

**VILLAGE OF TARRYTOWN
BOARD OF TRUSTEES
WORK SESSION 6:00 P.M.
WEDNESDAY, FEBRUARY 10, 2016
Tarrytown Village Hall
One Depot Plaza, Tarrytown, New York**

6:00 p.m. Presentation Relay for Life American Cancer Society

Board of Trustees Concerns

Open Session

1. Fire Department Membership Change
2. Recommendation for Downtown Parking Study
3. DPW Parking Law
4. Local Infrastructure Bond Act
5. Parking Meadow Street
6. Notice – Planning Board, Zoning Board of Appeals and Architectural Review Board
7. Stop Sign Request – Glenn Street and Miller Avenue
8. CDBG Agreement Execution
9. Environmental Review (SEQR) – Amendments to OB and MU Zoning Districts
10. Proposed Amendment Chapter 291 – Speed Limits – Miller Park
11. Proposal – Fire Apparatus Specification Development and Bid Review
12. NAMI Westchester – Ribbon Campaign

Executive Session

- 1A. Pool Director
- 2A. Lawsuit

Memo

To: Mayor and Board of Trustees
From: Chair and Members of the Planning Board
CC: Village Administrator, Village Engineer/Building Inspector, Village Planning Board Counsel
Date: 1/25/16
Re: Recommendation for Downtown Parking Study

At its meeting on 1/25/16, the Planning Board adopted a motion requesting the Board of Trustees to have a Request for Proposal for professional services to develop a Downtown Parking Study. This request arises from the Board's review of numerous applications for the expansion and development of commercial and residential uses in the downtown. The Board believes that the Village needs to take a holistic approach to studying Downtown parking instead of the Planning Board's case by case approach with specific applications.

The purpose of such a study would be to develop an overall strategy to manage and potentially increase parking in the Downtown. Among other elements, the proposed Study should analyze current and future parking demand and address downtown parking in terms of management techniques and study of options to augment the parking supply as well as a review of financial issues associated with the growth of the parking system.

Local Law Number __ of 2016

A local law to add Chapter 45 of the Code of the Village of Tarrytown entitled Public Works to address reserved parking for employees of the Department of Public Works

Be it enacted by the **Board of Trustees** of the **Village of Tarrytown** as follows:

Section A: Purpose.

The purpose of this section is to allow for safe, close and accessible parking for employees of the Department of Public Works (DPW) at or near the DPW garage.

Section B: Parking spaces designated for the Employees of the Department of Public Works

- 1 Notwithstanding any inconsistent provision of any local code, rule, regulation, law or ordinance, the portion of Division Street, from River Street to the northwest ramp of the H-Bridge, shall be reserved for parking by employees of the Village of Tarrytown Department of Public Works, from the hours of 6:30 a.m. through 3:30 p.m., Monday through Friday, with the exception of Village holidays.
- 2 The Superintendent of Public Works shall install appropriate signage designating Division Street, from River Street to the northwest ramp of the H-Bridge for Department of Public Works employee parking only.
- 3 No other vehicle may be parked in the area designated in section 1. Any other vehicle parked in the designated parking space shall be treated as a parking violation punishable in accordance with Chapter 1, Article II of the Village of Tarrytown Code.

Section C: Supersession of other laws.

1. All laws, ordinances, rules and regulations of the Village are modified and superseded by this article with respect to their application to parking and enforcement.

Section D: Severability

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

Section E: Effective Date

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



TOWN of GREENBURGH

OFFICE OF THE SUPERVISOR

177 Hillside Avenue Greenburgh, New York 10607
(914) 989-1540 *Office* (914) 993-1541 *Fax* (914) 478-1219 *Home*
Web Site www.greenburghny.com
E-Mail - pfeiner@greenburghny.com

PAUL J. FEINER
Supervisor

RECEIVED

JAN 26 2016

January 21, 2016

TARRYTOWN VILLAGE
ADMINISTRATOR

To: Westchester Supervisors and Mayors

Enclosed, please find a copy of a letter I sent to our state lawmakers and organizations representing local governments. I believe that we should push for a referendum in 2016 to create a local infrastructure bond act to provide every town, village and city in NYS with additional funding for road repaving, bridge and building repairs.

It would be great if you would endorse this initiative. If you do, please send me a copy of letters you send to your representatives in Albany.

Sincerely,

Paul J. Feiner
Town Supervisor

PJF:ca
Encl



TOWN of GREENBURGH

OFFICE OF THE SUPERVISOR

177 Hillside Avenue Greenburgh, New York 10607
(914) 989-1540 Office (914) 993-1541 Fax (914) 478-1219 Home
Web Site www.greenburghny.com
E-Mail - pfeiner@greenburghny.com

PAUL J. FEINER
Supervisor

January 21, 2016

Bill Mulrow
Secretary to the Governor
The Capitol
Albany, NY 12224

RE: A PROPOSAL TO PLACE ON NOVEMBER 2016 BALLOT A REFERENDUM –
ESTABLISHING A LOCAL INFRASTRUCTURE BOND ACT TO PROVIDE EVERY
TOWN, VILLAGE AND CITY IN NEW YORK STATE WITH ADDITIONAL FUNDING
FOR ROAD REPAVING, BRIDGE AND BUILDING REPAIRS. DOLLARS SHOULD BE
ALLOCATED BASED ON POPULATION OR SQUARE MILES IN EACH LOCALITY

Dear Bill,

I applaud Gov. Andrew Cuomo for his ambitious goals, as articulated in the recent State of the State message. However, I am concerned because the proposed New York State budget neglects to provide adequate help to local governments around the state for small but necessary infrastructure improvements. The governor indicated that he would be pushing the Legislature to help upstate New York. Downstate also is in need of financial help.

