

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

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Board of Trustees Concerns

Open Session

1. IMA – Westchester County – RIC System (Repository for Integrated Criminalistic Information)
2. Website Announcements
3. Andre Brook Pedestrian Bicycle Bridge
4. Fire Department Membership Change
5. Building Department Schedule
6. Green Street Parking Lot Request for Proposals
7. Bid – 2015-04 Swap Loader Lift Gate
8. Resolution – Workers Compensation Alliance Plan
9. Parking
10. Dredging Permit
11. Expansion of Train Station Study Boundary
12. Sidewalk Project Altamont Avenue
13. Successor Lease Elizabeth Mascia Child Care Center
14. LED Lighting
15. Elections – per Mayor Fixell
16. Solarize Westchester
17. Bid for Sinkhole Repair, RiverWalk Park
18. Business Parking Permits
19. Additional Environmental Services – Eastview Pump Station

Executive Session

- 1A. Personnel
- 2A. DPW Laborer Position
- 3A. Management Employees
- 4A. Appointment Summer Day Camp Director

## APPENDIX A

### *Sample Board Resolution*

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(Resolution approving membership in the Alliance)

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WHEREAS there has been proposed a "NEW YORK STATE MUNICIPAL WORKERS' COMPENSATION ALLIANCE PLAN DOCUMENT" pursuant to Section 50 3-a of the Workers' Compensation Law (hereinafter "the Plan"); and

WHEREAS the *(Municipality)* is eligible for membership in the Plan; and

WHEREAS the *(Municipality)* has made an independent investigation of the Plan and reviewed the Plan document, and has concluded that it would be in the interests of the *(Municipality)* to participate therein; now, therefore, be it

RESOLVED that the *(Municipality)* enter into membership in the Plan pursuant to Section 50 Subdivision 3-a of the Workers' Compensation Law; and be it further

RESOLVED, that *(Signature Authority)* be and hereby is authorized and instructed to execute the Plan's charter document on behalf of the *(Municipality)*; and be it further

RESOLVED, that the custody of all joint Plan moneys by the Plan Administrator under the Plan be and the same hereby is approved.

A MOTION was made by *(Name)* and seconded by *(Name)* to adopt the above resolution by the *(Governing Board)* of the *(Municipality)* at its *(Date)* meeting

***\*Member Seal***

\_\_\_\_\_ (signature)

\_\_\_\_\_ (name/title)

\_\_\_\_\_ (date)

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

TO: Mayor Fixell and the Board of Trustees  
FROM: Michael Blau, Village Administrator  
RE: Dredging Permit  
DATE: June 3, 2015

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A number of months ago, the Board authorized me to move forward to obtaining a dredging permit to dredge the area where the fireboat is docked. Tappan Zee Constructors agreed to dredge the area but the Village was obligated to obtain the necessary permits. The permit from the NYS Department of Environmental Conservation has been issued and did not require any signature on the application or permit. The permit just received from the U.S. Army Corps of Engineers requires a signature from the appropriate official from the Village and proof that the official has the authority to sign the permit. Thus, it will be necessary for the Board to authorize the execution of the permit.



DEPARTMENT OF THE ARMY  
NEW YORK DISTRICT, CORPS OF ENGINEERS  
JACOB K. JAVITS FEDERAL BUILDING  
26 FEDERAL PLAZA  
NEW YORK, NEW YORK 10278-0090

MAY 28 2015

Regulatory Branch

SUBJECT: Permit Application Number NAN-2013-01453-WOM  
by Village of Tarrytown

Village of Tarrytown  
C/o Mr. Michael S. Blau  
One Depot Plaza  
Tarrytown, New York 10591

RECEIVED

JUN 1 2015

TARRYTOWN VILLAGE  
ADMINISTRATOR

Dear Mr. Blau:

Enclosed are two unsigned copies of the Department of the Army authorization for your work. If you agree to all statements and conditions included in the draft permit, have both copies signed by the commissioner or other officer authorized to sign for your agency and return both copies to this office. The copies are to be accompanied by a copy of the section of the law, code or regulation showing the authority of the officer signing them. This supporting documentation must be certified by the custodian of such records, under the seal of the agency, or notarized, to be true copies.

Upon receipt of the two signed copies and the supporting documentation, one copy of the authorization will be signed at this office and returned to you. No work may begin until you receive your signed permit.

