

**VILLAGE OF TARRYTOWN
BOARD OF TRUSTEES
WORK SESSION 6:00 P.M.
TUESDAY, NOVEMBER 10, 2020**

Location: Zoom Video Conference – For Information on How to Join
Visit <https://www.tarrytowngov.com/home/events/32486>
Any questions prior to the meeting may be emailed to administrator@tarrytowngov.com.

Executive Session – Interview Police Officer Candidate

Action Items

1. Appointments of Part-Time Court Staff

Board of Trustee Concerns

Open Session

1. IMA with County – Residential Food Scrap Transportation & Disposal Program
2. Price of Food Scrap Buckets
3. Tree Donation Pierson Park
4. Grant Request to the National Parks Service to Upgrade Monument for the Action at Tarrytown, located at Village Hall
5. Parking Task Force Recommendations
6. Diversion Program – Hope not Handcuffs

Executive Session

- A. Discussion – Non-Union Employees
- B. Staging and Access Agreement – Wilder Balter Partners– 62 Main Street
- C. Board Training



George Latimer
County Executive

Department of Environmental Facilities

Vincent Kopicki, P.E.
Commissioner

October 22, 2020

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

Dear Mr. Slingerland:

The Westchester County Board of Legislators approved the Inter-Municipal Agreement ("IMA") for the Residential Food Scrap Transportation and Disposal ("RFSTAD") program.

Under the new IMA, the District has contracted with Suburban Carting for the transportation and disposal of residential food scraps collected by municipalities. District municipalities will be able to deliver food scraps to Suburban Carting's transfer station in Mamaroneck for \$15/ton for the first 19.99 tons in a calendar year and \$10/ton over 20 tons in a calendar year or, alternatively, municipalities unable to deliver materials directly can have a designated drop-off site serviced by Suburban Carting under the RFSTAD program for \$29.28/ton (all prices are subject to the annual adjustment factor as set forth in the annexed IMA).

District municipalities seeking to participate in the RFSTAD program should return, as soon as possible:

- 1) three (3) signed copies of the IMA;
- 2) the completed Certificate of Authority;
- 3) duly executed acknowledgement;
- 4) a certified copy of your authorized resolution; and
- 5) proof of insurance in compliance with Schedule E of the IMA.

If you have any questions, please contact Director of Environmental Management Operations, Melissa-Jean Rotini, Esq. at 914-813-5416, or MJR9@westchestergov.com

Sincerely,

Louis J. Vetrone
Deputy Commissioner

Enclosures:

IMA Form





George Latimer, County Executive
Vincent F. Kopicki, P.E., Commissioner
Department of Environmental Facilities

Refuse Disposal District No. 1 Inter-Municipal Agreement:
Residential Food Scrap Transportation & Disposal Program

This Agreement made this _____ day of _____, 20__, by and between

THE COUNTY OF WESTCHESTER, acting by and through REFUSE DISPOSAL DISTRICT NO. 1, a district created pursuant to Article 5-A of the New York State County Law, having an office and place of business at 270 North Avenue, New Rochelle, New York 10801 (hereinafter the "County" or "RDD"),
and

_____, a municipal Corporation of the State of New York, having an office and place of business at

_____, and a member of the County of Westchester Refuse Disposal District No. 1 (hereinafter the "Municipality").

WITNESSETH:

WHEREAS, in 1967, the County of Westchester ("County") undertook to investigate the problem of Solid Waste disposal in the County and to formulate environmentally sound, and economically viable solutions; and

WHEREAS, in 1974, pursuant to Resolution No. 162-1974, and as a result of the aforesaid investigation, the County Board of Legislators (hereinafter "WCBOL") adopted a Plan for Solid Waste Disposal in the County pursuant to which the County undertook to assist municipalities with the disposal of Municipally Collected Solid Waste, and placed an emphasis on resource recovery; and

WHEREAS, the WCBOL approved Act No. 32-1982 and created the District pursuant to Article 5-A of the New York State County Law; and

WHEREAS, the RDD from time-to-time develops additional programs to promote resource recovery for the benefit of the District members and the environment; and

WHEREAS, the County has determined that there exists an environmental benefit to the recycling of residential food scraps, has endeavored to make the collection and processing of residential food scraps economically feasible for municipalities, and has, therefore, established the Residential Food Scrap Transportation and Disposal Program ("RFSTAD"), participation in which is voluntary; and

WHEREAS, in order to memorialize and permit participation in RDD programs, the County enters into inter-municipal agreements ("IMAs") with the municipalities, and has created this IMA to permit participation in the RFSTAD; and

WHEREAS, the aforementioned Municipality seeks to take part in the RFSTAD and agrees to be bound by the terms and conditions of the RFSTAD as set forth herein, and as may be established or amended from time to time;

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

Refuse Disposal District #1 Inter-Municipal Agreement:
Residential Food Scrap Transportation & Disposal Program

Section 1: Term and Purpose

(a) The term of this Agreement shall commence upon execution by the Commissioner of the County of Westchester Department of Environmental Facilities, and terminate on September 30, 2023, unless sooner terminated as hereinafter provided.

(b) The Municipality shall, at its sole cost and expense, arrange for the collection of residential food scraps, as later defined herein, either through curbside collection arranged for or collected by the Municipality, or by establishing one (1) dedicated food scrap drop-off collection point using toters for collection.

(c) All toters used in connection with this IMA shall be 64 gallons in size ("Toters") and shall be clearly and permanently marked with appropriate "Recycling" and "Food Scrap" designations.

(d) The Municipality shall not accept commercial food scraps or food waste for handling, transportation, and/or disposal in connection with this IMA.

(e) "Food Scraps" shall be defined as edible and inedible, residential, spoiled, excess, and/or fragmented food, liquids, grease, food soiled non-coated papers, and compostable bags and items that have been certified as compostable by the Biodegradable Products Institute ("Food Scraps"). This definition may be modified from time to time, as may be required, or in accordance with the selected Organics Recycler's requirements, upon 30-days notice to the Municipality. Current requirements are provided in Schedule C.

(f) The County, either directly or through an agent, has or will enter into an agreement with one or more contractors for the transportation and disposal of residential food scraps to an end-point Organics Recycler, and shall pay for such transportation and disposal costs.

(g) The Municipality will receive from the County a notification of the designated transportation and disposal collection day. The County reserves the right to alter the collection schedule on 30 days prior notice.

(h) This Agreement shall be deemed executory only to the extent of money duly appropriated and made available by the County for the performance of the RFSTAD Program.

Section 2: Contamination

(a) Compliance with the acceptable materials guidelines of the Organics Recycler is required. Current requirements are annexed hereto as Schedule C. The County reserves the right to modify the acceptable materials from time to time, as may be required, upon 30-days notice to the Municipality.

(b) The Municipality shall monitor Food Scraps for contamination with unacceptable materials, and shall make best efforts to reduce and/or eliminate contamination.

(c) Copies of any educational materials provided to residents, if any have already been developed, shall be provided to the RDD.

(d) The RDD shall work with the Municipality to provide and to coordinate education programs to combat contamination of the Food Scraps, and to inform residents of and promote participation in the RFSTAD Program.

Section 3: Payment

(a) For the services to be rendered by the County pursuant to Section 2 above, the Municipality shall pay fees to the RDD in accordance with the fee schedule set forth in Schedule B, which is attached hereto and made a part hereof.

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Refuse Disposal District #1 Inter-Municipal Agreement:
Residential Food Scrap Transportation & Disposal Program

(b) Payments shall be made within thirty (30) days of receipt of an invoice from the County, by check payable to: "Refuse Disposal District No. 1, c/o Westchester County Department of Environmental Facilities", and shall be mailed or delivered to the Division of Solid Waste Management, Westchester County Department of Environmental Facilities, 270 North Avenue, 6th Floor, New Rochelle, New York 10801.

Section 4: Reporting

No later than March 1st of each year, the Municipality shall provide statistical information with respect to its residential food scrap recycling collections as may be maintained by the Municipality, including number of households participating.

Section 5: Insurance, and Defense and Indemnification

The Municipality shall procure and maintain insurance naming the County as additional insured, as provided and described in Schedule E, which is attached hereto and made a part hereof. The Municipality shall provide proof of such insurance with the submittal of the signed IMA, upon request of the County, and upon any renewal of the term of the IMA. In addition to, and not in limitation of the insurance provisions contained in Schedule E, the Municipality agrees:

(a) Except for the amount, if any, of damage contributed to, caused by, or resulting from the sole negligence of the County, the Municipality shall indemnify and hold harmless the County, its officers, employees, agents, and elected officials from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorney's fees or loss arising directly or indirectly out of the performance or failure to perform hereunder by the Municipality or third parties under the direction or control of the Consultant; and

(b) the Municipality shall provide defense for and defend, at its sole expense, any and all claims, demands or causes of action directly or indirectly arising out of this Agreement and to bear all other costs and expenses related thereto; and

(c) In the event the Municipality does not provide the above defense and indemnification to the County, and such refusal or denial to provide the above defense and indemnification is found to be in breach of this provision, then the Municipality shall reimburse the County's reasonable attorney's fees incurred in connection with the defense of any action, and in connection with enforcing this provision of the Agreement.

