

**VILLAGE OF TARRYTOWN
BOARD OF TRUSTEES
WORK SESSION 6:00 P.M.
TUESDAY, NOVEMBER 10, 2015
*Tarrytown Village Hall
One Depot Plaza, Tarrytown, New York***

Update on Tarrytown Railroad Station and Waterfront Study

Board of Trustees Concerns

Open Session

1. Pool – 2 Summit Street
2. Friends of the Tarrytown Lakes
3. Creation of Historic Designation Committee
4. IMA with Briarcliff Manor – SCADA Equipment
5. Request for Trails Presentation – Scenic Hudson
6. New New York Bridge Waterfront Revitalization Project
7. Amendment to Peddlers and Solicitors Legislation

Executive Session

- 1A. Personnel – 6:30 p.m.
- 2A. Appraisal of Property

VILLAGE OF TARRYTOWN INTEROFFICE MEMORANDUM

TO: Michael S. Blau, Village Administrator
FROM: Michael J. McGarvey, P.E., Village Engineer
DATE: October 21, 2015
RE: 2 Summit Street

Please be advised that it has come to our attention that a concrete pool was constructed without a permit on a Village of Tarrytown 15' wide sewer main on the above-referenced property. Attached for your consideration is a letter dated August 1, 1983 to the owner, Joseph Quarto, informing him that an easement exists through his property and that the pool is in said easement. At this time, the Village's only option is to:

- 1) Have the owners remove the pool from the easement.
- 2) Allow the pool to remain but have the owners indemnify the Village should either:
 - a. Something happens to our sewer main as a result of the pool above.
 - b. Should the Village at any time need to access the sewer easement for repairs or maintenance to the sewer main, we will remove the pool but will not replace it. The property owner will be charged whatever costs incurred by the contractor for the demolition of said pool.

If option 2 is chosen, a building permit with plumbing and electrical permits must be secured to legalize the existence of the pool.

With either option, a new updated survey should be submitted to the Village to show if there are any other encroachments on our sewer easement.

Should you have any questions regarding this letter, please contact me.

MJM:dsb
Attachment

WALTER & MARIAN SNIK
2 Summit Street
Tarrytown, New York 10591
Home: (914) 631-7114 Cell: (914) 309-0526
E-mail: snikmrs@aol.com

October 10, 2015

Mr. Michael S. Blau
Village Administrator,
Village of Tarrytown
One Depot Plaza
Tarrytown, NY 10591

RECEIVED

OCT 13 2015

TARRYTOWN VILLAGE
ADMINISTRATOR

Dear Mr. Blau,

We have been living at the above address in Tarrytown since October 1992, (the past 23 years), and are ready to put the house on the market to sell.

It has just come to our attention now, by our realtor, that the swimming pool, built by the previous owners, Mr. & Mrs. Joseph Quarto, was built on a legal easement for a sewer line running through the property. See enclosed letter dated August 1, 1983 and Village internal memorandum dated June 22, 1983 which also stated that there was not a building permit issued for the pool.

Also enclosed are additional documents:

1. Property listing sheet from 1992 - describing the In-Ground Pool
2. Survey of Property prepared for Eastview Construction Corp. - showing the concrete pool - which was stamped as Received by the Bldg Dept on Oct 02, 1992.

We were never made aware of any of the above issues until now and would like some direction on how to handle the issue of the swimming pool on the town's sewer easement in order to sell our home to a prospective buyer. We met with Mr. Michael McGarvey of the Building Department on September 18, 2015, and he suggested we contact you. Therefore, we would like to schedule a meeting with you and our realtor, Ray Lopez, to discuss our options going forward with this matter.

Please feel free to contact us on Marian's cell # (914) 309-0526 if you have any questions. Thank you for your time and consideration and we look forward to meeting with you soon.

Sincerely,


Walter & Marian SNIK

cc: Raymond Lopez, Better Homes and Gardens Rand Realty
Enclosures

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Attachment

Tarrytown - on - Hudson

21 Wildeg Street, Tarrytown, New York 10591-3199



PETER BARBELLA
Mayor

ROBERT G. LUSTYIK, SR.
Deputy Mayor

JEROME W. BLOOD
ARMANDO GALELLA, JR.
ANGELA LICHTENBERGER
JOSEPH M. LOFARO
EILEEN PILLA
Trustees

GENNARO J. FAIELLA
Village Administrator

LOUISE E. CAMILLIERE
Village Clerk

GERALD J. BARBELET
Village Treasurer

DONAL M. WALSH
Village Attorney

Telephone: 914-631-1106

August 1, 1983

Mr. Joseph Quarto
2 Summit Street
Tarrytown, New York 10591

Re: Sheet 20 Block 69 Lot 6 P1

Dear Sir:

The Village of Tarrytown has a legal easement through your property for the purpose of running an 8" sanitary sewer line to Sheldon Avenue.

In the very near future the Village will be changing this line from 8" to 10" or 12" line. The concern is with the digging for replacement line that your pool or the pool apron will have to be dug up.

Enclosed please find copy of easement thru your property and a map of how the sanitary line runs through your property and connects to Sheldon Avenue and down to Broadway. Also further search does not reveal a building permit for your pool.

Should you have any questions, I can be reached at 631-1106.

Sincerely,

George Higle
George Higle

Building Inspector

Encl.

cc: Village Administrator, G. Faiella
Village Attorney, D. Walsh

VILLAGE OF TARRYTOWN

INTERNAL MEMORANDUM

To: William Baird, Building Inspector
From: Gennaro Faiella, Village Administrator
Date: June 22, 1983
Subject: QUARTO RESIDENCE

Mr. Quarto on Summit Street has a pool located directly over the sewer line. Could you please inform me whether this pool needed a building permit and if so, was one ever issued.

No Permit issued

Speak to J. Kyle

Verify this Village has an easement thru property

Property Listing From 1992

***** RESIDENTIAL *****

Ln: 2007 Zone: 3 Type: RES TA Status: NEW LP: 30000.00
 Hwn: 2 Srt: SUMMIT ST. Pct: TARRY OWN
 Munic: GREENGLASS Grd: 120 Map: 4 Zip: 10594 Power: MUTUAL

Style: CONTEMPORA Front: Sct: 82 Est: DOMS LANE
 Const: FRAME Yr Bld: 1968 6 Sct: IRVINGTON
 Est: 2600 Sqr Ft: 12 Br: 2 Bath: 4.0 Zoning: R10 Est: 5238
 Garage: 2 CAR GAR Tax Id: 820/87/15.18 Mbr: 16X15
 Color: BROWN Lt: 14X21 Dr: 16X15 Mbr: 16X15
 Home Area: N L1: 14X21 BR: 12X13 BATH: 3 BATH: 12X15
 L2: BR: 12X11 BR: 12X13 BATH: 3 BATH: 12X15
 L3: LL: IN-LAW/DA. BR: 11. BR: 12X10 KIT
 L4: LL: IN-LAW/DA. BR: 11. BR: 12X10 KIT

Attic: N
 Walls: SHEETROCK Heat: HA
 Sew/Septic: SEWER WATER: MUNIC Elec: Cap: AC: CENT
 Insul: FIBERGLAS Plumb: COPPER Fuel: OIL Co: CON ED
 R: W: Roof: SHSL ASP Cost: Gar: Rem: PUBLIC

Amen: FNEO YD. POOL. PRIVACY. BROCK. IN-LAW/ACC
 Incl: RGE. REF. FDR. DSHWR. DISP. WSHR. DRYR. A/C UNITS. EXCL:
 Remarks: EXCLUDED: STEREO 2 SPEAKERS
 LOVELY IN-GROUND POOL.