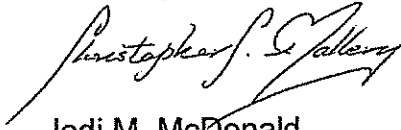
This letter contains an initial proffered permit for your activity. If you object to this permit decision because of certain terms and conditions therein, you may request that the permit be modified accordingly under Corps regulations at 33 CFR 331. Enclosed you will find a combined Notification of Appeal Process (NAP) and Request for Appeal (RFA) form. If you object to this permit decision you must submit a completed RFA form to the New York District Office at:

Jodi M. McDonald  
Chief, Regulatory Branch  
New York District Corps of Engineers  
26 Federal Plaza, Room 1937  
New York, New York 10278-0090

In order for an RFA to be accepted by the Corps, the Corps must determine that it is complete, that it meets the criteria for appeal under 33 CFR Part 331.5, and that it has been received by the District Office within 60 days of the date of the NAP. Should you decide to submit an RFA form, it must be received at the above address by JUL 28 2015. It is not necessary to submit an RFA form to the District Office if you do not object to the permit decision in this letter.

If any questions should arise concerning this matter, please contact Melanie O'Meara, of my staff, at (917) 790-8417.

Sincerely,

A handwritten signature in cursive script, appearing to read "Christopher J. E. Kelly".

Jodi M. McDonald  
Chief, Regulatory Branch

A handwritten signature in cursive script, appearing to read "for Jodi M. McDonald".

Enclosures

# DEPARTMENT OF THE ARMY PERMIT

Permittee: Village of Tarrytown  
One Depot Plaza  
Tarrytown, New York 10591  
(914) 631-1885

Permit Number: NAN-2013-01453

Permit Date:

Issuing Office: US Army Corps of Engineers, New York District

**NOTE:** The term "you" and its derivatives, as used in this permit, means the permittee or any future transferee. The term "this office" refers to the appropriate district or division office of the Corps of Engineers having jurisdiction over the permitted activity or the appropriate official of that office acting under the authority of the commanding officer. You are authorized to perform work in accordance with the terms and conditions specified below.

Project Description:

The regulated activities entail dredging approximately 7,500 cubic yards of sediment from an irregular-shaped area measuring 46,500 square feet, to a depth of 10 feet below the plane of mean low water (as well as a 2-foot allowable over-dredge). The dredging would be accomplished from a water-borne vessel using a clamshell bucket, environmental bucket, or cutter/suction dredge. All dredged material would be placed into a sealed scow or hopper barge and decanted for a minimum of 24 hours; then, the supernatant water would be pumped back within the marina walls. The dredged material would be disposed of at an off-site state-approved upland facility. No stockpiling of the dredged material prior to transfer to the disposal facility would occur, nor would reuse of any dredged material. Turbidity curtains, extending from the water surface to the bottom of the work area, would be installed during the proposed work to minimize release of sediment and other debris outside the work area.

All work shall be performed in accordance with the attached dated permit drawings; Special Conditions (A) thru (H) listed below; the attached New York State Department of Environmental Conservation issued Section 401 of the Clean Water Act Water Quality Certificate Number 3-5526-00377/00004 dated March 24, 2015, including any future amendments; the attached New York State Department of Environmental Conservation issued Article 15, Title 5 Excavation & Fill in Navigable Waters Permit Number 3-5526-00377/00002 dated March 24, 2015, including any future amendments; and the New York Department of State Coastal Zone Management Concurrence dated January 2, 2015, including any future amendments; all of which are hereby made part of this permit.

Project Location: IN: Hudson River

AT: Village of Tarrytown, Westchester County, New York

**PERMITTEE: Village of Tarrytown**  
**PERMIT NUMBER: NAN-2013-01453**

**Permit Conditions:**

**General Conditions:**

1. Time limit for completing the regulated work authorized herein ends on \_\_\_\_\_. If you find that you need more time to complete the authorized activity, submit your request for a time extension to this office for consideration at least two (2) months before the above date is reached.
2. You must maintain the activity authorized by this permit in good condition and in conformance with the terms and conditions of this permit. You are not relieved of this requirement if you abandon the permitted activity, although you may make a good faith transfer to a third party in compliance with General Condition 4 below. Should you wish to cease to maintain the authorized activity or should you desire to abandon it without a good faith transfer, you must obtain a modification of this permit from this office, which may require restoration of the area.
3. If you discover any previously unknown historic or archeological remains while accomplishing the activity authorized by this permit, you must immediately notify this office of what you have found. We will initiate the Federal, state and Tribal coordination required to determine if the remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.
4. If you sell the property associated with this permit, you must obtain the signature of the new owner in the space provided and forward a copy of the permit to this office to validate the transfer of this authorization.
5. If a conditioned Section 401 of the Clean Water Act water quality certification has been issued for your project, you must comply with the conditions specified in the certification as special conditions to this permit. For your convenience, a copy of the certification is attached if it contains such conditions.
6. The permittee shall allow representatives from this office to inspect the authorized activities at any time deemed necessary; and shall promptly provide any required written reports, to ensure that authorized activities are being or have been accomplished in accordance with the terms and conditions of this permit.

