

**VILLAGE OF TARRYTOWN
BOARD OF TRUSTEES
WORK SESSION 6:00 P.M.
WEDNESDAY, OCTOBER 19, 2016
Tarrytown Village Hall
One Depot Plaza, Tarrytown, New York**

Board of Trustees Concerns

Open Session

1. Zoning – Single Family Homes
2. Purple Heart Town
3. Amendment Chapter 201, Lakes and Waterways
4. Study, Permanent Closure of Ramp E to Tappan Zee Bridge
5. Membership in Fitness Center
6. Exercise Class – Fee Structure
7. Bus Shelter Agreements
8. Affordable Housing
9. Strategic Plan – Parks and Recreation
10. Midland Avenue Sewer Repair

Mike Blau

From: Drew Fixell <drew.fixell@gmail.com>
Sent: Tuesday, October 04, 2016 12:12 PM
To: Mike Blau
Subject: Fwd: Tarrytown becoming a Purple Heart Town
Attachments: Carmel Proclamation.jpg; lang8284.vcf

I assume we'll want to do this. Can you follow up with whatever is needed (I would think mailing them the proclamation would be fine, but who knows what the board will want).

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

From: Gene <lang8284@verizon.net>
Date: Tue, Oct 4, 2016 at 12:00 PM
Subject: Tarrytown becoming a Purple Heart Town
To: dfixell@tarrytowngov.com
Cc: GENE LANG <LANG8284@verizon.net>, DALE NOVAK - MOPH <LAWVISION2@optimum.net>, NEIL GROSS - MOPH 21 <GROSCREW@aol.com>

Dear Mayor Drew Fixell,

The Military Order of the Purple Heart Chapter 21 New York, is requesting that the Village of Tarrytown be known as a **Purple Heart Village**.
By designating Village of Tarrytown a Purple Heart Village, you are not only honoring those who have made the ultimate sacrifice or have been

wounded for our great country, you are also honoring all service men and women, PAST, PRESENT, and FUTURE and THEIR FAMILIES.

The only financial commitment from the Village, if you choose to do so, would be a request that you post a road sign (created by your Highway Dept.) noting that your Village is now recognized as a Purple Heart Village.

As you may already know, Putnam County, Westchester County, and Rockland County, are Purple Heart Counties.

Towns and Villages of Westchester that are already Purple Heart Communities:

Cortlandt, Peekskill, Yorktown, Somers, North Salem, Ossining, Bedford, Mount Kisco, Croton-on-Hudson, Yonkers, Buchanan, Lewisboro, Pound Ridge, North Castle, New Castle, Briarcliff Manor, Pleasantville, Mount Pleasant, Greenburgh, White Plains, New Rochelle.

We would like Village of Tarrytown to be included in this esteemed group.

All of Putnam County Towns that are already Purple Heart Towns:

Carmel, Kent, Southeast, Putnam Valley, Patterson, Philipstown.

If it works into your town meeting agenda, members of MOPH Chapter 21 can be there to receive the Proclamation, or it can be mailed to me.

If you have any questions, please don't hesitate to call me.

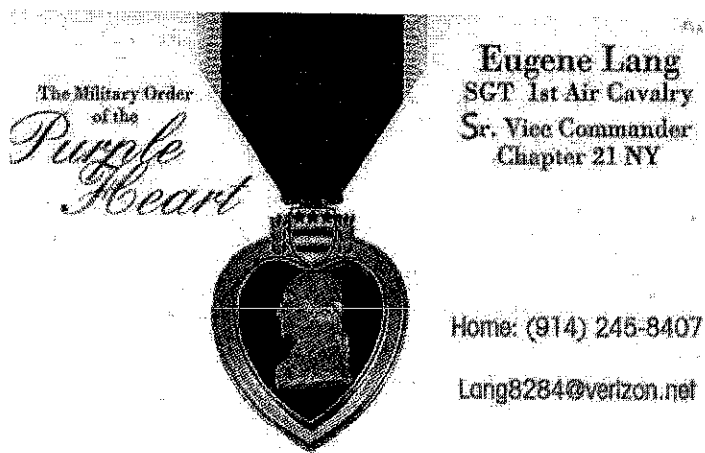
Attached is a copy of a proclamation.

Thank you for your help.

<https://www.facebook.com/moph21>

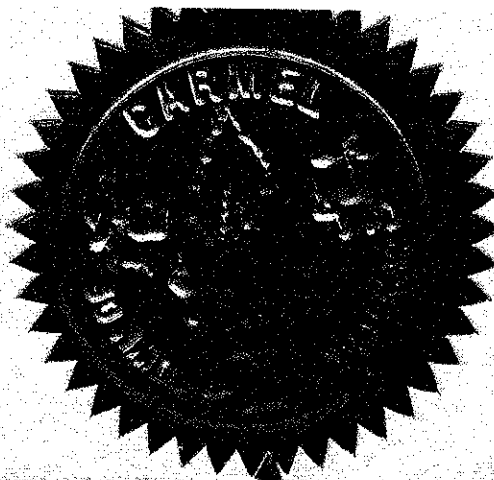
"Freedom is not Free"

Eugene Lang, Sr. Vice Commander MOPH Chapter 21
115 Stonewall Court
Yorktown Heights, NY 10598
[\(914\) 245-8407](tel:9142458407)



KENNETH SCHMITT
Supervisor

FRANK D. LOMBARDI
*Town Councilman
Deputy Supervisor*



JOHN D. LUPINACCI
Town Councilman

SUZANNE MC DONOUGH
Town Councilwoman

JONATHAN SCHNEIDER
Town Councilman

PROCLAMATION

WHEREAS THE PURPLE HEART IS AWARDED TO MEN AND WOMEN IN THE U.S. MILITARY WHO WERE WOUNDED OR KILLED IN COMBAT BY ENEMY FORCES WHILE DEFENDING THE UNITED STATES OF AMERICA, AND,

WHEREAS THE TOWN BOARD OF THE TOWN OF CARMEL SALUTES ALL THE BRAVE MEN AND WOMEN WHO PAID THE ULTIMATE PRICE OF FREEDOM BY LEAVING THEIR FAMILIES, FRIENDS AND COMMUNITIES, AND PLACING THEMSELVES IN HARM'S WAY FOR THE GOOD AND PROTECTION OF ALL AMERICANS; AND

WHEREAS THE TOWN BOARD OF THE TOWN OF CARMEL ACKNOWLEDGES THE HEROIC CONTRIBUTIONS AND SACRIFICES OF THESE MEN AND WOMEN IN THE MILITARY BECAUSE THEY ARE THE FOUNDATION IN MAINTAINING THE FREEDOMS AND WAY OF LIFE FOR ALL AMERICANS; AND

WHEREAS THE TOWN BOARD OF THE TOWN OF CARMEL RECOGNIZES THE MEN AND WOMEN OF THE MILITARY WHO RESIDE IN THE TOWN OF CARMEL, WHO PAID THE ULTIMATE SACRIFICE WHILE SERVING IN THE ARMED FORCES AND WHO ARE THE RECIPIENTS OF THE PURPLE HEART MEDAL. WE HONOR THEM AND COMMEND THEM FOR THEIR ACTS OF BRAVERY.

