Service Commission in the Participating Municipality.
- j. **Participating Municipality:** A dues-paying municipal member of Sustainable Westchester Inc, which has adopted the applicable local legislation for the Community Choice Aggregation Program.
- k. **Program Manager:** Sustainable Westchester, Inc, a non-profit corporation of which the Participating Municipality is a member, authorized by the Public Service Commission per Order for Case 14-M-0564 “to undertake a Community Choice Aggregation demonstration project.”
- l. **Public Service Commission:** The New York State Public Service Commission or the New York State Department of Public Service acting as staff on behalf of the Public Service Commission (PSC).

3. Purpose: The purpose of the Memorandum of Understanding is as follows:

- a. To establish participation by **The Municipality (hereafter, the “Participating Municipality”)** in a Community Choice (Energy) Aggregation Program (hereafter, the “Program”) to be managed on its behalf by **Sustainable Westchester, Inc (hereafter, the “Program Manager”)**, under 2019 ESA which shall have substantially the same terms as those outlined in the attached 2019 ESA Template (Exhibit 1). The 2019 ESA Template tracks as closely as possible to the 2016 ESA in its content, with only minor changes to enable administrative streamlining and additional renewable energy options.
- b. To affirm that the Participating Municipality and Program Manager agree to execute the 2019 ESA, subject to the conditions of review and approval outlined below.
- c. To affirm that the Participating Municipality and Program Manager agree to adhere to the terms and conditions of the 2019 ESA in the event they execute it.

4. Roles and responsibilities of the Program Manager: As Program Manager, Sustainable Westchester Inc agrees to perform all duties required in the 2019 ESA and, prior to execution of that agreement, Program Manager agrees to:

- a. Provide the involved agencies and parties to the PSC CCA Order, such as but not limited to the Public Service Commission or Distribution Utility, requested information about and documentation of the actions undertaken by the Participating Municipality in furtherance of enabling participation in the Program;
- b. Manage the energy procurement bidding process including:
 - i. the identification and notification of potential firms seeking to be the Competitive Supplier,
 - ii. the Request for Proposals process from preparation of the content to the publication of the Request and management of firms responding to the Request,
 - iii. the preparation of the Electric Service Agreement that will be included in the Request,

- iv. the acceptance and secure opening of the responses to the Request, and
 - v. the organizing of Credit Review and bid evaluation,
- all in a manner that is transparent to the Participating Municipality and firms seeking to be the Competitive Supplier;
- c. Sign the 2019 ESA in a timely fashion subject to the conditions that:
 - i. the Competitive Supplier is deemed creditworthy for the duration of the Electric Service Agreement by the Credit Review, or
 - ii. the Competitive Supplier arranges alternative credit terms that are, at a minimum, as secure as those achieved with a creditworthy Supplier as deemed by the Credit Review, and, in either case
 - iii. the Competitive Supplier's response to the Energy Procurement Request for Proposals is deemed a Compliant Bid as defined in Section 2, above, through the bid evaluation stipulated in 4.b.v., above.; and
 - d. Fulfill any other responsibilities as may reasonably adhere to facilitating the implementation of the Program, subject to the Program Manager's inherent and original role as an organization driven by the deliberated priorities of its constituent member municipalities.
- 5. Roles and responsibilities of the Participating Municipality:** As a Participating Municipality, the **Municipality** agrees to:
- a. Sign the Electric Service Agreement in a timely fashion subject to the conditions that:
 - i. the Competitive Supplier is deemed creditworthy for the duration of the Electric Service Agreement by the Credit Review, or
 - ii. the Competitive Supplier arranges alternative credit terms that are, at a minimum, as secure as those achieved with a creditworthy Competitive Supplier as deemed by the Credit Review, and, in either case
 - iii. such Competitive Supplier's response to the Energy Procurement Request for Proposals is deemed a Compliant Bid as defined in Section 2, above, through the bid evaluation process stipulated in 4.b.v., above.
- 6. Term:** Memorandum of Understanding shall expire on the earlier of November 30, 2018 or the date on which the Electric Service Agreement is signed by all three counterparties to the Electric Service Agreement.
- 7. IN WITNESSETH WHEREOF,** the parties hereto have signed this MEMORANDUM OF UNDERSTANDING on the day and year appearing below their respective signatures.

