

***VILLAGE OF TARRYTOWN  
BOARD OF TRUSTEES  
WORK SESSION – 6:15 P.M.  
WEDNESDAY, SEPTEMBER 27, 2017  
TARRYTOWN VILLAGE HALL  
ONE DEPOT PLAZA, TARRYTOWN, NY***

6:15 p.m. to 7:15 p.m. Comprehensive Plan Update – Status Discussion with the Board of Trustees, with the Comprehensive Plan Update Committee, Consultants and Project Staff

Open Session – 7:15 p.m.

Special Meeting Action Items:

- A. Appointment of Parks Foreman
- B. Appointment of Police Sergeants (2)
- C. Appointment of Police Detective

Work Session Discussion Items

1. NYCOM Proposal to Preserve Federal Deductibility of State and Local Taxes
2. Proposal for amending the Leaf Blower Ban legislation to make owners of green businesses responsible for their employees using leaf blowers during banned months
3. Proposal for Phase VII Water System Improvements – Engineering Services Proposals
4. Proposal for Losee Park Bulkhead Work – Engineering Services Proposals
5. Bond Reduction Request for Wilson Park - Toll Brothers Development to \$60K
6. Updated tree work permit from the Tree Committee
7. Parking sign language corrections/changes related to Lots A through G
8. Boating – Suggested Change to Village Code for boating at Tarrytown Lakes
9. Boating Fee discussion
10. ArtsWestchester Decentralization grant
11. Fire Department Membership Changes

Executive Session:

Fitness Center Contract

# ***VILLAGE OF TARRYTOWN***

## ***INTERNAL MEMORANDUM***

To: Mayor Fixell and the Board of Trustees

From: Richard Slingerland, Village Administrator

Date: September 22, 2017

Re: Work Session Agenda and Items, September 27, 2017

**Comprehensive Plan Update to the Board of Trustees** – The Comprehensive Plan Committee Chairs David Aukland and Joan Raiselis, along with Planning Consultant Justine Shapiro Klein and Project Manager Bill Brady will be attending the Work Session to brief the Board on what has been accomplished to date, and the next steps and goals over the upcoming one to two months. Upcoming meetings include a “Five Board” meeting on October 3, 2017, with the Planning Board, Zoning Board of Appeals, Architectural Review Board, TEAC and Tree Commission, and the next Comp Plan Public Workshop planned for the first Sunday in November.

1. **NYCOM Proposal to Preserve Federal Deductibility of State and Local Taxes** – The Village recently received a communication from NYCOM, noting that there is a serious debate in Washington, DC, about the future deductibility of State and Local Taxes (SALT) when filing Federal taxes. This would have huge consequences on taxpayers based on our tax structure in New York State. It is important to note that the State of New York has always been identified as a “donor state”, contributing vastly greater amounts into the Federal coffers than are received or utilized in New York State. Therefore it is recommended by NYCOM to adopt a resolution asking Congress not to overturn this existing tax mechanism.
2. **Proposal for amending the Leaf Blower Ban legislation to make owners of green businesses responsible for their employees using leaf blowers during banned months** – After holding a recent meeting with a resident about amending the leaf blower ban, which is

still under review, a quick recommendation was made to amend the Code so that the owners of “Green Businesses” are required to prevent the use of gas-powered leaf blowers during the seasonal ban from June 15 through September 15, or face receiving a violation themselves. This is important to note, because the green business workers are often using tools and equipment to maximize the speed with which they complete their work, at the direction of the business owners. Therefore it is our position that the owners should be held more responsible, which this Code change would enact.

**3. Proposal for Phase VII Water System Improvements – Engineering Services Proposals**

– The village is awaiting proposals from engineering firms for the Phase VII water system improvements. It is our request and goal for the Board to be able to award these services, pending their being received in the near future, at the October 2<sup>nd</sup> Board Meeting.

**4. Proposal for Losee Park Bulkhead Work – Engineering Services Proposals** – As the Village has received notification that we are having the funding for dredging along the Tarrytown waterfront withdrawn, the Village is pursuing another key improvement along the waterfront at Losee Park. At present, we are working with funding from the State and County with some match from the Village to improve the segment of the RiverWalk through Losee Park. We have also received a grant from the State Community Benefit Fund to replace and upgrade the field lights at Losee Park with new LED lights and modern poles to improve lighting, safety and playability at Losee Park. During our reviews at the park, it was noted that the bulkhead at the south-west corner of the park is in severely deteriorated condition. We are in the process of applying for a new grant to replace this bulkhead, which would allow us to repair and rehabilitate the bulkhead before the RiverWalk work is done, preventing its later destruction and damage during later construction.

**5. Bond Reduction Request for Wilson Park - Toll Brothers Development to \$60K** – Please see the attached letter of bond reduction request from Toll Brothers, which is concurred with by the Building Department.

6. **Updated tree work permit from the Tree Committee** – the Tree Committee had previously passed along changes and updates to the Tree Permit, which has been determined to be outdated and unclear. The changes to the permit on the table are deemed to be simply an update and clarification to the form, with no changes in policy or regulation.
7. **Parking sign language corrections/changes related to Lots A through G** – The Mayor and members of the Police Department have been working on language for the parking signs in Lots A through G. The Police Chief, Lieutenants, Mayor and I will be meeting to further fine-tune the language with some minor changes to the Village Code, prior to adoption by the Board. The attached are the latest versions of those signs, for the Board's review and discussion.
8. **Boating – Suggested Change to Village Code for boating at Tarrytown Lakes** – during the discussion about allowing boating up at the Tarrytown Lakes, the Police Department determined that there is nothing presently in law to require compliance and a boating permit for properly authorized persons to be boating up at Tarrytown Lakes, or face a violation or fine. This proposed Code change makes it local legislation and will allow the Police Department to enforce it.
9. **Boating Fee discussion** – Upon discussion about the recently enacted boating fee with Paul Keppler of the Lakes Committee, it was conveyed to me that the fee is very high. Mr. Keppler has asked the Board to reconsider the \$50 per year fee. It is suggested that the present fee would be paid by permitted boat, and should include the registered users per family, per boat, so that the \$50 fee does not apply to all boaters. This had not previously been discussed or considered.
10. **ArtsWestchester Decentralization grant** – Janet Langsam, CEO of ArtsWestchester, recently circulated information about an Arts Alive Arts Decentralization Grant. This establishes the 2018 Arts Alive grant program, which is presently open, with a deadline of October 4, 2017. We wanted to discuss this with the Board and explore possible project ideas.

## Richard Slingerland

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**Subject:** FW: Help NYCOM Fight to Preserve Deductibility of Local Taxes  
**Attachments:** SALT Mayor TPs.docx; Sample Resolution Opposing Elimination of the SALT Deduction.docx

**From:** Peter Baynes  
**Sent:** Monday, September 11, 2017 10:42 AM  
**To:** Peter Baynes  
**Subject:** Help NYCOM Fight to Preserve Deductibility of Local Taxes

To: Mayors, Managers and Administrators

From: Peter A. Baynes, NYCOM Executive Director

Re: Fighting to Preserve Deductibility of Local Taxes

As you may be aware, a serious debate is underway in Washington regarding the future of the deductibility of local (and state) taxes when filing federal income taxes. The century-old deduction for state and local taxes ("SALT") is heavily utilized by residents of New York State. Approximately 3.2 million New Yorkers claim their state and local taxes as deductions on their federal tax returns, with an average deduction of \$7,182. Notwithstanding our reliance on this longstanding deduction, New York remains a "donor state," with our residents paying more into the federal treasury than we receive back in federal funding.

I am writing you to make sure you know that the threat to the SALT deduction is very real and the time is now for all New Yorkers, including our municipal officials, to fight to kill any federal tax reform, like this, that would lead to double taxation as you would be paying federal income taxes on the taxes you pay to state and local governments.

Few question the need for reforming the federal tax code to make it fairer, simpler and less burdensome. However, we cannot and will not accept federal cost shifts onto municipal governments, who work within a lean and balanced budgetary system. At the heart of federalism is the state and local tax deduction, which allows local governments the flexibility to raise revenues as they need without concerns of double taxing their residents. This fundamental intergovernmental relationship must remain in place.

I ask you to do the following as soon as possible:

- **CONTACT YOUR REPRESENTATIVE:** Call and write your Member of Congress, making the case for retaining the SALT deduction and, if they haven't already, asking them to go on record opposing elimination of this deduction. If they are on record in opposition to repealing SALT, thank them for their support.
- **ADOPT RESOLUTION:** Have your city council or village board adopt at their next meeting the attached resolution opposing the elimination of the federal deduction for state and local taxes.

I have also attached a series of talking points on this issue to assist you in communicating with your Member of Congress. Additional background information can be found here:

<http://www.usmayors.org/wp-content/uploads/2017/07/SALT-Final-Report.pdf>

If you have any questions or can provide feedback on your conversations with your Representative, please email me or call me at the NYCOM offices, 518-463-1185. Thank you for your support on this extremely important issue.

## Don't take the State and Local Tax (SALT) Deduction away from New Yorkers

### Talking Points for Mayors and Municipal Leaders

If Congress votes to take away taxpayers' state and local tax deduction, millions of families in New York will be hit with a "one-two punch" of higher taxes and lower home values. This will harm city and village bottom lines and hurt our ability to provide key services.