NOW THEREFORE BE IT RESOLVED, BY ORDER OF THE TOWN BOARD OF THE TOWN OF CARMEL, WHO HEREBY PROCLAIMS THE TOWN OF CARMEL AS "A PURPLE HEART TOWN" AND RECOGNIZES THE DEDICATION AND SACRIFICES OF ALL MEN AND WOMEN IN THE UNITED STATES MILITARY WHO VALIANTLY SERVE TO PROTECT THE FREEDOMS ENJOYED BY ALL AMERICANS! GOD BLESS OUR ARMED FORCES AND GOD BLESS THE UNITED STATES OF AMERICA!

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

TO: Mayor Fixell and the Board of Trustees
FROM: Michael Blau, Village Administrator
RE: Study, Permanent Closure of Ramp E to Tappan Zee Bridge
DATE: October 6, 2016

At the last Work Session, the Board directed that I review the responses to the RFP to study the permanent closure of Ramp E (southbound Route 9 to the Tappan Zee Bridge). The study is being funded from a grant from the Community Benefits Fund associated with the bridge project and the amount of grant funding available is \$34,000. The costs included in the responses to the RFP were as follows:

• Sam Schwartz Engineering	\$14,995
• JMC	\$16,000
• Simco Engineering, PC*	\$25,371.58
• VHB	\$29,960
• MJ Engineering and Land Surveying*	\$30,700
• Frederick P. Clark Associates	\$32,700
• KLD Engineering*	\$44,680

* denotes Minority/Women Business Enterprise (M/WBE)

The study is designed to provide the Board information as to the positives and negatives to permanent closure of the ramp. As you may recall at the meeting, the Mayor noted that he believed that the study should also include a review of another concept beyond strictly keeping the ramp open or closing the ramp. That option would be to keep the ramp open for buses, emergency vehicles and when there is a severe backup westbound on the bridge and the opening of the ramp would ease congestion in Tarrytown.

I have reviewed the six responses where the cost of the study is within the funding amount provided by the grant. I found all of the respondents have a good understanding of project and their qualifications and experience are very good. As I noted in the narrative, since this study is funded with Community Benefits funding, the Village has an M/WBE obligation. I had a discussion with the grants coordinator and a simple explanation of this obligation is should the qualifications be equal, the Village should employ the services of an M/WBE.

Since I found the six respondents to be qualified to perform the work, I reached out to the M/WBE respondents to question whether there would be an additional cost associated with the additional concept recommended for review by the Mayor. Simco noted that they could perform the additional analysis at the cost included in their original response.

MJ Engineering increased their cost by \$8,000 for the additional work associated with the Mayor's concept, bringing their cost for the study beyond the amount available through the grant.

Based upon for the foregoing, it is my recommendation that the Board authorize the execution of a professional services agreement with Simco Engineering, PC.

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

TO: Mayor Fixell and the Board of Trustees
FROM: Michael Blau, Village Administrator
RE: Exercise Classes at Fitness Center
DATE: October 7, 2016

Trustee McGovern sent out an email yesterday regarding the Fitness Center and exercise classes. She noted in her email the following:

Mario and staff will kicking off a week of free classes October 16-23 in the exercise studio for residents to try out. After this week members will be allowed to purchase a packet of classes options so they can mix and match on their own- there is no expiration date - I believe the cost will be 25 sessions for 450.00- but I am not sure. (Joe we need to talk to Mario about Senior citizen classes- I do not think this is a good price for seniors so we will need to talk it over- if necessary perhaps senior classes will be in the senior center at an affordable cost- all to be discussed)

Based upon this email, I emailed Mario to inform him of his contractual obligation concerning establishing fees for exercise classes. Clause 2. of the agreement entitled "Duties and Responsibilities of Contractor" states, "The fee structure for classes, should there be a fee structure, shall be determined by mutual agreement of the parties." Mario thereafter called me and I informed him that I had to get sign off from the Board and that you needed an actual proposed fee structure for the exercise classes and that he could not expect an immediate turn around, especially if the Board had an issue with his fee proposal. He asked if he should postpone his free one week class proposal and I said no but that he should get me a proposal immediately. Below is what Mario sent to me.

PRICING

DROP IN	\$25
10 PACK	\$200 (\$20 per class)
20 PACK	\$340 (\$17 per class)
30 PACK	\$450 (\$15 per class)

ALL PACK PURCHASES HAVE ONE-YEAR EXPIRATION

How does the Board want to handle addressing the fee structure? If this matter is placed on the Work Session agenda (next Work Session is October 19), the decision making for the fee structure will not be timely for Mario's proposed free sessions during that week. He would need to know the agreed upon fees so that the information can be shared with the public during the free week.

C: Joe Arduino. Recreation Supervisor

Mike Blau

From: mario guaglianone <greenwichfitness@gmail.com>
Sent: Tuesday, October 11, 2016 6:27 PM
To: Mike Blau
Subject: group fitness rates

How I came to these figures:

1. In order to attract the top instructors in the area to ensure we RETAIN our participants I have agreed to pay them 15% more then the going rate in the area. They are paid a flat rate per class regardless of how many people attend so the risk is mine.

Other fixed costs: hiring a group fitness director, monthly subscription to mind body appointment and payment software.

2. The studio is terrific but it cannot hold more then 20 people comfortably so we are capped out. The price point that gets us to full capacity consistently is appx \$15, if we go lower we may be overwhelmed and could not accommodate the demand unless we overfill the room which only lessens the overall experience of the participants and leads to cancellations or people not returning.