Village/Town/City of _____

Authorized Official: _____

Signature Printed Name and Title: _____

Address: _____

Telephone(s): _____

E-Mail Address: _____

Address for Notices: _____

Sustainable Westchester Inc

Authorized Official: _____

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Community Choice Aggregation Memorandum of Understanding – Con Ed (accept changes July 30, 2018)

Signature Printed Name and Title:

Address: _____

Telephone(s): _____

E-Mail Address: _____

Address for Notices:

Attachments:

Exhibit 1, Electric Service Agreement

This Memorandum of Understanding is entered into by and between:

Sustainable Westchester, Inc, a New York not-for-profit corporation, and
(The Municipality), a local government member of
Sustainable Westchester, Inc.

1. Background:

- a. In February 2015, the New York Public Service Commission issued an Order for Case 14-M-0564 as follows: “The Petition of Sustainable Westchester is granted to the extent that its municipal members are authorized to undertake a Community Choice Aggregation demonstration project consistent with the discussion in the body of this Order...” ~~(Attached as Exhibit 1.)~~
- b. The PSC subsequently issued an Order for Case 14-M-0224 which authorized Community Choice Aggregation (“CCA”) throughout New York State (the “PSC CCA Order”).
- c. Sustainable Westchester’s Pilot CCA Program (“Sustainable Westchester Pilot CCA Program”) enrolled customers from an initial group of 20 participating municipalities in April 2016. Since then, Sustainable Westchester has enrolled one additional and three other municipalities have obtained permission from the PSC to participate.
- d. For municipalities in the Con Edison utility territory, the Sustainable Westchester Pilot CCA Program will conclude on December 31, 2018.
- e. In compliance with the PSC CCA Order, **The Municipality** has adopted local legislation to enable Community Choice Aggregation and a local resolution expressing the intent to participate in Community Choice Aggregation (“Intent to Participate Resolution”).
- ~~b.f.~~ As a member of Sustainable Westchester in good standing, **The Municipality** wishes to engage the services of Sustainable Westchester as the Program Manager for Community Choice Aggregation for the Operation and Maintenance of the Program.
- ~~e.~~ Sustainable Westchester will serve as Program Manager under the terms of the Electric Service Agreement (attached as Exhibit 2) on behalf of any member municipality that executes the Electric Service Agreement and otherwise qualifies for the Program, thereby creating a new, shared service among the participating cities, towns and villages of Westchester County.

2. Definitions:

- a. **Bundled Customers** – Residential and Small Commercial customers of electricity or natural gas (“fuels”) who are purchasing the fuels from the Distribution Utility.
- b. **Community Choice Aggregation Program or CCA Program or Program**– A municipal energy procurement program, which replaces the incumbent utility as the default Supplier for all Bundled Customers within the Participating Municipality, as defined in the February PSC CCA Order.
- c. **Competitive Supplier:** An entity duly authorized to conduct business in the State of New York as an energy service company (ESCO) that procures electric power and natural gas for Bundled Customers in connection with this CCA Program.
- d. **Compliant Bid:** Electric power supply bid from a Competitive Supplier that meets the requirements specified in this MOU and the Intent to Participate Resolution and