Imprv: N
 Data: 2' WAY TO SHELTON, LEFT ONTO HEADON LEFT ONTO SUMMIT
 DATA BELIEVED ACCURATE/NOT WARRANTED ALL DATA SUBJECT TO VERIFICATION

Ld: 01/29/92 Lt: 5A Neg YrFu: LA Fin Avl: N Mod/Excls: N C/S N/S: 3M
 Owner: QUARTO M/E Rem: 1AW
 Ld: 879 Ld#: 9557
 Comm: Coot: Ph: .00 Dmd: .00
 STYLE: CONTEMPORA FRANKING: 2 CAR GAR WATER: MUNIC WALLS: SHEETROCK HEATING
 INSULATION: FIBERGLAS PLUMBING: COPPER FUEL: OIL ROOF: SHSL ASPH
 AMEN: FIBERGLAS YD. POOL. PRIV. Y. BROCK. IN-LAW/ACC
 INCLUSIONS: RGE. REF. FDR. DSHWR. DISP. WSHR. DRYR. A/C UNITS. W/N
 WINDOW TREAT. MBRV. SMOKE DEIR. LT FIXTURES

Title # PFC 6862 W

Survey made by Charles Riley, Surveyor, dated July 20, 1965
brought to date June 28, 1968 shows no encroachments or variations
except the following:

1. Fences vary with part of the southerly lines of title.
2. 15 foot sewer easement crosses subject premises from east to west.
3. Concrete pool extends onto the 15 foot sewer easement.

SURVEY INSPECTION dated 9/1/92 shows:

1. Metal shed along westerly portion of subject premises.
2. Deck on the southerly side of the building.
3. Cabana located on the northerly portion of subject premises.

Tarrytown-on-Hudson

21 Wildeg Street, Tarrytown, New York 10591-3199



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Enclosed please find copy of easement thru your property and a map of how the sanitary line runs through your property and connects to Sheldon Avenue and down to Broadway. Also further search does not reveal a building permit for your pool.

Should you have any questions, I can be reached at 631-1106.

Sincerely,

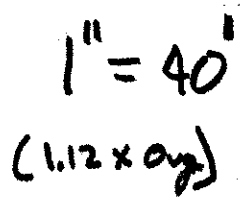
George Hagle
George Hagle

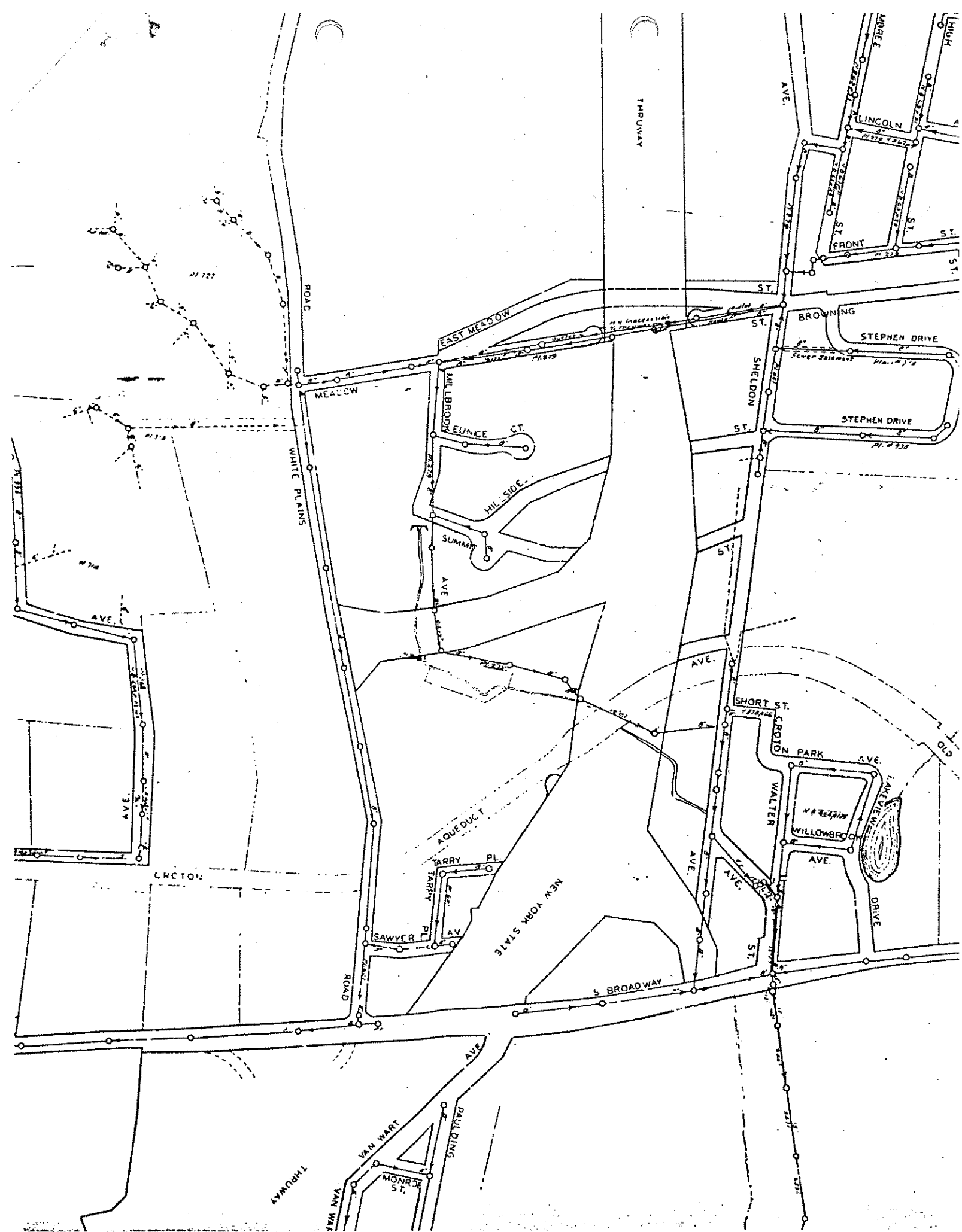
Building Inspector

Encl.

cc: Village Administrator, G. Faiella
Village Attorney, D. Walsh

MILLBROOK A





RECEIVED

OCT 23 2015

TARRYTOWN VILLAGE
ADMINISTRATOR

FRIENDS OF THE TARRYTOWN LAKES

Whereas, a group of concerned residents is interested in creating an entity to be known as the Friends of The Tarrytown Lakes to perform clean-up, enhancement, maintenance and planting projects at the Tarrytown Lakes; and

Whereas, the Friends of the Tarrytown Lakes seek to maintain and improve the cleanliness, beauty and environmental sustainability of the Tarrytown Lakes through hands-on work by volunteers from the neighborhood, local schools and community residents; and

Whereas the Friends of the Tarrytown Lakes plan to educate Friends members as well as other community members about the local ecology and the skills required for stewardship of the Tarrytown Lakes; and

Whereas the Friends of the Tarrytown Lakes plans to facilitate cooperation between the village and available resources from state and county agencies as well as environmentally oriented nonprofits; and

Whereas, the Board of Trustees believes that there is a tremendous value to the Village for volunteer groups to provide assistance to the Village staff in the ongoing maintenance of Village parks.