### Key Data Points:

- In New York, 34% of taxpayers claim this deduction, with an average deduction of \$7,182.
- The state and local tax deduction is claimed by taxpayers across the income spectrum:
  - Nationally, 56% of tax filers with incomes between \$75,000 and \$200,000 use the state and local tax deduction.
  - And 87% of the tax filers who claim the deduction have income under \$200k.

### Local governments will be hit hard:

- If Washington takes away this deduction, local governments will face the consequences: If we reduce local taxes to make up for the federal tax increase, it would have a devastating impact on the services on which our constituents depend.
- It would likely require cuts to essential services, including emergency responders, infrastructure, education and more.

### Long-term harm to housing market:

- Eliminating this deduction will have long term consequences for the economic health and vitality of our neighborhoods. The State and Local Tax Deduction, along with the Mortgage Interest Deduction, are vital incentives for homeowners. Taking away those deductions will hurt homeowners and cause a shock to the housing market.
- Home sales would decline and home values would soon follow – only further eroding our tax base and reducing the wealth of millions of families.

### Ask your Representative:

- Are you opposing, or will you oppose eliminating the State and Local Tax Deduction?
  - If Representative agrees to oppose elimination of the SALT Deduction:
    - Thank You!
    - Will you publicly express your opposition to eliminating the SALT Deduction as part of any tax reform proposal and urge colleagues to join you in protecting local governments and taxpayers?
  - If Representative is not committed to oppose elimination of the SALT Deduction:
    - Consider the impact that eliminating this deduction will have on taxpayers in communities like ours. I will send you some materials about the harm that eliminating this deduction will have, and I would like to follow-up with you once you have had a chance to review them.

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**SAMPLE RESOLUTION  
OPPOSING ELIMINATION OF THE  
DEDUCTIBILITY OF STATE AND LOCAL TAXES**

WHEREAS Congress is giving serious consideration to eliminating the federal income tax deduction for state and local taxes;

WHEREAS this deduction, which has been in place for more than 100 years, is heavily utilized by residents of our community and our State;

WHEREAS New York residents already pay more into the federal treasury than the federal government returns to New York;

WHEREAS the state and local tax deduction is a fundamental principle of federalism and without it our residents would be faced with double taxation as they would be forced to pay federal income taxes on the taxes they pay to state and local governments;

WHEREAS this federal cost shift onto local governments would place extreme pressure on municipal budgets, including diminished revenue for essential local government investments, including public safety and public infrastructure; and

WHEREAS increased federal taxation and reduced municipal services will harm our local housing market, decrease home values and erode our local tax base,

NOW THEREFORE BE IT RESOLVED THAT the [insert name of municipality] expresses its strong opposition to any tax reform proposal that would eliminate the State and Local Tax (SALT) Deduction and urges Representative [insert name of Member of Congress] to join us in publicly opposing any such proposal.

TARRYTOWN POLICE DEPARTMENT  
OFFICE MEMORANDUM

**DATE:** September 11, 2017

**FROM:** Lt. Budnar

**TO:** Chief Barbelet

**CC:** Lt. Daly

**SUBJECT:** Village Code Change: Additional Restriction

**Currently the Village code reads as follows (amendment request in underlined italic print):**

§ 205-3.1. Seasonal ban on gas-powered leaf and garden blowers. [Added 5-5-2008 by L.L. No. 8-2008]

- A. The operation of a gasoline-powered leaf and garden blower is prohibited from June 15 through September 15 of each year and on Saturdays, Sundays and holidays during the period September 16 through June 14 each year. Person(s) who own or rent a one to three-family home, who are using the gasoline-powered leaf and garden blowers at the home where they reside, are exempt from the provisions of this section. During times of emergency caused by a storm, the Village Engineer may declare a temporary moratorium on the operations of this provision. [Amended 9-20-2010 by L.L. No. 16-2010]
- B. The Village Engineer may, in his discretion and upon application, grant temporary special permits for the temporary operation of gasoline-powered leaf and garden blowers otherwise subject to this section to accommodate special circumstances, including but not limited to the cleanup of temporary work sites, and shall charge and collect a fee of \$35 for each permit so granted.



**The proposal for the addition to the code would read as follows:**

*C. No owner of a Green Industry Company shall cause or permit the operation of a gasoline-powered leaf or garden blower from June 15 through September 15 of each year or on Saturdays, Sundays or holidays during the period September 16 through June 14 each year.*

The reason for this proposed change is to increase accountability of company owner's and encourage effective oversight of the current Village Code.

# Water System Phase III

planning &  
engineering  
services

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Proposals are  
due 9/26/17

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A memo will be  
circulated to the  
Board 9/26/17

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## Richard Slingerland

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**From:** Richard Slingerland  
**Sent:** Wednesday, September 13, 2017 10:43 PM  
**To:** Rao, Matthew; Paschalis, George  
**Cc:** Drew Fixell; Dan Pennella; Jim Hart; Curtis Velsor; Ken Keltai; 'abz1@westchestergov.com'; harbormaster01@yahoo.com  
**Subject:** dredging grant and bulkhead grant

Dear Mr. Rao and Mr. Paschalis:

Good evening. Please note that the Village of Tarrytown would like to officially withdraw our grant for the dredging work to accommodate the fireboat, due to the need to revise all of the paperwork, and the time frame involved. Our dredging permit(s) allows us only to work during restricted calendar days, only between July 31 and November 15, due to environmental and species concerns in the Hudson River. While we can easily work with you to submit a revised application for the grant, and can work with the State to obtain an extension for the USACE and DEC permits, we will not be able to publicly bid the work, establish a location for the disposal of the spoils, and get all required work done and monies expended before November 15, 2017, which is the time limitation due to the need to spend the monies from the Community Benefit fund by June 30, 2018.

Therefore, I would like to work with you all to submit a new application for bulkhead repair/remediation work, along Losee Park, right by the kayak launch, which is the prime viewing location of the Mario Cuomo Tappan Zee Bridge, and is a key view-scape from the bridge.

The issues at hand are that the Village is presently working to implement significant improvements to Losee Park (estimated to cost between \$500,000 and \$700,000), including the installation of a portion of the Hudson RiverWalk along Losee Field, with funding in part from a Westchester County grant, along with the major improvements and full replacement of the outdated Losee Field ballfield lights (estimated to cost approximately \$650,000) funded by a \$300,000 grant from the New NY Bridge Community Benefit Fund.

The need to replace the corner of bulkhead by the Tarrytown Kayak Launch is based on the following facts:

- A. Since the Village is presently working on the design of the new Losee Field RiverWalk, it came to our attention that the south-western-most corner of the park is defined by steel sheet-piling bulkhead that has reached the end of its useful life and is in need of replacement. The approximate length beginning near the kayak launch to the outer corner, and then the outermost corner extending to a bend in the bulkhead, is approximately 250 to 260 linear feet. This section of bulkhead has been battered by years of impacts from open water, as well as decades of increased salinity due to road salts used for deicing along local and regional roads, including the Tappan Zee Bridge. It is important to note that rest of the bulkhead, which is further away from the bridge, runs closer to the mainland and is a longer straight section of bulkhead from the inner-most corner heading up to the commuter lot, is not heavily rusted, or damaged, or experiencing as much section-loss.
- B. The estimated cost for replacing this approximately 250 to 260 linear feet of bulkhead is roughly estimated to cost \$2,500 per linear foot, or between \$625,000 and \$650,000.
- C. A grant of \$300,000 is requested for approximately half the cost, because this will protect the new section of Hudson RiverWalk, as well as protect Losee Park as a highly utilized ballfield and recreational area, after the new lights are installed. The total investment in the park is approaching two million dollars (\$2,000,000).
- D. The area in need of repair is a key overlook point to view the Mario Cuomo Tappan Zee Bridge, and as part of the design for the RiverWalk, we plan to improve the area with a plaza and benches, picnic tables, and barbecue grills, so that it can serve as a congregation point for recreational purposes and so that people can enjoy the beautiful views of the River and the new bridge.
- E. This is a key point in time, because if the Village can obtain the grant and the permits for this work, and perform the repair so that new sheet piling can be installed before this section of RiverWalk is constructed, it will help us to protect the newly constructed area for a few decades, and it will help the Village avoid and prevent damage to

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the RiverWalk by getting the bulkhead repair performed beforehand, not after the RiverWalk improvements have been performed.

We respectfully request the State's permission to submit a complete grant application for \$300,000, to be matched by at least \$300,000 from the Village for expenses related to engineering, design, permitting and construction costs, to install a new bulkhead of approximately 250 to 260 linear feet in length, along the line where existing bulkhead exists, which is approximately 75 to 100 feet from the kayak launch, to replace the existing rusting and salt-damaged bulkhead, which will protect new installations and park improvements funded by the Village of Tarrytown, Westchester County and New York State.