Every locality in the state is being asked to comply with the 2% tax-levy cap, which limits the size of tax increases. The result: roads in every town, village and city in New York State are a mess. Many local officials are cutting back on road repaving, bridge and building repairs to the future so that the taxes can stay under the tax cap. What's needed? The Governor and members of the Legislature should place on the November ballot a local infrastructure bond act. If approved by the voters, the state should provide every local government in New York with financial help for road repaving, bridge and municipal-building repairs. The funds should be given to every locality and should either be based on the population of each locality or the square miles in each community.

The big projects that the governor is pushing for are important. But it isn't good news when our local infrastructure is neglected. It will cost more in the future to address years of neglected crumbling, local infrastructure.

Sincerely,

Paul J. Feiner
Town Supervisor

BE IT RESOLVED that the Board of Trustees of the Village of Tarrytown does hereby amend the Code of the Village, Chapter 291 entitled “Vehicles and Traffic”, Section 77. Schedule XII: Parking Prohibited at All Times, relating to parking on Meadow Street.

Material to be deleted appears in parenthesis [], material to be added is in **bold typeface**.

§ 291-77. Schedule XII: Parking Prohibited at All Times.

Name of Street	Side	Location
Meadow Street	East	From White Plains Road [to Millbrook Avenue] for a distance of 110 feet

Susan Crucy Burkhardt
47 Miller Avenue
Tarrytown, NY 10591
susanburkhardt@optonline.net
914-329-3610

August 31, 2015

Chief Scott Brown
Tarrytown Police Department
One Depot Plaza
Tarrytown, NY 10591

Dear Chief Brown:

I write to request an additional Stop Sign be placed at the intersection of Glenn Street and Miller Avenue. This Stop Sign would make the intersection a three-way stop and force traffic to stop in all directions. Additionally, I request that crosswalks be designated and painted at the intersections of (1) Riverview Ave and Glenn Street and (2) Miller Avenue and Glenn Street.

Over the past few years, the volume of traffic through the Miller Park section of Tarrytown has increased dramatically with the housing developments on the river and the increased number of parking spaces at the train station. Drivers speed through our neighborhood creating a very unsafe environment for our residents. We need to put measures in place to slow them down and I believe this Stop Sign will help.

Our neighborhood also needs additional crosswalks. With school about to start, and more students walking to school because of busing distances, we need to ensure their safety. As well, commuters walking to the train station and residents walking to downtown need to be safe too. Clearly designated walkways in the busy intersections mentioned above I believe would help greatly.

Your attention to this request is appreciated. If I need to do any further please advise.

Very truly yours,

Susan Crucy Burkhardt

**NEW YORK STATE
COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT**

Project No. 1540WC-PF201-15

AGREEMENT, made effective as of the 30th day of December, 2015, between the Housing Trust Fund Corporation (HTFC), represented by the Office of Community Renewal (collectively the "Corporation"), with offices at 38-40 State Street, Hampton Plaza, 4th Floor, Albany, New York, 12207, and Village of Tarrytown ("Recipient"), a unit of general local government, with offices at , New York, 10591.

WHEREAS, pursuant to Title I of the Housing and Community Development Act of 1974, as amended ("Act"), the Corporation is authorized to administer and distribute Community Development Block Grant ("CDBG") funds to units of general local government in non-entitlement areas located in the State of New York ("State"); and

WHEREAS, the Recipient has applied to the Corporation for CDBG funds to finance the community development activities ("Project") described in the Recipient's Program Year 2015 Grant application ("Application"); and

WHEREAS, the Corporation has selected the Recipient to receive an award in the maximum amount of up to \$203,400.00 ("Grant Funds").

NOW, THEREFORE, the parties agree that the Grant Funds will be administered in accordance with the following terms and conditions:

1. **Contents of Agreement.** The following documents are incorporated by reference into this Agreement as if fully set out herein: a) the Recipient's approved Application and accompanying submissions, as modified by the terms of this Agreement or any subsequent amendment approved by the Corporation; b) the Corporation's CDBG Grant Administration Manual and its Program Guidelines (as now in effect and as may be revised from time to time); c) applicable Federal and State law and regulations, as may be amended, including, but not limited to, Department of Housing and Urban Development ("HUD") regulations found at 24 CFR Part 570; d) Schedule A, "Special Conditions", and Schedule B, "Awarded Budget and Projected Accomplishments", attached hereto and Schedule C, "Environmental Review and Release of Funds Requirements, attached hereto.
2. **Recipient Performance.** a) The Recipient agrees to utilize Grant Funds only to implement the activities described in, and in accordance with the terms of: (i) the

Recipient's application, as amended by the Special Conditions attached as Schedule A; (ii) this Agreement; and (iii) all applicable State and Federal laws and regulations. This provision shall survive the termination or expiration of this Agreement. b) The period of performance for all activities (with the exception of those activities required for the close out and final audit) assisted pursuant to this Agreement shall commence on the effective date of this Agreement and shall end **December 29, 2017**.