NOW THEREFORE, BE IT RESOLVED that the Board of Trustees does hereby recognize and acknowledge the work that will be performed at the Tarrytown Lakes in Tarrytown by the Friends of the Tarrytown Lakes

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

TO: Mayor Fixell and the Board of Trustees
FROM: Michael Blau, Village Administrator
RE: Creation of Historic Designation Committee
DATE: October 28, 2015

Below please find an email received from Ron Tedesco of the Planning Board.

The planning board agreed to recommend to the BOT to set up a special committee chaired by the village historian with Linda Viertel and other volunteers as members. Nick Robinson of Pace would be an excellent consultant to the committee.

We asked the Society members present at the work session to provide us a prioritized list of 10 sites / buildings that should receive local historic designation with a rationale for each. This was to include the Jacob House. We asked them to come to our work session in November and present this information.

Mike- Could you pass on our recommendation to the BOT for the creation of the special committee for historic preservation.

The Planning Board wants to move forward working with the Historical Society and this committee to submit proposed designations to the Board of Trustees. They are fully aware that any proposed designation will require supporting documentation as to why a property or area has historical or cultural significance in the Village.

INTERMUNICIPAL AGREEMENT

THIS AGREEMENT made this day of 2015, by and between the Village of Briarcliff Manor, a municipal corporation of the State of New York, having its offices at 1111 Pleasantville Road, Briarcliff Manor, New York 10510 ("Briarcliff Manor") and the Village of Tarrytown, a municipal corporation of the State of New York, having its offices at One Depot Plaza, Tarrytown, NY 10591 ("Tarrytown").

WITNESSETH

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

WHEREAS, Briarcliff Manor uses a Supervisory Control and Data Acquisition ("SCADA") system to monitor its water and wastewater facilities and wishes to place antennae and ground equipment (collectively the "Antenna Facilities") in Tarrytown to function as a repeater station to enable and enhance SCADA radio signals to its water and wastewater infrastructure located outside of Briarcliff Manor's municipal boundaries; and

WHEREAS, Tarrytown owns certain premises designated on the Town of Greenburgh tax map as Section _____, Block _____, Lot _____, and more particularly described on Exhibit A annexed hereto and made a part hereof (the "Property"); and

WHEREAS, Tarrytown maintains its own SCADA system at its high service water storage tank (the "Tank") which it maintains on the Property that it wishes to enhance via the connection to the Briarcliff Manor SCADA system using an Ethernet connection between the two systems; and

WHEREAS, Briarcliff Manor wishes to place the Antenna Facilities upon the Tank on the Property and Tarrytown desires to permit such placement as provided herein and to set forth in writing the terms and conditions of an agreement relative to such cooperative effort.

NOW, THEREFORE, in consideration of the mutual promises of the parties, it is understood and agreed as follows:

1. Briarcliff Manor is hereby permitted to use a portion of the Property for the placement of the Antenna Facilities according to the communications plan attached as Exhibit B and together with a license for access as set forth in Section 9 below (collectively referred to hereinafter as the "Premises"). Briarcliff Manor is permitted to (i) place an antenna on a portion of the tank to be determined upon mutual consent with the Tarrytown Village Engineer upon proof acceptable to the Tarrytown Village Engineer that the placement of the antenna on the tank will not impact upon the tank structure, said antenna not to exceed two feet in width and four feet in height, and (ii) install a panel and equipment pedestal having a maximum foot print of 15 square feet within the existing fence enclosure. Since the location in question is subject to an easement provided to Tarrytown from the Town of Greenburgh to utilize the site, should Briarcliff Manor be required to obtain permission from Greenburgh for the placement of any facilities necessary on the site, Tarrytown will assist Briarcliff Manor but any and all costs associated therewith shall be borne by Briarcliff Manor.

2. Upon placement of the Antenna Facilities upon the Tank, and commencement of operations of the Antenna Facilities, Tarrytown shall be permitted to connect to the Village of Briarcliff Manor System using an Ethernet connection to collect data from the Tap Building.

3. The term of this IMA shall be five (5) years commencing on the date of full execution of this IMA, subject to three (3) five (5) year extensions upon written notice of Briarcliff Manor to Tarrytown delivered no later than three (3) months prior to the expiration of the term or any extension thereof. Tarrytown shall have the right to terminate this agreement at the end of each term by providing notice to Briarcliff Manor no later than three (3) months prior to the expiration of the term or any extension thereof.

3. The Premises may be used by Briarcliff Manor for the transmission and reception of radio communication signals and for the construction, installation, operation, maintenance and repair of related support facilities (such as antennas, equipment shelters and/or cabinets) for the provision of relaying SCADA radio signals for the Briarcliff Manor water and wastewater facilities. Briarcliff Manor shall, at its expense, comply with all present and future federal, state, and local laws, ordinances, rules and regulations (including but not limited to laws and ordinances relating to the National Electrical Code, New York State Uniform Fire Prevention and Building Code, health, safety, radio frequency emissions, and radiation) in connection with the use of and operations, maintenance, construction and/or installations at the Premises.

4. Briarcliff Manor shall not use the Premises in any way which interferes with the use of any portion of the Property by Tarrytown. Similarly, Tarrytown shall not use, nor allow any portion of the Property to be used in any way which materially interferes with the operations of Briarcliff Manor herein.

5. Prior to installation, Briarcliff Manor shall provide radio frequency information which demonstrates that the equipment and antenna proposed for the Premises or Property by Briarcliff Manor shall not cause radio frequency interference with any facilities maintained by Tarrytown. Both Tarrytown and Briarcliff Manor shall be allowed to conduct radio frequency interference studies from time to time to determine whether Briarcliff Manor's use of the Antenna Facilities has and/or will interfere with Tarrytown's use of the Premises or Property. In the event that such a study indicates that Briarcliff Manor's use has and/or will potentially interfere with Tarrytown's current use of the Premises or Property, Briarcliff Manor shall have ninety (90) days to remedy the interference to Tarrytown's satisfaction. If the problem is not so remedied in ninety (90) days, then Tarrytown may require Briarcliff Manor, at Briarcliff Manor's full expense, to remove or relocate Briarcliff Manor's Antenna Facilities so as to remove or minimize the interference, to the extent Tarrytown deems necessary.

6. Prior to commencing installation of the Antenna Facilities, Briarcliff Manor shall submit plans and specifications for all such improvements and equipment for Tarrytown's reasonable written approval. No improvement, construction, installation or alteration shall be commenced until plans for such works have been approved by Tarrytown and all necessary permits have been properly issued.