3. We are providing a valuable service to the community for a very affordable, realistic and fair price. We are putting a 1 year expiration on the packages which is very generous.

thank you

--

Best,

Mario Guaglianone
914-450-6120

RECEIVED

OCT 07 2016

ROBERT P. ASTORINO
County Executive

TARRYTOWN VILLAGE CLERK

DEPARTMENT OF PUBLIC WORKS AND TRANSPORTATION

VINCENT F. KOPICKI, PE
Commissioner

October 6, 2016

Ms. Carol A. Booth
Village Clerk
Village of Tarrytown
One Depot Plaza
Tarrytown, New York 10591

Re: **County Wide Bus Shelter Program Intermunicipal Agreement**

- (1) **First Amendment to Agreement No. 11-915**
Extend the IMA for Three (3) Months from April 1, 2016 through June 30, 2016
- (2) **Agreement No. DOTOP12-16**
Five (5) Year IMA from July 1, 2016 through June 30, 2021

Dear Ms. Booth:

Enclosed for execution please find two (2) First Amendment documents to Intermunicipal Agreement No. 11-915 as referenced above. Kindly have the amendments signed by the appropriate official, and have the Acknowledgment forms notarized for that official's signature. In addition, please have an official other than the official signing the amendments complete and sign the top half of the Certificate of Authority forms. The bottom half of the Certificate of Authority forms must be notarized for the other official's signature. All forms shall contain original signatures and be notarized where applicable.

Also enclosed for execution please find two (2) agreement documents for Intermunicipal Agreement No. DOTOP12-16 referenced above. Kindly have the agreements signed by the appropriate official, and have the Acknowledgment forms notarized for that official's signature. In addition, please have an official other than the official signing the agreements complete and sign the top half of the Certificate of Authority forms. The bottom half of the Certificate of Authority forms must be notarized for the other official's signature. All forms shall contain original signatures and be notarized where applicable.

Please return the above to my attention, Westchester County Department of Public Works and Transportation, 148 Martine Avenue, Room 522, White Plains, New York 10601, within fourteen (14) days from the date of this letter.

Upon receipt of the above, the amendment and agreement will be processed and a fully executed copy of each will be mailed to you for your files.

Should you have any questions, please call me at (914) 995-2594.

Very truly yours,

Michael R. Dispenza
Michael R. Dispenza
Contract Administrator *KU*

MRD/ku
Encl.

cc: V. Kopicki
J. Nicoletti
J. Antonaccio
N. Klein
R. Essick
D. Infield, Dept. of Law
File

Bus Shelter Agreements – Amount received from advertising in bus shelters in FY 15-16 was \$9,570.48.

Agreement # 11-915 – extends existing term of April 1, 2011 through March 31, 2016 for an additional three month period.

Agreement # DOTOP12-16 – agreement for new five year term from July 1, 2016 through June 30, 2021.

INTERMUNICIPAL AGREEMENT NO. 11-915

THIS FIRST AMENDMENT AGREEMENT entered into this ____ day of _____, 20__ by and between:

THE COUNTY OF WESTCHESTER, a municipal corporation of the State of New York, having an office and place of business in the Michaelian Office Building, 148 Martine Avenue, White Plains, New York 10601 (the "County")

and

THE VILLAGE OF TARRYTOWN, a municipal corporation of the State of New York, having an office and place of business at One Depot Plaza, Tarrytown, New York 10591 (the "Cooperating Municipality")

W I T N E S S E T H:

WHEREAS, the County extended for an additional three months, its License Agreement with a private franchisee to construct, operate and maintain bus passenger shelters at various locations within the County as well as provide advertising on bus shelters; and

WHEREAS, the Cooperating Municipality and the County entered into an Intermunicipal Agreement whereby the County provides bus passenger shelters within the Cooperating Municipality pursuant to said License Agreement for the comfort and benefit of its citizens and the Municipality desires to extend the Intermunicipal agreement an additional three months through June 30, 2016.

NOW, THEREFORE, in consideration of the terms and conditions herein contained, the parties agree as follows:

FIRST: The Intermunicipal Agreement between the County and the Cooperating Municipality dated August 19, 2011, for the provision of bus passenger shelters pursuant to a License Agreement and First Amendment Agreement dated March 31, 2016 between the County and Clear Channel Outdoor, Inc., at locations within the Cooperating Municipality for the term April 1, 2011 through March 31, 2016 (the "Intermunicipal Agreement"), is hereby amended to

extend the term an additional three months. The first sentence of Paragraph "SECOND" of the Intermunicipal Agreement therefore, is hereby deleted in its entirety and replaced with the following:

"SECOND: The term of this Agreement shall be for the term commencing on April 1, 2011 and expiring on June 30, 2016, which term coincides with the expiration of the License Agreement and First Amendment Agreement with Clear Channel Outdoor, Inc."

SECOND: For the extended term of this First Amendment Agreement, the Cooperating Municipality shall receive its pro-rated share of revenue from the County at the rates detailed in the Intermunicipal Agreement by September 30, 2016.

THIRD: All other terms and conditions of the Intermunicipal Agreement shall remain in full force and effect.

{REMAINING PAGE INTENTIONALLY LEFT BLANK}

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment.

THE COUNTY OF WESTCHESTER

By: _____
Vincent F. Kopicki, P.E.
Commissioner of Public Works and Transportation

COOPERATING MUNICIPALITY

By: _____
(Name & Title)

Authorized by the Board of Legislators of the County of Westchester pursuant to Act
No. 241-2016 adopted on the 18th day of July, 2016.

Authorized by the Board of Acquisition and Contract of the County of Westchester on the ____
day of _____, 20__.

Authorized by the governing board of the Cooperating Municipality on the ____ day of
_____, 20__.

Approved as to form
and manner of execution:

Assistant County Attorney
County of Westchester
S/I/DTR/Bus Shelter IMA First Amendment

INTERMUNICIPAL AGREEMENT NO. DOTOP12-16

THIS AGREEMENT entered into this ____ day of _____, 20__ by and between

THE COUNTY OF WESTCHESTER, a municipal corporation of the State of New York, having an office and place of business in the Michaelian Office Building, 148 Martine-Avenue, White Plains, New York 10601 (the "County")

and

THE VILLAGE OF TARRYTOWN, a municipal corporation of the State of New York, having an office and place of business at One Depot Plaza, Tarrytown, New York 10591 (the "Cooperating Municipality")

W I T N E S S E T H:

WHEREAS, the County has entered into a License Agreement with a private franchisee to construct, operate and maintain bus passenger shelters at various locations within the County as well as provide advertising on bus shelters; and

WHEREAS, the Cooperating Municipality is desirous of having the County provide bus passenger shelters within the Cooperating Municipality pursuant to said License Agreement for the comfort and benefit of its citizens.