- ESA. Compliant Bid price must be inclusive of fees owed to Program Manager. Compliant Bids meet one of the following criteria and be less than:
- i. the default price is guaranteed to be consistently less than the Distribution Utility price the same period; or Residential accounts: 8.26 cents/kwh
 - ii. the default price is fixed at a level that is less than the average utility price for the same commodity, for the same customer class, over the Preceding Twelve Month Period (as defined below); or Small commercial accounts: 9.06 cents/kwh
 - iii. the default price is at first set at a level that is less than the average utility price for electricity, for the same customer class, over the Preceding Twelve Month Period, and only floats upward by less than twenty-five percent (25%) of the price increases implemented by the utilities
- e. **Electric Service Agreement (ESA):** The Electric Service Agreement an agreement which implements a CCA Program and that contains all the terms and conditions appertaining the energy procurement request published by the Program Manager on behalf of the Participating Municipalities. (Attached as Exhibit 2.) of the program.
- f. **2016 ESA:** The ESA which implemented the Sustainable Westchester Pilot CCA Program during the period from April 2016 to December 31, 2018.
- g. **2019 ESA:** The ESA which will implement Sustainable Westchester CCA Program commencing January 1, 2019 for the Con Ed service territory (attached as Exhibit 1).
- f. **February Order:** February 26, 2015 “Order Granting Petition in Part” issued by PSC in Case 14-M-0564, “Petition of Sustainable Westchester for Expedited Approval for the Implementation of a Pilot Community Choice Aggregation Program within the County of Westchester.” (Attached as Exhibit 1.)
- g-h. **Independent Credit Review:** An assessment of each Competitive Supplier's response by an independent accountant or other qualified consultant that is selected by the Program Manager (as defined below), to be undertaken on behalf of and paid for by the Program Manager. For each Competitive Supplier's response, such assessment will include a determination of (i) the creditworthiness of the Competitive Supplier or adequate documentation of alternative credit arrangement that is at least as secure as a credit-worthy Competitive Supplier, and (ii) compliance with respect to pricing, as outlined in these definitions and in each Intent to Participate Resolution (as defined below).
- h. **Intent to Participate Resolution:** Local resolution adopted by Municipality authorizing their participation in the Program and defining the conditions of that participation (e.g. pricing compliance).
- i. **Distribution Utility:** Owner or controller of the means of distribution of the natural gas or electricity that is regulated by the Public Service Commission in the Participating Municipality.
- j. **Participating Municipality:** A dues-paying municipal member of Sustainable Westchester Inc, which has adopted the applicable local legislation and Intent to Participate Resolution for the Community Choice Aggregation Program.
- k. **Preceding Twelve Month Period:** For purposes of evaluating a Compliant Bid, the most recent twelve month period for which the applicable information is available.
- l-k. **Program Manager:** Sustainable Westchester, Inc, a non-profit corporation of which the Participating Municipality is a member, authorized by the Public Service

Commission per Order for Case 14-M-0564 “to undertake a Community Choice Aggregation demonstration project.”

~~m-1.~~ **Public Service Commission:** The New York State Public Service Commission or the New York State Department of Public Service acting as staff on behalf of the Public Service Commission (PSC).

3. Purpose: The purpose of the Memorandum of Understanding is as follows:

- a. To establish participation by The Municipality (hereafter, the “**Participating Municipality**”) in a Community Choice (Energy) Aggregation Program (hereafter, the “Program”) ~~that will to~~ be managed on its behalf by **Sustainable Westchester, Inc** (hereafter, the “**Program Manager**”), under 2019 ESA which shall have substantially the same terms as those outlined in the attached 2019 ESA Template the terms outlined in the attached Electric Service Agreement (Attached as Exhibit 21). The 2019 ESA Template tracks as closely as possible to the 2016 ESA in its content, with only minor changes to enable administrative streamlining and additional renewable energy options.
- b. To affirm that the Participating Municipality and Program Manager agree to execute the Electric Service Agreement 2019 ESA, subject to the conditions of review and approval outlined in 4(e)(i), 4(e)(ii), 4(e)(iii), 5(a)(i), 5(a)(ii), and 5(a)(iii), outlined below.
- ~~b.c.~~ To affirm that the Participating Municipality and Program Manager agree to adhere to the terms and conditions of the ~~attached Electric Service Agreement~~ 2019 ESA in the event they execute ~~the agreement as outlined in 3(e), below it.~~
- ~~e.a.~~ ~~To affirm that the Participating Municipality and Program Manager agree to execute the Electric Service Agreement, subject to the conditions of review and approval outlined in 4(e)(i), 4(e)(ii), 4(e)(iii), 5(a)(i), 5(a)(ii), and 5(a)(iii), outlined below.~~