Section 6: Termination

This Agreement may be terminated at any time by mutual agreement of the parties or upon thirty (30) days written notice by one party to the other party. In the event that this Agreement is terminated prior to the expiration date set forth in Section 1(a), above, all fees and payments owing to the County shall be immediately due and payable by the Municipality.

Section 7: Assignment, Subcontracting, and Agency

(a) Any purported delegation of duties or assignment of rights under this Agreement without the prior express written consent of the County is void. The Municipality shall not subcontract any part of its work or duties under this Agreement without the written consent of the County. All subcontracts shall provide that subcontractors are subject to all terms and conditions set forth in the contract documents. All work performed by a subcontractor shall

Refuse Disposal District #1 Inter-Municipal Agreement:
Residential Food Scrap Transportation & Disposal Program

be deemed work performed by the Municipality.

(b) Nothing herein contained shall be construed to create a co-partnership between the County and the Municipality or to constitute either party as the agent of the other.

Section 8: Compliance with Law

(a) If the Municipality's residential food waste collection program includes a drop-off collection point, the Municipality shall provide to the RDD proof of compliance with 6 NYCRR Part 360 for its designated drop-off collection point.

(b) To the extent required by law, the Municipality shall conduct such site-specific environmental review(s) as necessary to comply with the State Environmental Quality Review Act ("SEQRA") and its implementing regulations. Such reviews shall be coordinated with the County as an involved agency. The Municipality shall include with this signed Agreement evidence of its compliance with SEQRA, e.g., a Negative Declaration, a Findings Statement, or the minutes or a Resolution of the Municipality's governing body including a statement as to its Type II classification, if so determined.

(c) In executing their respective responsibilities under this Agreement, the County and the Municipality shall comply with all applicable federal, state, and local laws, rules and regulations.

Section 9: No Discrimination

The County and the Municipality shall not discriminate against any person on the basis of race, creed, religion, color, gender, age, national origin, ethnicity, alienage or citizenship status, disability, marital status, sexual orientation, familial status, genetic predisposition or carrier status in the performance of this Agreement.

Section 10: Notices

All notices of any nature referred to in this Agreement shall be in writing and sent by registered or certified mail postage pre-paid, to the respective addresses set forth below or to such other addresses as the respective parties hereto may designate in writing:

To the County:
Department of Environmental Facilities
Division of Solid Waste Management
270 North Avenue, 6th Floor
New Rochelle, New York 10801

with an electronic copy to:
Louis Vetrone, Deputy County Attorney
to: LJV3@westchestergov.com
Melissa-Jean Rotini, Director of Environmental Management Operations
to: MJR9@westchestergov.com

with a copy to:
Westchester County Attorney
148 Martine Avenue, 6th Floor
White Plains, New York 10601

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Refuse Disposal District #1 Inter-Municipal Agreement:
Residential Food Scrap Transportation & Disposal Program

To the Municipality:

or to such other addresses as either party may designate by notice.

Section 11: General Clauses

(a) This Agreement and any 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.

(b) Notwithstanding the foregoing, the RDD reserves the right to alter or amend the definition of Food Scraps from time-to-time as necessary for compliance with the regulations of the Organics Recycler responsible for final disposal.

(c) This Agreement shall not be enforceable until executed on behalf of the parties and approved by the Office of the County Attorney.

(d) 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.

(e) This Agreement shall be construed and enforced in accordance with the laws of the State of New York.

IN **WITNESS WHEREOF**, the County and the Municipality have caused this Agreement to be executed.

THE COUNTY OF WESTCHESTER

By:
Vincent F. Kopicki, P.E.
Commissioner
Department of Environmental Facilities

Dated

THE MUNICIPALITY

By: _____
Name: _____
Title: _____

Dated

Authorized by the Municipality by _____ on the
_____ day of _____.

Refuse Disposal District #1 Inter-Municipal Agreement:
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Authorized by Act No.: 2020-170 adopted by the Board of Legislators of the County of Westchester on the 5th day of October 2020, and signed by County Executive George Latimer on _____.

Approved by the Westchester County Board of Acquisition and Contract on the 8th day of August 2020 (No.: 78564: Sani-Pro Disposal Services Corp./d/b/a Suburban Carting, Co.).

Approved as to form and manner of execution:

David Vutera
Associate County Attorney

/

Refuse Disposal District #1 Inter-Municipal Agreement:
Residential Food Scrap Transportation & Disposal Program

MUNICIPALITY'S ACKNOWLEDGEMENT

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

On this _____ day of _____, 2020, before me personally came
_____, to me known, and known to me to be
the _____ of _____, the municipal
corporation described in and which executed the within instrument, who being by me duly
sworn did depose and say that he/she resides at _____
_____ and
that he/she signed his/her/their name(s) thereto by authority of the board of said municipal
corporation.

Notary Public

Refuse Disposal District #1 Inter-Municipal Agreement:
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CERTIFICATE OF AUTHORITY
(Municipality)

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

I, _____, and officer other than the officer signing the agreement, hereby certify that I am the _____ of the _____, a municipal corporation duly organized in good standing under the New York State _____ Law named in the foregoing agreement that _____, who signed said agreement on behalf of the Municipality was, at the time of execution _____ of the Municipality, that said agreement was duly signed on behalf of said Municipality by authority of its _____ thereunto duly authorized, and that such authority is in full force and effect at the date hereof.

Name: _____
Title: _____

On this _____ day of _____, 2020, before me personally came _____, to me known, and known to me to be the _____ of _____, the municipal corporation described in and which executed the within certificate, who being by me duly sworn did depose and say that he/she resides at _____ and that he/she signed his/her/their name(s) thereto by authority of the board of said municipal corporation.

Notary Public

Refuse Disposal District #1 Inter-Municipal Agreement:
Residential Food Scrap Transportation & Disposal Program

Schedule A: Municipal Residential Food Scrap Collection Program
(to be completed by the Municipality)

Municipality: _____

Program Type: ☐ Drop-off Location ☐ Curbside Collection ☐ Both

Drop-off Location Site Name and Address:

- ☐ Registered pursuant to 6 NYCRR Part 362-3.2(c) (attach a copy of the registration)
☐ Exempt pursuant to 6 NYCRR Part 362-3.3(a)

Program Contact:

Name: _____

Telephone: _____

E-mail: _____

Does the program require enrollment?

- ☐ No
☐ Yes: Number of households currently enrolled: _____

Does the program have a limit on the number of households permitted to participate?

- ☐ No
☐ Yes: Limit: _____

Service type requested:

- ☐ The Municipality will deliver to Contractor's Transfer Station:
 ☐ using a curbside collection vehicle.
 ☐ by delivering Toters to the Transfer Station.
☐ The Contractor will collect from one Residential Food Scrap Drop-off Collection Program site.

Refuse Disposal District #1 Inter-Municipal Agreement:
Residential Food Scrap Transportation & Disposal Program

Schedule B: Fees

In consideration of the services provided by the County, the Municipality shall pay the RDD in accordance with the following fee schedule for the period from October 12, 2020, through and including October 31, 2020.

Service:	Municipal Fee:
Transportation and Disposal from the Municipality's Residential Food Scrap Drop-off Collection Program, once weekly:	\$29.28/ton*
Transportation and Disposal of the Municipality's Residential Food Scrap Collection Program, which has been delivered to Contractor's Transfer Station:	\$15.00/ton* up to 19.99 tons in a single calendar year
Transportation and Disposal of the Municipality's Residential Food Scrap Collection Program, which has been delivered to Contractor's Transfer Station:	\$10.00/ton* for tonnage of 20 tons or more in a single calendar year

*For purposes of this fee schedule, tonnage shall be averaged based upon the number of Toters collected from the Municipal Drop-off Location, with the weight of each Toter being calculated at 200 lbs per Toter. It is expressly acknowledged and agreed by the parties that there will be no adjustment or reduction for partially filled Toters and that each Toter will be calculated using the maximum estimated weight.

Effective November 1, 2020, and for each subsequent year of the term of this Agreement, and any extensions thereto, each item in the fee schedule shall increase the amount of the Adjustment Factor as determined in connection with the District's Solid Waste Inter-Municipal Agreement, whether or not the Municipality is party to the Solid Waste IMA.

No local municipality shall charge a fee to any resident or any other local municipality in connection with this Agreement.

Refuse Disposal District #1 Inter-Municipal Agreement:
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Schedule C: Organics Recycler's Material Guidelines

[Page Intentionally Blank- Guidelines Attached]

Refuse Disposal District #1 Inter-Municipal Agreement:
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Schedule D: Grant Information – For Informational Purposes Only

Currently, the NYSDEC has grant opportunities available for supplies to establish a Food Scrap Drop-off Collection Site. This information is subject to change and/or modification by the NYSDEC and is provided by the County solely for informational purposes.