NOW, THEREFORE, in consideration of the terms and conditions herein contained, the parties agree as follows:

FIRST: The County is hereby authorized to provide and maintain shelters pursuant to a License Agreement between the County and Signal Outdoor Advertising, LLC, or its successors at locations within the Cooperating Municipality, all as shown on Attachment "A" attached hereto and made a part hereof. The Cooperating Municipality warrants and guarantees to the County and its Licensee that all sites shown on Attachment "A" have been reviewed by the Cooperating Municipality and that each and every site conforms with traffic and safety standards, with all local, state and federal laws, rules and regulations, and that it is either wholly contained on a public right-of-way or the appropriate easement has been requested and granted, and a private property release is on file with the Westchester County Department of Public

Works and Transportation. The Cooperating Municipality further certifies and guarantees that the sites designated on Attachment "A" are legally designated bus stop locations or that the sites will be so designated prior to installation of new bus passenger shelters. If such designation is the responsibility of a governmental agency other than the Cooperating Municipality, the Cooperating Municipality will use its best efforts to obtain such designation.

Attachment "A" shall consist of:

1. A list of all bus shelters built under the County Bus Shelter Program located in the Cooperating Municipality.
2. A list of all necessary permits and the name of the municipal official who should be contacted. As the bus shelters are going to be provided as a municipal service, all permit fees shall be waived.

The Cooperating Municipality shall have the opportunity to request additional bus passenger shelters other than those in Attachment A. Requests shall be made to the Westchester County Department of Public Works and Transportation. The County will provide shelters to cooperating municipalities, as they are available based upon the terms of License Agreement. They will be installed according to site suitability and passenger usage.

SECOND: The term of this Agreement shall be for five (5) years commencing on July 1, 2016 and expiring on June 30, 2021, which term coincides with the expiration of the License Agreement with Signal Outdoor Advertising, LLC. A copy of the License Agreement is on file with the Westchester County Department of Public Works and Transportation ("WCDPWT") and may be examined by an authorized representative of the Cooperating Municipality upon reasonable notice to the County. This Agreement shall encompass presently existing bus passenger shelters and those constructed pursuant to the License Agreement.

THIRD: The design and installation of any bus passenger shelters to be erected within the Cooperating Municipality shall be similar to, but may vary in details from the design drawings entitled "Westchester County Bus Shelter Detail" and dated August 5, 2010, copies of which are on file with the Cooperating Municipality and the County (hereinafter the "Design Drawings"). In no event, however, shall the size and illumination of the advertising signs vary

from those shown in the Design Drawings without prior approval of the Cooperating Municipality.

FOURTH: After the County has deducted \$100,000 annually, for administrative expenses, the remaining revenue received by the County from the Licensee shall be divided between the County and the Cooperating Municipalities on a 50/50 ratio. The share of the revenue due the Cooperating Municipality will be determined by the ratio of that number of shelters operated by the Licensee and producing revenue in the Cooperating Municipality to the total County-wide number of shelters operated under the License Agreement during one annual payment period. Payment will be made by the County to the Cooperating Municipality on August 1st of each year of this Agreement, beginning on August 1, 2017.

FIFTH: The Licensee of the County shall be required to hold harmless and defend the Cooperating Municipality and its employees, officers and agents from all claims, suits and actions arising from the construction and maintenance of the shelters.

SIXTH: All advertising to be displayed on the bus passenger shelters will be submitted to the County Commissioner of Department of Public Works and Transportation for approval. The Cooperating Municipality agrees that this approval shall be sufficient approval for the display of such advertising within the Cooperating Municipality. The County agrees that no political or religious advertising shall be allowed. The County further agrees that no advertising for tobacco products will be allowed, nor shall the County accept any advertising which does not meet reasonable standards of good taste.

SEVENTH: The Licensee of the County shall be required to maintain all shelters in good condition. They shall clean each shelter on a regular basis, and shall be required to repair any damaged shelter.

EIGHTH: The Cooperating Municipality shall not enter into bus shelter advertising programs on its own. The Cooperating Municipality shall waive all municipal fees for the bus shelters.

NINTH: If during the term of this Agreement any bus passenger shelter is required to be removed or relocated for any reason at the request of the Cooperating Municipality, said removal or relocation shall be done only by the County's Licensee, at the sole cost and expense of the Cooperating Municipality.

TENTH: This Agreement and its attachments constitute the entire Agreement between the parties with respect to the subject matter hereof and shall supersede all previous negotiations, commitments and writings. It shall not be released, discharged, changed or modified except by an instrument in writing signed by a duly authorized representative of each of the parties.

ELEVENTH: This Agreement shall not be enforceable until signed by both parties and approved by the Office of the County Attorney.

TWELFTH: This Agreement may be executed simultaneously in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. This Agreement shall be construed and enforced in accordance with the laws of the State of New York.

{REMAINING PAGE INTENTIONALLY LEFT BLANK}

THIRTEENTH: In the event of any conflict between the terms of this Agreement and those of its attachments, the terms of the Agreement shall control.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

THE COUNTY OF WESTCHESTER

By: _____
Vincent F. Kopicki, P.E.
Commissioner of Public Works and Transportation

COOPERATING MUNICIPALITY

By: _____
(Name & Title)

Authorized by the Board of Legislators of the County of Westchester pursuant to Act No. 142-2016 adopted on the 18th day of July, 2016.

Authorized by the Board of Acquisition and Contract of the County of Westchester on the 6th day of October, 2016.

Authorized by the governing board of the Cooperating Municipality on the ____ day of _____, 20__.