7. Tarrytown reserves the right to require Briarcliff Manor to relocate Briarcliff Manor's Antenna Facilities to another portion of the Tank, the Premises or the Property reasonably agreeable to Briarcliff Manor in the event any repairs, replacement or upgrades to the Tank are to be undertaken by Tarrytown. Upon receipt of thirty (30) days written notice directing Briarcliff Manor to move its antenna, Briarcliff Manor shall move the affected Antenna Facilities at its own cost.

8. Briarcliff Manor shall have the right to alter, replace, enhance or upgrade the Antenna Facilities at any time during the Term of this Agreement to the extent that such changes do not differ from Exhibit B upon reasonable written notice to Tarrytown and otherwise complies with all applicable laws, ordinances, rules and regulations. Any changes from Exhibit

B shall require Tarrytown's written approval.

9. Briarcliff Manor shall have the right to utilize Tarrytown's electrical service serving the Premises. Should Tarrytown see a significant increase in the cost of electricity serving the premises, the Village shall notify Briarcliff Manor and provide documentation of the increase and Briarcliff Manor shall pay for the increase in electricity. Briarcliff Manor shall be permitted to utilize an existing spare 15 AMP single pole breaker located in Tarrytown's existing electrical panel during the Term of this Agreement, provided the demand for Briarcliff Manor's antenna and equipment does not overload such breaker..

10. Tarrytown hereby grants to Briarcliff Manor a non-exclusive license in, under and across the Property for ingress, egress, and access to the Premises to install, replace, maintain, access, and service the Antenna Facilities at all times, subject to the requirements that may be imposed by the Town of Greenburgh for access.

11. Briarcliff Manor shall, at its own expense, maintain the Premises and its Antenna Facilities on the Premises in good working order, condition and repair. Nothing shall require Briarcliff Manor to undertake any repairs or replacements to the Tank, not caused by damage resulting from Briarcliff Manor's antenna installation.

12. Briarcliff Manor shall, at its own expense, furnish or cause to be furnished to Tarrytown, and cause to be maintained and kept in effect, at all times that any entry is made upon the Property, evidence of insurance against claims for personal injury (including death), and property damage, under a policy or policies of general public liability insurance of not less than \$1,000,000 in respect to bodily injury (including death), and not less than \$5,000,000 of excess liability insurance, naming Tarrytown as additional insured. Briarcliff Manor shall, at its own expense, furnish or cause to be furnished to Tarrytown and cause to be maintained and kept in effect, at all times that any entry is made upon the Property, adequate workers' compensation insurance in statutory limits to cover employees of Briarcliff Manor and its agents, contractors, and subcontractors engaged in activities at the Property.

13. Briarcliff Manor, its successors and assigns shall protect, defend, save and keep Tarrytown and its successors and assigns forever harmless and indemnified against and from any and all claims of liability for injury to persons or damage to property whatsoever and from any penalty or damage or charges claimed or imposed for violation of any laws, ordinances, rules or

regulations and against and from any and all loss, costs, damage or expense, including reasonable attorneys' fees, that shall result from, arise out of, or be attributable to the exercise of the rights of ingress and egress or any using, laying, installing, constructing, operating, maintaining, repairing reconstructing or replacing the Antenna Facilities undertaken by Briarcliff Manor, its agents or employees, pursuant to this Agreement. Such indemnification and defense obligations shall be conditioned upon Tarrytown giving Briarcliff Manor, or its successors and assigns prompt written notice of any such claim or liability and Briarcliff Manor shall have the right to appoint counsel of its choice and to determine the course of any such litigation.

14. This Agreement constitutes the entire agreement and understanding of the parties, and supersedes all offers, negotiations and other agreements. There are no representations or understandings of any kind not set forth herein. Any amendments to this Agreement must be in writing and executed by both parties.

15. Each of the signatories to this Agreement warrants and represents that each has the power and authority to enter into this Agreement and that the Board of Trustees of Briarcliff Manor and the Board of Trustees of Tarrytown have authorized execution of this Agreement.

16. Any waiver of any provision of this Agreement or any right hereunder shall not be deemed a continuing waiver and shall not prevent or stop such party from thereafter enforcing such provision or right. The failure to any party to insist in any one or more instances upon strict performance of any of the terms or provisions of this Agreement by the other shall not be construed as a waiver or relinquishment for the future of any such terms or provisions, but the same shall continue in full force and effect.

17. All notices required hereunder shall be sent by certified mail, return receipt requested or via nationally recognized overnight mail service or hand delivery, or by facsimile with original copy forwarded by first class mail to the respective parties at the addresses here and above set forth or to such other addresses as each may hereafter designate in writing. Notices shall be addressed, if to Briarcliff Manor, to the attention of the Village Manager, and if to Tarrytown, to the attention of the Village Manager.

IN WITNESS WHEREOF, the parties have executed this agreement as of the date written above.

VILLAGE OF BRIARCLIFF MANOR

By: _____

Philip E. Zegarelli, Village Manager

VILLAGE OF TARRYTOWN

By: _____

Michael S. Blau, Village Manager

STATE OF NEW YORK)
COUNTY OF WESTCHESTER) ss.:

On the ____ day of _____, 2015, before me, the undersigned, a Notary Public in and for said State, personally appeared Philip E. Zegarelli, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

STATE OF NEW YORK)
COUNTY OF WESTCHESTER) ss.:

On the ____ day of _____, 2015, before me, the undersigned, a Notary Public in and for said State, personally appeared Michael S. Blau, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

Mike Blau

From: Amy Kacala <akacala@scenichudson.org>
Sent: Tuesday, November 03, 2015 5:07 PM
To: Mike Blau; Anthony Giaccio
Subject: Village Board Presentation

Importance: High

Mike and Anthony,

We are near the end of our trail planning process. We have draft recommendations, organized into 10 initiatives, that we'd like to present to the Village Boards for their input. In perusing your village calendars, it seems the upcoming meetings are:

Sleepy Hollow:

Nov 17th Work session
Nov 24th Meeting

Tarrytown:

Nov 11th Work session
Nov 16th Meeting
Dec 2nd Work session
Dec 7th Meeting

Could you let me know the nearest meeting we'd be able to have space on the agenda? As last time, I think a half hour is fine unless you anticipate more discussion. Please also let me know what packet deadlines we'd need to meet for that meeting

I'll share the draft recommendations with you by Thursday so you have a sense of what we'll present. I'm just waiting on some final content from the New NY Bridge.

Thanks
Amy

Amy Kacala

Senior Planner

Scenic Hudson, Inc.

One Civic Center Plaza, Suite 200
Poughkeepsie, NY 12601

akacala@scenichudson.org
845.473.4440 x276

TZ fund offered to town, villages

Communities could tap \$1.5M for riverfront work

KHURRAM SAEED
KSAEED@LOHUD.COM

Nine communities neighboring the Tappan Zee Bridge have a shot at tapping into \$1.5 million in state funds to improve their waterfront.