Ensure your organization is registered in the NYS Grants Gateway:

- 1) Visit <https://grantsmanagement.ny.gov/> to complete the registration.
 - 2) Download and complete the Registration Form for Administrators. Send with accompanying documentation by mail to: Grants Management, 99 Washington Avenue Room 1550, Albany, NY 12210-2814.
 - 3) If your organization does not already have a New York State SFS Vendor ID, the Grants Management staff will obtain one for you. To do so, you must download, complete, and attach the Substitute W-9 Form. If your organization already has an SFS Vendor ID, do not submit a Substitute W-9 form. Please note, the process for obtaining an SFS Vendor ID can take 3-5 business days.
 - 4) Attach an organizational chart showing the head of your organization that identifies current leadership and staff members by position, name, and title. A Sample Organization Chart is available for you to view online.
- Please note:* New York State Grants Management reserves 5-10 business days from the receipt of complete materials to process a registration request.

Once your organization is enrolled, complete the application for the NYS DEC Municipal Waste Reduction and Recycling Program (“MWRR”)

- 1) Search for the “Municipal Waste Reduction and Recycling Program” under grant opportunities. Then begin filling out the electronic Grant Opportunity. *Pro Tip:* The Gateway has a safety feature which automatically logs off after 3 minutes of inactivity.
- 2) Access the Application using the Application Search.
- 3) Click the Forms Menu link.
- 4) Complete the Project Site Address and Program Specific Questions forms. These forms are required for all grant applications.
 - Provide a thorough explanation of the program for which you will use the containers, and provide an estimated lifespan
 - Not all program specific questions listed require answers. If a question is clearly for another type of recycling program just place “N/A” in the answer field.
- 5) Complete the Budget and Workplan forms as directed by the DEC. These forms are required for most grant applications.
- 6) When completing the Budget Table, all composting bins and toters will be placed under the “Equipment” category.
- 7) Upload additionally required materials to the Pre-submission Uploads and/or Grantee Document Folder as directed by the State agency.
- 8) As changes are made, be sure to click the Save button on each page.
- 9) Click the Check Global Errors button to make certain your application is without errors.
- 10) Use the Print Application feature to preview the application.
- 11) To submit the application, ensure the user is logged into the Grants Gateway as either a Grantee System Administrator or a Grantee Contract Signatory. Only users in one of these roles will be able to submit. Verify user roles by clicking on the details link near the top of the page.

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Refuse Disposal District #1 Inter-Municipal Agreement:
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Schedule E: Standard Insurance Provisions (Municipality)

1. Prior to commencing work, and throughout the term of the Agreement, the Municipality shall obtain at its own cost and expense the required insurance as delineated below from insurance companies licensed in the State of New York, carrying a Best's financial rating of A or better. Municipality shall provide evidence of such insurance to the County of Westchester ("County"), either by providing a copy of policies and/or certificates as may be required and approved by the Director of Risk Management of the County ("Director"). The policies or certificates thereof shall provide that ten (10) days prior to cancellation or material change in the policy, notices of same shall be given to the Director either by overnight mail or personal delivery for all of the following stated insurance policies. All notices shall name the Municipality and identify the Agreement.

If at any time any of the policies required herein shall be or become unsatisfactory to the Director, as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to the Director, the Municipality shall upon notice to that effect from the County, promptly obtain a new policy, and submit the policy or the certificate as requested by the Director to the Office of Risk Management of the County for approval by the Director. Upon failure of the Municipality to furnish, deliver and maintain such insurance, the Agreement, at the election of the County, may be declared suspended, discontinued or terminated.

Failure of the Municipality to take out, maintain, or the taking out or maintenance of any required insurance, shall not relieve the Municipality from any liability under the Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the contractual obligations of the Municipality concerning indemnification.

All property losses shall be made payable to the "County of Westchester" and adjusted with the appropriate County personnel.

In the event that claims, for which the County may be liable, in excess of the insured amounts provided herein are filed by reason of Municipality's negligent acts or omissions under the Agreement or by virtue of the provisions of the labor law or other statute or any other reason, the amount of excess of such claims or any portion thereof, may be withheld from payment due or to become due the Municipality until such time as the Municipality shall furnish such additional security covering such claims in form satisfactory to the Director.

In the event of any loss, if the Municipality maintains broader coverage and/or higher limits than the minimums identified herein, the County shall be entitled to the broader coverage and/or higher limits maintained by the Municipality. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

2. The Municipality shall provide proof of the following coverage (if additional coverage is required for a specific agreement, those requirements will be described in the Agreement):

Refuse Disposal District #1 Inter-Municipal Agreement:
Residential Food Scrap Transportation & Disposal Program

- a) Workers' Compensation and Employer's Liability. Certificate form C-105.2 or State Fund Insurance Company form U-26.3 is required for proof of compliance with the New York State Workers' Compensation Law. State Workers' Compensation Board form DB-120.1 is required for proof of compliance with the New York State Disability Benefits Law. Location of operation shall be "All locations in Westchester County, New York."

Where an applicant claims to not be required to carry either a Workers' Compensation Policy or Disability Benefits Policy, or both, the employer must complete NYS form CE-200, available to download at: <http://www.wcb.ny.gov>.

If the employer is self-insured for Workers' Compensation, he/she should present a certificate from the New York State Worker's Compensation Board evidencing that fact (Either SI-12, Certificate of Workers' Compensation Self-Insurance, or GSI-105.2, Certificate of Participation in Workers' Compensation Group Self-Insurance).

- b) Commercial General Liability Insurance with a combined single limit of \$1,000,000 (c.s.1) per occurrence and a \$2,000,000 aggregate limit naming the "County of Westchester" as an additional insured on a primary and non-contributory basis. This insurance shall include the following coverages:

- i. Premises - Operations.
- ii. Broad Form Contractual.
- iii. Independent Contractor and Sub-Contractor.
- iv. Products and Completed Operations.

- c) Commercial Umbrella/Excess Insurance: \$2,000,000 each Occurrence and Aggregate naming the "County of Westchester" as additional insured, written on a "follow the form" basis.

NOTE: Additional insured status shall be provided by standard or other endorsement that extends coverage to the County of Westchester for both on-going and completed operations.

- d) Automobile Liability Insurance with a minimum limit of liability per occurrence of \$1,000,000 for bodily injury and a minimum limit of \$100,000 per occurrence for property damage or a combined single limit of \$1,000,000 unless otherwise indicated in the contract specifications. This insurance shall include for bodily injury and property damage the following coverages and name the "County of Westchester" as additional insured:

- (i) Owned automobiles.
- (ii) Hired automobiles.
- (iii) Non-owned automobiles.

3. All policies of the Municipality shall be endorsed to contain the following clauses:

(a) Insurers shall have no right to recovery or subrogation against the County (including its employees and other agents and agencies), it being the intention of the parties that the insurance policies so effected shall protect both parties and be primary coverage for

Refuse Disposal District #1 Inter-Municipal Agreement:
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any and all losses covered by the above-described insurance.

(b) The clause "other insurance provisions" in a policy in which the County is named as an insured, shall not apply to the County.

(c) The insurance companies issuing the policy or policies shall have no recourse against the County (including its agents and agencies as aforesaid) for payment of any premiums or for assessments under any form of policy.

(d) Any and all deductibles in the above described insurance policies shall be assumed by and be for the account of, and at the sole risk of, the Municipality.





VILLAGE OF TARRYTOWN

One Depot Plaza, Tarrytown, New York 10591-3605

www.tarrytowngov.com

Mayor

THOMAS D. BUTLER JR.

Deputy Mayor

REBECCA McGOVERN

Trustees

KAREN G. BROWN

ROBERT HOYT

DAVID T. KIM

PAUL RINALDI

DOUGLAS ZOLLO

VILLAGE ADMINISTRATOR

914-631-1785

VILLAGE TREASURER

914-631-7873

VILLAGE CLERK

914-631-1652

VILLAGE ENGINEER

914-631-3668

DEPT. OF PUBLIC WORKS

914-631-0356

FAX NO. 914-909-1208

November 2, 2020

Re: Funding potential for future possible WARO / National Parks Service project for
"The Action at Tarrytown" at Village Hall 1 Depot Plaza, Tarrytown, NY

To whom it may concern:

This is to convey that the Village of Tarrytown is the sole owner and operator/maintainer of Village Hall 1 Depot Plaza, Tarrytown, NY. The Village of Tarrytown owns and maintains the entire property at 1 Depot Plaza.

The Village of Tarrytown supports the attached project that might be funded through a grant to more fully commemorate "The Action at Tarrytown" on Village Hall property. The Village will provide in-kind matching services, if necessary, in the form of labor to assist with the administration of the grant, and assistance from Village of Tarrytown Parks Department and Public Works Department employees, as necessary.