4. Roles and responsibilities of the Program Manager: As Program Manager, Sustainable Westchester Inc agrees to perform all duties ~~outlined in the Electric Service Agreement required in the 2019 ESA~~ and, prior to execution of that agreement, Program Manager agrees to:

- a. Provide the involved agencies and parties to the February PSC CCA Order, such as but not limited to the Public Service Commission or Distribution Utility, requested information about and documentation of the actions undertaken by the Participating Municipality in furtherance of enabling participation in the Program;
- b. Manage the energy procurement bidding process including:
 - i. the identification and notification of potential firms seeking to be the Competitive Supplier,
 - ii. the Request for Proposals process from preparation of the content to the publication of the Request and management of firms responding to the Request,
 - iii. the preparation of the Electric Service Agreement that will be included in the Request,
 - iv. the acceptance and secure opening of the responses to the Request, and
 - v. the organizing ~~and procuring of the Independent~~ of Credit Review and bid evaluation,

all in a manner that is transparent to the Participating Municipality and firms seeking to be the Competitive Supplier;

Community Choice Aggregation Memorandum of Understanding – Con Ed (redline July 16, 2018)

- c. Sign the ~~Electric Service Agreement~~2019 ESA in a timely fashion subject to the conditions that:
- i. the Competitive Supplier is deemed creditworthy for the duration of the Electric Service Agreement by the Independent Credit Review, or
 - ii. the Competitive Supplier arranges alternative credit terms that are, at a minimum, as secure as those achieved with a creditworthy Supplier as deemed by the Independent Credit Review, and, in either case
 - iii. the Competitive Supplier's response to the ~~Energy Procurement~~ Request for Proposals is deemed a Compliant Bid as defined in Section 2, above, ~~by an Independent Review through the bid evaluation stipulated in 4.b.v., above.~~; and
- d. Fulfill any other responsibilities as may reasonably adhere to facilitating the implementation of the Program, subject to the Program Manager's inherent and original role as an organization driven by the deliberated priorities of its constituent member municipalities.

5. Roles and responsibilities of the Participating Municipality: As a Participating Municipality, the Municipality agrees to:

- a. Sign the Electric Service Agreement in a timely fashion subject to the conditions that:
- i. the Competitive Supplier is deemed creditworthy for the duration of the Electric Service Agreement by the Independent Credit Review, or
 - ii. the Competitive Supplier arranges alternative credit terms that are, at a minimum, as secure as those achieved with a creditworthy Competitive Supplier as deemed by the Independent Credit Review, and, in either case
 - iii. such Competitive Supplier's response to the ~~Energy Procurement~~ Request for Proposals is deemed a Compliant Bid as defined in Section 2, above, through the bid evaluation process stipulated in 4.b.v., above. by the Independent Review.
6. **Term:** Memorandum of Understanding shall expire on the earlier of ~~April~~November 30, 20187 or the date on which the Electric Service Agreement is signed by all three counterparties to the Electric Service Agreement.
7. IN WITNESSETH WHEREOF, the parties hereto have signed this MEMORANDUM OF UNDERSTANDING on the day and year appearing below their respective signatures.