3. **Grant Funds.** a) The amount of Grant Funds that the Corporation has agreed to provide the Recipient under this Agreement is expressly conditioned upon the Corporation's receipt of CDBG funds from HUD pursuant to the Act. b) The Grant Funds to be disbursed hereunder shall not exceed the amount first set forth in this Agreement, and any additional funds required to complete the Project will be the sole responsibility of the Recipient. c) The Grant Funds are based upon the cost estimates provided by the Recipient in its Application. The Corporation reserves the right to reduce the Grant Funds: (i) to conform to any revision to which the parties may agree with respect to the Recipient's Application; or (ii) if the actual costs for the approved activities are less than those budgeted for in the Recipient's Application.
4. **Disbursement of Grant Funds.** a) The Recipient is authorized to request Grant Funds only in accordance with the provisions of this Agreement and the procedures established by the Corporation. No payment by the Corporation of an improper or unauthorized request shall constitute a waiver of the Corporation's right to: (i) challenge the validity of such payment; (ii) enforce all rights and remedies set forth in this Agreement; or (iii) take corrective or remedial administrative action including, without limitation, suspension or termination of the Recipient's funding under this Agreement. b) The Recipient shall certify with each request for Grant Funds that: (i) all statements and representations previously made regarding this Agreement are correct and complete; and (ii) the funds do not duplicate reimbursement of costs and services from any other source. c) The use of Grant Funds is conditioned upon the Recipient incurring costs permitted under the terms of this Agreement or as otherwise approved by the Corporation in writing. The Recipient shall not incur costs to be charged against Grant Funds until all Environmental Conditions of 24 CFR Part 58 have been fully satisfied and the Corporation has issued the environmental clearance required thereunder, unless the activity is exempt under section 58.34 or falls under a categorical exclusion listed in section 58.35(b).
5. **Use of Grant Funds to Make Loans.** If the Recipient utilizes Grant Funds to make loans and this Agreement is terminated, or if there is a finding by the Corporation of deficient performance or inadequate management capacity by the Recipient, the Corporation shall have the right to require that all payments due under the loan be

paid directly to the Corporation, and the Corporation shall be entitled to all rights and remedies under any loan documents between the Recipient and the borrower. The following language must be inserted into every Promissory Note that evidences a loan of Grant Funds by the Recipient:

"The Lender, in consideration of the Community Development Block Grant ("CDBG") awarded to it by the Housing Trust Fund Corporation ("HTFC"), assigns all of its rights and remedies under this Promissory Note to HTFC. In the event (i) the CDBG Agreement entered into between the Lender and HTFC is terminated for any reason, or (ii) HTFC, in its sole and absolute discretion, finds deficient performance or inadequate management capacity on the part of the Lender, HTFC shall have the right to notify the Debtor under this Promissory Note to make payment directly to HTFC, and to enforce any and all obligations of the Debtor under this Promissory Note or any other loan instrument executed in connection herewith. Until such time as HTFC elects to exercise such rights by mailing to Lender and Debtor written notice thereof, Lender is authorized to collect payments and enforce all rights under this Promissory Note."

6. **Subcontracts.** The Recipient shall: a) require any participating subrecipient, contractor, subcontractor, or agent ("Third Party") to comply with all applicable Federal, State and Local laws and regulations; b) adopt and perform such review and inspection procedures as are necessary to ensure compliance by a Third Party with all applicable Federal, State and Local laws and regulations; c) require any Third Party to indemnify the Corporation and the Recipient against any and all claims arising out of the Third Party's performance of work; d) remain fully obligated under this Agreement notwithstanding its designation of a Third Party to undertake all or any portion of the Project.
7. **Program Income.** The definition of "program income" and accompanying regulations regarding its usage are found at 24 CFR 570.489(e). Program income generated as a result of Program Year 2000, or later, grant supported activities must be segregated from income derived from activities funded with CDBG funds awarded by HUD prior to Program Year 2000.
8. **Records.** The Recipient shall keep and maintain complete and accurate books, records and other documents as shall be required under applicable Federal and State rules and regulations, including, but not limited to, the Corporation's Grant Administration Manual, and as may be requested by the Corporation to reflect and fully disclose all transactions relating to the receipt and expenditure of Grant Funds

and administration of the Project. All such books, records and other documents shall be available for inspection, copying and audit at all reasonable times by any duly authorized representative of the State or Federal government.