Approved as to form
and manner of execution:

Assistant County Attorney
County of Westchester
S/DTR/Bus Shelter IMA2016

ATTACHMENT A

<u>COMMUNITY</u>	<u>#</u>	<u>Installation Date</u>	<u>LOCATION</u>	<u>DESCRIPTION</u>
Tarrytown	TR01	Pre-4/1/2011	Wilkey St & Central Ave	Eastbound
Tarrytown	TR02	Pre-4/1/2011	S Broadway & Leroy Ave	Northbound
Tarrytown	TR03	Pre-4/1/2011	White Plains Rd & Meadow St	Eastbound
Tarrytown	TR06	Pre-4/1/2011	Benedict Ave & Prospect Ave	Eastbound
Tarrytown	TR07	Pre-4/1/2011	150 White Plains Rd & I- 87 exit	Eastbound
Tarrytown	TR08	Pre-4/1/2011	White Plains Rd & Sawyer Ave	Eastbound
Tarrytown	TR09	Pre-4/1/2011	White Plains Rd & Crescent Dr (Old WP Rd)	Eastbound
Tarrytown	TR10	Pre-4/1/2011	303 S Broadway	Southbound

List of all permits required:

Name of Contact and title for permit application:

§ 305-130.1. Affordable housing constructed prior to December 5, 2011.

[Added 12-5-2011 by L.L. No. 13-2011]

For affordable housing, previously known as moderate income housing, constructed prior to the date of this section, the following provisions definitions, standards and responsibilities shall apply which are separate and distinct from the provisions of Subsections A through N of § 305-130.

A.

Relevant definitions. As used in this § 305-130.1, the following terms shall have the meanings indicated:

AFFORDABILITY INDEX

One hundred twenty-five percent of the median income of all Village paid workers for the calendar year prior to the issuance of a certificate of occupancy for a development permitted under this section.

AGGREGATE INCOME

The total of all current annual incomes of all members of a household from any source whatsoever for the last full calendar year, excluding the earnings of working minors attending school full time.

CEILING RATE

Prices for ownership and rental housing which, if exceeded, shall not qualify a housing unit as moderate-income housing.

DEVELOPMENT

A parcel of land on which shall be erected or improved one or more buildings that contain moderate-income housing.

QUALIFYING INCOME

The income needed to pay the principal and interest payments on a fixed-rate, thirty-year mortgage for 80% of the sales price of moderate-income housing using mortgage rates selected by the Village Board or its designee.

SEMIDETACHED DWELLING

A one-family dwelling having one party wall and one side yard.

TARGET RATES

Prices for ownership and rental moderate-income housing which are to be used to guide the Village Board in determining the amount of density bonus to be granted.

B.

Standards for for-sale of affordable housing subject to § 305-130.1. The Village Board shall apply the following standards to moderate-income housing that is to be sold to income-eligible households:

(1)

Affordability rates.

(a)

Purchase target rate. The purchase target rate for moderate-income housing sold to income-eligible households shall be established by multiplying the affordability index by a factor of 2.75. To determine a purchase target rate for a dwelling unit of a particular size, the purchase target rate shall be multiplied by the following factors:

Size of Unit Factor

Size of Unit Factor

0-bedroom 0.8
1-bedroom 0.9
2-bedroom 1.0
3-bedroom 1.1
4-bedroom 1.2
5-bedroom 1.3

(b)

Purchase ceiling rate. The purchase ceiling rate for various unit sizes shall be 150% of the purchase target rate.

(2)

Income eligibility. To be eligible to purchase affordable housing subject to the provisions of this section, a household's aggregate income shall not exceed 120% of the qualifying income required for the purchase of moderate-income housing sold at the unit's purchase ceiling rate.

C.

Standards for rental affordable housing subject to § **305-130.1**. The Village Board shall apply the following standards for moderate-income housing rented to income-eligible households:

(1)

Affordability rates.

(a)

Rental index rate. The rental index rate shall be 25% of the affordability index.

(b)

Rental target rate. The rental target rate for specific moderate-income housing units rented to income-eligible households shall be established according to the size of each individual housing unit and shall be determined by multiplying the rental index rate by the following factors:

Size of Unit Factor

0-bedroom 0.8
1-bedroom 0.9
2-bedroom 1.0
3-bedroom 1.1
4-bedroom 1.2
5-bedroom 1.3

(c)

Rental ceiling rate. The rental ceiling rate for various unit sizes shall be 150% of the rental target rate.

(2)

Income eligibility. To be eligible to rent affordable housing subject to the provisions of this section, a household's aggregate income shall not exceed four times the unit's rental ceiling rate.

D.

Occupant selection standards. When affordable housing subject to the provisions of this section is sold or rented, the following standards shall be used to determine occupancy:

(1)

A household must be income-eligible in accordance with the requirements of Subsections **B** and **C** above.

(2)

Preference categories. Among income-eligible households, preference to purchase or rent moderate-income housing shall be given to those which contain an individual in one of the following categories:

(a)

Village employees who have worked for the Village for at least one year.

(b)

Volunteer fire company and ambulance corps members living in and serving Tarrytown for at least one year.

(c)

Households whose head of household or spouse is 62 years of age or older and has lived in the Village for at least five years.

(d)

Households whose head of household or spouse is 30 years of age or younger and has lived in the Village for at least 10 years at any given time.

(3)

Priority among income-eligible households. Income-eligible households with the least financial resources, with consideration given to preference categories listed above, shall be given a priority for occupancy so long as:

(a)

For ownership purchase affordable housing subject to the provisions of this section, the household is eligible for available market financing; or

(b)

For rental purchase affordable housing subject to the provisions of this section, the rent does not exceed 25% of the household's aggregate income.

E.

Perpetuating affordability.

(1)

Use limitations. The owner or occupant of affordable housing subject to the provisions of this section shall not lease or sublet the unit without the prior authorization of the Affordable Housing Committee established in § **305-130N** hereinabove. The Affordable Housing Committee shall not permit such housing to be leased or sublet, and then only for a period of up to six months, unless the following conditions are met:

(a)

The owner or occupant intends in good faith to use the unit as his/her principal residence but is temporarily prevented from doing so because of illness, illness of a family member, requirements of employment or other appropriate reason;

(b)

The lessee or sublessee meets the conditions established herein for initial occupancy of such housing; and

(c)

The rent charged is in accordance with the provisions and intent of this section.

(2)

Deed restrictions.

(a)

Ownership units. The title to purchase affordable housing subject to the provisions of this section shall be restricted so that in the event of resale by the owner or any successor, the resale provisions set forth in Subsection G(3) below will apply.

(b)

Rental units. The title to a development containing purchase affordable housing subject to the provisions of this section shall be restricted so that, in the event of resale by the owner, the purchaser will maintain the provisions of the rent regulations agreement in accordance with Subsection G(4) below.