The enhanced monument will provide information to both residents and visitors about this significant part of the French-American alliance during the Revolutionary War. We would enthusiastically welcome visitors during the 250th anniversary of the American Revolution and beyond. This location is a key focal point in the Village of Tarrytown, and receives a high number of visitors to and from the well trafficked Tarrytown Metro North Train Station, so that this updated monument could be viewed by thousands of visitors to this location on an annual basis.

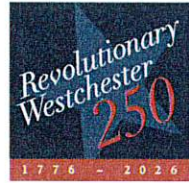
Very truly yours,

Richard Slingerland
Village Administrator

cc: Mayor Thomas D. Butler Jr. and Board of Trustees
Constance Kehoe

Detailed Estimated budget for WARO Patriot's Park project:

	Professional Services*			
Interpretive Panel Design	Historians/writers – to research and write-up narratives on the text of the information that will go into the permanent outdoor signage		\$1,500	\$12,500
	Graphic Designer to work with group with photos, graphics and layout for signage (2 signs)		\$3,500	
Site Design	Landscape Architectural Services – for site design and planting layout in Patriot's Park		\$7,500	
	Construction Budget**			
Units	Description	Unit Cost	Extension	
2	Signage Units with Interpretive Panels	\$5,000	\$10,000	
625 s.f.	Concrete / patio area 25' x 25' @\$16/s.f.	\$16 s.f.	\$10,000	
200	Plant materials – 200 plants / perennial flowers	\$15 each	\$3,000	
50	Shrubs and evergreens	\$75 each	\$3,750	
2	High quality cast-metal and decorative wood benches	\$2,500 each	\$5,000	
Lump sum	Site preparation, clearing and grubbing,	lump	\$10,000	\$41,750
	Total Estimated Project Budget			\$54,250



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WARO PROJECT PROPOSAL: The Action at Tarrytown: Monument Plaza Enhancement

To: Johnny F. Carawan

Trail Administrator, Washington-Rochambeau Revolutionary
Route National Historic Trail (WARO)

www.nps.gov/waro

d: (610) 783-1006

c: (610) 715-1101

From: Constance M. Kehoe

President, Revolutionary Westchester 250,

Deputy Mayor, Village of Irvington

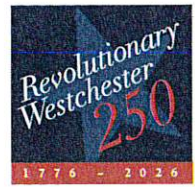
And Member, Leadership Council W3R-US,

<https://w3r-us.org/w3r-us/leadership/>

and Member, Executive Committee Historic Hudson
Rivertowns,

<http://www.hudsonriver.com>

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Re: Statement of Work

The Action at Tarrytown: The First Coordinated French -
American Action, July 15, 1781

Project: Enhancement of the Memorial Plaza at Village Hall,
Tarrytown, New York, with Interpretive Exhibit (interpretive
signage) and Improvements

Project Description

Research, design and install Interpretive panels to enhance the current memorial (bas relief plaque) to “The Action at Tarrytown.” The project will include development of panels and a small plaza dedicated to memorializing Tarrytown’s role in the American Revolution and specifically the French American alliance during the Revolution. The site will provide a setting for educational talks and a point of reflection. For additional details about the significance of this site, see Attachment ‘A’: *Historical background of The Action at Tarrytown*, by Dr. Erik Weiselberg.

Project Rational

Close to the WARO trail (Route 9/Broadway is less than 1/2 mile from the site) and just 8 miles from the Odell House Rochambeau Headquarters, the current bas relief monument, with the addition of interpretive panels explaining the significance of the site (French and Continental troops coordinated the first joint military action here, repelling British ships on the Hudson River) will expand the appeal of this part of Westchester County as a heritage tourism draw for those interested in the 250th commemoration as well as those particularly interested in the French-American alliance and WARO particularly.

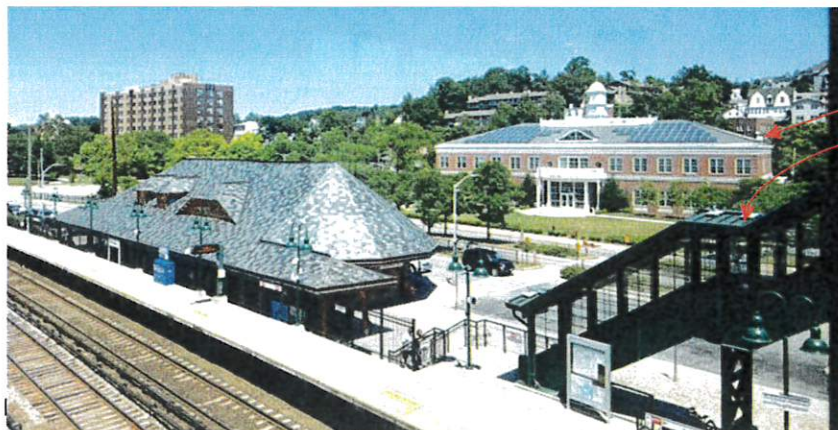
The site is already featured in the TravelStorys regional mobile audio app, Historic Hudson River Tour, generating greater awareness and more potential visitors. The geotag on the driving tour, “Tarrytown: Millionaire’s Colony”, points visitors to “The Action at Tarrytown” monument.
<http://www.hudsonriver.com/river-towns/mobile-audio-tours>.

Potential Related funding projects

Enhance and expand the amenities and interpretive information and signage at a percentage of the more than 50 geotagged sites on this mobile audio app that include Revolutionary War era history. Several of these sites also relate to the WARO trail.

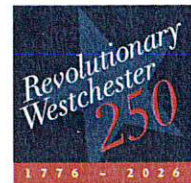
Project Proposed Location and Permits

Village of Tarrytown property located in front of Village Hall, One Depot Plaza, Tarrytown, NY 10591, directly across from the Tarrytown Metro North Train Station. The Village of Tarrytown provides the necessary permits to proceed with this project.



VILLAGE HALL

APPROXIMATE LOCATION
OF MONUMENT
(ALONG WALKWAY IN
FRONT OF VILLAGE HALL)



Project Contacts

1. Constance Kehoe: 1776RW250@gmail.com, www.RW250.org; (914-261-8479)
2. Sara Mascia, Ph.D.: Executive Director , Historical Society serving Sleepy Hollow and Tarrytown, sasamascia16@gmail.com, <http://www.thehistoricalsociety.net>
3. Erik Weiselberg, Ph.D.: Principal Historian RW250 and Irvington Village Historian, historian.rw250@gmail.com
4. Richard Slingerland: Village Administrator, Village of Tarrytown <https://www.tarrytowngov.com>, rslingerland@tarrytowngov.com
5. Drew Fixell: Mayor, Village of Tarrytown and Member, RW250 Advisory Group and Historic Hudson Valley Executive Committee, dfixell@tarrytowngov.com

Project Time-Line

Some initial research has been completed by consulting historians and writers (Dr. Mascia and Dr. Weiselberg). Village of Tarrytown supports the project and will provide some in-kind administrative and labor support (see note under Project Budget)

- Interpretive Panel Design will be completed by August 24, 2020
- Order for signage unit (s) and panels to be submitted to fabricator by August 27, 2020
- Site design drawings will be completed by August 31, 2020
- Site construction phase to begin September 1, 2020
- Planting to be completed by October 15, 2020
- Panel installation upon delivery of panels (estimated date November 1, 2020)

Project Scope

Design and fabrication of signage unit and Interpretive Panels

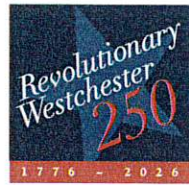
- Content Development- research, writing and image collection
- Graphic Designer- layout of panel content

Site Design

- Landscape architectural design services (precise location subject to analysis of site)

Construction Scope

- Fabrication and installation of two (2) interpretive panels (alternative is (1) panel)
- Procurement and Installation 400sf hard surface pavers (if included)
- Procurement and Installation plant materials
- Procurement and Installation Seating (if included)



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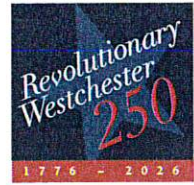
Estimated Project Budget

Professional Services*			
Interpretive Panel Design	Historians/writers	\$1500	\$5500
	Graphic Designer	\$1500	
Site Design	Landscape Architectural Services	\$2500	
Construction Budget**			
	2 Signage Units with Interpretive Panels	\$10,000	\$32,000
	Paving***	\$6000	
	Plant materials	\$3500	
	2 Benches***	\$2500	
	Labor and misc. construction materials	\$10,000	
Total Estimated Project Budget			\$37,500

*Some *pro bono* work on the interpretive panel will be provided by the Historical Society serving Sleepy Hollow and Tarrytown, and Revolutionary Westchester 250, Inc.

**The above reflects the projected budget for the creation of a memorial plaza with interpretive signage. The Village of Tarrytown has offered to contribute administrative and some construction services. In addition, some elements of the project scope may be eliminated or reduced (i.e. eliminate benches and paving) based on available funding and detailed analysis of the site.