**Special Conditions:**

(A) The permittee understands and agrees that, if future operations by the United States require the removal, relocation, or other alteration, of the structure or work herein authorized, or if, in the opinion of the Secretary of the Army or his authorized representative, said structure or work shall cause unreasonable obstruction to the free navigation of the navigable waters, the permittee will be required, upon due notice from the Corps of Engineers, to remove, relocate, or alter the structural work or obstructions caused thereby, without expense to the United States. No claim shall be made against the United States on account of any such

**PERMITTEE: Village of Tarrytown**  
**PERMIT NUMBER: NAN-2013-01453**

removal or alteration.

(B) The permittee shall submit to this office the dates of commencement and completion of the herein authorized activities on the attached forms.

(C) The permittee shall respond to all reasonable requests for information from the New York District Corps of Engineers, and provide necessary field support during field investigations and permit compliance inspections. Any representative of the Corps of Engineers shall be granted authorization to access the site for the purpose of site inspections.

(D) The permittee shall maintain a copy of this permit on all water-borne vessels engaged in dredging activities.

(E) The permittee must dispose of all dredged material in an off-site upland disposal location. The permittee must obtain state approval of the off-site upland disposal location and submit documentation of the approval to the Corps of Engineers prior to disposal of any dredged material.

(F) The permittee shall not conduct in-water work between November 15<sup>th</sup> and July 31<sup>st</sup>.

(G) The permittee shall implement Best Management Practices to ensure turbidity is minimized in the water.

(H) The permittee shall comply with all conditions and stipulations contained in the state permit authorizations issued by the New York State Department of Environmental Conservation issued on March 24, 2015 (Permit numbers 3-5526-00377/00002 and 3-5526-00377/00004).

**Further Information:**

1. Congressional Authorities: You have been authorized to undertake the activity described above pursuant to:

(X) Section 10 of the Rivers and Harbors Act of 1899 (33 U.S. Code 403).

(X) Section 404 of the Clean Water Act (33 U.S. Code 1344).

( ) Section 103 of the Marine Protection, Research and Sanctuaries Act of 1972 (33 U.S.C. 1413).

2. Limits of this authorization:

a. This permit does not obviate the need to obtain other Federal, state, or local authorizations required by law.

b. This permit does not grant any property rights or exclusive privileges.

c. This permit does not authorize any injury to the property or rights of others.

d. This permit does not authorize interference with any existing or proposed Federal project.

3. Limits of Federal Liability: in issuing this permit, the Federal Government does not assume any liability for the following:



PERMITTEE: Village of Tarrytown  
PERMIT NUMBER: NAN-2013-01453

- a. Damages to the permitted project or uses thereof as a result of other permitted or unpermitted activities or from natural causes.
- b. Damages to the permitted project or uses thereof as a result of current or future activities undertaken by or on behalf of the United States in the public interest.
- c. Damages to persons, property, or to other permitted or unpermitted activities or structures caused by the activity authorized by this permit.
- d. Design or construction deficiencies associated with the permitted work.
- e. Damage claims associated with any future modification, suspension, or revocation of this permit.

4. **Reliance on Applicant's Data:** The determination of this office that issuance of this permit is not contrary to the public interest was made in reliance on the information you provided.

5. **Reevaluation of Permit Decision:** This office may reevaluate its decision on this permit at any time the circumstances warrant. Circumstances that could require a reevaluation include, but are not limited to, the following:

- a. You fail to comply with the terms and conditions of this permit.
- b. The information provided by you in support of your permit application proves to have been false, incomplete, or inaccurate (See 4 above).
- c. Significant new information surfaces which this office did not consider in reaching the original public interest decision.