Village/Town/City of

Authorized Official: _____

Signature Printed Name and Title: _____

Address: _____

Telephone(s): _____

E-Mail Address: _____

Address for Notices: _____

Sustainable Westchester Inc

Authorized Official: _____

Signature Printed Name and Title: _____

Community Choice Aggregation Memorandum of Understanding – Con Ed (redline July 16, 2018)

Address: _____

Telephone(s): _____

E-Mail Address: _____

Address for Notices: _____

Attachments:

~~Exhibit 1, Public Service Commission Order for Case 14-M-0564 (February 2015)~~

Exhibit 12, Electric Service Agreement

WESTCHESTER
COMMUNITY FOUNDATION



RECEIVED

Westchester Community Foundation
210 North Central Avenue, Suite 310
Hartsdale, New York 10530
Tel: (914) 948-5166 Fax: (914) 948-5197
www.wcf-ny.org

JUL 9 2018

TARRYTOWN VILLAGE
ADMINISTRATOR

June 28, 2018

Mayor Drew Fixell
Village of Tarrytown
One Depot Plaza
Tarrytown, New York 10591

Dear Mr. Fixell:

It is my pleasure to inform you that a grant of \$10,000 has been authorized, effective immediately, to Jazz Forum Arts in support of the free summer concert series in the village. A copy of my letter to Mark Morganelli is enclosed for your information.

It is my understanding that the Village of Tarrytown has agreed to administer the funds for Jazz Forum Arts.

You will note in my letter to Mr. Morganelli that a fiscal accounting of grant expenditures is to be submitted to us with the final report due September 21, 2018. It is understood that any funds not used for the purposes described in these letters will revert to the Westchester Community Foundation.

This grant is subject to financial audit upon our notification during or immediately following the grant period. A separate bank account is not required, but it is necessary that a separate accounting of this grant be maintained.

The grant will be given in one payment of \$10,000. A check will be issued shortly after we received the complete signed original of this letter, as well as the signed original of the grant award letter addressed to Mr. Morganelli.

We appreciate your assistance in the administration of this grant.

Sincerely,



Laura Rossi
Executive Director

AFFIRMED AND ACCEPTED:

VILLAGE OF TARRYTOWN

By: _____

Title: _____

Date: _____

WESTCHESTER
COMMUNITY FOUNDATION



Westchester Community Foundation
210 North Central Avenue, Suite 310
Hartsdale, New York 10530
Tel: (914) 948-5166 Fax: (914) 948-5197
www.wcf-ny.org

June 28, 2018

Mr. Mark Morganelli
Executive Director
Jazz Forum Arts
1 Dixon Lane
Tarrytown, NY 10591

Dear Mr. Morganelli:

It is our pleasure to inform you that the Board of Advisors of the Westchester Community Foundation has approved a one-year grant of \$10,000 to Jazz Forum Arts for support of 16 free summer concerts in 2017, per your proposal dated March 19, 2018. The source of this grant is the Arnold E. and Olga C. Feldman Fund. Expected grant results are the following:

During July and August of 2018, Jazz Forum Arts will present:

- Eight free jazz concerts featuring emerging and established musicians at Lyndhurst from July 5 to August 23 for at least 700 people per concert; and
- Eight free concerts at Pierson Park from July 6 to August 24 for at least 250 people per concert.

This grant is to be used as stated above. Any funds not expended for that purpose must revert to The Westchester Community Foundation.

Our grant will be transmitted through the Village of Tarrytown as funds administrator for the Jazz Forum Arts. A copy of our letter to Mayor Drew Fixell is enclosed for your information.

The grant will be given in one payment of \$10,000 and a check will be issued shortly after we receive the signed original of this letter and the letter to the Village of Tarrytown as funds administrator. Please keep a copy of this letter for your files. Please note that any proposed changes to the budget or project must be submitted in writing and approved by Foundation staff.

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Please credit the Westchester Community Foundation for our support in any publicity about this grant and send us a copy of the results. Please use the paragraph on the attached sheet as the final paragraph in your press release. We would like to add a link to your website and also ask you to include a link to ours. Also included is suggested language for your Twitter account or Facebook page.

We request that a Final Report be submitted to us by September 21, 2018. Please mark your calendar, as you will not receive any further notice. Forms can be downloaded from our website: www.wcf-ny.org. Please note that reports are an integral part of our monitoring and evaluation process; release of any future payment or review of any future grant request will be contingent on our receipt and satisfactory review of the information provided.

We wish you success in developing this project.

Sincerely,



Laura Rossi, Esq.
Executive Director

Enc.