***These elements of the proposal are tentative and subject to an analysis of the total available space and other considerations by the Village of Tarrytown and the landscape designer



Attachment 'A'

Captain George Hurlbut and the Action at Tarrytown, July 15, 1781

Erik Weiselberg, Ph.D.

Principal Historian of Revolutionary Westchester 250, and Village Historian of Irvington

Our series of articles, published in the Hudson Independent

(<https://thehudsonindependent.com/category/historic/>)

so far has featured native sons and daughters of Westchester County, but during the war Americans and Europeans from all over came to Westchester. This article features Captain George Hurlbut, a native of Connecticut who demonstrated tremendous bravery defending military supplies during an encounter with British naval forces that has come to be called, "The Action at Tarrytown." Although he hailed from Massachusetts, the legacy of his heroism is affixed on an easily overlooked memorial that now stands in front of the Tarrytown Village Hall.

On the evening of Sunday, July 15, 1781, the sound of cannon and musket fire rang through the air, alarming the combined French and American camp that stretched across most of present-day Greenburgh. At Dobbs Ferry, Captain George Hurlbut and Colonel Sheldon's 2nd Continental Dragoons sprang into action. A native of New London, Connecticut, Captain Hurlbut was described by nineteenth-century historian R. B. Coutant of Tarrytown as, "a young man of good presence, more than ordinary intelligence, quick to think and act; in brief, a typical New England youth with New England spirit back of him." At age nineteen George Hurlbut fought at the Battle of Bunker Hill and later became a Captain in George Washington's "Life Guards," or 2nd Continental Dragoons, under command of Colonel Elisha Sheldon of Lyme, Connecticut. Captain Hurlbut was about to play an important role in a little-known encounter called "The Action at Tarrytown," the first combined combat operation of the French and American allied armies in the Revolutionary War.

On the night of July 15, 1781, five American river sloops carrying four eighteen-pound cannons, flour and other supplies from West Point and the Hudson Highlands had just arrived in the Tappan Zee. Tarrytown, with its harbor and the Martling-Requa Dock. This location afforded a site upriver from the British naval presence and was used to supply the over 10,000 soldiers of the French and American armies that had been encamped at the Philipsburgh Encampment since early July. That evening, a small fleet of British ships consisting of two sloops of war, two tenders, and one galley, came up the Hudson River with the intention of intercepting the American supply ships and destroying the stores. The British ships, with a fair wind and tide, quickly maneuvered up the river, passing fortified American positions at Dobbs Ferry after sunset. The previous night, July 14, the British took a vessel of a "Captain Dobbs," William Dobbs of Fishkill, laden with 1,000 rations of bread for the French Army, some clothing intended for Sheldon's regiment, and some passengers.

As soon as the American sloops in the Tappan Zee discovered the British enemy, they headed for the shore at Tarrytown, but three or four of these American vessels ran aground one hundred yards from the dock. As the Patriots frantically unloaded the transports, the British ships dropped anchor and began a heavy cannonade, providing cover for two gunboats and four barges they sent to destroy the American sloops and to carry off the supplies. Twelve French infantry soldiers from the Soissonnais Regiment, a sergeant's guard, were the only troops at Tarrytown. The Soissonnais kept up such a lively and effective fire that they prevented the British gunboats from landing.

Alerted to the situation, Col. Sheldon at Dobbs Ferry, just 5 miles to the South, immediately sent his mounted dragoons, including Capt. George Hurlbut's company, to Tarrytown. Upon arrival, Sheldon's men dismounted and sprang into action. Capt. Hurlbut and twelve other men of Sheldon's dragoons took a position on board one of the sloops to protect the valuable stores from the approaching British gunboats. Armed only with the swords and pistols of cavalry soldiers, Capt. Hurlbut kept his men concealed until the enemy were alongside, at which point he ordered them to fire. In response the British fired back, killing one of his men. Capt. Hurlbut, finding himself surrounded, ordered his men to jump overboard and make for the shore.

The British immediately boarded the grounded sloops and set at least one of them on fire, but the severe musket volleys that were kept up by Sheldon's dragoons and the French sergeant's guard forced them to retreat before they could take or damage the supplies. The fire on the sloops, however, threatened to destroy the supplies onboard, so several soldiers watching from shore jumped into the river and swam towards the burning sloop, including Captain Hurlbut, Captain-Lieutenant John Miles of the 2nd Continental Artillery, and Quartermaster Lieutenant Joseph Shaylor of the 4th Connecticut Infantry. When they reached the burning sloop, they extinguished the fire. The vessels were saved as well as most of the cargo. The British ships remained in the river for the next several days before French and American artillery fire from Tarrytown and Dobbs Ferry compelled them to leave. While Capt. Hurlbut had been in the water, however, he received a wound from a musket ball through the thigh.

It is possible that Capt. George Hurlbut remained in Tarrytown as he recovered from his wounds. According to local lore, General Washington visited a sick officer several times at the Van Tassel Inn, later called the Jacob Mott House, an establishment run by John Van Tassel that stood along the Albany Post Road (Broadway) in Tarrytown (at the corner of today's Hamilton Place where now stands the Landmark Condominium). Although Capt. Hurlbut was perhaps more wounded than "sick," it is possible that he recovered at the house, and was visited by General Washington, who was then stationed during the Philipsburgh Encampment at his

headquarters in what he called "Dobbs Ferry," at the Appleby House (in today's Ardsley, the current site of the WFAS radio station and a noted location on the WARO trail).

Apparently, Capt. George Hurlbut recovered from the wound he received in the waters off of Tarrytown, but either the lingering effects of it or some new malady caused him tremendous suffering and put his health in mortal jeopardy. Capt. Hurlbut explained to General George Washington on March 26, 1783, "The wound which I received almost two years ago is at length healed, but the disagreeable symptoms with which I have been afflicted during the winter past forbid me to expect a return of health." One account claims that Capt. Hurlbut, having recovered and resumed his command, re-opened the wound when he fell from his horse after it became frightened when his troops greeted him with a salute from their firearms. Another account claims that he was taken to the military hospital at West Point the day after the action and recovered, but that he contracted a disease from a camp prostitute. Whatever the cause of his lingering malady, after months of suffering Capt. Hurlbut requested permission to return home to New London, Connecticut, "to wait a decision of my fate."

By mid-April of 1783, Washington arranged for Capt. Hurlbut to travel by sea (his wound or illness prevented him from travelling by land) to his home, but he survived only until May 8. A simple tombstone over his grave at New London, Connecticut bears the epitaph, "The dust of CAPTAIN GEORGE HURLBUT, who died May 8, 1783, in the 28th year of his age, in consequence of a wound he received in the service of his country. Here lies a youth of valor, Known and tried, Who in his country's cause, Fought, bled, and died."

The misery of the Hurlbut family extended far beyond the war years, however. On November 12, 1788, George Hurlbut's sister, Anna Welsh, a widow of Captain Jonathan Welsh, asked George Washington for the compensation she felt was due to Hurlbut by virtue of the resolution passed by the Continental Congress on September 16, 1776, which provided bounty lands for officers and soldiers who enlisted for the duration of the war, were discharged by Congress or to family members of officers slain by the enemy. As a captain, Hurlbut would have been entitled to a land grant of 300 acres. But the paymaster of Sheldon's Dragoons initially rejected the application, claiming that Hurlbut had died before the close of the war. Anna Welsh complained that Hurlbut, "having suffer[e]d the excruciating pain beyond the power of Language to express," it was only right that he receive, "so Small a recompence for a life spent & lost in the service of I am sorry to say an ungrateful Country." After many unsuccessful attempts, in 1834 an Act of Congress allowed his estate five years' full pay for his service as a captain of dragoons.

When the depot plaza at the Tarrytown riverfront was being redone in 1899, civic-minded men intended to honor the bravery of Captain George Hurlbut at the site of the action. On July 15, 1899, a bronze tablet was placed in the Tarrytown railroad station, a location that would have been roughly the location of the Action at Tarrytown at a time before landfill extended the shoreline to its present extent.

The Action at Tarrytown was the first example of French-American military cooperation in combat. As French officer Abbé Robin pointed out, "This first feat of the French arms in America gave the English some idea of what they were to expect from the united efforts of a whole corps." In addition, the Action at Tarrytown and the presence of the combined French and American armies in Westchester, just outside British-held New York City, forced British General Cornwallis to divert his attention from his southern campaign, and even to gather his troops into one location for possible embarkation to New York, and thus left his army concentrated on the Yorktown peninsula where they were trapped and defeated by the French and American armies on October 19, 1781.

For his courage during the Action at Tarrytown on July 15, 1781, General Washington praised the "gallant behavior and spirited exertions" of Capt. George Hurlbut and the other officers, "in extinguishing the flames of the vessels which had been set on fire by the enemy, and preserving the whole of the ordnance and stores from destruction," acts which "entitle them to the most distinguished notice and applause."