Such a reevaluation may result in a determination that it is appropriate to use the suspension, modification, and revocation procedures contained in 33 CFR 325.7 or enforcement procedures such as those contained in 33 CFR 326.4 and 326.5. The referenced enforcement procedures provide for the issuance of an administrative order requiring you to comply with the terms and conditions of your permit and for the initiation of legal action where appropriate. You will be required to pay for any corrective measures ordered by this office, and if you fail to comply with such directive, this office may in certain situations (such as those specified in 33 CFR 209.170) accomplish the corrective measures by contract or otherwise and bill you for the cost.

6. **Extensions:** General Condition 1 establishes a time limit for the completion of the activity authorized by this permit. Unless there are circumstances requiring either a prompt completion of the authorized activity or a reevaluation of the public interest decision, the Corps will normally give favorable consideration to a request for an extension of this time limit.

Your signature below, as permittee, indicates that you accept and agree to comply with the terms and conditions of this permit.

\_\_\_\_\_  
VILLAGE OF TARRYTOWN  
(PERMITTEE)

\_\_\_\_\_  
(DATE)

PERMITTEE: Village of Tarrytown  
PERMIT NUMBER: NAN-2013-01453

This permit becomes effective when the Federal official, designated to act for the Secretary of the Army, has signed below.

\_\_\_\_\_  
(DISTRICT ENGINEER)

\_\_\_\_\_  
(DATE)

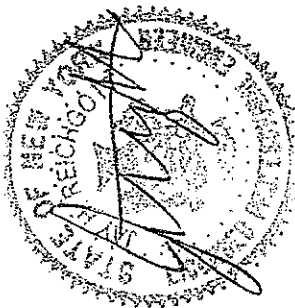
Paul E. Owen  
Colonel, US Army  
Commander

When the structures or work authorized by this permit are still in existence at the time the property is transferred, the terms and conditions of this permit will continue to be binding on the new owner(s) of the property. To validate the transfer of this permit and the associated liabilities associated with compliance with its terms and conditions, have the transferee sign and date below. A copy of the permit signed by the transferee should be sent to this office.

\_\_\_\_\_  
(TRANSFEREE)

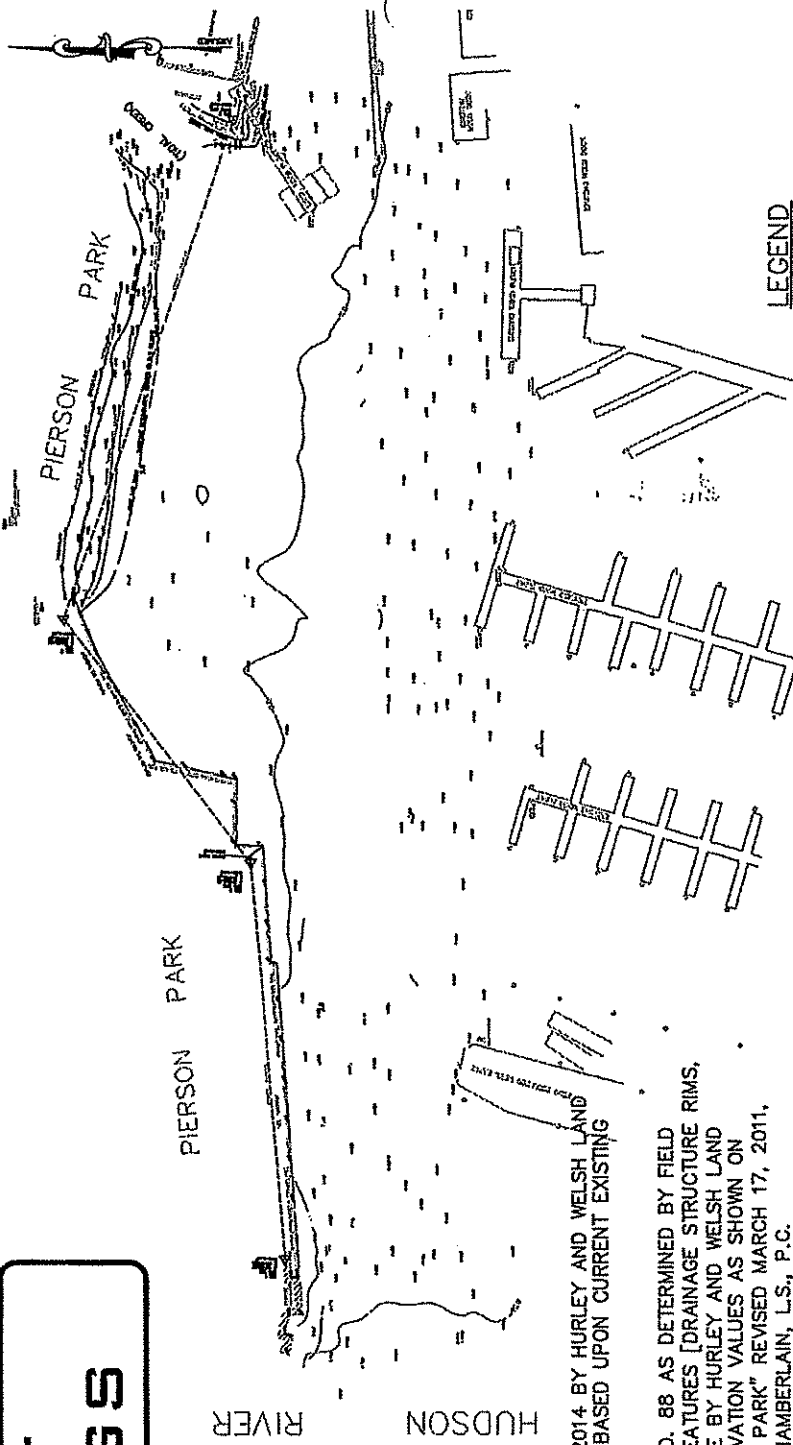
\_\_\_\_\_  
(DATE)