Respectfully submitted,

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](mailto:rslingerland@tarrytowngov.com)



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Arts, Recreation and Entertainment  
Ports, Coastal and Waterfront  
Real Estate Development  
Public Infrastructure  
Transportation  
Government  
Healthcare  
Education  
Industrial  
Energy

September 22, 2017

Village of Tarrytown  
One Depot Plaza  
Tarrytown, New York 10591

Attn: Mr. Richard Slingerland  
Village Administrator

Email: [rslingerland@tarrytowngov.com](mailto:rslingerland@tarrytowngov.com)

Re: Waterfront and Marine Engineering Services  
Losee Park Bulkhead Reconstruction  
Tarrytown, New York

### PROPOSAL 171218.00

Dear Mr. Slingerland,

The McLaren Engineering Group (McLaren) is pleased to submit this proposal to provide professional Waterfront and Marine Engineering Services for the proposed reconstruction of the Losee Park Bulkhead located in Tarrytown, New York. The Village of Tarrytown has identified the need to repair, replace, or reconstruct the existing bulkhead and shoreline stabilization at the south end of Losee Park as part of proposed upland improvements and extension of the Hudson River Walk at the site.

McLaren will provide engineering services to include the inspection, design, environmental permitting and construction administration for structural repairs to the existing bulkhead located along the Hudson River at the south end of Losee Park. McLaren has previously performed similar scopes of work for the Village of Tarrytown for Pierson Park and Losee Park. The services outlined below are based upon the site meeting attended by representatives of the Village of Tarrytown and McLaren on September 13, 2017 along with subsequent correspondence regarding this scope of work.

#### PHASE 1 – SITE INVESTIGATION

McLaren will review all available existing documents for the project site before performing the site investigation. This will include the review and research of the original construction drawings, dredging history, hydrographic and topographic surveys, inspection reports, maintenance and inspection programs, existing permits, environmental studies and other historical information that will be beneficial in determining the existing characteristics and condition of bulkhead and shoreline. McLaren will also reference the hydrographic and topographic surveys and construction documents developed by McLaren for the kayak launch and adjacent shoreline improvements at the southern limit of Losee Park.

Offices: New York, Maryland, Florida, Connecticut, California, Pennsylvania, Georgia

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South Carolina • Tennessee • Texas • Trinidad & Tobago • Utah • USVI • Vermont • Virginia • Washington • West Virginia • Wisconsin • Wyoming

#### M.G. McLaren P.C.

100 Snake Hill Road  
West Nyack, NY 10994  
Phone (845) 353-6400

e-mail: [mgmclaren@mgmclaren.com](mailto:mgmclaren@mgmclaren.com)  
On the web: [www.mgmclaren.com](http://www.mgmclaren.com)

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McLaren will perform a two (2) day inspection of the existing bulkhead and shoreline stabilization. The investigation will be performed by a three (3) person crew and all accessible above water and underwater portions of the site will be inspected. The full length of the bulkhead (approximately 1,000 linear feet) will be reviewed and the observed conditions and deficiencies will be recorded.

Once the inspection is complete, McLaren will prepare a report that describes the existing condition of the bulkhead and notes the observed deficiencies. The issued report will include repair recommendations and associated conceptual design sections for the southernmost approximately 250 linear feet section of bulkhead and shoreline stabilization. A minimum of three (3) repair recommendations will be included in this report. Recommendations will likely include localized repair of the existing steel sheet pile, partial replacement, or full replacement of the existing bulkhead with similar construction. McLaren assumes the repair design will only include alternates using new cantilevered steel sheet pile, new anchored steel sheet pile, new rip rap shoreline stabilization or combinations of these systems. Significant deviations from this repair scope may require additional effort and design fee. A rough order of magnitude cost estimate will be included for each recommended repair alternative.

If exiting geotechnical information is not available for the project site, soil borings or additional geotechnical investigations may be required. If required, McLaren can provide a proposal to assist with the development of the geotechnical investigations and field oversight as needed.

During this phase, McLaren will also attend one (1) meeting with the Village of Tarrytown to review the final inspection report and discuss our findings and recommendations. It is anticipated that a preferred repair alternative will be identified and selected shortly following this meeting.

## **PHASE 2 – ENVIRONMENTAL PERMITTING**

After a preferred repair alternative has been identified, McLaren shall commence with the pre-permitting tasks. Early coordination with the regulatory agencies is essential for a timely regulatory review and permit issuance. McLaren will develop the necessary permit application documents based on the selected repair recommendations as described above. These documents include a concise project narrative, location maps and site drawings. McLaren will present this information through correspondence with the regulatory agencies prior to submission of the permit application to ensure an efficient review and approval for the proposed work. McLaren does not anticipate the need for a pre-application meeting with the regulatory agencies. Should such a meeting be requested by the agencies, the Owner, or otherwise be determined to be advantageous to do so, McLaren's attendance at the meeting can be performed upon authorization by the Owner and billed at hourly rates listed below.

McLaren has extensive experience in waterfront permitting and coordination with the environmental regulatory agencies. To comply with Federal, State and Local environmental regulations, a USACE/NYS DEC Joint Permit Application Package will be prepared to include the following:

- Permit application forms including: USACE/NYS DEC Joint Permit Application form, Short Environmental Assessment form, NYS DOS Coastal Consistency form;
- Project Narrative to include description of the site, proposed work, potential adverse effects, and construction requirements;
- Location maps, charts, and aerial photos;



**M.G. McLaren, P.C.**

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- Permit drawings depicting the existing site and proposed site. The drawings will include schematic details of the work to be performed and site plans depicting footprints for any proposed changes to the marina;
- NOAA Fisheries EFH Assessment Worksheet for Federal Agencies (if necessary).

McLaren will develop the permit application package as a Final Draft for Owner review prior to agency submission.

McLaren will also serve as technical support for the administration of the permitting process in the event the regulatory agencies request additional information. McLaren includes a total of two (2) responses to such request to assist in approval in a timely and advantageous fashion. Where possible, McLaren will combine comments received simultaneously by different agencies into a single response addressing all concerns in an effort to expedite this process.

### **PHASE 3 – CONSTRUCTION DOCUMENTS**

In this Phase, McLaren will develop the Bid and Construction Documents. McLaren will provide two (2) submissions to the Village of Tarrytown, which will include 85 percent Design Documents and Final 100 percent Construction Documents. At each submission we will include Drawings, General and Technical Specifications, and an opinion of probable construction cost.

Before starting the development of the 85 percent Design Documents, McLaren will issue a Design Criteria for the proposed repairs documents. The Design Criteria will identify the standards and loading conditions that the proposed repairs will be designed to accommodate.

At a minimum, the 85 percent Design Documents will include plans, cross-sections, and details presented in order to provide a general definition of the proposed repair design concepts. A set of General and Technical Specification will be provided with this submission. Also included will be a cost estimate developed using a contingency of 20 percent. The 85 percent set of documents will be submitted to the Owner for one (1) round of review and comment.

Upon receipt of comments on the 85 percent Design Drawings and Documents, we will develop and advance the drawings and documents to 100 percent completion. This set of drawings will be the considered the Construction Documents. A final set of General and Technical Specifications will be provided with this submission. A final opinion of probable construction cost will be developed using a contingency of 15 percent. Drawings will be signed and sealed by a Professional Engineer licensed in the State of New York.

The final bid documents, including General Conditions, form of contract and other contractual information is understood to be outside of the McLaren scope.

### **PHASE 4 – CONSTRUCTION ADMINISTRATION**

#### **Bid Support Services**

McLaren will provide the following limited scope of bid support services during the bid phase of the project as listed below:

1. Preparation of a bid sheet for the specified repairs to be filled out by prospective general contractors and subcontractors.



**M.G. McLaren, P.C.**

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2. Attendance at one (1) pre-bid site walkthrough with interested contractors.
3. Assistance in Responding to Bidder's Questions.
4. Compiling and comparing of bids received from prospective general contractors and subcontractors.
5. Additional in-depth review of the lowest three (3) bidders to determine the most qualified construction subcontractor, including:
  - Review of marine specific project history to assess qualifications and experience;
  - Correspondence with references on past projects performed by the lowest, qualified bidder to ensure satisfactory performance.

Construction Support Services

During the construction of the seawall repairs, McLaren will provide the following basic services:

1. Construction field visits to observe the Contractor's progress, quality and overall performance of the work to evaluate general compliance with contract documents. We include a maximum of four (4) site visits, one (1) kick off meeting before construction starts and three (3) site visits during construction.
2. Review of Contractor's detailed shop drawings, for approval. Scope of work includes initial submittal and review of one (1) re-submittal, which incorporates our comments. Additional reviews will be performed as additional services at hourly rates defined below. Note that shop drawings are prepared by the Contractor as instruments to sequence his work and to facilitate fabrication. Their approval by the Consulting Engineer is not to be construed as a waiver of construction contract requirements or responsibilities unless the Contractor has been granted a deviation from the contract documents in writing.
3. Correspondence during construction, as necessary to clarify or interpret the design intent to the Contractor, in response to Contractor's written requests for information. Any and all RFI's related to drawings prepared by McLaren must be transmitted to our office for response. The Owner, Architect, or others cannot modify or issue written interpretations of our work.

PROJECT FEE

The lump sum fees, to be billed monthly by percent complete per phase, for the scope of engineering services described above shall be as follows:

Phase 1	-	Site Investigation	\$	17,700
Phase 2	-	Environmental Permitting	\$	13,400
Phase 3	-	Construction Documents	\$	27,400
Phase 4	-	Construction Administration	\$	18,500

Total Fee \$ 77,000



M.G. McLaren, P.C.