9. **Reports.** The Recipient, at such times and in such form as the Corporation may require, shall furnish the Corporation with such periodic reports as it may request pertaining to the Project, the costs and obligations incurred in connection therewith, and any other matters covered by this Agreement.
10. **Performance Review.** The Corporation will conduct periodic reviews in such manner and at such times as it shall determine for the purpose, among other things, of ascertaining the quality and quantity of the Recipient's activities, as well as their conformity to the provisions of this Agreement, and the financial integrity and efficiency of the Recipient.
11. **Notice of Investigation or Default.** The Recipient shall notify the Corporation within five (5) calendar days after obtaining knowledge of: a) the commencement of any investigation or audit of its activities by any governmental agency; or b) the alleged default by the Recipient under any mortgage, deed of trust, security agreement, Loan agreement or credit instrument executed in connection with the Project.
12. **Default.** a) If an Event of Default as defined below shall occur, all obligations on the part of the Corporation to make any further payment of Grant Funds shall, if the Corporation so elects, terminate and the Corporation may, in its discretion, exercise any of the remedies set forth herein; provided, however, that the Corporation may make any payments after the happening of an Event of Default without thereby waiving the right to exercise such remedies, and without becoming liable to make any further payment. b) The following shall constitute an Event of Default hereunder: (i) if the Recipient fails, in the opinion of the Corporation, to comply with or perform any provision, condition or covenant contained in this Agreement, any applicable State or Federal law or regulation, or the program policies and procedures established by the Corporation; (ii) if at any time any presentation or warranty made by the Recipient shall be incorrect or materially misleading; (iii) if a lien for the performance of work or the furnishing of labor or materials is filed against the Program or any improvement financed thereunder and remains unsatisfied, undischarged or unbonded at the time of any request for disbursement or for a period of twenty (20) days after the date of filing of such lien; (iv) if the Recipient shall fail to comply with any of the terms of any mortgage, deed of trust, security agreement, loan agreement, credit agreement or other instrument executed in favor of any other party; (v) if the

Recipient has failed to commence the Project in a timely fashion or has failed to complete the Project on or before the Completion Date. c) Upon the happening of an Event of Default, the Corporation may, in its discretion, exercise any one or more of the following remedies, either concurrently or consecutively, and the pursuit of any one of such remedies shall not preclude the Corporation from pursuing any other remedies contained herein or otherwise provided at law or in equity: (i) terminate this Agreement, provided that the Recipient is given at least thirty (30) days prior written notice; (ii) commence a legal or equitable action to enforce performance of this Agreement; (iii) withhold or suspend payment of Grant Funds; (iv) exercise any corrective or remedial action, to include, but not be limited to, advising the Recipient to suspend, discontinue or refrain from incurring costs for any activities in question or requiring the Recipient to reimburse the Corporation for the amount of Grant Funds expended or used in an unauthorized manner or for an unauthorized purpose. d) In the event this Agreement is terminated by the Corporation for any reason, or upon the closeout of the Project, unless the Recipient obtains the prior written consent of the Corporation to the contrary, all unspent Grant Funds held by the Recipient shall immediately be turned over to the Corporation, and the Corporation shall have no further liability or obligation under this Agreement; provided, however, that nothing herein is intended to relieve the Corporation of its obligation to pay for services properly performed by the Recipient prior to such termination. Notwithstanding any such termination or closeout, the Recipient shall remain liable to the Corporation for any unspent Grant Funds, the expenditure or use of the Grant Funds in a manner or for a purpose not authorized by this Agreement, or damages as a result of any breach of this Agreement by the Recipient. The Corporation shall have the right, at any time prior or subsequent to any such termination or closeout, to pursue any and all available remedies, including seeking injunctive or other equitable relief, to enforce the provisions of this Agreement and to recover Grant Funds which are unspent, expended or used in an unauthorized manner or for an unauthorized purpose.

13. **Indemnification.** To the fullest extent permitted by law, the Recipient shall defend, indemnify and hold harmless the Corporation and its agents and employees from and against any and all claims, actions, damages, losses, expenses and costs of every nature and kind, including reasonable attorneys' fees, incurred by or asserted or imposed against the Corporation, as a result of or in connection with the Project. All money expended by the Corporation as a result of such claims, actions, damages, losses, expenses and costs, together with interest at a rate not to exceed the maximum interest rate permitted by law, shall be immediately and without notice due and payable by the Recipient to the Corporation.
14. **Non-Liability.** Nothing contained in this Agreement or elsewhere shall impose any

liability or duty whatsoever on the State, the Corporation, or any agency or subdivision of the foregoing except as otherwise expressly stated in this Agreement.