(3)

Resale.

(a)

The resale price of such housing shall be the original purchase price paid by the owner plus the costs of purchasing and selling the unit, which sum shall be increased by a percentage equivalent to the increase in the consumer price index from the date of the original purchase to the date of the sale.

(b)

Resale procedure. The owner of such housing shall first offer to sell the unit to the Affordable Housing Committee or its designee. Upon notification of the owner's intent to sell, the Affordable Housing Committee shall calculate the resale price as set forth in Subsection G(3)(a) above.

(4)

Rent regulation and lease renewal.


(a)

A rent regulation agreement shall be entered into by the owner of a development containing rental affordable housing subject to the provisions of this section prior to receiving a certificate of occupancy. This agreement shall be incorporated into the deed of the property containing rental of such housing. This agreement shall establish the amount of initial rents, procedures for determining rent increases for leases of various terms using reliable indices, procedures for leasing to eligible tenants, procedures for renewing leases and other conditions necessary to effectuate the purposes of this section.

(b)

Continued eligibility. An occupant of such rental housing remains eligible for the renewal of a lease if the occupant's aggregate income at the time of the lease renewal does not exceed four times the current rental ceiling rate for the occupant's unit.

F.

The Affordable Housing Committee, established pursuant to § 305-130N shall have the following responsibilities in relation to the provisions of this § 305-130.1: 


(1)

The annual review of the implementation of this section and the recommendation of changes in these provisions, where necessary.

(2)

The calculation of the affordability index rates, target rates, ceiling rates and eligible incomes for each calendar year.

(3)

The certification of the eligibility of all households applying for the purchase or rental of affordable housing pursuant to § 305-130.1 and the annual recertification of each applicant. 

(4)

The maintenance of a list of eligible households for each size and type of affordable housing pursuant to § **305-130.1**.

(5)

The establishment of an orderly and fair process for selecting income-eligible households for occupancy of affordable housing pursuant to § **305-130.1**.

(6)

The promulgation of such rules and regulations necessary to implement the requirements, intent and purpose of this section.

(7)

The authority to take any other actions necessary to effectuate the purpose and intent of this section.

G.

The grant of any permit under this section shall be subject to site plan approval by the Planning Board.

H.

The plan to be submitted as part of the application for the permit, as required under §§ **305-119C** and **305-122** of this article, shall be reviewed by the Planning Board not only for its recommendations and findings but also as lead agency under the environmental review requirements of § **305-121D** of this article, the State Environmental Quality Review Act[1] and the Village's regulations thereunder.



Housing Action Council

55 South Broadway
Tarrytown, NY 10591
(914) 332-4144
(914) 332-4147

A Proposal to Provide Services
in Connection With
Qualifying Households for the Affordable Housing Development
located at
21 Wildey Street in the Village of Tarrytown, New York

Rosemarie Noonan
Executive Director
noonan@affordablehomes.org

Alan R. Gordon
Deputy Director
agordon@affordablehomess.org

Services

The Housing Action Council will qualify prospective renters for the affordable housing development located at 21 Wildey Street in the Village of Tarrytown, New York (the "Development"). The Development consists of twelve (12) units including eight (8) one bedroom units and four (4) two bedroom units. Applicants are required to be qualified in accordance with §305-130.1 of the Village of Tarrytown's (the "Village") Zoning Code. Services will include:

- Participate in meetings with Village officials, representatives of National Resources, and members of the Affordable Housing Committee as requested to further the qualification of prospective renters;
- Develop the provisions of a recordable rent regulatory agreement and rules and regulations that set forth the methodology for setting initial rent levels and rent increases, selecting initial and subsequent renters, occupancy standards, term of affordability, tenant screening criteria, and similar provisions;
- Qualify prospective renters in accordance with occupant selection standards as set forth in §305-130.1D of the Village's Zoning Code including preferences and priorities as set forth in this section;
- Screen prospective renters;
- Certify the eligibility of selected renters;
- Recertify household incomes of renters on an annual basis;
- Provide reports to the Village as requested; and
- Maintain records

Fee

Development of Rent Regulatory Agreement & Rules & Regulations – not to exceed \$2,625
(estimated at 15 hours at \$175/hr)

Qualification of Initial & Subsequent Renters – \$1,250/unit with a 3% annual escalation factor

Annual Recertification of Renters -- \$ 300/unit with a 3% annual escalation factor

Direct Expenses – any expenses such as consumer reports for credit, landlord/tenant history, and criminal records as may be required

Payment for services related to development of rent regulatory agreement and rules and regulations due upon completion. Payment for services for qualifying rents and annual recertification due upon completion of qualification or recertification.

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

TO: Mayor Fixell and the Board of Trustees
FROM: Michael Blau, Village Administrator
RE: Strategic Plan, Parks and Recreation Facilities
DATE: October 12, 2016

At a previous Work Session, we discussed the need to employ the services of a consultant to perform a survey to solicit input from residents concerning their thoughts on both existing parks and recreation facilities and what they believe to be a need in the Village. The Board was reviewing one proposal for performing the work submitted by a person who performs survey work for the Tarrytown Schools Foundation. I was directed to complete two tasks. First, to find out what other costs may be involved in completing the strategic plan and second, to obtain cost proposals from other entities to complete the survey so that the Board can better assess moving forward with a consultant.

In answer to the first question, I reached out to Joseph Stout who was hired by the Village to assist the Parks and Recreation Advisory Council in the development of the strategic plan. I noted to him that I had discussed with the Board the survey and notice cards being mailed to residents alerting them to the availability of the survey and requesting their participation. Please note that the cost to print and mail a post card regarding the on-line survey is \$1,650. He noted that the Village would need to have someone analyze the data from the survey and issue a report with the analysis. I informed him that the proposal received for the on-line survey included that analysis and report. He noted that he did not believe there would be any other cost to finalize the strategic study report to the Board of Trustees.

The second item was more difficult. I reached out to my network to obtain the names of firms used by other municipalities for such survey work. Only one municipality responded that they had conducted any survey work and I contacted the consultant used by that municipality. That consultant has retired and is no longer performing survey consulting work. I thereafter searched in the internet and found other companies that can perform this type of work. The comparative prices are as follows:

- J. Kelly Incorporated (local consultant for Schools Foundation) - \$12,000
- National Business Research Institute, Inc. - \$9,220
- Survey Design and Analysis.com - \$5,000 to \$7,000

I have included the proposals and/or estimates received and the associated emails for your review of this matter.