The money could go toward paying for a new park or improving an existing one, upgrading trails or sidewalks or other green infrastructure projects, said Jennifer Givner, spokeswoman for the state Thruway Authority, which is working with New York's state department on the initiative.

Tarrytown, for example, may apply to put solar panels on its recreation building at Pierson Park or build a play-

See **FUND**, Page 12A

Fund

Continued from Page 1A

ground at Patriots Park. "We've got a whole bunch of projects we're considering," Tarrytown Village Administrator Mike Blau said.

In addition to Tarrytown, Sleepy Hollow and Irvington are the other Westchester localities eligible for funding. In Rockland, Upper Nyack, Nyack, South Nyack, Grand View on Hudson, Piermont and the town of Orangetown can apply.

The money is part of a 2013 settlement the Thruway Authority struck with Scenic Hudson and Riverkeeper so the environmental groups would sign off on Department of Environmental Conservation permits needed for the construction of the \$4 billion replacement of the Tappan Zee Bridge.

The same deal also required other specific environmental protection measures, including replanting 13 acres of oyster beds disturbed during construction, addressing 200 acres of invasive phragmites at Pierson Marsh and improving drainage at the Sparkill Creek.

Hayley Carlock, Scenic Hudson's director of environmental advocacy, said the \$1.5 million is aimed at helping local



PETER CARR/THE JOURNAL NEWS

Eight villages and a town near the Tappan Zee Bridge have a chance to tap into \$1.5 million in state funds to improve their waterfronts.

communities offset the damage and disruption they've experienced during construction over the past several years.

"It's focused on shovel-ready projects that can be implemented for tangible benefits both for the residents of the community and those who want to visit the water," Carlock said.

Each local government can apply for up to \$300,000 for design and construction; communities also can work together on a project. The proposals should seek to improve the "recreational, cultural, environmental and economic value and quality of the waterfront," according to the official Request for Applications.

The deadline to apply is Dec. 11 and the project must be completed within three years.

South Nyack Mayor Bonnie Christian said she wanted to get residents in-

volved in the process even though the timeline is tight.

She said village officials hadn't discussed any specific ideas.

"We want to see what we can do here and take advantage of the money that's available," Christian said.

State officials met with representatives from the nine communities about two months ago to receive feedback and iron out the criteria, such as agreeing that each municipality could only submit one project for consideration and, what was and wasn't eligible for funding.

"There should be enough money to go around," Blau said. "Everybody should get a piece of the pie."

Follow the new Tappan Zee Bridge project on facebook.com/tappanzee-bylohud.

Twitter: @ksaeed1

New NY Bridge Waterfront Revitalization Projects 2015 REQUEST FOR APPLICATIONS

I. INTRODUCTION:

The New York State Thruway Authority (“Authority”), in partnership with the New York State Department of State (“Department”), is making up to \$1,500,000 available to nine waterfront communities adjacent to the New NY Bridge in Westchester and Rockland Counties. Funding is available for the design and construction of revitalization projects with an emphasis on improving the recreational, cultural, environmental and economic value and quality of the waterfront.

This is a reimbursement program. State assistance awarded and paid shall not exceed 100% of the total eligible project costs set forth in the application and as approved by the Authority. Grant recipients are responsible for all operating and maintenance costs associated with these facilities.

Applicants are required to demonstrate that projects are ready to move forward quickly. Contracts will not exceed three years. Special consideration for extensions due to extreme extenuating circumstances will only be granted on a case-by-case basis. Applicants will be required to prepare and submit a project work schedule and timeline that includes major tasks and milestones with completion dates.

For general questions on this grant program, please contact:

George Paschalis, Outreach Deputy Director
The New NY Bridge Project
George.Paschalis@NewNYBridge.com
(914) 524-5478

II. ELIGIBLE APPLICANTS:

- Villages of Tarrytown, Sleepy Hollow, and Irvington in Westchester County.
- Villages of Upper Nyack, Nyack, South Nyack, Grand View on Hudson, Piermont and the Town of Orangetown in Rockland County.

Applicants may also partner with other organizations and each other; however, only applications from eligible applicants will be evaluated for funding. If successful, all applicable procurement requirements must be met for such partnerships. Applications submitted by not-for-profit organizations (including, but not limited to, community-based organizations, neighborhood groups) and for-profit organizations are ineligible and will not be scored.

Amendments cannot be made to the original contracted scope of work, for example, applicants that receive funding for project-specific planning, feasibility, design, and/or marketing projects may use this funding for these purposes only.

III. FUNDING OPPORTUNITY:

The Authority is making \$1,500,000 available to fund applications for Waterfront Revitalization Project grants.

IV. NEW YORK STATE SMART GROWTH PUBLIC INFRASTRUCTURE POLICY ACT

Awards made through this grant program shall be consistent with the State's Smart Growth Public Infrastructure Policy Act (Environmental Conservation Law, Article 6), where applicable.

V. ELIGIBLE ACTIVITIES:

Applicants may apply for funding for site-specific community and waterfront redevelopment projects to design and construct:

- new public parks, open spaces and improvements to existing facilities
- "complete streets", including streetscape and gateway improvements, pedestrian walkways, sidewalks, and trails; crosswalks and other pedestrian safety enhancements
- land and water based trails, launch sites, and directly related infrastructure and improvements
- storm water management improvements
- green infrastructure projects

Funding is available for the design and construction of revitalization projects with an emphasis on improving the recreational, cultural, environmental and economic value and quality of the waterfront. This is a reimbursement program. State assistance awarded and paid shall not exceed 100% of the total eligible project costs set forth in the application and as approved by the Authority. Applicants are required to demonstrate that projects are ready to move forward quickly. Contracts will not exceed three years in duration.

VI. FUNDING RESTRICTIONS

Construction

Construction must be on public property, or where a permanent public interest such as conservation easement has been established.

Eligible Costs

Costs must be adequately justified and directly support the project. Proposed total project costs must be essential to project completion.

Grant funds may be used for the following costs:

Direct salary costs - including wages, salaries, fringe benefits, and supplemental compensation paid to employees of the municipality for personal services.

Direct non-salary costs - including consultant and contractual services, costs for printing, travel, equipment, materials, supplies, and other goods and services, essential to project completion and dedicated 100% to the project.

Grant Administration – including wages, salaries, and fringe benefits to employees for preparation of reports, vouchers and contract related administration not to exceed 15% of the award.

Ineligible Costs

The following costs not be reimbursed with grant funds:

Indirect or overhead costs of the municipality, such as rent, telephone service, and general administrative support, computers, office equipment, general office supplies, general operations costs, membership fees, subscription costs.

Salaries and other expenses of elected officials, whether incurred for purposes of project direction, execution, or legislation.

Fund raising events/expenses

Land acquisition

Taxes, insurance, fines, deficit funding

Bond interest and associated fees. The interest associated with a Bond or Bond Anticipation Note (BAN) cannot be calculated into project cost.

Contingency costs

Lobbying expenses

Cost incurred prior to the contract start date

Costs that are not adequately justified or that do not directly support the project

These costs will be eliminated from the total project costs in the grant application.