15. **Statute of Limitations.** No action shall lie or be maintained against the State or the Corporation upon any claim based upon or arising out of this Agreement or the work performed hereunder or anything done in connection therewith, unless such action shall be commenced within one (1) year from the termination or expiration of this Agreement or six (6) months from the accrual of the cause of action, whichever is earlier.
16. **Service of Process.** In addition to the methods of service allowed by the State's Civil Practice Law & Rules, the Recipient hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon the Recipient's actual receipt of process or upon the Corporation's receipt of its return by the United States Postal Service marked "refused" or "undeliverable". The Recipient must promptly notify the Corporation, in writing, of each and every change of address to which service of process can be made. Service by the Corporation to the last known address shall be deemed sufficient. The Recipient shall have thirty (30) calendar days after service is complete in which to respond.
17. **Notices.** All notices, requests, approvals and consents of any kind made pursuant to this Agreement shall be in writing and shall be deemed to be effective as of the date it is sent by certified mail, return receipt requested. Such written communications shall be mailed to the respective party's address first set out herein or at such other address as may be provided in writing, except that notice of such change of address shall be deemed to have been given the date it is received.
18. **Severability.** Should any part, term, or provision of this Agreement be decided by a court of competent jurisdiction to be invalid, unenforceable, illegal, or in conflict with any law, the validity, legality, and enforceability of the remaining portions shall not be affected or impaired.
19. **Nonwaiver.** The Corporation's failure to insist upon the strict performance of any provision of this Agreement, or to exercise any right based upon a breach thereof or the acceptance of any performance during such breach, will not constitute a waiver of any of its rights under this Agreement.
20. **Assignment.** No right, benefit or advantage inuring to the Recipient, and no obligation imposed on the Recipient, under this Agreement may be assigned without

the prior written approval of the Corporation.

21. **Successors**. This Agreement shall be binding upon the successors in office of the respective parties.
22. **Assurance of Authority**. The Recipient hereby assures and certifies that: a) The Recipient is duly organized and validly existing under the laws of the State, and has all the requisite power and authority to enter into this Agreement and to assume the responsibilities for compliance with all Federal and State laws and regulations. b) A resolution, motion, order or ordinance has been duly adopted, passed or enacted as an official act of the Recipient's governing body, authorizing the execution and delivery of this Agreement by the Recipient and authorizing and directing the person executing this Agreement to do so for and on behalf of the Recipient, said acts being done in such manner and form as to comply with all applicable laws to make this Agreement the valid and legally binding act and agreement of the Recipient. c) There is no action, proceeding, or investigation now pending, nor any basis therefore, known or believed by the Recipient to exist, which (i) questions the validity of this Agreement, or any action taken or to be taken under it, or (ii) is likely to result in any material adverse changes in the authorities, properties, assets, liabilities, or conditions (financial or otherwise) of the Recipient which would materially and substantially impair the Recipient's ability to perform any of the obligations imposed upon the Recipient by this Agreement. d) The representations, statements, and other matters contained in the Recipient's Application were true and complete in all material respects as of the date of filing. The Recipient is aware of no event that would require any amendment to the Application that would make such representations, statements, and other matters true and complete in all material respects and not misleading in any material respect. The Recipient is aware of no event or other fact that should have been, and has not been, reported in the Application. e) Insofar as the capacity of the Recipient to carry out any obligation under this Agreement is concerned, (i) the Recipient is not in material violation of its Charter, or any mortgage, indenture, agreement, instrument, judgment, decree, order, statute, rule or regulation and (ii) the execution and performance of this Agreement will not result in any such violation.
23. **Photography Release**. Recipient shall require any Third Party to execute a photography release (an example of which is available in the OCR Grant Administration Manual) or a release in substantially similar form thereof.
24. **Expenditure of Funds**. Recipient shall submit the first request for funds to the OCR within 270 days of the date of the grant award.

25. **Project Completion.** Recipient shall submit Final Annual Performance Report and report all accomplishments within six (6) months of the final request for funds or within six (6) months of the termination date of this agreement, whichever occurs first.
26. **Entire Agreement.** This Agreement, including the attached schedules, constitutes the entire agreement between the parties and supersedes all prior oral and written agreements with respect to this Grant. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State.

(Remainder of this page has been intentionally left blank.)

IN WITNESS WHEREOF, this Agreement has been executed by a duly authorized representative of the parties.

Housing Trust Fund Corporation

By: _____
Name: Christian M. Leo
Title: Vice President

Village of Tarrytown

By: _____
Name: Drew Fixell
Title: Mayor

This contract has been approved by the Corporation's Counsel as to form and its Treasurer as to fiscal sufficiency.

SCHEDULE A
SPECIAL CONDITIONS

Schedule B

2015 Awarded Budget & Projected Accomplishments

Project Number: 1540WC-PF201-15

Community	C/T/V	County	Type	Awarded Amount
Tarrytown	Village	Westchester	Public Facilities	\$203,400

Award Budget:

Funding Source	Amount
CDBG	\$203,400
Local	\$67,800
Projected Totaling Funding:	\$271,200

Activity Budget Detail:

Activity(ies)	Projected Use	Amount
Village of Tarrytown Senior Center Impro	Senior Center	\$203,400
		<u>\$203,400</u>

Projected Accomplishments:

1540WCPF20115-C Village of Tarrytown Senior Center Improvements

Persons

Elderly

297

Source Key:

AHC - Affordable Housing Corp, RESTORE - Residential Emergency Services to Offer Repair to Elderly, ARC - Appalachian Regional Commission Area Development Program, ANCCP - Adirondack North Country Community Enhancement Program, DASNY - Dormitory Authority of the State of New York, EDA - US Economic Development Administration, EFC CW - Environmental Facilities Corp. ; Clean Water Act SRF, EFC DW - Environmental Facilities Corp. ; Safe Drinking Water Act SRF, FHLB - Federal Housing Loan Bank, IDA - Industrial Development Agency, LDC - Local Development Corp., NCA - Norty Country Alliance, NYBDC - New York State Business Development Corp., NYSCA - New York State Council of the Arts, , NYSERDA - New York State Energy Research and Development Authority, NYS OCFS - NYS Office of Children and Family Services, NYS OTDA - NYS Office of temporary and Disability Assistance, NYS Strategic Invest Fund, RUS - USDA Rural Development, Rural Utilities Service, Water and Wastewater Disposal Loan and Grant Program, SBTIF - Small Business Technology Investment Fund, US HHS - Department of Health and Human Services (federal)

SCHEDULE C

This project is subject to environmental review under the National Environmental Policy Act (NEPA) and the State Environmental Quality Review Act (SEQRA). An Environmental Review Record (ERR) and a Request for Release must be approved by the Office of Community Renewal (OCR) prior to incurring any project costs.

Exempt costs that are directly associated with the completion of the ERR and obtaining approval for release of funds and incurred prior to the release of funds will be eligible for reimbursement. **However, Recipients of funds for these activities at their own risk.**

For any activities that are other than exempt, any costs incurred prior to the release of funds will not be reimbursed. **Recipients that incur costs for activities other than exempt prior to the approval of a concurrence letter do so at their own risk.**

Carefully review all Environmental Review requirements, which can be found in Chapter 2 of the OCR Manual. This includes, but is not limited to:

1. Designate a Certifying Officer and Environmental Responsibility Certification.
2. Establish the Environmental Review Record
 - a. Program activities
 - b. Program classification
 - c. Regulatory compliance documentation
 - d. Environmental assessment and determination (when applicable)
 - e. Public notices (when applicable)
3. Determine NEPA
 - a. Exempt
 - b. Categorically Excluded (a) and/or (b)
4. Compliance with Related Laws at 24 CFR 58.5, 24 CFR 58.6 and HUD Environmental Procedures
5. Determine SEQRA
 - a. Type I
 - b. Type II
 - c. Unlisted
6. SHPO compliance
7. Documentation that all environmental permitting has been addressed, for example, Army Corps of Engineers, Department of Environmental Conservation, etc.
8. Documentation of compliance with floodplain management
9. Environmental Impact Statement (if applicable)
10. Documentation of publication of NOI/ROF or combined FONSI/NOIRROF (when applicable)

January 31, 2016

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

Re: Environmental Review (SEQR) for amendments to OB and MU District Zoning and related comprehensive plan amendments

Dear Mike,

I am pleased to submit this proposal to the Village of Tarrytown to prepare the environmental review documents required under SEQR for the adoption of proposed zoning amendments to the OB and MU districts and related amendments to the Village's Comprehensive Plan. The scope of this work will include the following elements:

1. Preparation of a Full Environmental Assessment Form (EAF), Parts 1, 2 and 3, for proposed zoning amendments
2. Preparation of a Short Environmental Assessment Form (EAF), Parts 1 & 2, for proposed amendments to the Village's Comprehensive Plan
3. Three work sessions with the Planning Board and/or Trustees to review draft EAFs
4. Presentation of proposed zoning changes, comprehensive plan amendments and associated environmental impacts to the Board of Trustees at a two public hearing(s)
5. Preparation of final zoning and comprehensive plan amendments for adoption by the Village Board of Trustees.

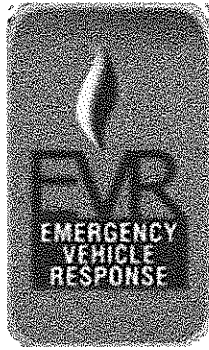
This project work will be billed on a time and expense basis, not to exceed \$7,500, at my current public billing rate of \$135/hour.

Thank you for the opportunity to present this proposal. I would be very happy to discuss it further with you and can be reached at 917-836-6250.

Sincerely,



Melissa Kaplan-Macey, AICP
Principal



January 21, 2016

***Mr. Michael Blau, Village Administrator
Village of Tarrytown
One Depot Plaza
Tarrytown, New York 10591***

Re: Revised Proposal for Apparatus Specifications

Dear Mr. Blau:

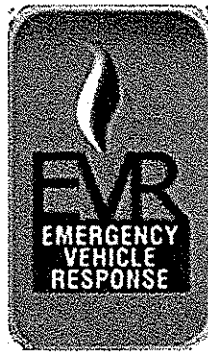
In accordance with our recent conference call with respect to the ongoing efforts of Emergency Vehicle Response to work with the Tarrytown Fire Department engine specifications please find our revised proposal, which would supersede the original dated March 25, 2014 for engineering services to assist the Village of Tarrytown and the Tarrytown Fire Department with the preparation of bid specifications and review of bid proposals for the proposed new engine apparatus.