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### EXPENSES

McLaren anticipates reimbursable expenses for items necessary to perform the services identified in the Phases above. The following expenses shall be reimbursed at 1.0 times our cost:

- Reproduction, mailing and courier costs;
- Travel costs for meetings and site visits;
- Permit fees for filing, if required;
- Geotechnical Borings and/or environmental sampling and reporting, if requested and/or directed by Owner.

### EXCLUSIONS

Changes in the scope defined above are specifically excluded from the lump-sum and/or hourly rates provided with this proposal. Additional exclusions include:

- Environmental studies, testing, abatement.
- Landscape, lighting or MEP design.
- Architectural or structural design work related to buildings.
- Redesign due to unforeseen field conditions.
- Substantial revisions due to changes in scope.
- Documentation for LEED certification.
- NOIA responses except as noted above.
- Permit maintenance and renewals except as noted above.
- Preparation of a Full Environmental Assessment (Long Form EA) or an Environmental Impact Statement (EIS) in support of regulatory permits or dredging.
- Review of re-submittals except as outlined above.
- Construction support services except as outlined above.
- Survey stakeout or review.
- Inspection or observation of construction including progress or final inspections other than as outlined above.
- Review and approval of alternate designs proffered by the Contractor during the construction Phase of the Project.
- Corrective revisions due to errors in fabrication or placement of items by the Contractor or his Subcontractors.
- Review and advice on the disposition of Contractor's change orders, created by the Owner, Architect or Contractor.
- Written (narrative) description of changes to drawings, specifications, etc. when issuing drawing revisions.
- Meetings other than those specified in the scope above.
- Preparing the project construction general conditions.
- Providing a sample contract agreement.
- Engineering services related to the procurement of a soil boring contractor, field supervision and oversight of a soil boring contractor or the development of geotechnical reports or technical documents.

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### HOURLY RATES

Fees for additional services will be performed at the hourly rates listed below. Hourly rates are subject to annual revision January 1<sup>st</sup>.

Productive Principal	\$250/hr	Chief CAD Operator	\$140/hr
Sr. Associate/Assoc. Principal	\$245/hr	Sr. CAD Operator	\$125/hr
Sr. Planner	\$195/hr	CAD Operator	\$100/hr
Associate	\$205/hr	Jr. CAD Operator	\$ 75/hr
Associate Land Surveyor	\$170/hr	Chief of Field Operations	\$125/hr
Senior Engineer III/IV	\$175/hr	Diver	\$165/hr
Senior Engineer I/II	\$150/hr	Tender	\$135/hr
Technical Design Mgr.	\$160/hr	Sr. Technician	\$120/hr
Sr. Technical Designer	\$140/hr	Jr. Technician	\$ 90/hr
Technical Designer	\$100/hr	Principal Survey Technician	\$ 100/hr
Staff Engineer II/III	\$120/hr	Intern	\$ 58/hr
Staff Engineer I	\$110/hr	Technical Typist	\$ 85/hr
Junior Engineer	\$100/hr		

This proposal is subject to the terms and conditions that follow and shall remain valid only until October 20, 2017, unless accepted as a contract.

Should you find this proposal acceptable, kindly sign and return one copy to serve as our contract. Work shall commence upon receipt of the signed contract.

Very truly yours,

The Office of  
**M.G. McLaren P.C.**  
d/b/a McLaren Engineering Group



Malcolm G. McLaren, P.E., SECB  
President

MGM/SAF/DVD/ej

cc: MGM, WJM, SET, RLW/DFB, Proposal File

ACCEPTED:

For Village of Tarrytown

Title

Date

S:\Proposals\Prop0171218\Prop01 Rev001 \*1718 2017 09 27.docx



**M.G. McLaren, P.C.**

## TERMS AND CONDITIONS

1. **SERVICES TO BE PROVIDED.** M.G. McLaren, P.C. d/b/a McLaren Engineering Group (McLaren), through and by its officers, employees and subcontractors, (hereinafter McLaren) is an independent consultant and agrees to provide Owner, for its sole benefit and exclusive use, consulting services set forth in our proposal. No third party beneficiaries are intended by this agreement.
2. **PAYMENT TERMS.** Owner agrees to pay McLaren's invoice upon receipt. If payment is not received within 30 days from the Owner's receipt of McLaren's invoice, Owner agrees to pay a service charge on the past due amount at the greater of 1% per month or the allowable legal rate, including reasonable attorney's fees and expenses if collected through an attorney. No deduction shall be made from McLaren's invoice on account of liquidated damages unless expressly included in the Agreement. Owner receipt of invoice will be presumed three days after mailing by McLaren first class, with adequate postage attached. Time is of the essence for this provision.
3. **TERMINATION.** Either party may terminate this Agreement without cause upon 30 days prior written notice. This Agreement will terminate automatically upon the insolvency of Owner. In the event Owner requests termination prior to completion of the proposed services, Owner agrees to pay McLaren for all reasonable charges incurred to date and associated with termination of the work, plus a termination fee of 10% of the total fee under this agreement.

If the Project is suspended for more than thirty consecutive days, for reasons other than McLaren's fault, McLaren shall be compensated for services performed prior to such suspension. When the project is resumed, our compensation shall be equitably adjusted.

If Owner abandons the Project for more than ninety consecutive days, McLaren may terminate this Agreement by giving written notice. McLaren shall be compensated for all services performed prior to such abandonment, plus 10% of McLaren total fee under this Agreement, together with reimbursables then due.

4. **STANDARD OF CARE.** McLaren will perform its services using that degree of care and skill ordinarily exercised under similar conditions by reputable members of McLaren's profession practicing in the same or similar locality at the time of service. No other warranty, express or implied, is made or intended by McLaren's proposal or by its oral or written reports.
5. **INSURANCE.** McLaren will effect and maintain insurance to protect themselves from claims arising out of the performance of professional services under this Agreement and caused by any error, omission or negligent act for which we are legally liable. McLaren will maintain this insurance in force, if available, after the completion of professional services under this Agreement until the expiration of any applicable statutes of limitation. In the event there is no such statute specifically applicable to design and construction of improvements to real property, this insurance, if available, shall be maintained in force for a period of six (6) years after the date of substantial completion of the Project as agreed to.

Unless otherwise agreed, McLaren will effect and maintain insurance to protect ourselves from claims under workers' or workmen's compensation acts; from claims for damages because of bodily injury, including personal injury, sickness, disease, or death of any employees or of any other person; from claims for damages because of injury to or destruction of property including loss of use resulting therefrom; and from damage to or destruction of property including valuable papers and records coverage and including loss of use resulting therefrom.

The insurance required above shall be as provided below. McLaren will file certificates of insurance for each type and amount upon request:

Professional Liability Insurance (Errors & Omissions), with a limit of \$2,000,000 for each claim and \$2,000,000 in the aggregate.

Comprehensive General Liability - \$1,000,000 per occurrence, \$2,000,000 Aggregate Bodily Injury and Property Damage; Blanket Contractual All Operations Completed Operations; \$1,000,000 Personal Injury A.B.C., plus \$5,000,000 Excess Liability Umbrella.

Worker's Compensation/Coverage A - Statutory/Coverage B - \$1,000,000



**M.G. McLaren, P.C.**

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6. **SITE OPERATIONS.** Owner will arrange for right-of-entry with safe access to the property for the purpose of performing project management, studies, tests and evaluations pursuant to the agreed services.

McLaren will take reasonable precautions to minimize damage to the property caused by its operations. Unless otherwise stated in McLaren's proposal, the Contract Sum does not include cost of restoration due to any related damage, unless such damage results directly from McLaren's negligent actions. If Owner requests McLaren to repair such damage, it will be done at an appropriate additional cost to be paid by Owner.

McLaren shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work of the contractor (Work), nor shall McLaren be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents.

7. **UNFORESEEN CONDITIONS OR OCCURRENCES.** It is possible that unforeseen conditions or occurrences may be encountered at the site which could substantially alter the necessary services or the risks involved in completing McLaren's services. If this occurs, McLaren will promptly notify and consult with Owner, but will act based on McLaren's sole judgment where risk to McLaren's personnel is involved. Possible actions could include:

- a. Complete the original Scope of Services in accordance with the procedures originally intended in this Agreement, if practicable in McLaren's judgment;
- b. Agree with Owner to modify the Scope of Services and the estimate of charges to include study of the unforeseen conditions or occurrences, with such revision agreed to in writing;
- c. Terminate the services effective on the date specified by McLaren in writing.

8. **DOCUMENTS.** McLaren will furnish Owner the agreed upon number of written reports and supporting documents. These instruments of service are furnished for Owner's exclusive internal use and reliance, use of Owner's counsel and for regulatory submittal in connection with the project provided for in this Agreement, but not for advertising or other type of distribution, and are subject to the following:

- a. All documents including paper documents and electronic files generated by McLaren under this Agreement shall remain the sole property of McLaren. Any unauthorized use or distribution of McLaren's work shall be at Owner's sole risk and without liability to McLaren.
- b. If Owner desires to release, or for McLaren to provide, our documents to a third party not described above for that party's reliance, McLaren will agree to such release provided McLaren receives written acceptance from such third party to be bound by acceptable terms and conditions similar to this Agreement. Documents provided for disclosure of information only will not require separate agreement. Owner acknowledges and agrees to inform such third party that McLaren's documents reflects conditions only at the time of the study and may not reflect conditions at a later time. Owner further acknowledges that such request creates potential conflict of interest for McLaren and by this request Owner waives any such claim if McLaren complies with the request.
- c. Owner agrees that all documents furnished to Owner or Owner's agents or designees, if not paid for will be returned upon demand and will not be used by Owner or any other entity for any purpose whatsoever. Owner further agrees that documents produced by McLaren pursuant to this Agreement will not be used for any project not expressly provided for in this Agreement without McLaren's prior written approval.
- d. Owner shall furnish documents or information reasonably within Owner's control and deemed necessary by McLaren for proper performance of our services. McLaren may rely upon Owner-provided documents in performing the services required under this Agreement; however, McLaren assumes no responsibility or liability for their accuracy. Owner-provided documents will remain the property of Owner, but McLaren may retain one confidential file copy as needed to support our report.