Proposal for Tarrytown Parks & Recreation Advisory Council

Resident survey about recreation facilities

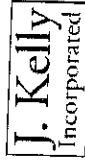
July 22, 2016



J. Kelly Incorporated Jennifer@jkellycorp.com 914.907.2958

Project Background

- The Tarrytown Parks and Recreation Advisory Council is in the process of developing a strategic plan for the development of recreation facilities in the village.
- To guide this plan, the council would like to conduct a survey of village residents to understand their usage and attitudes toward existing facilities and their opinions about the development of a variety of new types of facilities.
- To encourage responses and minimize survey costs on a fast timeline, it was decided that the ideal format is an online survey.



J. Kelly Incorporated Jennifer@jkellycorp.com 914.967.2008

Project Overview

Design Survey & Outreach

- Document and receive approval from committee via email on:
 - Final survey objectives and key decisions to be made based on the survey
 - Survey execution plan including outreach options and use of incentive
- Confirm final audience definitions including demographic info needed
- Outline survey questions and present to committee for approval (email or in person)
- Create high level outreach plan including communications options*
- Create copy for describing and soliciting responses for the survey

Build and Gather Responses

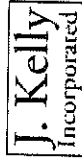
- Create survey questions and response options
- Develop survey in Survey Monkey and send link for testing to committee
- Committee provides consolidated feedback from all reviewers (up to 2 rounds of changes)
- Incorporate changes
- Translate survey questions to Spanish and update survey to be bilingual; translate copy for describing and soliciting
- Provide final survey link to committee
- Provide periodic updates on response status

Summarize Insights

- Analyze Survey response data to answer key questions identified in survey objectives
- Prepare and present in 60-90 minute meeting a 25-40 page report summarizing survey results with insights into the data and what it tells us
 - Additional details will be provided in spreadsheet format for responses based on up to 3 demographic criteria** (e.g., responses by age group, # children household and primary language spoken)
- Post-presentation, several hours of consultation will be provided if committee has additional questions about the data or conclusions.

Fees and Payment Terms

- Total fees: \$12,000
- 50% invoiced at beginning of project; 50% upon presentation of survey results.



J. Kelly Incorporated | letmother@jkellycorp.com | 914.907.2978

* Assumption is that the facilities committee will be responsible for all outreach and solicitation of responses.

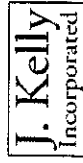
** Demographic subsets will not necessarily have any statistical significance but can be used for directional information.

[illegible]

L. Kelly Incorporated lkellycorp.com 914.907.2438

Additional Notes

- Survey anticipated to be 10 minutes or less, so number of questions will be limited to encourage response.
- Survey covers only facilities, and not programming
- Facilities council will handle all marketing and communications about the survey including soliciting respondents.
- If manual entry of responses is needed, work will be separately scoped.
- For a population of ~12,000 persons, a statistically significant sample size would be approximately 375 (a response rate of 3% which is quite high without an incentive); for a population of ~6,000, sample size would be ~ 360 responses (a response rate of 6%).
- Council will be responsible for obtaining and delivering incentive to winner (winner to be selected via random drawing of all eligible responses) and ensuring that the town is comfortable having this raffle from a legal perspective.



J. Kelly Incorporated Jennifer@jkellycorp.com 914.510.2978

Mike Blau

From: Melissa Barba <MelissaBarba@nbrii.com>
Sent: Friday, September 02, 2016 12:59 PM
To: Mike Blau
Subject: NBRI Follow-up - 09-02-16
Attachments: NBRI Pricing Proposal for Village of Tarrytown - 09-02-16 .pdf

Hi Michael,

Thank you for your time today and for contacting NBRI regarding your Parks & Recreation Survey. As a leading, full service survey research firm, NBRI employs only **best practices** in our survey research studies, including the following items.

- Question development including collaboration with an Organizational Psychologist at NBRI.
- Online survey design branded with your logo and hosted by NBRI.
- Data report containing the number of responses, mean scores, benchmarking scores, and distribution of responses for your preferred reporting groups.
- Comment report containing verbatim responses to open-ended questions.
- Raw Data File in Excel.
- Executive Summary that outlines your strengths, opportunities, weaknesses, threats and recommended action items for improvement.
- Executive Presentation of results and next steps delivered by your NBRI Organizational Psychologist.
- Professional assistance from beginning to end by your NBRI Organizational Psychologist and Project Team.

Please advise your availability for a follow-up discussion. In the meantime, I invite you to view a few short videos outlining the overall process, and best practices in survey design, deployment, reporting, and action planning.

Please let me know if you have any questions. I look forward to speaking with you soon!

Best regards,
Melissa

Melissa Barba
Research Consultant

REAL SCIENCE, REAL RESULTS!

National Business Research Institute, Inc (NBRI)

2701 Dallas Parkway; Suite 650, Plano, TX 75093

Main: 972.612.5070; Toll Free in the U.S.: 800.756.6168; Direct: 972.612.5093

Click below to follow us:




Village of Tarrytown - Market Research Survey
Pricing Proposal
Online Deployment - Global Survey
September 2, 2016

#	DESCRIPTION	QTY.	PRICE	EXT.
1	Organizational Psychologist - Question Database Consulting	1	1,295	1,295
2	Market Research Survey Content	1	995	995
3	Online or Telephone Survey Design	1	1,495	1,495
4	Online Survey Data and Comment Collection (\$350 Min)	400	0.10	350
5	Report Programming (Up to 10 Reports)	1	695	695
6	Data Reports (English)	1	125	125
7	Comment Reports (English)	1	125	125
8	Raw Data File of Survey Responses in Excel	1	150	150
9	Organizational Psychologist - Executive Summary with Deep Analytics	1	2,495	2,495
10	Organizational Psychologist - Executive Results Presentation Webcast	1	1,495	1,495
			Total =	\$9,220

All Pricing Proposals are valid for 30 days.

Terms: 50% Retainer due prior to beginning Research Study, Net 10.

50% due prior to Deployment of Research Study, Net 10.