Our proposal outlines the scope of services and a firm cost to provide all of the required work and travel expenses to your location for the duration of the project. Should you have any questions with this material please feel free to contact me at any time.

Once again, thank you for the opportunity to offer our services to work with the Village of Tarrytown on this important project for the fire department.

Very Respectfully,

Michael Wilbur



Proposal for the Village of Tarrytown, New York

Fire Apparatus Specification Development and Bid Review

- 1.0 Emergency Vehicle Response (EVR) will produce a set of bid specifications for the Tarrytown Fire Department based up the design concepts of the specifications dated 10.23.15 that were previously submitted and reviewed with comments. The intent of these specifications will be to provide competitive bidding for this new apparatus.***
- 2.0 EVR makes no representation nor guarantee that multiple bids will be received for this project as the current apparatus committee has met with a single bidder.***
- 3.0 Upon completion of the new specifications which shall include requirements to bidders, technical specifications and warranty requirements EVR will conduct one (1) meeting with the apparatus committee and village officials at a date and time to be convenient to all parties.***
- 4.0 Upon receipt of the bid proposals by the Village copies of all pertinent bid documents including bid response, blueprints, required technical documentation and certification of components shall be supplied to Emergency Vehicle Response. This material will be reviewed for compliance with the published specifications with a written report submitted to the Village and Fire Department outlining the findings of this analysis. Emergency Vehicle Response will be available during this period for any required conference calls to obtain the necessary information and to assist the fire department, apparatus committee and responsible Village officials through the bidding process.***
- 5.0 After review of the bid proposals EVR will conduct one (1) meeting with Village officials, Fire Department officers and apparatus committee members to discuss in person the results of the bid analysis and comments covering this project. This meeting shall be conducted in the Village at a time and place mutually convenient to all parties.***
- 6.0 The time required to develop, open and competitive specifications for submission to the Village shall be four to six weeks from the date of acceptance of this proposal.***
- 7.0 Should this proposal not be in accordance with the wishes of the Village of Tarrytown the original scope of services dated March 25, 2014 shall remain in effect.***

8.0 Engineering Costs:

Following are the costs for engineering services to perform the evaluation in accordance with sections 1.0 through 6.0:

Twelve thousand five hundred dollars (\$12,500.00)

Payable upon receipt of the review of the bid proposals.

This proposal is acceptable to the Village of Tarrytown in witness thereof. The Village of Tarrytown and Emergency Vehicle Response execute this agreement in accordance with the attached terms.

Village of Tarrytown

Date:

Emergency Vehicle Response

Date:

9.0 Should any additional meetings be required by the Village of Tarrytown, Fire Department or apparatus committee these shall be invoiced at a rate of \$900.00 per session, with prior written approval by both parties.

Mike Blau

From: Carol Booth
Sent: Wednesday, February 03, 2016 12:13 PM
To: Mike Blau
Subject: FW: NAMI Westchester
Attachments: Brochure.pdf; Ribbon Campaign Info Flyer.docx

Did Tarrytown do this in the past? Is this something the Board would have to approve?

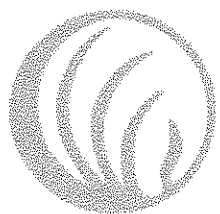
From: Sharon McCarthy [mailto:sharonm@namiwestchester.org]
Sent: Wednesday, February 03, 2016 12:02 PM
To: Carol Booth
Subject: NAMI Westchester

Attached is a description of the Ribbon Campaign that Christina Bauso spoke to you about. In addition, I have attached our organization's brochure.

We have been doing this campaign for about 3 years and a lot of towns/villages have joined us. The ribbons are place on "main street" as indicated by the town board. The ribbons will go up on or before May 1 and come down soon after May 31st. As I stated you can advise us as to exactly where in town you will allow the ribbons to go up.

Please do hesitate to contact us if you need more information.

Sharon McCarthy
Program Director
NAMI Westchester
100 Clearbrook Road
Elmsford, NY 10523
914-592-5458
www.namiwestchester.org



nami

Westch

National Alliance on Mental Illness



National Alliance on Mental Illness

NAMI Westchester

JOIN US IN HONORING MENTAL HEALTH AWARENESS MONTH



Every May NAMI Westchester displays the above ribbon throughout the county to bring community awareness to mental health. We are a self-help and support organization dedicated to improving the lives of people, and their families, living with mental health problems through support, education and advocacy.

NAMI Westchester is a grassroots organization dedicated to improving the quality of life of all individuals and families whose lives are affected by mental illness. The Ribbon Campaign was initiated in 2013 with over 12 town/villages participating. We hope this anti-stigma campaign will bring the topic of mental health to the forefront and facilitate an open and honest dialogue.

We hope you will join us in honoring this awareness campaign by allowing ribbons to be placed on "Main Street" in your town/village. On or about May volunteers will tie ribbons on trees or poles (as designated by town officials). We also hope you will allow one or two ribbons to be placed outside Town Hall.