9. **CLAIMS.** The parties agree to attempt to resolve any dispute without resort to litigation, including use of mediation, prior to filing of any suit. However, in the event a claim results in litigation, and the claimant does not prevail at trial, then the claimant shall pay all costs incurred in pursuing and defending the claim, including reasonable attorney's fees.

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10. **OPINIONS OF COST.** If included in our scope of services, McLaren will use its best efforts and experience on similar projects to provide realistic opinions of costs for remediation or construction as appropriate based on reasonably available data, McLaren's designs or McLaren's recommendations. However, such opinions are intended primarily to provide information on the order of magnitude or scale of such costs and are not intended for use in firm budgeting or negotiation. Owner understands actual costs of such work depend on regional economics, local construction practices, material availability, site conditions, weather conditions, contractor skills, and many other factors beyond McLaren's control.
11. **TESTIMONY.** Should McLaren or any McLaren employee be compelled by law to provide testimony or other evidence by any party, whether at deposition, hearing or trial, in relation to services provided under this Agreement, and McLaren is not a party in the dispute, then McLaren shall be compensated by Owner for the associated reasonable expenses and labor for McLaren's preparations and testimony at appropriate unit rates. To the extent the party compelling the testimony ultimately provides McLaren such compensation, Owner will receive a credit or refund on any related double payments to McLaren.
12. **CONFIDENTIALITY.** McLaren will maintain as confidential any documents or information provided by Owner and will not release, distribute or publish same to any third party without prior permission from Owner, unless compelled by law or order of a court or regulatory body of competent jurisdiction. Such release will occur only after prior notice to Owner.
13. **PRIORITY OVER FORM AGREEMENTS/PURCHASE ORDERS.** The Parties agree that the provisions of these terms and conditions shall control over and govern as to any form writings signed by the Parties, such as Owner Purchase Orders, Work Orders, etc., and that such forms may be issued by Owner to McLaren as a matter of convenience to the Parties without altering any of the terms or provisions hereof.
14. **SURVIVAL.** All provisions of this Agreement for indemnity or allocation of responsibility or liability between Owner and McLaren shall survive the completion of the services and the termination of this Agreement.
15. **SEVERABILITY.** In the event that any provision of this Agreement is found to be unenforceable under law, the remaining provisions shall continue in full force and effect.
16. **ASSIGNMENT.** This Agreement may not be assigned by either party without the prior permission of the other.
17. **INTEGRATION.** This agreement, the attached documents and those incorporated herein constitute the entire Agreement between the parties and cannot be changed except by a written instrument signed by both parties.
18. **LIMIT OF LIABILITY**
  - A. In the event Owner consents to, allows, authorizes or approves of changes to any plans, specifications or other construction documents, and these changes are not approved in writing by McLaren, the Owner recognizes that such changes and the results thereof are not the responsibility of McLaren. Therefore, the Owner agrees to release McLaren from any liability arising from the construction, use or result of such changes. In addition, the Owner agrees, to the fullest extent permitted by law, to indemnify and hold the design Professional and all his employees, officers, and directors harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) arising from such changes, except only those damages, liabilities and costs arising from the sole negligence or willful misconduct of McLaren or its employees, officers or directors.
  - B. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or McLaren. McLaren's services under this Agreement are being performed solely for the Owner's benefit, and no other entity shall have any claim against McLaren because of this Agreement or the performance or nonperformance of services hereunder. The Owner agrees to include a provision in all contracts with contractors and other entities involved in this project to carry out the intent of this paragraph.
  - C. The Owner agrees to limit McLaren's liability and his or her consultants to the Owner and to all Construction Contractors and Subcontractors on the project, due to McLaren's negligent acts, errors, or omissions, such that the total aggregate liability of McLaren to all those named, including legal fees and costs, shall not exceed the value of the contract.

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The Owner shall make no claim for professional negligence, either directly or in a third party claim, against McLaren unless the Owner has first provided McLaren with a written certification executed by an independent design professional currently practicing in the same discipline as McLaren and licensed in the State of this project. This certification shall: a) contain the name and license number of the certifier; b) specify each and every act or omission that the certifier contends is a violation of the standard of care expected of an Engineer performing professional services under similar circumstances; and c) state in complete detail the basis for the certifier's opinion that each such act or omission constitutes such a violation. This certificate shall be provided to McLaren not less than thirty (30) calendar days prior to the presentation of any claim or the institution of any mediation or judicial proceeding.

- D. The Owner shall promptly report to McLaren any defects or suspected defects in McLaren's work or services of which the Owner becomes aware, so that McLaren may take measures to minimize the consequences of such a defect. Failure by the Owner, and the Contractors or Subcontractors to notify McLaren, shall relieve McLaren of the costs of remedying the defects above the sum such remedy would have cost had prompt notification been given.
- E. Payments to McLaren shall not be withheld, postponed or made contingent on the construction, completion or success of the project or upon receipt by the Owner of offsetting reimbursement or credit from other parties causing Additional Services or expenses. No withholdings, deductions or offsets shall be made from McLaren's compensation for any reason unless McLaren has been found to be legally liable for such amounts.
- F. If, due to McLaren's error, any required item or component of the project is omitted from McLaren's construction documents, McLaren shall not be responsible for paying the cost to add such item or component to the extent that such item or component would have been otherwise necessary to the project or otherwise adds value or betterment to the project. In no event will McLaren be responsible for any cost or expense that provides betterment, upgrade or enhancement of the project.
- G. All legal actions by either party against the other arising out of or in any way connected with the services to be performed hereunder shall be barred and under no circumstances shall any such claim be initiated by either party after three (3) years have passed from the date McLaren concluded rendering professional services, issuance of the Certificate of Completion or Certificate of Occupancy, whichever is sooner, unless McLaren's services shall be terminated earlier, in which case the date of termination of this Agreement shall be used.
- H. It is intended by the parties to this Agreement that McLaren's services in connection with the project shall not subject McLaren's individual employees, officers or directors to any personal legal exposure for the risks associated with this project. Therefore, and notwithstanding anything to the contrary contained herein, the Owner agrees that as the Owner's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against McLaren, a New York corporation, and not against any of McLaren's employees, officers or directors.
- I. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the Owner nor the Consultant, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other incidental, indirect, or consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of implied warranty. Both the Owner and the Consultant shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.
- J. Because evaluation of the existing structure requires that certain assumptions be made regarding existing conditions, and because some of these assumptions cannot be verified without expending additional sums of money or destroying otherwise adequate or serviceable portions of a structure, the Owner agrees, to the fullest extent permitted by law, to indemnify and hold McLaren harmless from and against any and all damage, liability and cost, including reasonable attorneys' fees and defense costs, arising or allegedly arising out of the professional services under this Agreement, except for the sole negligence or willful misconduct of McLaren.

September 20, 2017

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

Reference: Tarrytown Bulkhead Replacement Project, Permitting Support

Dear Richard:

Mabbett & Associates, Inc. (Mabbett®) is pleased to provide the Village of Tarrytown with a proposal for the above-referenced project. This proposal is based on our recent meeting with you and follow-up conversations, our knowledge of the project's state and federal permitting needs, and recent experience completing these permits for our federal clients including the U.S. Army Corps of Engineers (USACE) and the U.S. Department of Veterans Affairs (VA). Specifically, we understand that the Village of Tarrytown plans to install a new bulkhead along the Hudson River.

This new bulkhead is needed to replace the existing but deteriorating bulkhead. The new bulkhead will be installed within 18 inches of the existing bulkhead, which is anticipated to be left in place. Vibratory methods will be used for the installation process.

We know that the Village will likely face construction windows due to the existence of endangered sturgeon in the area. Based on your original letter, we also understand that construction funds may have to be expended by 30 June 2018. While conceptual designs are generally acceptable to NYSDEC, any permit they issue will likely state that the project must be constructed in accordance with the submitted plans. To avoid a possible re-submission and to expedite approvals, we believe it is essential to provide as close to finalized design plans with the permit applications. Our technical approach includes coordinating closely with the Village and Project Designer so that finalized designs plans are captured in the permit applications. This will help avoid redoing the permits due to changes and/or encountering delays due to changes in the field at the time of construction.

Based on our preliminary discussions with state and federal regulatory agencies, we understand the project will require the following:

1. Site visit, meetings, coordination with stakeholders and project management. Up to three on-site meetings are planned plus monthly teleconference calls during the project;
2. Coastal Zone Consistency Determination from the New York Department of State;
3. Joint Application for Permit from the USACE and New York State Department of Environmental Conservation (NYSDEC); and
4. State Environmental Quality Review Short Form review by the NYSDEC.