AFFIRMED AND ACCEPTED:

JAZZ FORUM ARTS

By: _____

Title: _____

Date: _____

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LOCAL LAW ____ - 2018

To amend Chapter 220 of the Tarrytown Village Code, to add the block of Main Street, between White Street and Windle Park, to Chapter 220-2

Section 1. Be it enacted by the **Board of Trustees of the Village of Tarrytown** as follows (Language in **Bold and Underlined** to be added, language in ~~**Strikethrough and bold and underlined**~~ to be deleted):

Section 2. Chapter 220, Parking System, Residential, Section 220-2 is hereby amended in subsection C. to read as follows:

§ 220-2. Parking system established.

[Amended 1-18-2000 by L.L. No. 1-2000]

A residential parking permit system is hereby established:

A. Within the Miller Park neighborhood of the Village of Tarrytown, which shall mean that area generally bounded on the easterly side by South Broadway; on the northerly side by Franklin Street; on the westerly side by Franklin Courts and the Metro-North Commuter Railroad tracks; and on the southerly side by Church Street.

B. On Hamilton Place.

C. Within the Northwest Boundary Parking District, which shall include White Street; Cottage Place; Wildey Street, from Central Avenue to North Washington Street; Mechanic Avenue; Linden Place; Wood Court; Hanford Place; Central Avenue, from Wildey Street to North Washington Street; **Main Street on the south side from Windle Park to White Street;** Windle Park; and Storm Street.

Note: For reference, Section 220-4 already sets the hours when permits are required for this zone between the hours of 8 a.m. to 4 p.m., Monday through Friday.

Section 3. Severability

If the provisions of any article, section, subsection, paragraph, subdivision or clause of this local law shall be judged invalid by a court of competent jurisdiction, such order of judgment shall not affect or invalidate the remainder of any article, section, subsection, paragraph, subdivision or clause of this local law.

Section 4: Effective Date

This local law shall take effect immediately upon filing in the office of the New York State Secretary of State in accordance with Section 27 of the Municipal Home Rule Law.

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Kathy Deufemia

From: Richard Slingerland
Sent: Monday, August 06, 2018 5:08 PM
To: Kathy Deufemia
Cc: Drew Fixell (external); Dan Pennella
Subject: FW: Urgent response needed to US Army Corps flood control proposals
Attachments: Resolution on US ACOE Storm Management Proposals 8-3-2018.docx

Kathy:

Please put this on the Work Session as an Action Item.

Rich

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: Trustee Daniel Lemons <trusteelemons@hastingsgov.org>
Sent: Monday, August 6, 2018 4:51 PM
Subject: Urgent response needed to US Army Corps flood control proposals

I write as an elected official in a Hudson River shoreline community, asking your town or village board to consider adopting a resolution in the spirit of the one I have attached, and which I will bring to the Hastings Board of Trustees tomorrow evening.

I'm sure you are aware of the US ACOE proposal options which were rolled out a month ago. The comment period on these plans ends on August 20. Among other issues, we are asking the ACOE to extend the comment period by 90 days. River Keeper, Scenic Hudson and other river organizations are also making that request.

At this point there are many gaps in the data that would support an environmentally sustainable and effective approach to controlling coastal flooding and more time is needed to comment on the plans so far put forward, and to study any of them that are selected.

I hope your board will be able to consider adopting a resolution and conveying it to the US ACOE by the current August 20 deadline for comments.

If you are not familiar with the US ACOE proposals its information is at the project website:

<http://www.nan.usace.army.mil/Missions/Civil-Works/Projects-in-New-York/New-York-New-Jersey-Harbor-Tributaries-Focus-Area-Feasibility-Study/>.

For additional information and an independent point of view, one useful site is at RiverKeeper:

<https://www.riverkeeper.org/blogs/ecology/storm-surge-barriers-for-ny-harbor-threaten-life-of-the-hudson-river/>

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Thank you for your consideration.