Sub-contracts

Sub-contracts should be competitively procured based on the applicable provisions of New York State General Municipal Law. Bids should be inclusive of all costs related to the project, or portion thereof. Bids can be structured as deliverable based or line item (reimbursement) costs. Bid formats cannot be a mixed format.

VII. AWARD METHOD

A total score of 100 points is possible for any application.

The Authority will fund the highest scoring applications until the allocated funds are exhausted. Up to \$1,500,000 is anticipated for awards for this procurement. **Minimum grant funding will be \$5,000 per project, and maximum grant funding will be \$300,000 per project with a maximum per eligible community of \$300,000 for the total of all projects submitted. There are no match requirements.**

The Authority may make an award under the RFA in whole or in part, and may offer partial funding if a particular phase of a project is not ready to move forward. The Authority may award no funding to an applicant if its application cannot be fully funded within the funds remaining, in which case funding may be awarded to the next highest-scoring unfunded application. In the event that an awardee fails to satisfactorily negotiate a proper contract within a reasonable amount of time, that funding may be awarded to the next highest-scoring unfunded application.

VIII. APPLICATION EVALUATION CRITERIA

Applications will be reviewed according to the specific criteria presented below.

Minimum Criteria

Eligible applicants are the nine waterfront communities identified under Section II above. Failure to meet this criterion will result in immediate disqualification of the application, which will not be further evaluated.

Program Criteria

Applications will be evaluated to assess the degree to which they meet the elements of each criterion.

The criteria (with total available points) and elements are:

1. Regional Economic Development Council – Priority Project (maximum of 10 points)

How does the proposed project align with the goals and strategies of the Mid-Hudson Regional Economic Development Council's Strategic Plan? (located at <http://www.nyscfaprojectdata.ny.gov/>).

2. Vision (maximum of 4 points)

Describes a project that will advance and/or implement a vision creating significant opportunities for addressing resolution of problems in the context of a regional or local vision for capitalizing on community assets

3. Process (maximum of 10 points)

Public Engagement (maximum of 5 points)

- Demonstrates an effective approach and process that will be followed to ensure ongoing public participation and engagement during project development, including the involvement of partnering municipalities and the general public

- Demonstrates that the public and stakeholders who would be affected by, or who can advance the project, will be engaged in project planning and implementation

Local Commitment and Previous Performance (*maximum of 5 points*)

- Demonstrates a committed local leadership and provides an ongoing educational component for local officials and/or community residents
- Demonstrates strong support for addressing regional land use, community development, and resource and/or environmental opportunities
- Demonstrated high quality performance under previous contracts with the Department and completed work within three years

4. Strategies (maximum of 32 points)**Regional Significance (*maximum of 8 points*)**

- The project described improves or protects natural, cultural or economic resources of regional significance
- Ensures an appropriate balance between development, open space and natural resource protection within the regional context
- Advances efforts to resolve shared issues through creative intermunicipal partnerships
- Redevelops and/or revitalizes a regional center
- Provides facility of greater than local importance
- Advances the completion or implementation of a plan or strategy that addresses critical issues and opportunities of regional significance

Local Significance (*maximum of 4 points*)

- Creates or implements a plan for community resiliency
- Protects, preserves, enhances or restores archeological, historic and/or cultural resources
- Implements public amenity that is an identified priority for a community
- Addresses environmental justice issues
- Advances the completion or implementation of a plan or strategy that addresses critical issues and opportunities of local significance

Public Value (*maximum of 4 points*)

- Promotes or implements strategies that include integration of all income, ethnic and age groups
- Ensures predictability in land use regulations and procedures
- Incorporates and advances pedestrian, bicycle and paddling trails that connect people to parks, nature and public spaces; community landscaping using native species; and accessible neighborhood parks
- Advances the completion of a plan or strategy that enhances the quality and availability of public resources within a community or region

Community Livability (*maximum of 4 points*)

- Improves or expands visual/physical access to public resources, provides new/enhanced public spaces, or enhances community character/visual environment
- Improves or expands water-dependent recreation opportunities

Sustainability (*maximum of 4 points*)

- Ensures that governmental decision-making is based on sound science and considers cumulative effects, including sea-level rise
- Promotes a mix of land uses and concentrates new development in urban centers where infrastructure and public services are adequate
- Incorporates and advances green infrastructure through preservation and restoration of natural landscapes, or green infrastructure policies that reduce watershed imperviousness and preserve groundwater infiltration
- Provides a framework that encourages development or redevelopment of communities in sustainable locations

Economic Value (*maximum of 4 points*)

- Generates economic activity, creates immediate and future jobs, offers realistic economic development potential, or contributes to restoration of municipalities' tax bases
- Advances the completion of a plan or strategy that enhances economic vitality in a community or region
- Provides for downtown/hamlet revitalization
- Supports water-dependent commercial and industrial uses, tourism development or agriculture

Natural Resource Value (*maximum of 4 points*)

- Promotes conservation and protection of ecosystem integrity
- Protects, enhances or restores designated significant coastal fish and wildlife habitat, or natural protective features (wetland, floodplain, active river area, beach, dune)
- Protects, enhances or restores a scenic area of statewide significance
- Protects agricultural land as a resource that provides for farmland uses and open space
- Implements New York State's Coastal Nonpoint Pollution Control Program, or otherwise protects groundwater or surface water quality and hydrology
- Advances the completion of a plan or strategy that protects, restores, or enhances natural resources

5. Implementation (*maximum of 12 points*)**Scope of Work (*maximum of 4 points*)**

- Proposal clearly defines what is to be done, where and how it will be done, who will do it, and when it will be completed
- Project deliverables are clearly defined and consistent with program objectives
- Is an integral part of a set of actions that comprehensively addresses an issue or opportunity
- Application clearly represents/articulates a single phase or distinguishes between phases where applicable

Time Frame (*maximum of 4 points*)

- Project will be completed within a maximum of three years. Application demonstrates sufficient experience and ability of key project personnel to successfully complete the project within the time allowed
- Project presents a clear and realistic schedule and time line that includes major tasks, milestones and completion dates. Application demonstrates that the project is ready to move forward quickly

Project Readiness (*maximum of 4 points*)

- Demonstrates that an effective organizational structure, (including intermunicipal where applicable) exists to advance and complete the proposed project.
- Demonstrates work needed to advance the proposed project phase has been completed (for example, a team has been organized to begin project planning, or designs have been prepared, permits and/or other approvals obtained to facilitate construction)

6. Leveraging (*maximum of 12 points*)**Resources (*maximum of 4 points*)**

- Complements related activities and projects and leverages funding under any New York State grant programs, federal grant programs, or other sources of public, not-for-profit and private funds, including any local share to be applied to the proposed project
- Makes efficient use of/protects public investment in resources and infrastructure
- Necessary to enable community and/or region to build public/private partnerships or leverage financial resources to make better use of private funds

Advancing Plans (*maximum of 4 points*)

- Advances an approved or substantially completed local plan, such as a Comprehensive Plan, Local Waterfront Revitalization Program, Brownfield Opportunity Area Plan or other revitalization strategy

Development of Partnerships (*maximum of 4 points*)

- Demonstrates a record of developing public/private partnerships
- Creates or advances regional, intermunicipal, intergovernmental, public, private, or not-for-profit partnerships to address development issues
- Creates or advances regional, intermunicipal and intergovernmental partnerships in order to increase efficient, planned, and cost-effective delivery of government services

7. Evaluation of Budget and Cost (*maximum of 20 points*)

Applications will also be evaluated to assess the degree to which they meet the elements of each criterion below.