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We have prepared a Cost Build-up Table that presents our estimated level of effort across the four primary subtasks listed above. Based on our current understanding of this project and experience with similar permitting programs we have proposed a fee of \$19,830 to complete the work.

Mabbett has assembled an experienced team to expedite completion of this project. Eugene Brickman, P.G. will serve as our Project Manager and will work closely with the Village and will provide for quality reviews of proposed permit submittals and interface with USACE and NYSDEC when needed. The Technical Lead for the Mabbett project team will be Andrew Glucksman, LEED A.P. Additional technical support is available from over 50 scientists and engineers within the Mabbett organization. We also have a deep network of project partners, if additional expertise is needed.

We appreciate your consideration of our proposal. Should you have any questions, please do not hesitate to contact me at (781) 275-6050 x306 or Eugene Brickman at (516) 650-3187.

Very Truly Yours,

MABBETT & ASSOCIATES, INC.  
BY:



Paul D. Steinberg, P.E., LSP  
President  
steinberg@mabbett.com  
(781) 275-6050 ext. 306

PDS/ca  
cc: Eugene Brickman, PG; Andrew Glucksman, LEED AP

Enclosure: Cost Buildup Table



The Village of Tarrytown  
Bulkhead Replacement  
Environmental Permitting

Category	Hourly Rate	Site Visit/Inspection Client Meetings	Permitting	NYSED SEAF	Joint Permitting	NYSED SEAF	Total Hours	Cost
Project Manager (Brickman)	\$ 135.00	16	8	8	8	8	40	\$ 5,400.00
Technical Lead (Glucksman)	\$ 115.00	8	30	30	40	24	102	\$ 11,730.00
Environmental Scientist	\$ 75.00		12	12	12	12	36	\$ 2,700.00
		24	50	60	44	178		\$ 19,830.00

September 6, 2017

Dan Pennella, P.E.  
Village Engineer – Village of Tarrytown  
One Depot Plaza  
Tarrytown, New York 10591

Re: Toll Brothers  
Wilson Park Subdivision  
**Bond Reduction Request**

Dear Mr. Pennella:

I am sending this letter as a request to reduce Performance Bond #SUR23000025 in connection with the above referenced project.

In consideration of the work complete to date, I am requesting the above referenced bond be reduced from \$340,000.00 to \$60,000.00.

Please place this matter on the next Village Board agenda for consideration. In the interim, should you have any questions or need any further information please feel free to contact us at (203) 616-4900. Thank you.

Sincerely yours.



Greg Otis  
Land Development Manager

cc: Jennifer Gray, Esq.  
Katherine Zalantis, Esq., Village Attorney  
Casey Devlin, P.E., TBI  
Rob Dowd, TBI

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## Richard Slingerland

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**Subject:** FW: Tree Permit Application Agreed Upon  
**Attachments:** TreePermitInformation&ApplicationFinal\_170628.docx  
**Importance:** High

**From:** Anne T. O'Brien [mailto:obrienatm@verizon.net]  
**Sent:** Wednesday, June 28, 2017 2:54 PM  
**To:** Robert Hoyt <rhoyt@tarrytowngov.com>; Richard Slingerland <rslingerland@tarrytowngov.com>  
**Cc:** David Aukland <daukland@tarrytowngov.com>; Deirdre Carsto <deirdre941@aol.com>; Martin Hauser <summasci@aol.com>; Lisa Montana <lisamontana12@yahoo.com>; Ronald Tedesco <electronron@earthlink.net>; Louis Tucci <LTucci@tarrytowngov.com>; Drew Fixell <dfixell@tarrytowngov.com>; Howard Wessells <hwessells@tarrytowngov.com>  
**Subject:** Tree Permit Application Agreed Upon  
**Importance:** High

Mr. Robert Hoyt, Trustee, Liaison to Tree Commission  
Mr. Richard Slingerland, Village Administrator  
CC: Tree Commission, Mayor Drew Fixell, Howard Wessells

Dear Bobby, Richard, and all,

The Tree Commission has been reviewing the Tarrytown Tree Permit Information and Application, used by Homeowners and Green Contractors, over several months. After serious consideration, discussion and deliberation, the Tree Commission has voted and agreed upon the attached new version. It will be double-sided, so that there are only two pages: one of information and directions, one of the application to be signed.

*Anne T. O'Brien*

Anne T. O'Brien  
Chair, Tree Commission

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Anne T. O'Brien  
365 Martling Ave.  
Tarrytown, NY 10591-4712  
914-631-5241 (ph/fax)  
914-263-7680 (mobile)  
[obrienatm@verizon.net](mailto:obrienatm@verizon.net)  
skype: obriena; tw: @obrienatm

# Village of Tarrytown – Tree Permit: Information & Application

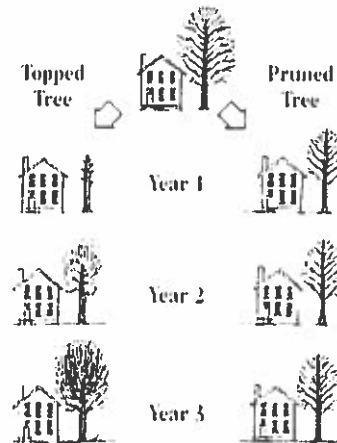
## Part I: Background Information, Preparing to Apply for a Permit:

- There is no permit until the application is approved by the Village DPW.
- No work may be performed before a tree permit is granted.
- **An approved Tree Permit is required for all work on trees**, including removal of trees protected by the Village Code, or substantial pruning.
- Work must be carried out by a **Green Contractor** (definition below) registered with the Village DPW.
- **To fill out the form correctly, please:**
  - Answer all questions (NA if not applicable).
  - Print or write **CLEARLY**. The information is used.
  - Indicate work proposed specifically and accurately, *i.e.*, removal of damaged portions, root pruning, thinning, peek-a-boo pruning, new planting, removal of tree, other specified.
  - Give species name in English and Latin (if known), height of trees in feet, tree diameter (54" above ground, DBH - diameter at breast height) in inches.
  - Photographs can help explain an application, for instance for a dead tree, for a damaged limb, or to show proposed peek-a-boo pruning.
- **DEFINITIONS**
  - **Topping:** inappropriate pruning technique to reduce tree size. Cutting back a tree to a predetermined crown limit. **No tree topping** is permitted in Tarrytown.
  - **Pruning:** removal of carefully selected, limited numbers of tree branches, chosen in order to improve structure, to clean, to reduce, to restore, to thin, or *via* peek-a-boos, to enhance views. No more than 25% is removed.
  - **Peek-a-boo pruning:** branches are thinned out enough that the trunk and main branches are visible through leaves; no more than 25% is removed.
  - **Thinning:** the selective removal of trees, primarily undertaken to improve the growth rate or health of the remaining trees.
  - **Diameter at breast height (DBH)** – the diameter of a tree measured at 54 inches above the ground surface.
  - **Green Contractor** – landscape contractor who has agreed to value environmental and ecologic principles in their work.

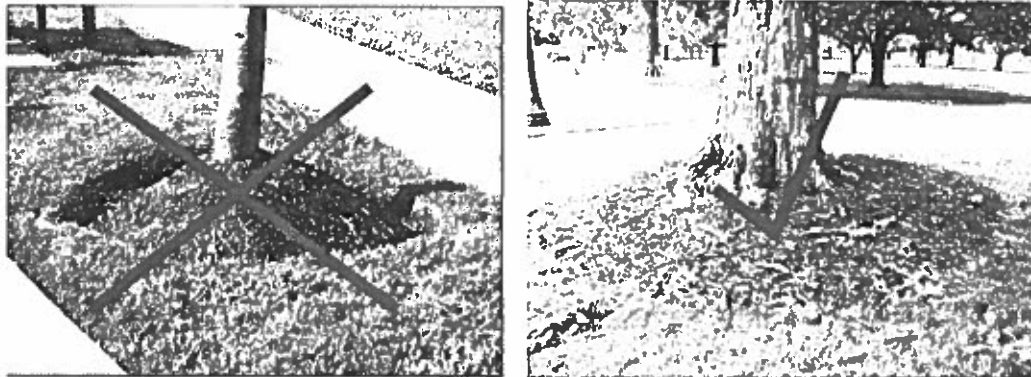
6

- CARE OF TREES

- No topping of trees is permitted in Tarrytown. Topping kills; pruning can help.



- Do not build soil "volcanoes" at the base of trees. This asphyxiates roots, forces tree to build new roots, and is harmful to the tree. Leave the natural curve of the trunk visible.



- Do not put heavy weight over roots. This damages roots, as the entire tree receives less nourishment. The tree can die as a result.
- Water appropriately if necessary, especially for newly planted trees.
- Be not too neat! Leave leaves and downed trees to nourish the soil, and as a food source and habitat for small mammals and birds.
- Think native! Native trees provide uniquely effective food sources & habitat for *insects, birds, butterflies, bees, mammals, amphibians*. These in turn pollinate, plant, nurture, contribute to food supply, and enhance the cycle of life.
- Dig Safe NY. Dig Safe NY (Call Before You Dig: Dig Safely New York at 811 or 1-800-962-7962; <http://www.digsafelynewyork.com/>) must be called prior to any excavation.