FOR MORE INFORMATION: Contact NAMI Westchester

914-592-5458

www.namiwestchester.org

COMMUNITY OUTREACH



IOOV unmarks mental illness, using speaker stories to illustrate the individual realities of living with a mental illness. You, the audience, gain a better understanding of what it is like to live with mental illness and stay in recovery. This program can change attitudes, preconceived notions and stereotypes regarding mental illness. It is a 60-90 minute presentation led by two trained speakers living in recovery.

PRESENTATIONS

NAMI Westchester will provide speakers to help educate the community on mental health and the journey so many families face when dealing with mental illness. To arrange a presentation, call our office at 914-592-5458.

RIBBON CAMPAIGN



May is Mental Health Awareness month. During the month of May, ribbons are on display throughout the county to bring awareness to mental illness and where to find help.

SPEAKER SERIES

This event is held once a month. We invite speakers to discuss relevant mental health topics. For more information on the monthly speaker event, please visit our website at www.namiwestchester.org and go to Events/Speaker Series.



NAMI Westchester sponsors a 5K walk every Spring to raise funds and awareness to end the stigma of mental illness. For more information, visit www.namiwalks.org/westchester.

SCHOOL & COLLEGE OUTREACH

NAMI Westchester is committed to educating Westchester's teachers, parents and students about mental health through a variety of presentations. We also provide support and information to local colleges and university counseling centers.



Ending the Silence is a 50-minute presentation given to middle and high school students. Students learn about mental illness from a family member and an individual living in recovery. Presentations also include a video, handouts and discussion.



Parents and Teachers as Allies is a 90-minute program that helps school principals, teachers and staff better understand mental illness in children and adolescents.

PTAA provides information on how to link families to local resources and services. School professionals leave presentations with a better understanding of the early warning signs of mental illness, the lived experience of parents raising a child with a mental illness and the individual experience of living with a mental illness from a personal shared view.



National Alliance on Mental Illness of Westchester, Inc.

A self-help and support organization dedicated to improving the lives of people and their families living with mental illness through support, education and advocacy.

100 CLEARBROOK ROAD

ELMSFORD, NY 10523

914-592-5458

info@namiwestchester.org

www.namiwestchester.org

NAMI Westchester is a 501(c)(3) organization.



OUR MISSION

NAMI Westchester is one of more than 1,200 local affiliates of the National Alliance on Mental Illness. We are a grassroots organization dedicated to improving the quality of life for all individuals and families whose lives are affected by mental illness. NAMI advocates for access to services, treatment, support and research and is steadfast in its commitment to raise awareness and build a community of hope for all those in need. We offer the kind of understanding and care that only those who have lived the experience of mental illness can provide.

OUR VISION

Is to create a culture where open disclosure of a mental illness does not have negative consequences in the community, the schools and in the workplace. We continue to seek better treatment for mental illnesses and to eliminate the stigma associated with them. Our programs are a primary source of assistance to people of all cultural and economic backgrounds.

FUNDING

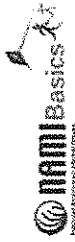
We do not charge any fee for any of our programs and services. We rely on our membership, contributions, fundraisers, and grants for financial support.

Following is a description of our programs and services, for more information or to register, please contact our offices at 914-592-5458 or visit our website at www.namiwestchester.org.



www.facebook.com/NAMIWestchester.org

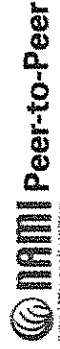
EDUCATION PROGRAMS



NAMI Basics is a program for parents and caregivers of children and adolescents living with mental illness. It covers the fundamentals of caring for yourself, your family and child. The class meets for six 2.5-hour sessions. It is taught by trained teachers who have also taken the course. The program gives critical information and strategies related to caregiving.



Family to Family is a 12-week, 2.5 hours, course for family and caregivers of individuals living with a mental illness. The class is taught by trained family members. It provides critical information and strategies related to caregiving. The class incorporates presentations, discussions, problem solving and communication skills. In 2013, the program was designated an Evidence Based Practice by SAMHSA.



Peer-to-Peer is a 10-week program taught by 2 trained individuals in recovery. It provides information on brain biology, symptoms, and relapse prevention. In addition, skills will be taught on how to interact with health providers and family as well as techniques for reducing stress. The course provides a confidential place to learn from shared experiences in an environment of sincere, uncritical acceptance.

PLEASE NOTE

No specific medication or medical therapy is endorsed or recommended during any of the above programs.

SUPPORT SERVICES



NAMI Connection is a Peer Recovery Support Group for people living with a mental illness. The groups are facilitated by trained individuals who are living in recovery. Individuals are able to share experiences, coping skills, resources and hope. NAMI Westchester has several groups that meet throughout the county every month.



NAMI Westchester provides a network of support groups for families & friends of individuals suffering from a mental illness. NAMI Westchester support groups include a spousal group, adult sibling group and parents & caregivers of young adults and adolescents. Groups meet once a month and are peer run by trained facilitators.

HELPLINE

NAMI Westchester operates a help line during operating hours that provides resource information and support. The number is 914-592-5458. In addition, we provide resource information on our website at www.namiwestchester.org.

FIND HELP...FIND HOPE