# PERMIT DRAWINGS



## GENERAL NOTES

1. SURVEY WAS PERFORMED JUNE - JULY, 2014 BY HURLEY AND WELSH LAND SURVEYING & ENGINEERING, PLLC, AND ARE BASED UPON CURRENT EXISTING CONDITIONS.
2. ALL ELEVATIONS SHOWN REFER TO N.A.V.D. 88 AS DETERMINED BY FIELD SURVEY MEASUREMENTS OF EXISTING SITE FEATURES [DRAINAGE STRUCTURE RIMS, SPOT ELEVATIONS ON PAVEMENT, ETC.] MADE BY HURLEY AND WELSH LAND SURVEYING & ENGINEERING, PLLC USING ELEVATION VALUES AS SHOWN ON PROVIDED "TOPOGRAPHIC SURVEY... PIERSON PARK" REVISED MARCH 17, 2011, SCALE 1" = 40', PREPARED BY SCOTT T. CHAMBERLAIN, L.S., P.C.
3. ALL ELEVATIONS SHOWN - BOTH ABOVE TIDE AND BELOW TIDE LEVEL - ARE IN THE SAME DATUM.
4. LINES SHOWN DELINEATING MEAN HIGH WATER [+1.76 FT.] AND MEAN LOW WATER [-1.47 FT.] ARE BASED UPON TIDAL DATUM BENCH MARK REFERENCES AS DETERMINED FROM NOAA TIDAL STATION "HAVERSTRAW", NATIONAL OCEAN SURVEY STATION NO. 851-8924.
5. UNAUTHORIZED ALTERATION OR ADDITION TO THIS SURVEY IS A VIOLATION OF SECTION 7209, SUBDIVISION 2, OF THE NEW YORK STATE EDUCATION LAW. COPIES OF THIS SURVEY MAP NOT BEARING THE LAND SURVEYOR'S INKED OR EMBOSSED SEAL SHALL NOT BE CONSIDERED TO BE A VALID COPY.



## LEGEND

- MEAN HIGH WATER [ELEV. +1.76 FEET]
- MEAN LOW WATER [ELEV. -1.47 FEET]
- 10'- MAJOR CONTOUR
- 5'- MINOR CONTOUR
- ==== RETAINING WALL/BULKHEAD
- o o WOOD PILES
- △ SURVEY CONTROL STATION
- x 5.15 SPOT ELEVATION [ELEVATION GROUND]
- x -2.15 SOUNDING [ELEVATION OF BOTTOM]

## EXISTING CONDITIONS PLAN

SCALE: N.T.S.