Daniel Lemons
Trustee
Village of Hastings-on-Hudson

Reply to: trusteelemons@hastingsgov.org

**RESOLUTION IN OPPOSITION TO PROPOSED PLANS FOR COASTAL
STORM RISK MANAGEMENT WITHOUT SUFFICIENT STUDY OR
COMMUNITY PARTICIPATION**

- WHEREAS from July 9 through July 11, 2018, the U.S. Army Corps of Engineers (US ACOE) held public meetings for the first and only time regarding its "Coastal Storm Risk Management" study (CSRM) for New York Harbor and the Hudson Valley; and
- WHEREAS four of the ACOE's proposed alternative plans (2, 3A, 3B and 4) involve outer and inner harbor barriers that almost entirely block either the Hudson River or major New York Harbor tributaries during storm events and would alter river and tributary flow patterns at all times; and
- WHEREAS two of the ACOE's alternatives propose barriers (2 and 3A) that would entirely close off the harbor and river from the Atlantic during storm events and would alter river and tributary flow patterns at all times; and
- WHEREAS the proposed barriers could impede the estuary's tidal flow, contaminant and sediment transport, and migration of fish, and impede the tidal "respiration" of the river; and
- WHEREAS over time, the barriers have the potential to 1) significantly restrict migrations of striped bass, Atlantic sturgeon, herring, shad, eel and other species essential to the Hudson estuary, 2) prevent the ocean tide from flushing NY Harbor, and 3) inhibit rainstorm flood waters like those during Irene and Lee in 2011 from leaving the Hudson.; and
- WHEREAS open tidal exchange is essential to move sediment and flush contaminants and if tidal exchange is restricted, the harbor could require much more dredging to maintain shipping channels. Sewage and other contaminants could flush to the ocean more slowly, resulting in more pollution for our already contaminated harbor and river; and
- WHEREAS proposed alternative #5 – described as "Perimeter-only" and relying entirely on shoreline-based floodwalls and levees - is the only scenario presented so far that may protect low-lying communities from storm surge from storms like Irene, Lee and Sandy, while leaving our rivers to continue to flow naturally; and
- WHEREAS, the proposed plans with in-water barriers do not account for climate change and do nothing to help communities adapt to sea level rise; and
- WHEREAS, insufficient scientific data is available to fully understand the consequences of altering Hudson River flow with permanent barriers; and
- WHEREAS, the public comment period has been set for only five weeks during peak summer vacation times when many residents are away and not easily informed about this major set of proposals; and
- WHEREAS Scenic Hudson, Riverkeeper, and many others have voiced their concern and

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opposition to storm risk management approaches that could severely compromise the health of the Hudson River and its tributaries; and

WHEREAS The Village of Tarrytown's Comprehensive Plan and Draft LWRP acknowledge the importance of the Hudson River to the community, including the views, passive recreational uses, active boating uses, and view corridors enjoyed by thousands; therefore

BE IT RESOLVED that the Board of Trustees of the Village of Tarrytown does hereby register its strongest possible opposition to proposed plans 2 and 3A, and asks that they be removed from further consideration; and be it further

RESOLVED that the Board of Trustees of the Village of Tarrytown does hereby register its support for further studies to ensure that shoreline-based measures such as Alternative 5, described as "Perimeter Only", would in fact protect New York Harbor and the Hudson Valley from flooding; and be it further.

RESOLVED that further planning to manage the risk of coastal storm damage take into account the impact of climate change and its impact on sea level rise; and be it further

RESOLVED that the public comment period be extended by 90 days to allow for full public understanding and response to the US ACOE proposals; and be it further

RESOLVED that this resolution be distributed to Nancy J. Brighton, Chief, Watershed Section, US ACOE, Senator Chuck Schumer, Senator Kristen Gillibrand, Congresswoman Nita Lowey, Congressman Eliot Engel, Governor Andrew Cuomo, Secretary of State Rossana Rosado, Senator Andrea Stewart-Cousins, Assemblyman Thomas Abinanti