## Village of Tarrytown – Tree Permit: Information & Application

### Part II: APPLICATION:

#### SECTION 1 – APPLICANT INFORMATION

OWNER'S NAME \_\_\_\_\_ TEL. NO. \_\_\_\_\_

ADDRESS \_\_\_\_\_

MAILING ADDRESS \_\_\_\_\_ CITY \_\_\_\_\_

ZIP CODE \_\_\_\_\_ EMAIL \_\_\_\_\_

GREEN CONTRACTOR NAME \_\_\_\_\_

TEL. NO. \_\_\_\_\_

GREEN CONTRACTOR ADDRESS \_\_\_\_\_

ZIP CODE \_\_\_\_\_

GREEN CONTRACTOR LICENSE OR CERTIFICATION # (STATE OR COUNTY) \_\_\_\_\_

#### SECTION 2 – PROPOSED TREE WORK

TYPE OF WORK PROPOSED: (Please check appropriate box) \* See definitions on information page

☐ Pruning (removal of damaged/diseased portions)\* ☐ Thinning\* ☐ Peek-a-boos\* ☐ Root pruning ☐ Tree Removal (see Section 4) ☐ Other (please specify): \_\_\_\_\_

#### SECTION 3 – TREE INVOLVED\*\*

TREE SPECIES \_\_\_\_\_ LOCATION OF TREE ON PROPERTY \_\_\_\_\_

TREE DIAMETER MEASURED 54" ABOVE GROUND (DBH [inches]) \_\_\_\_\_ TREE HEIGHT (feet) \_\_\_\_\_

(\*\*TREE MUST BE MARKED PRIOR TO REVIEW BY THE TREE WARDEN)

PURPOSE FOR REMOVAL (CHECK ONE):

☐ TREE IS DEAD ☐ TREE IS DISEASED (specify) \_\_\_\_\_

☐ OTHER (specify) \_\_\_\_\_

Location of Disposal of Plant Material (specify) \_\_\_\_\_

The Village of Tarrytown is not liable for selection of the final destination of wood material. Please see NYS regulatory information at the following website: < <http://www.dontmovefirewood.org/the-problem/state-state-information/new-york.html> >

**SECTION 4 – TREE PLANTING**

Tarrytown encourages enhancement of its green canopy. Tall shade trees, especially natives, are needed. How will you help with new plantings? What tree(s) do you expect to plant?

\_\_\_\_\_

**SECTION 5 – AGREEMENT**

It would be helpful if a representative photograph of the tree be provided prior the start of any tree-related activities proposed in this application. The Village of Tarrytown may, at its discretion, require additional documentation in support of this application.

☐ I certify that I have read and understood the information on pages 1 and 2 included with this application packet.

☐ I agree to abide by the terms and conditions of this application and any permit, if granted, and the Rules and Regulations of the Village of Tarrytown Tree Ordinance Chapter 281.

Applicant's Signature (Property owner or head of organization filling out this form)

\_\_\_\_\_ Date \_\_\_\_/\_\_\_\_/\_\_\_\_

Green Contractor's Signature (if not property owner)

\_\_\_\_\_ Date \_\_\_\_/\_\_\_\_/\_\_\_\_

Please submit this application to the Village of Tarrytown Department of Public Works, 4 Division Street, Tarrytown, NY 10591.

**For Village of Tarrytown Office Use Only**

☐ APPROVED (PERMIT # \_\_\_\_\_)    ☐ DISAPPROVED \_\_\_\_\_ (SEE COMMENTS BELOW)  
DATE \_\_\_\_/\_\_\_\_/\_\_\_\_

COMMENTS \_\_\_\_\_  
\_\_\_\_\_

SIGNATURE OF TREE WARDEN and/or DPW Representative:

\_\_\_\_\_

## Permit Color Key:

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Green = Resident Commuter

Red = Non-Resident Commuter

Yellow = Resident Recreation

Blue = Resident Single-Day Commuter

White = Limited/Special Recreation Permit (and any other special permit)



# LOT A PARKING REGULATIONS

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Parking Allowed As Follows

- **Monday - Friday 6AM - 2PM**
  - \* Green Permits ONLY
- **Monday - Friday 2PM - 9PM**
  - \* Green, Red and Yellow Permits
  - \* All Others Must Pay at Pay Station or with PayByPhone (remember your space number)
- **Monday - Friday 9PM - 6AM & Weekends/Holidays\***
  - \* Unrestricted Free Parking (except as noted below)
- **All Days December 1 - March 30 2AM - 6AM**
  - \* No Parking

\* Holidays: New Years Day, Presidents Day, Memorial Day, July 4th, Labor Day, Columbus Day, Veterans Day(?), Thanksgiving, Christmas (any others?)

# Parking Meter Rates and Regulations

(lots A, C, D and F)

7

- **Monday - Friday 6AM - 2PM**
  - \* Metered Parking Without Permit Prohibited
- **Monday - Friday 2PM - 9PM**
  - \* Meter Rate: \$1.50/hour (pay here or with PayByPhone)
  - \* Receipt does not need to be displayed
- **Monday - Friday 9PM - 6AM & Weekends/Holidays\***
  - \* Unrestricted Free Parking (except as noted below)
- **All Days December 1 - March 30 2AM - 6AM**
  - \* No Parking

\* Holidays: New Years Day, Presidents Day, Memorial Day, July 4th, Labor Day, Columbus Day, Veterans Day(?), Thanksgiving, Christmas (any others?)

# LOTS C,D & F PARKING REGULATIONS

7

## Parking Allowed As Follows

- **Monday - Friday 6AM - 2PM**
  - \* Green, Red, Blue\* Permits ONLY
- **Monday - Friday 2PM - 9PM**
  - \* All Tarrytown Parking Permits
  - \* All Others Must Pay at Pay Station or with PayByPhone (remember your space number)
- **Monday - Friday 9PM - 6AM & Weekends/Holidays\*\***
  - \* Unrestricted Free Parking (except as noted below)
- **All Days December 1 - March 30 2AM - 6AM**
  - \* No Parking

\* Blue Permits (Tarrytown Resident Single-Day Commuter Permits) may be purchased at the Police Department

\*\* Holidays: New Years Day, Presidents Day, Memorial Day, July 4th, Labor Day, Columbus Day, Veterans Day(?), Thanksgiving, Christmas (any others?)

# LOT G PARKING REGULATIONS

(including spaces along ballfield fence)

7

## Parking Allowed As Follows

- **Monday - Friday 6AM - 2PM**

- \* Green, Red, Blue\* Permits
- \* Yellow Permits (3-Hour Limit)
- \* All Others Must Pay at Pay Station or with PayByPhone (remember your space number)

- **Monday - Friday 2PM - Midnight**

- \* All Tarrytown Parking Permits
- \* All Others Must Pay at Pay Station or with PayByPhone (remember your space number)

- **Saturday 6AM - Midnight**

- \* All Tarrytown Parking Permits
- \* All Others Must Pay at Pay Station or with PayByPhone (remember your space number)

- **Monday - Sat Midnight - 6AM & Sundays/Holidays**

- \* Unrestricted Free Parking

\* Blue Permits (Tarrytown Resident Single-Day Commuter Permits) may be purchased at the Police Department

# Parking Meter Rates & Regulations For Lot G

- **Monday - Saturday 6AM - Midnight**

- \* Meter Rate: \$1.50/hour (pay here or with PayByPhone)
- \* Maximum Payment \$12 (provides unlimited hours through midnight of same day)
- \* Free Parking During Hours Between Midnight and 6AM
- \* Multi-day Parking requires additional payment for each day
- \* Unrestricted Free Parking Sundays and Holidays\*
- \* Receipt Does Not Need To Be Displayed

\* Holidays: New Years Day, Presidents Day, Memorial Day, July 4th, Labor Day, Columbus Day, Veterans Day(?), Thanksgiving, Christmas (any others?)

TARRYTOWN POLICE DEPARTMENT  
OFFICE MEMORANDUM

**DATE:** September 11, 2017

**FROM:** Lt. Budnar

**TO:** Chief Barbelet

**CC:** Lt. Daly

**SUBJECT:** Village Code Change: Addition Of Kayaking Policy

**Currently the Village code reads as follows (amendment request in underlined italic print):**

§ 221-3. Swimming, wading and boating. [Added 8-17-2015 by L.L. No. 5-20151 ]

- A. No person shall swim or wade in any body of water or waterway in or adjacent to a designated park or open space.
- B. No person shall bring or operate any boat, canoe, kayak or other watercraft or any floatation device upon any body of water or waterway in or adjacent to a designated park or open space unless the Village directly authorizes such use and establishes a location for the launching and use of such boat, canoe, kayak or other watercraft or any floatation device.

**The proposal for the addition to the code would read as follows:**

- C. Residents, upon obtaining an annual village permit, may utilize non-motorized boats, canoes and kayaks in the lower Tarrytown Lake. Permits may be obtained from the Recreation Department or the Treasurer's Office during normal business hours.
- D. Annual permits issued by the Village must be visibly displayed and permanently affixed to the right side of the watercraft's bow.