**REICHGOTT ENGINEERING, LLC**  
98 POMONA ROAD  
SUFFERN, NEW YORK 10901  
845-354-1544  
WWW.REICHGOTT.COM

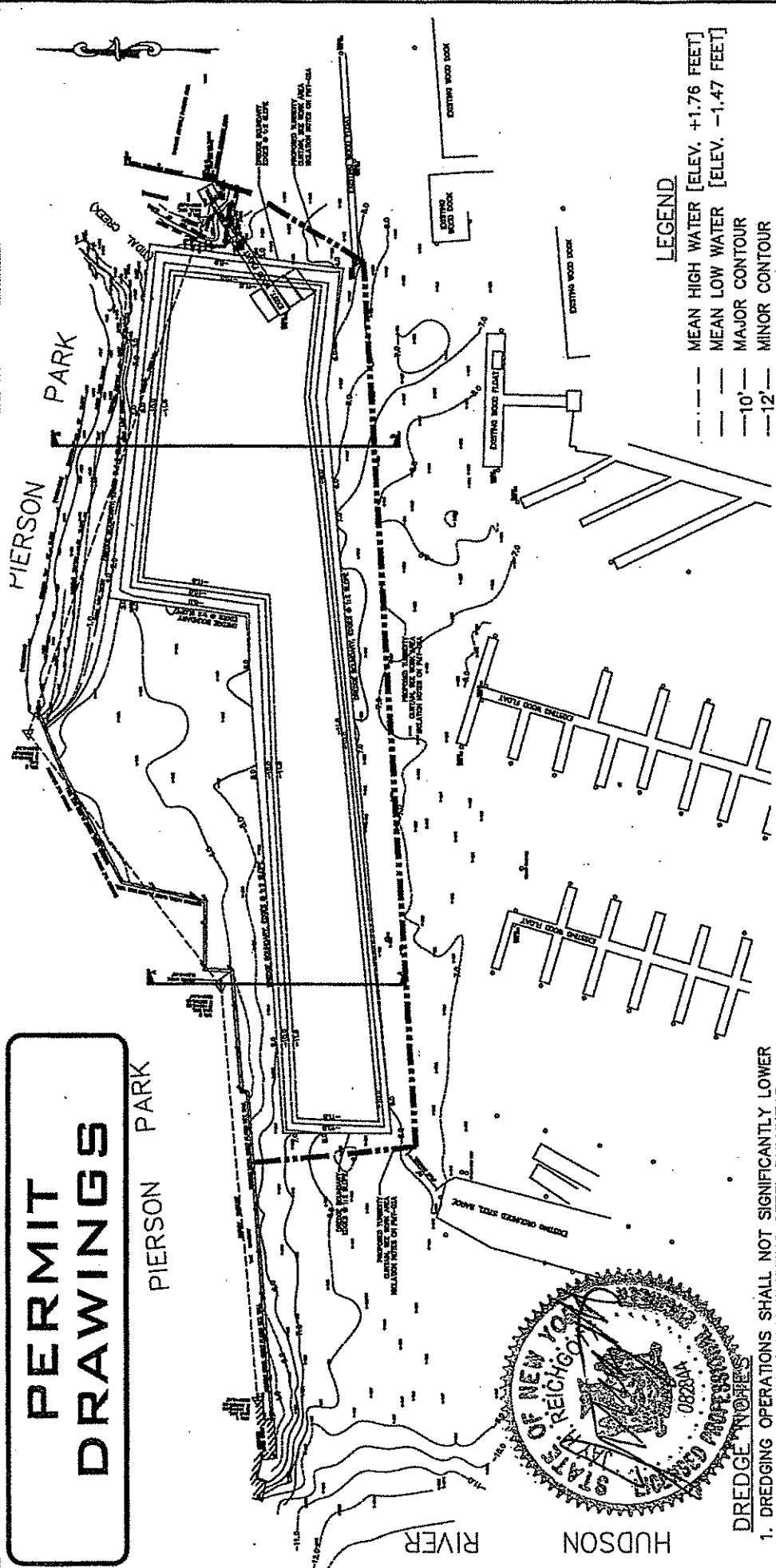
DRAFTING SERVICES PROVIDED BY:  
**RY DESIGN SERVICES, LLC**  
DRAFTING COLLABORATIVELY - WWW.RYDS-LLC.COM

PERMIT SET - NOT FOR CONSTRUCTION			
TARRYTOWN, NEW YORK			
TARRYTOWN DREDGE PERMIT			
TARRYTOWN DREDGE EXISTING CONDITIONS			
SIZE	APPROVED	DWG NO.	REV
A	JHR	PMT-01	
0	ISSUED FOR ARMY CORP OF ENG. SUBMITTAL	10/04/14	JHR
REV	REVISIONS	DATE	APPRD
DESIGN: JHR	DRAWN: RLY	CHECKED: JHR	DATE: 08/14/14
SCALE		NOT TO SCALE	SHEET 1 OF 2