Mike Blau

From: Edward Halteman <Ed@survey-design-and-analysis.com>
Sent: Friday, October 07, 2016 11:59 AM
To: Mike Blau
Subject: Re: Form submission from: Contact Form

Hi Mike,

You are looking at a cost of \$5,000 - \$7,000 for an online survey based on the following assumptions and services:

Assumptions

- Online survey in English only
- Email addresses and names provided
- Resident list of ~10,000
- No more than 50 questions

This includes the following services:

- Survey design and development
- Survey deployment and hosting
- Survey testing (conduct survey pilot, as needed)
- Statistical sampling (as desired)
- Personalized email invitations and reminders
- Real-time online reporting
- Statistical data analysis
- Final report and presentation of results

I hope this helps. Let me know if you have any questions or need any additional information.

Best regards,

Ed

Ed Halteman
Ed@survey-design-and-analysis.com
303-818-3679

On Oct 7, 2016, at 5:56 AM, Mike Blau <MBlau@tarrytowngov.com> wrote:

Starting with a quick idea of costs

From: Edward Halteman [<mailto:Ed@survey-design-and-analysis.com>]
Sent: Thursday, October 06, 2016 11:50 AM
To: Mike Blau
Subject: Re: Form submission from: Contact Form

Dear Michael,

Thank you for your interest in Survey Design & Analysis.

Are you looking for quick idea of the costs or are you interested in receiving a formal proposal?

Let me know how we can best help. We are happy to help you in any way we can. You can email or call me at the number below.

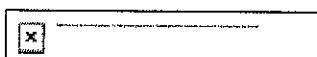
I look forward to hearing from you.

Best regards,

Ed

Ed Halteman, PhD
Survey Expert
Survey Design & Analysis
"When Decisions Matter"
SurveyDNA.com
Ed@survey-design-and-analysis.com
303-818-3679

On Oct 6, 2016, at 8:05 AM, Michael via Survey Design & Analysis <ed@survey-design-and-analysis.com> wrote:



Submitted on Thursday, October 6, 2016 - 08:05

Submitted values are:

First Name: Michael

Last Name: Blau

Email: mblau@tarrytowngov.com

Phone Number: 1 (914) 631-1785

Project Description: The Village of Tarrytown is working on a strategic plan associated with our parks and recreational facilities. As part of the development of the plan, we need to survey the residents of the Village regarding the current parks and facilities and what the public believes are the future needs of the community. We are looking to complete an on-line survey and have the results analyzed and that analysis included in the strategic plan. There are 11,580 residents of the Village, but obviously a lesser number of adults that would be responding to the survey.

MEMORANDUM

DEPARTMENT of PUBLIC WORKS

TO: Michael Blau, Village Administrator

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

DATE: 13 October, 2016

RE: Sanitary Sewer Repair

Within the last year there have been two sanitary sewer backups on Midland Avenue near the intersection of Benedict Avenue that have resulted in property damage claims.

After the second incident this sanitary sewer line was cleaned and video inspected. During the inspection three areas of concern were found:

1. A joint has separated in one section of the tile pipe creating a sag which was collecting debris.
2. In another section there was sag in the pipe large enough to completely submerge the camera creating a pocket where debris can collect.
3. A section of pipe has spider cracks all around the pipe that can fail in the future.

All three of these problem areas are in one 60 foot long section of sanitary sewer starting at the manhole on Benedict Ave and going north into Midland Ave.

Most if not all of the trench required to excavate and repair/replace this portion of sanitary sewer will have to be hand dug due to the conflicts with numerous utilities in the area.

I have solicited three proposals from contractors capable of making the repairs/replacement. The lowest was from PVS Construction in the amount of \$28,765.00.



October 7th 2016

Howard Wessels
Superintendent
One Depot Plaza
Tarrytown, NY 10591

Re: Midland Avenue Sewer Repair
Village of Tarrytown

Dear Mr. Wessels,

Thank you for the opportunity to provide a proposal on the Midland Avenue Sewer Repair. We have reviewed and evaluated the proposed scope of work and hereby submit our proposal to execute this work. Our proposal is based on scope of work below.

Scope of Work:

- Work to be performed during the hours of 7am-3pm
- Saw cut existing pavement at work area
- Remove existing asphalt and concrete
- Excavate approx. 4' d x 60' long trench.
- Repair 8" sewer main.
- Backfill and restore trench to DOT specs

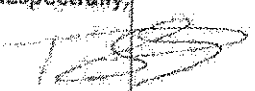
Total Cost: \$28,765.00

Exclusions:

Asbestos Testing and /or Abatement
Permits (by owner)
Performance/Payment Bonds
Holiday Pay

We trust that we have covered all the construction items which you have requested to be quoted in this proposal. However, if there are items we have neglected to include or work items which should be deleted from the above scope of work, please feel free to give me a call.

Respectfully,


Parry Segura
PVS Construction LLC.



Raines Contracting Inc.
Underground Utility Specialist
25 Natures Trail, Chester New York, 10918
845-662-1655
rainescontracting@hotmail.com

Benedict Avenue Tarrytown, NY Sewer Main Repair

For the repair of approximately 30' of 8" sewer main.

Price includes tying into sewer manhole, replacing 30' of 8" sewer main, tying into existing 8" sewer main.

Price includes cutting of concrete roadway.

Price includes stone.

Price includes all pavement restoration.

Price includes all material.

Price includes mobilization and de-mobilization.

Price includes all traffic control.

Price includes all labor and equipment.

Lump Sum Price: \$30,500.00

Thank you for the opportunity to bid this project,

Steve Raines

Legacy Supply LLC

14 Railroad Avenue, Valhalla, NY 10595
PHONE (914) 262-2048 - FAX 914-946-2355

Proposal Submitted To Village of Tarrytown	Phone (914) 631-0356	Date 10/11/16
Street 4 Division Street	Email hwessells@tarrytowngov.com	
City, State and Zip Code Tarrytown, NY 10591	Job Name Sewer Main Replacement	
Architect	Date of Plans	Job Location Tarrytown, NY
		Job Phone

We Propose hereby to furnish material and labor -- complete in accordance with specification below, for the sum of:

Seventy-Seven Thousand Five Hundred Dollars

\$ 77,500.00

Payment to be made as follows:

NET 30

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

Authorized
Signature

Note: This proposal may be
Withdrawn by us if not accepted within 30 days

We hereby submit specifications and estimates for:

Replace 8" sewer line as described on site walk through.

Price includes: Mobilization, demobilization, insurance, union labor, material, and restoration.

Total: \$77,500.00

Our terms: NET 30

SALES TAX NOT INCLUDED

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

Date of Acceptance:

Signature

Signature