Because some flour was lost in the attack on the supply vessels, each soldier was reduced to four ounces of bread, plus some rice and meat, but according to one French officer, "They sustained these passing hardship with a gayety and firmness, of which their officers gave them an example."

The British ships remained in the river within sight of Tarrytown for the next two days while the Americans removed their stores. The French placed cannons and howitzers at Dobbs Ferry, while the Americans placed some cannon north of Tarrytown. On July 17 at daylight, American General Robert Howe arrived with a division of troops and some additional artillery, which eventually forced the ships upriver to Teller's Point (Croton Point Park) and Haverstraw.

On July 19 the British ships returned down river, where they were fired at by the artillery that had been placed at Dobbs Ferry. The British ship *Savage* was severely damaged by that artillery and pierced with holes, when a tremendous explosion occurred onboard. A British account stated that the Americans fired red-hot shot from the New Jersey shore, hitting the masts and rigging of two vessels and blowing up an arms chest on board the *Savage*, but other reports claimed that a powder box on board the *Savage* caught fire. Terror and confusion reigned onboard the ship, such that eighteen to twenty British sailors jumped off the ship. Three of them were taken prisoner, and the others drowned or returned to the ship when the flames were put out. One French prisoner who escaped by jumping overboard from the *Savage* was picked up by "Dobbes Sloop," and he later provided an account of the events.

Washington praised "the conduct of Major-General Howe, for marching with so much alacrity and rapidity to the defence of the stores at Tarrytown, and repulsing the enemy from thence."

Illustrations* on the following pages:

**Images included as illustrative examples, not for publication at the time*

1. French sergeant's guard of the Soissonnais Regiment defending American supply boats at Tarrytown.
2. 2nd Continental Dragoons
3. Van Tassel House.
 - a) Edgar Mayhew Bacon's book.
 - b) Postcard.
 - c) Edgar Mayhew Bacon's sketch.
4. Bronze Tablet, memorial to Captain George Hurlbut and the Action at Tarrytown, July 15, 1899, outside at Tarrytown Village Hall.
5. Detail of tablet: Sheldon's Dragoons.
6. Detail of tablet: text (historic photo).

1. French Sergeant's Guard, Soissonnais Regiment On the night of July 15, 1781, a twelve-man sergeant's guard of the Soissonnais Regiment that had been stationed at Tarrytown fired upon British ships seeking to capture or destroy supplies onboard American supply ships. The French guard was part of the combined French and American armies numbering over 10,000 men that camped across lower Westchester for several weeks in the summer of 1781. Their constant heavy musket fire held the British off long enough for Sheldon's dragoons and other Continental Army detachments to arrive and save the supplies. The Action at Tarrytown was the first combat operation of the combined French and American armies.

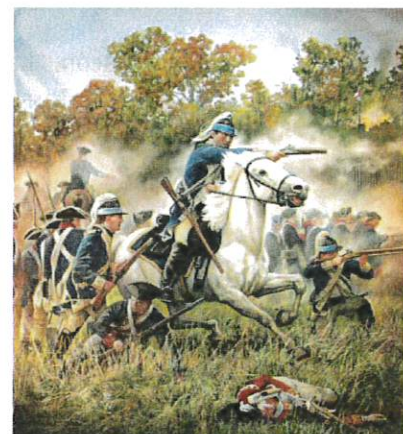


Source: French Sergeant's guard of the Soissonnais Regiment defending the American supplies at Tarrytown. David R. Wagner, "SOISSONNAIS REGIMENT, JULY 16, 1781," Hudson River Valley Institute, Dr. Frank P. Bumpus Collection, (<http://www.davidrwagner.com/revolutionaryrouteseries.htm>)

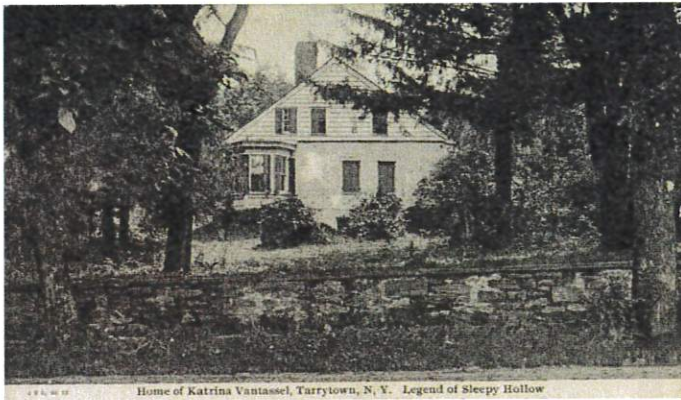


Source: *Uniforms of the American War of Independence*. A series of 24 collector cards. Illustration by R. J. Marrion. Fellow of The Company of Military Historians of America. Victoria Gallery, London, England. 1992.]
<http://www.srcalifornia.com/uniforms/v20.htm>

2. 2nd Continental Dragoons. <http://www.dragoons.info/photos/>



3. Van Tassel Inn



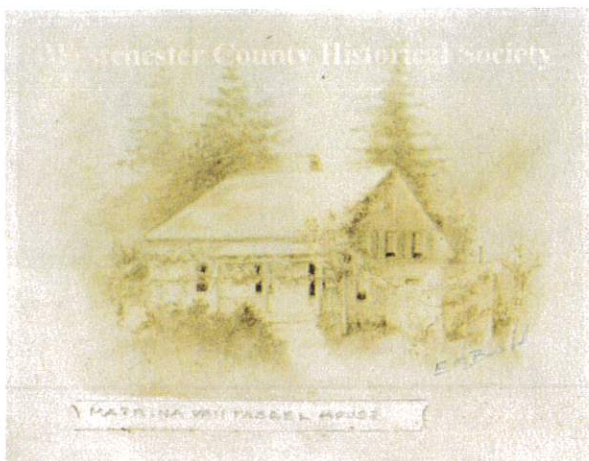
Katrina Van Tassel house (Jacob Mott house)



Source: Westchester County Historical Society, M-5472

<https://westchester.pastperfectonline.com/photo/68517ECD-2BD3-43FA-8E49-937412499121>

Edgar Mayhew Bacon, "Katrina Van Tassel House," Katrina Van Tassel house - sketch by E. M. Bacon



Source: Westchester County Historical Society, M-5471, <https://westchester.pastperfectonline.com/photo/DA394B1E-7D00-4037-BF8F-231339463937>

From Edgar Mayhew Bacon's *Chronicles of Tarrytown and Sleepy Hollow* (New York and London, G. P. Putnam's sons, 1902), 88.

Source: Westchester County Historical Society, M-5471,
<https://westchester.pastperfectonline.com/photo/DA394B1E-7D00-4037-BF8F-231339463937>

From Edgar Mayhew Bacon's *Chronicles of Tarrytown and Sleepy Hollow* (New York and London, G. P. Putnam's sons, 1902), 88.

The Van Tassel Tavern (also, Jacob Mott House) was run by John Van Tassel (1737-1807) and under proprietorship of Elizabeth Van Tassel. It stood along the Albany Post Road (Broadway) in Tarrytown (at the corner of today's Hamilton Place where now stands the Landmark Condominium, previously the Frank R. Pierson School, itself formerly the Washington Irving High School). It attracted many colorful stories over the years, including that General George Washington visited a sick officer there (which may have been Hurlbut), that a cannon-ball from a British ship of war in the river passed through the parlor window and out through the doorpost on the other side of the building (possibly during the Action at Tarrytown), and that it served as the inspiration or model for Baltus Van Tassel's estate in Washington Irving's "The Legend of Sleepy Hollow." After the building was destroyed, the door of the inn was preserved in the corridor of the school and is now in the custodianship of the Historical Society Serving Tarrytown and Sleepy Hollow.

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4. Bronze Tablet Memorial to The Action at Tarrytown and Capt. George Hurlbut, 1899, outside Tarrytown Village Hall.



Source: Photo by Erik Weiselberg

After successfully placing the Revolutionary Soldiers' Monument at Sleepy Hollow Cemetery in 1894, R. B. Coutant of Tarrytown led a campaign to honor Capt. George Hurlbut, whom he felt was overshadowed by the attention given to John Paulding in the village. When the depot square at the Tarrytown riverfront was being redone, Coutant saw an opportunity to commemorate Capt. Hurlbut so that his "sterling qualities [will] be given honor near the place where they were displayed." The tablet was originally placed on the wall of the Tarrytown train station, the approximate site of the Action at Tarrytown, under water in the days before the shoreline was filled in. Coutant and friends raised money by subscription for the bronze tablet, which was dedicated with on July 15, 1899, on the 118th anniversary of the event, and attended by descendants of Revolutionary War-era families such as the Requas, Sees, Pauldings, Buckhouts, Ferrises, Hamiltons and others. The tablet was moved to its present location when the new village hall was opened in 2009.