PERMIT

DRAWINGS

PIERSON PARK



- DREDGE NOTES**
- DREDGING OPERATIONS SHALL NOT SIGNIFICANTLY LOWER THE MUDLINE ALONG THE EXISTING STEEL BULKHEAD.
  - DREDGE DESIGN PARAMETERS ARE AS FOLLOWS:  
DREDGE AREA: 46,500 SF  
DREDGE VOLUME:  
DESIGN DREDGING PROFILE ---- 5,575 CY  
OVERDREDGE ALLOWANCE (2') - 1,925 CY  
MAXIMUM PROPOSED ----- 7,500 CY

- LEGEND**
- MEAN HIGH WATER [ELEV. +1.76 FEET]
  - MEAN LOW WATER [ELEV. -1.47 FEET]
  - 10'--- MAJOR CONTOUR
  - 12'--- MINOR CONTOUR
  - ===== RETAINING WALL/BULKHEAD
  - o o WOOD PILES
  - △ SURVEY CONTROL STATION
  - x 5.15 SPOT ELEVATION [ELEVATION GROUND]
  - x -2.15 SOUNDING [ELEVATION OF BOTTOM]

PROPOSED WORK PLAN  
SCALE: N.T.S.

REICHGOTT ENGINEERING, LLC  
98 POMONA ROAD  
SUFFERN, NEW YORK 10901  
845-354-1544  
WWW.REICHGOTT.COM

DRAFTING SERVICES PROVIDED BY:  
**RY DESIGN SERVICES, LLC**  
DRAFTING COLLABORATIVELY - WWW.RYDS-LLC.COM

4	ADDED TURBIDITY CURTAIN	2/11/15	JHR	PERMIT SET - NOT FOR CONSTRUCTION	
3	REVISED DREDGE NOTES	1/22/15	JHR	TARRYTOWN, NEW YORK	
2	REVISED DREDGE DEPTH TO -11.5	1/8/2015	JHR	TARRYTOWN DREDGE PERMIT	
1	ADDED DREDGE CROSS SECTIONS	11/18/14	JHR	TARRYTOWN DREDGE PROPOSED WORK	
0	ISSUED FOR ARMY CORP OF ENG. SUBMITTAL	10/04/14	JHR	REV	
REV	REVISIONS	DATE	APPRVD	SIZE	APPROVED
				A	JHR
				DWG NO.	PMT-02
				SCALE	NOT TO SCALE
				SHEET	2 OF 5

**GENERAL NOTES**

1. THE CONTRACTOR IS SOLELY RESPONSIBLE FOR COMPLIANCE WITH TERMS AND CONDITIONS OF ALL PERMITS ISSUED BY ANY REGULATING AGENCY HAVING JURISDICTION OVER THE WORK OF THIS PROJECT. CONTRACTOR IS RESPONSIBLE FOR CONFORMING WITH ALL PERMIT REQUIREMENTS AND IS RESPONSIBLE FOR POSTING ALL NOTICES, PERMITS, AND MODIFICATIONS.
2. THE CONTRACTOR SHALL COMPLY WITH ALL APPLICABLE OSHA REGULATIONS AND SAFETY PROCEDURES TO ENSURE PERSONNEL HEALTH AND SAFETY. THE CONTRACTOR MUST MAINTAIN A SAFE AND CLEAN WORKING ENVIRONMENT AND SHALL ASSURE PROPER PERSONAL PROTECTIVE EQUIPMENT AT ALL TIMES. IN AREAS WHERE PEDESTRIAN AND/OR VEHICULAR TRAFFIC MAY BE AFFECTED BY THE WORK, THE CONTRACTOR SHALL CORDON OFF THE WORK AREA.
3. THE CONTRACTOR SHALL EXERCISE EXTREME CARE TO PREVENT DAMAGE TO EXISTING STRUCTURES BY OR AS A RESULT OF HIS OPERATIONS. ANY DAMAGE RESULTING FROM THE CONTRACTOR'S OPERATIONS SHALL BE REPAIRED AT NO ADDITIONAL COST TO THE OWNER.
4. ALL DEBRIS AS RESULT OF, OR IN THE IMMEDIATE VICINITY OF THE WORK SHALL BE RECOVERED AND PROPERLY DISPOSED OF BY THE CONTRACTOR.
5. CONTRACTOR'S STORAGE AREA: STAGING/LAYDOWN AREAS, AS APPROVED BY THE OWNER'S REPRESENTATIVE, SHALL BE RESTORED BY THE CONTRACTOR TO THE EXISTING CONDITION PRIOR TO THE CONTRACTOR'S DEMOBILIZATION FROM THE SITE.
6. CONTRACTOR WILL ENSURE THAT ALL PIPES, CATCH BASINS, MANHOLES, SHALES, ETC. WITHIN AND NEAR TO THE AREA OF WORK ARE KEPT FREE FROM MATERIAL THAT COULD HAMPER THE PERFORMANCE OF THE DRAINAGE SYSTEMS.