- 8
- E. Boating is permitted from April 1<sup>st</sup> thru December 31<sup>st</sup> between ½ hour before sunrise and ½ hour after sunset.
  - F. All persons utilizing the Tarrytown Lake for boating purposes must adhere to the policy adopted by the Village Board of Trustees on July 17, 2017 regarding the Resident Only Use of Non-Motorized Boats, Canoes and Kayaks in the Tarrytown Lakes. Said policy is maintained on file in the Village Clerk's Office.

The following addition to the Village Code is presented for your review in order to permit officer's to enforce the Non-Motorized Boats, Canoes and Kayaks policy adopted by the Village Board of Trustees on July 17, 2017.

From: Drew Fixell <drew.fixell@gmail.com>  
Sent: Wednesday, September 20, 2017 12:04 PM  
To: Richard Slingerland  
Subject: Fwd: On Behalf of Janet Langsam: Please Share

----- Forwarded message -----

From: "Lauren Brady" <lbrady@artswestchester.org>  
Date: Sep 20, 2017 11:56 AM  
Subject: On Behalf of Janet Langsam: Please Share  
To: "dfixell@tarrytowngov.com" <dfixell@tarrytowngov.com>  
Cc:

On Behalf of Janet Langsam, CEO of ArtsWestchester:

Dear Drew,

Following up on previous outreach to remind you of the exciting funding opportunity currently available for artists, cultural organizations, and arts education programs (including schools). New York State Council on the Arts has once again awarded ArtsWestchester a Decentralization grant to support community-based arts activities throughout Westchester, and we hope you will help us spread the word to the artists and groups in your community.

ArtsWestchester distributes these funds through our Arts Alive grants that support arts and cultural programs, with a particular emphasis on emerging cultural organizations and making the arts accessible in areas where there are few cultural resources.

We invite you to share information about this funding opportunity with your community and constituents. Or feel free to send contact information to Sue Abbott, [sabbott@artswestchester.org](mailto:sabbott@artswestchester.org), who manages our grants program and she will reach out to them.

The Arts Alive 2018 opportunity is open up for applications now, the submission deadline is October 4. More information is available on our website at [artsw.org/artsalive](http://artsw.org/artsalive).

Please feel free to contact Sue if you have any questions or would like more information. As always, do not hesitate to call me directly.

My best,  
JL

Janet Langsam  
Chief Executive Officer  
ArtsWestchester  
914.428.4220 x305  
[jlangsam@artswestchester.org](mailto:jlangsam@artswestchester.org)

Check out my blog at [www.ThisandThatbyJL.com](http://www.ThisandThatbyJL.com)



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## VILLAGE OF TARRYTOWN INTEROFFICE MEMORANDUM

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To: Village Administrator Slingerland  
From: Carol A. Booth, Village Clerk *CB*  
Subject: Fire Department Membership Changes  
Date: September 21, 2017

Fire Department Membership Changes

BE IT RESOLVED that the Board of Trustees of the Village of Tarrytown does hereby approve the following Fire Department membership changes recommended at the September 19, 2017 Board of Fire Wardens meeting: Membership Changes: Kevin McNally has been elected to active membership at Riverside Hose and Daniel Mosa has been transferred from Hope Hose Co. to Washington Engine.



# VILLAGE OF TARRYTOWN

## VOLUNTEER FIRE DEPARTMENT APPLICATION

☒ Active ☐ Out of Village Active ☐ Transfer ☐ Mutual Aid Member ☒ Arson Report Attached

☐ Phenix Hose (E-76) ☐ Consolidated (E-77) ☐ Hope Hose (E-79) ☒ Riverside (E-80) ☐ Conqueror H&L (L-37) ☐ Washington (TL-78)

\*\*\*PLEASE PRINT LEGIBLY\*\*\*

Name: Kevin McNally D.O.B: 2/22/70 E-mail: bmfit93kmac@icloud.com  
Address: 2166 Crescent Dr. Phone #: 914-215-0489  
Employer: Alpine Provisions (Bour's Head) Occupation: Driver  
Address of Employer: 381 Spookrock Rd Suffern  
Do you have a N.Y.S. Driver License? ☒ YES ☐ NO  
Did you ever belong to another Fire Department? ☒ YES ☐ NO Name: 79,76 Briarcliff Manor  
Reason for discontinuing membership: Moved back to Tarrytown  
Have you ever been convicted of a felony? ☐ YES ☒ NO Charges: \_\_\_\_\_

If elected to membership in the Tarrytown Fire Department, I hereby agree to conform to the rules and regulations of the Tarrytown Fire Department.

Applicants Signature: Kevin McNally Date: 9/7/17  
Proposed By: PATRICK DOAN / MARY BUSIO Date: 9/7/17  
Interviewed By: PMO MB DARYL LINDSEY Date: \_\_\_\_\_

.....  
If applicant is under 21 years of age, written consent of parent/guardian must be obtained. Signature must be witnessed by a member of the Tarrytown Fire Department or a Notary Public.

I, \_\_\_\_\_, parent/guardian of the above applicant, hereby consent to my son/daughter/ward \_\_\_\_\_ becoming a member of the Tarrytown Fire Department with the fire company stated above.

Parent/Guardian Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Witness to signature above: \_\_\_\_\_ Date: \_\_\_\_\_

.....  
Applicants Physical Report: (Must be filled out by physician)

I hereby certify that the applicant \_\_\_\_\_ is physically able to perform the duties of a firefighter.

Physicians Name: SEE Attached Date: \_\_\_\_\_  
Physicians Signature: \_\_\_\_\_

.....  
Approvals: Initial/Date

Company: PMJ 9/18/17 Department: KMD 9/19/17 Village: \_\_\_\_\_  
PINK - Company Copy WHITE - Department Copy YELLOW - Village Copy



**NYS Division of Homeland Security and  
Emergency Services  
Office of Fire Prevention and Control**

**Volunteer Firefighter Inquiry Form  
Westchester County Agencies**

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OFPC USE ONLY	Date/Time Stamp
NYSPIN # <u>I17-090022</u>	

**\*NOTE: ALL FIELDS IN SECTIONS 1 & 2 MUST BE COMPLETED**

**PLEASE TYPE OR PRINT NEATLY WITH BLACK INK**

**FAX completed form directly to OFPC Arson Bureau @ (518) 242-3746**

**Section 1: Fire Department Information**

Name: Tarrytown Volunteer Fire Department		Date: 09/20/2017	
Street Address: P.O. Box 158			
Post Office: Tarrytown		State: NY	Zip: 10591
Daytime Phone Number: (914) 631-7066		Fax Number: (914) 631-8770	
PRINT Name of Requesting Chief Officer: Kelly Murphy			
Signature: <i>Kelly Murphy</i>		Title: Deputy Chief	

**Section 2: Applicant Information**

Last Name: McNally		First: Kevin		MI: M
Street Address: 2166 Crescent Drive				
Post Office: Tarrytown		State: NY	Zip: 10591	
Nickname:	Sex: X Male      Female		Height: 6 Ft. 2 In.	
Race/Appearance: X White      Black      Am. Indian      Asian      Hispanic      Other				
DOB: 02 / 22 / 1970	Age: 47	Social Security Number: [REDACTED]		

INVESTIGATING OFPC OFFICER: <i>R. Davis</i>		DATE: <i>9/20/17</i>
INVESTIGATING OFPC OFFICER SIGNATURE: <i>[Signature]</i>		
RESULTS OF INQUIRY	<input checked="" type="checkbox"/>	No Record of Arson Conviction; and No Record of Conviction Requiring Registration as a Sex Offender <b>PROCEED WITH APPLICATION PROCESS</b>
	<input type="checkbox"/>	Arson Conviction Found <b>APPLICANT MAY NOT JOIN VOLUNTEER FIRE DEPT.</b>
	<input type="checkbox"/>	Convicted of a Crime Requiring Registration as a Sex Offender; <b>Fire Company shall refer to Correction Law §§752 and 753 to determine eligibility. Fire Company contact the Sex Offender Registry at 800-262-3257 to learn more.</b>
	<input type="checkbox"/>	Arson and/or registerable sex offense case is pending adjudication <b>APPLICANT / TRANSFEREE APPROVAL MUST BE DELAYED</b>



# Hope Hose Co., No. 1, Inc.

TARRYTOWN, NEW YORK

50 Main Street, P.O. Box 71

(914) 631-8908

INCORPORATED  
March 7, 1957  
MEETING  
Second Tuesday  
Each Month

Wednesday, September 13, 2017

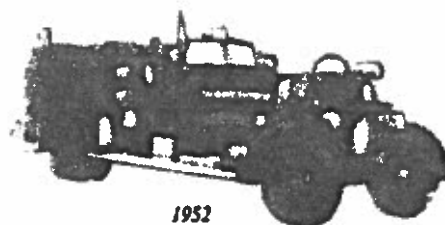
To: The Board of Fire Wardens:

Subject: Member transfer.

This letter is to inform you that active member Mr. Daniel Mosa has requested a transfer from Hope Hose Co., No. 1 to Washington Engine Tower Ladder 78. All his debts to Hope Hose Co., No. 1 have been paid in full and he is hereby released from active membership in Hope Hose Co., No. 1 forthwith.

Yours, truly:

William J. Maher  
Company Secretary



1952

OWNERS OF THE LAST AHRENS FOX PISTON PUMPER