5. Bronze tablet, detail

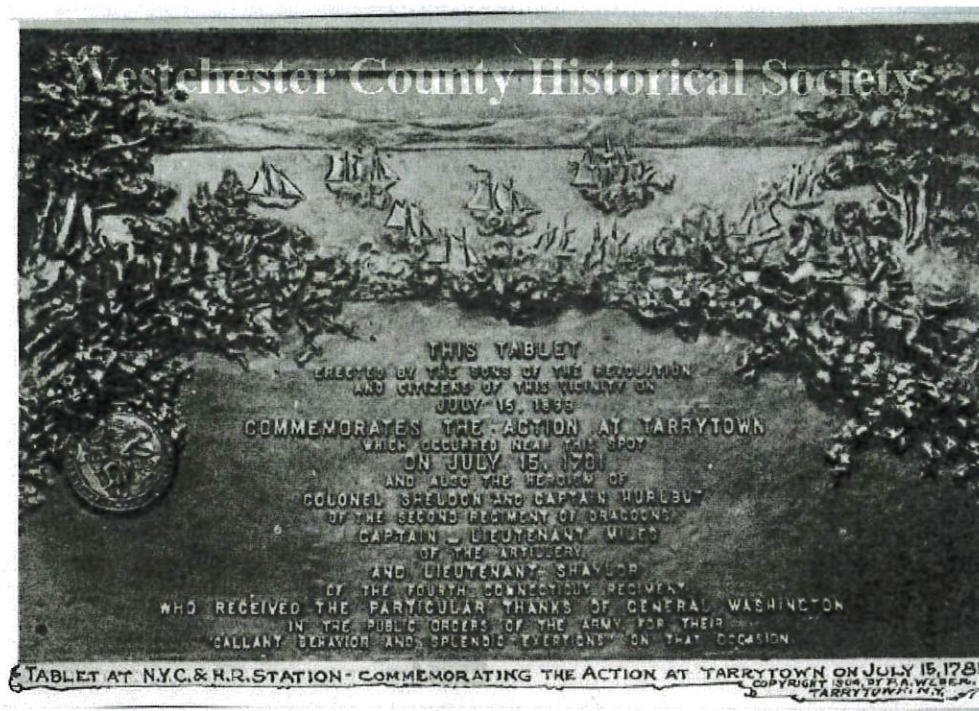


Source: Photo by Erik Weiselberg

Bronze Tablet, 1899 (detail)

Detail of the 1899 bronze tablet, showing the 2nd Continental Light Dragoons, or Sheldon's Dragoons, in which Capt. George Hurlbut commanded a company, rushing from their post at Dobbs Ferry to Tarrytown to defend American supply sloops under attack from British ships.

6. Bronze table, historical photo



Tablet at railroad station commemorating 1781 action at Tarrytown

Source: Westchester County Historical Society, M-887,

<https://westchester.pastperfectonline.com/photo/7C05B952-0ADE-4AC3-92D8-291627973919>

"This tablet, erected by the Sons of the Revolution and citizens of this vicinity on July 15, 1899 commemorates the Action at Tarrytown, which occurred near this spot on July 15, 1781 and also the heroism of Colonel Sheldon and Captain Hurlbut of the Second Regiment of Dragoons, Captain-Lieutenant Miles of the Artillery, and Lieutenant Shaylor of the Fourth Connecticut Regiment, who received the particular thanks of General Washington in the public orders of the Army, for their 'Gallant behavior and splendid exertions' on that occasion."

5

Tarrytown Parking Task Force

Recommendations for Board of Trustee Consideration

Task Force Mission Statement:

Parking convenience affects overall accessibility and thereby commerce and livability of the Village of Tarrytown. Parking facilities are a major cost to our community so we must prioritize management (making better use of existing resources) before creating more supply (too few available spaces, we must build more).

Our goal is to evaluate the existing supply and availability of all parking resources within the Village with special attention to the Main Street business district and North Broadway corridor and then make recommendations that result in more efficient use of those resources.

Guiding Principles

This Task Force used the following three basic principles of parking management and reform from The High Cost of Free Parking by Donald Shoup (<https://www.youtube.com/watch?v=uVteHncimV0>) to inform our recommendations:

- (1) set the right price for curb parking,
- (2) return the parking revenue to pay for local public services, and
- (3) remove minimum parking requirements

Note: The Main Street business district and North Broadway corridor will be referred to as the "Business District".

Next Steps:

Though the work of this Task Force is completed for this term, we believe this is only an initial step in properly managing the parking resources of the village. Therefore when this Task Force has been dissolved, we propose to the BOT the following:

- Monitor and adjust the recommendations in relation to the initial goals based on the guiding principles stated above.
- Form a small, on-going committee that meets quarterly and is led by a person with parking management experience. The committee should include the following members of the Business District community:
 - A representative of the Business District merchants
 - A representative resident of the Business District
 - Lieutenant of TTPD
 - Assistant Village Manager
 - BOT liaison

Recommendation #1

Extend all parking meter enforcement duration in the Business District from 9am-6pm to 9am-9pm and also raise curb space meters to \$1.50 or \$2.00 per hour.

Curb space is the most convenient and desirable parking for commerce and should be priced accordingly. This recommendation is a first step in "setting the right price for curb parking". The intent of extending the duration will hopefully encourage Music Hall patrons to park in municipal lots rather than fill up curb space.

<i>Business District Municipal Lots (Off-street parking)</i>	<i># of Spaces</i>	<i>Current Rate & Enforcement Duration</i>	<i># of Spaces</i>	<i>Proposed Rate & Enforcement Duration</i>
Lot 1 - 31 South Broadway	24	\$1 per hr, 9am-6pm	24	\$1 per hr, 9am-6pm
Lot 2 - Neperan Road	21	\$1 per hr, 9am-6pm	21	\$1 per hr, 9am-6pm
Lot 3 - South Washington St (Eastside)	76	\$1 per hr, 9am-6pm	76	\$1 per hr, 9am-6pm
Lot 4 - South Washington St (Westside)	24	\$1 per hr, 9am-6pm	24	\$1 per hr, 9am-6pm
Lot 5 - McKeel Avenue	75	\$1 per hr, 9am-6pm	75	\$1 per hr, 9am-6pm
Total (Lot or Off-street)	145		145	
<i>Business District Curb Spaces (On-street parking)</i>	<i># of Spaces</i>	<i>Current Rate & Enforcement Duration</i>	<i># of Spaces</i>	<i>Proposed Rate & Enforcement Duration</i>
Main Street	65	\$1 per hr, 9am-6pm	58	\$2 per hr, 9am-9pm
Main Street (15 minute spaces)	4	\$0.25 for 15 minutes	11	\$0.50 for 15 minutes
South Washington Street	9	\$1 per hr, 9am-6pm	9	\$2 per hr, 9am-9pm
North Washington Street	4	\$1 per hr, 9am-6pm	4	\$2 per hr, 9am-9pm
John Street	4	\$1 per hr, 9am-6pm	4	\$2 per hr, 9am-9pm
Kaldenberg Place	12	\$1 per hr, 9am-6pm	12	\$2 per hr, 9am-9pm
South Broadway	39	\$1 per hr, 9am-6pm	39	\$2 per hr, 9am-9pm
North Broadway	65	\$1 per hr, 9am-6pm	6	\$2 per hr, 9am-9pm
Broadway (15 minute spaces)	2	\$0.25 for 15 minutes	4	\$0.50 for 15 minutes
Neperan Road	4	\$1 per hr, 9am-6pm	4	\$2 per hr, 9am-9pm
Hamilton Place	7	\$1 per hr, 9am-6pm	7	\$2 per hr, 9am-9pm
Central Avenue	8	\$1 per hr, 9am-6pm	8	\$2 per hr, 9am-9pm
Total (Curb or Off-street)	215		215	
Total Business District Parking	360		360	

Recommendation #2

Establish additional 15-minute spaces in the Business District by adding (convert currently metered spaces) seven (7) additional 15 minute spaces to Main Street and two (2) additional 15 minute spaces to North Broadway. See maps below for proposed locations: top map - Main Street (from Broadway to Windle Park); bottom map - Broadway (from Main to McKee)



Recommendation #3

Improve directional signage to Municipal lots in the Business District and number the lots for easier identification.

Simplify naming of Business District metered parking lots to "numbers" in lieu of "names". The following amendment and format change to Village Code Section 291-91 is proposed (new language in bold italic print, format is also changed but utilizes existing language);

§ 291-91 Schedule XXVI: Off-Street Metered Parking Lots.
[Amended 2-7-2000; 6-23-2003; 3-19-2012; 12-3-2012; 3-21-2016; 11-21-2016; 1-7-2019]

The areas described below shall constitute off-street metered parking lots. A full description of such lots is available in the office of the Village Clerk, where it may be examined during regular office hours.