- Application describes and documents how the budget and cost were determined. Identifies the person(s) responsible for compiling the budget including relevant experience and background of all parties and the method/approach used to arrive at estimates. (*maximum of 5 points*)
- Costs meet eligibility requirements of the program. (*maximum of 5 points*)
- Costs clearly relate to and support activities in the proposed work plan. Budget narrative demonstrates logical justification for all expenses proposed. (*maximum of 5 points*)
- Budget includes adequate detail for all project components involved, is cost-effective, presents necessary and realistic costs, and does not contain extraneous or ineligible expenses. Budget is accurate and thorough. Budget narrative includes an explanation for the estimate of each budget line and clearly supports the applicant's need for financial resources requested to achieve project outcome. Budget narrative describe show the grant recipient will monitor expenditures during the life of the project to ensure that the project stays on schedule and within budget. (*maximum of 5 points*)

In addition, the Village Board adopted protections for the Old Croton Aqueduct in the form of a 30-foot buffer on either side of the Aqueduct that is applied on both the east and west sides of Broadway (with some limitations). This buffer would ensure that the visual experience of the Aqueduct is not disturbed by excessive construction or land clearance with the 30-foot buffer.

EAST SIDE OF BROADWAY

The Village rezoned the undeveloped portions of the R-20 zoning district on the east side of Broadway to R-60. Approximately 170 acres of land were rezoned between Sheldon Avenue to the north and the existing Tarryhill subdivision to the south. This action was undertaken to minimize impacts from additional residential development, to increase the amount of open space, and to minimize impacts to this hilly area.

WILSON PARK

One of the more significant parcels identified in the Development Build-Out Analysis sits atop the upper ridgeline overlooking the Tarrytown Lakes. Approximately 48 acres of undeveloped land abuts existing residential development, several Village-owned parcels, and Marymount Convent, a retirement center for elderly and infirmed sisters.

The Village rezoned approximately 200 acres in this area from R-40 to R-60 and R-80 to limit the amount of new development that could occur on these parcels and to minimize the potential environmental impacts to the Tarrytown Lakes (a designated Critical Environmental Area). It should be noted that approximately 150 acres are currently Village-owned land surrounding the Tarrytown Lakes.

B. PROPOSED PROJECTS

The Village of Tarrytown is committed to implementing the policies and programs outlined in this LWRP. The actions identified below would potentially be elements of the overall plan. Additional improvements may also be considered.

MAIN STREET WATERFRONT

To build upon the regulatory structure of the Waterfront General Business District (WGBD) zone created in 1998, the Village completed detailed planning and design studies of the waterfront to determine the optimum use of vacant land in the waterfront area. The Village's Waterfront Master Plan was funded by the Department of State from the Environmental Protection Fund as part of the Governor's "Waterfront ReDiscovery" project and was completed in 2005. The study provided an accurate inventory of the waterfront area, solicited public input on potential access scenarios, and proposed design solutions for new development. Of specific interest to the Village were waterfront improvements in the area of Main Street, pedestrian and vehicular access improvements between the west side of the railroad tracks and the east side of the railroad tracks, improvements to Depot Plaza (including the new Village Hall), and gateway treatments at the western end of Main Street. The Waterfront Master Plan helped frame many of the following projects:

underbody, sidewalks, landscaping and Sarah Michael's Park improvements. Develop additional parking, including parking garage.

SOUTH END OF TARRYTOWN

- Old Croton Aqueduct State Park—Seek State funding to improve access to the Old Croton Aqueduct throughout the Village, especially the South End.
- Improve Public Access to Heritage Park and RiverWalk—Develop public access (road, trail and/ or parking) from South Broadway to Heritage Park and the RiverWalk.
- Pennybridge Neighborhood Playground Improvements—Redevelop the existing Village-owned playground in order to improve safety and public access as well as improvements to Lagana Field.

TARRYTOWN LAKES

- Through a DOS LWRP grant, the Village has developed designs and completed Lakes Trail improvements at the old railroad right-of-way along the western edge of the Lower Reservoir for a new walking path. The grant rehabilitated the existing railroad bridge over a ravine along the Trail (old railroad right-of-way). Design plans also outline ways to improve pedestrian and recreational access to lands around the Upper and Lower Reservoir and, potentially, watercraft access to the water itself as well as outline trails and roadway connectivity between the Lakes area, the Old Croton Aqueduct, and the downtown business district.
- Establish a Lakes Management Program to address eutrophication issues within the Reservoirs. Address water quality issues using the results of previous studies and reports prepared for the Village.
- Preservation and adaptive reuse of the Eastview Pump Station
- Lakes Restoration Project-- In order to prevent heavy highway runoff from entering the Lakes, the Village plans to remove and replace existing sedimentation basins located in the Upper and Lower Tarrytown Lakes with the construction of concrete silt retention basins at designated locations between the Lakes and Neperan Road.
- Upgrade skate shack facility, including stairs, and accessways to the Lakes.
- Through a subdivision process, land was acquired by the Village and a soccer field and recreational trails will be developed.

VILLAGE-WIDE ACTIONS

- Update the Village's historic preservation ordinance and review possible properties for historic designation throughout the Village. The Village Board passed amendments to the Historic Commons Zoning District pertaining to density, permitted uses and the inclusion of properties in the District. The Village intends to consider alternative approaches to local landmark protection including, providing greater protection for resources from demolition or significant alteration.
- The Village will map and designate important views to be preserved in a local view preservation law.

PATRIOTS PARK COMPREHENSIVE SITE IMPROVEMENTS

Patriots Park is located next to the Warner Public Library on State Route 9 along the busy commercial corridor between Tarrytown and Sleepy Hollow. The park is the only green space in this mixed residential and commercial area. The current play structure consists of a currently nonconforming school-age slides apparatus with limited activities and functionality. The new proposed play structure for school-age children will replace the existing structure and include multiple activities that are more suitable to the diverse needs and ages of the children in the area. This new structure will also complement the play structure for preschool children that was installed in 2011 in close proximity. The new structures will include safety surfacing, benches, tables and ADA paving for access. In addition, the Village intends to install a new pavilion next to the play equipment in order to provide shade coverage and shelter for children and their parents or caregivers.

The new play equipment and pavilion will need to be supported by retaining/ seating walls. The project will replace the existing swing set, which is too confining and limited to very young children, with a swing bay set that is age diverse and more functional.

The Park has a basketball court for older children and teenagers. The fencing on the western perimeter of the basketball court (about 87 LF), which borders property that is privately owned and sloping, is insufficient to protect players or balls from falling into the neighboring property. The fence is currently a combination of loose wrought iron fence (only five feet) and two loose chain link fences (ranging in height from five to 10 feet). In addition, there is missing fencing (about 13 LF) on the elevated south perimeter of the court, which risks people falling. These fences need to be replaced with one securely installed chain link fence that is 10 feet high. In addition, a new sports coating needs to be applied to the court floor, because it is worn and the diagram markings are faded.

The park includes narrow steps that lead from the park's street level down to a landing platform close to the rambling Andre Brook. Residents have complained that additional support, such as handrails, is needed to assist people, especially older residents, in climbing these stairs. In fact, residents have recently slipped and fallen.

The park lacks amenities, such as a drinking water fountain, which becomes a necessity for parents with young children as well as senior citizens who frequently use the park during the hot and steamy summer days. Water refreshments are vital to support the active lifestyle and health of park users and to prevent dehydration.

Finally, the streambanks of the Andre Brook have washed out at the Park's western end just before it goes underground and filters into the Hudson River along the waterfront. Engineering firms recommend the installation of riprap and large stones to stabilize the brook and preserve the water quality going to the Hudson River.

BUDGET

Play structure for school-age children at \$96,800

Protective Surfacing for playground, swing set and other activity areas at \$60,500

LOSEE PARK REDEVELOPMENT (2013 OPRHP Application)

Losee Park is located on the Hudson River in Tarrytown between two marinas. The Park will include a newly installed RiverWalk funded through LWRP and County support. The Park includes ballfields that service youth and adult baseball, softball, soccer and football. Tarrytown proposes to further revitalize its Hudson River waterfront through a comprehensive redevelopment of Losee Park with “green” energy efficient and sustainable improvements, which includes:

- 1) Expanding and resurfacing the Losee Park parking lot;
- 2) Upgrading the Losee Park picnic area;
- 3) Replacing the Losee Park fields with artificial turf;
- 4) Replacing the aging, unsafe and inefficient lighting system on the playing fields;
- 5) Creating ADA-compliant restrooms and a concession stand; and
- 6) Replacing rusting and crumbling perimeter fencing.

LOSEE BALLFIELD

Ballpark Lights installation at \$816,000;

Artificial Turf installation at \$875,160

Ballfield Survey \$5,000

Mobilization and insurance at \$84,558

Subtotal \$1,780,718 + 20% (\$356,144) = \$2,136,862

-This is beyond the scope of OPRHP support, which is limited to \$500,000

LOSEE PARK AMENITIES

Concession stand at \$40,800;

Bathrooms at \$146,880 (including new electric, water and sewer linkages);

Perimeter fencing (1,130 LF) at \$145,996;

Picnic area upgrades (shelters, benches, barbecue) at \$37,601;

Resurfacing south lot parking at \$27,200 and

Green Street side parking lot (6,000 SF) at \$34,000.

Soft costs for amenities include design at \$51,465;

Survey and archaeology at \$5,000; and

Mobilization and insurance at \$21,444 (or about 5% of project hard costs for park amenities).

Park Amenities Budget @ \$510,386 + 20% (\$102,077) = \$612,463

MATCH: \$306,232/ GRANT REQUEST: \$306,231

SARAH MICHAELS PARK REDEVELOPMENT

Sarah Michaels Park is located along Cortlandt Street in the Village of Tarrytown just north of the Tarrytown Train Station and at the corner of the Main Street downtown business corridor. The Park will be redeveloped within the context of a re-imagined and sustainable Depot Plaza influenced by transit oriented development, which will include improved pedestrian and bicyclist connectivity between the Village's downtown business district along Main Street, the Tarrytown train station, the Village's recreational parks and facilities along the Hudson River waterfront, and the Village's residential neighborhoods. Currently Sarah Michaels Park is perceived as a fenced off, private park for Asbury Terrace (low-to-moderate income housing) residents that offers unattractive, antiquated stone benches and passive lawn activities. The Park faces the H-Bridge and lies between Main Street and the commercial strip mall anchored by Walgreens and a large parking lot. The project proposes to redefine the park as a public gathering space and designated outdoor event space (music, farmer's market, perhaps fountain? etc.) by removing the fencing around the Cortlandt Street and Main Street perimeters and redesigning the passive elements of the park with new benches, park walkways, new sidewalks, outdoor exercise stations for elderly residents, stations for yoga and tai chi activities, LED lighting, and landscaping. The park may be expanded to include the island and area surrounding the right-hand turn at the foot of Main Street, which will also enhance pedestrian safety crossing Main Street and Depot Plaza/ Cortlandt Streets. The project will revitalize an underutilized park, which is the only green space along this major transportation hub and mixed residential and business neighborhood. The project will also include "green" and sustainable features to be determined. The park will serve as an urban oasis for regional tourists and visitors as well as local residents.

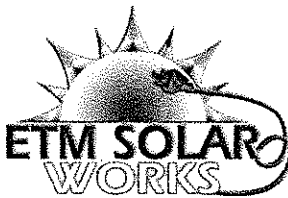
ESTIMATED BUDGET @ \$400,000

Park Design @ \$45,000

Site Improvements

- Benches
- Park Walkways
- Exercise Stations
- LED lighting
- Landscaping
- Trash receptacles
- Event space/ Yoga space
- Sidewalks along Cortlandt Street

300 North St.
Endicott NY 13760
www.etmsolar.com



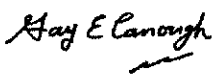
Phone: 607-785-6499
FAX: 607-786-3388
email: info@etmsolar.com

Customer Purchase Agreement

9/23/15

Customer Tarrytown Recreation Center 238 W. Main St. Tarrytown NY 10591	Installation Address: same
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Days Valid: 15

Description	Price
For Solar Electric System with: (144) Kyocera 265 W PV modules 38160 Watts (144) Enphase Inverters Balance of System: Conduit and wire, disconnects, junction boxes, connectors, roof mount Labor and Overhead: Design, travel, installation, paperwork, insurance All manufacturer's warranties honored.	\$162009
This System will generate about 46834 kWh per year	
NYSERDA incentive: <i>See page 2 for details</i>	-\$30528
Labor warranty is 5 years. All manufacturers warranties honored. Lead time to install: 24 weeks, weather permitting. It takes 2 week to install it.	
SCHEDULE OF PAYMENTS Upon acceptance of proposal: \$26297 Upon start of installation: \$98611 Upon completion: \$6573	
Or Finance with Admirals Bank	
All material is guaranteed to be as specified. Inverters and modules are certified by Underwriters' Laboratories or CSA International. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from the specifications will be executed only upon written orders signed by the customer and installer, and may involve additional costs and charges to be borne by the customer. All arrangements contingent upon strikes, accidents or delays beyond our control. Owner/customer to carry fire, tornado and other necessary insurance.	
The owner/contractor/client has an unconditional right to cancel the contract without penalty or obligation until midnight of the third business day after he or she signs the contract. Cancellation must be done in writing.	
ETM carries commercial liability insurance, worker's comp, unemployment and disability insurance. Certificate of insurance available upon request.	
We propose hereby to furnish material and labor, complete and in accordance with the above specifications.	
Total	\$131481
Customer: Name _____ Signature _____ Date _____	
Installer Representative:  Gay Canough, NABCEP-Certified Installer, NYSERDA installer # 4006	

Make checks payable to ETM Solar Works