Name of Lot	<i>Lot Locations</i>
<i>Lot 1</i>	31 South Broadway
<i>Lot 2</i>	Neperan Road
<i>Lot 3</i>	South Washington Street (Eastside)
<i>Lot 4</i>	South Washington Street (Westside)
<i>Lot 5</i>	McKeel Avenue
Lot A	Depot Plaza
Lot B	South Depot Plaza
Lot C	Green Street (North)
Lot D	West Main Street
Lot E	Green Street (South)
Lot F	Losee Park North
Lot G	Losee Park South & Green Street along Losee Park fence line

Included in this change is the removal of West Elizabeth Street lot (effective 1/31/2020). This change will also help clean up the existing format in the Village Code making it uniform to the uptown lot proposed language. The Parking Task Force recommends keeping the long-term commuter lots identified by "letters" to provide distinction between the two types of lots.

If this proposal is approved by the Board of Trustees the signage will be updated (within the Business District lots) and made to stand out and be more visible.

Recommendation #4

Addition of Lots 3 & 4 (South Washington Street) to Village Code Section 291-48 Business Permit.

Village Code Section 291-48 describes and regulates business parking permits. Currently the Village Code does not allow business permits to be utilized in the South Washington Street lots. We recommend that the South Washington Street lots are added to the list of locations where business permits may be utilized. We believe that allowing business permit parking in the lot will help free up curb spaces along Main Street that may have been otherwise occupied by business owners or employees. The proposed Village Code changes includes the change in Recommendation #3 (numbering the parking lots in the Business District parking lot identification) and also the removal of the West Elizabeth Street Parking Lot which became effective on 1/31/2020 (new language in bold underlined italic print);

§ 291-48 **Business permit.**

[Amended 9-19-2011 by L.L. No. 8-2011; 12-3-2012]

Upon submitting to the Village Treasurer a properly completed signed application and upon payment of a fee as set by resolution of the Board of Trustees, the Village Treasurer shall consider said application as valid and complete for the issuance of a business permit, subject to applicable parking limitations. Such permit shall only be issued to the owner of a passenger or suburban vehicle who is not a resident of the Village of Tarrytown, but who is a merchant, store employee, office worker, business or professional person or other person gainfully employed within the Village of Tarrytown. One permit may be issued for up to four vehicles per parking permit, but in no case may the permit be used on more than one vehicle at a time and shall not be considered a valid permit for the parking of more than one vehicle at a time. Such permit shall be valid for a period of not more than one year and shall expire, in any event, on May 31 of each year. Business permits are valid in the following municipal parking lots, subject to specific restrictions where applicable:

~~A.—McKeel Avenue Parking Lot.~~

~~B.—South Broadway Parking Lot.~~

~~C.—West Elizabeth Street Parking Lot (metered parking spaces):
[Amended 3-21-2016]~~

~~D.—Cortlandt Street (metered parking spaces 4050 through 4061):
[Added 12-3-2018]~~

~~E.—Neperan Road Parking Lot (formerly known as the "Citibank
Parking Lot") (Village parking spaces): [Added 9-3-2019]~~

A. *Lot 1 (31 South Broadway)*

B. *Lot 2 (Neperan Road)*

C. *Lot 3 (South Washington Street, East Side)*

D. *Lot 4 (South Washington Street, West Side)*

E. *Lot 5 (McKeel Avenue)*

F. *Cortlandt Street (metered parking spaces 4050 through 4061).*

Recommendation #5

Creation of a Downtown Resident Parking Permit for the Business District Lots.

In conjunction with Recommendation #1, we recommend creating this accommodation for those residing within the Business District who do not have dedicated off-street parking but available to all residents of Tarrytown. Priced the same as a "Business Permit" (VC Section 291-48).

*Must be a resident to apply

Only two cars may be listed on one permit (only one vehicle can use permit at a time)

Can be utilized in the following lots;

- A. Lot 1 (31 South Broadway)
- B. Lot 2 (Neperan Road)
- C. Lot 3 (South Washington Street, East Side)
- D. Lot 4 (South Washington Street, West Side)
- E. Lot 5 (McKeel Avenue)

6

What is ...



1

HNH is a PAARI Model

Police

Assisted

Addiction

and

Recovery

Initiative

1. A nonprofit organization whose mission is to support pre-arrest diversion and aid police departments in its implementation.
2. Facilitates the opportunity for police departments to take direct action against the disease of drug addiction in their communities.
3. The PAARI model is used in more than 500 police departments in the United States



² PD training - 45 minutes



The largest PAARI model organization in the nation.

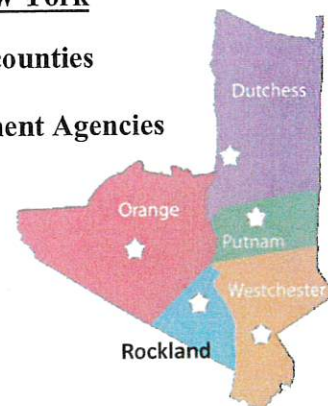
Michigan

- Hope Not Handcuffs is in 9 counties in 90 Law Enforcement Agencies
- Over 800 trained Angels
- Placed 3,900 people in treatment since February 2017
- NOW STATEWIDE!



Hudson Valley – New York

- HNH-HV is in 5 counties
- 26 Law Enforcement Agencies
- Over 500 Angels



3

Police have two ways to respond to drug use:

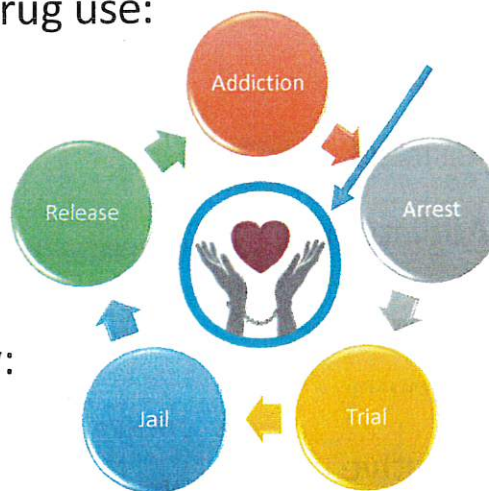
Traditional Policing Strategy

1. Arrest
2. Release

Now there is a 3rd more effective way:

3. Divert

Non-Traditional Policing Strategy



4

HOPE
not HANDCUFFS

Hudson Valley

is not..



5

HOPE
not HANDCUFFS

Hudson Valley

Is **YOUR** program!!

The program is heavily influenced by the police officer's interaction with the community.

6

The 5 Pathways in which the police can use the Hope Not Handcuffs Program

1. Self-Referral**
2. Active Outreach
3. Naloxone Plus
4. Officer Prevention
5. Officer Intervention

All pathways are OPTIONS.

**How many pathways that your department uses beyond Self Referral are up to your department.

PRE-ARREST DIVERSION: PATHWAYS TO COMMUNITY
POLICE, TREATMENT AND COMMUNITY COLLABORATIVE



7



What Diversion Programs can do in your community:

1. Reduce crime

- Less addiction= less crime committed to support addiction.

- | | |
|----------------------------------|-----------------------|
| ✓ Drug possession crime | ✓ Fraud |
| ✓ Larcenies | ✓ Theft from vehicles |
| ✓ Possession of stolen property | ✓ Burglaries |
| ✓ Identity theft | ✓ Robberies |
| ✓ Impaired / intoxicated driving | ✓ Weapon possessions |

ANGEL TRAINING

8

6



What Diversion Programs can do in your community:

2. Improve public safety (real and perceived)
 - Less addicted people = less drug impaired drivers
 - Less crime and less fear of crime
 - Reduce drug use
3. Save lives; Restore lives
 - Less overdoses
 - Stop the damage of drug abuse on families
4. Builds police-community relations
5. Reduce burden on criminal justice to solve public health and social challenges

ANGEL TRAINING

9



What Diversion Programs can do in your community:

6. Builds police-public health/behavioral health relations
 - Create a "community system of care" with the police department as part of the community
7. Correct movement of citizens into from the justice system.
(Supply/distribution)
8. Correct movement of citizens away from the justice system.
(Demand/addicts)
9. Cost savings
 - \$ Less addicted = less crime = less wasted police resources
 - \$ Less addicted = less prisoners
 - \$ One prisoner = roughly \$70,000 cost per year in NYS

ANGEL TRAINING

10



How it works

- Person in need walks into a participating police station and requests help.
- Officer on duty greets participant and makes one phone call to the Angel Coordinator identifying the location.
- Angel on the schedule is dispatched.
 - Goal: Angel arrival within 20-30 minutes.

ANGEL TRAINING

11



What does the Angel do?

- Angels offer comfort items (blankets, water, snacks, etc.)
- Angels offer support and compassion.
- Angels assist in finding treatment by calling approved facilities.
- Angels arrange transportation to treatment.
- Angels offer letters of support written by people in recovery.



ANGEL TRAINING

12