**WORK AREA ISOLATION**

1. THE CONTRACTOR SHALL EMPLOY ALL BEST PRACTICES, INCLUDING, BUT NOT LIMITED TO, TURBIDITY CURTAINS, TO ENSURE NO SEDIMENT OR OTHER DEBRIS LEAVES THE WORK AREA AND ENTERS INTO THE ADJACENT WATERWAY.
2. TURBIDITY CURTAINS SHALL EXTEND FROM THE WATER SURFACE TO THE BOTTOM OF THE WORK AREA AND SHALL BE SECURED AT THEIR ENDS TO ISOLATE THE DREDGING AREA.

3. IF REQUIRED TO ANCHOR TURBIDITY CURTAINS, TEMPORARY PILES MAY BE DRIVEN ON INSIDE OF CURTAIN LINE. PILES SHALL BE REMOVED AT COMPLETION OF WORK.
4. PRIOR TO THE START OF ANY FIELD WORK, THE CONTRACTOR SHALL SUBMIT A DREDGING PLAN, CONSISTING OF DRAWINGS AND NARRATIVE SUFFICIENT TO CLEARLY INDICATE THE MEANS AND METHODS BY WHICH THE PROJECT WILL BE PURSUED. AT A MINIMUM THIS PLAN WILL IDENTIFY:
  - a. MANUFACTURER'S INFORMATION FOR THE PROPOSED TURBIDITY CURTAIN AND OTHER SEDIMENTATION CONTROLS.
  - b. THE EQUIPMENT, INCLUDING ALL VESSELS, USED FOR DREDGING.
  - c. THE PROPOSED LOCATION OF THE TURBIDITY CURTAIN AND OTHER SEDIMENTATION CONTROLS AND OF THE DREDGE AND OTHER DREDGING EQUIPMENT, INCLUDING ORDER AND METHOD OF INSTALLATION AND REMOVAL.
  - d. THE METHOD OF DREDGING AND DECANTING OF SPOILS WITHOUT SEDIMENTS ENTERING THE WATERWAY.
5. SHOULD THE CONTRACTOR CHOOSE TO PERFORM THE WORK IN PHASES, THE DREDGING PLAN WILL CLEARLY INDICATE THE PHASING AND WILL IDENTIFY THE PROPOSED POSITIONS OF THE ALL EQUIPMENT TO BE USED IN EACH PHASE.

6. NO FIELD WORK SHALL BE STARTED UNTIL THE DREDGING PLAN HAS BEEN APPROVED BY THE VILLAGE OF TARRYTOWN. SHOULD AN ALTERNATE TURBIDITY CURTAIN LOCATION BE PREFERRED, THE PLAN SHALL BE SUBMITTED TO THE NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION, AND ANY OTHER AGENCY WITH JURISDICTION OVER THE PROJECT. IN THIS CASE, NO WORK SHALL BE STARTED UNTIL THE PLAN HAS BEEN APPROVED BY THE REVIEWING AGENCIES.

**DEPOSITION OF DREDGE SPOILS**

1. ALL DREDGE SPOILS SHALL BE DISPOSED OF AT AN APPROPRIATELY CERTIFIED UPLAND FACILITY
2. PRIOR TO THE START OF ANY FIELD WORK, THE CONTRACTOR SHALL SUBMIT A SPOILS DEPOSITION PLAN. AT A MINIMUM THIS PLAN WILL IDENTIFY:
  - a. THE NAME AND LOCATION OF THE RECEIVING FACILITY.
  - b. THE METHOD OF TRANSPORT AND TREATMENT OF THE SPOILS.
  - c. THE PROCEDURE FOR THE TRACKING AND VERIFICATION OF ALL SPOILS FROM DREDGE SITE TO FINAL DISPOSAL LOCATION.

**PERMIT DRAWINGS**



**REICHGOTT ENGINEERING, LLC**  
98 POMONA ROAD  
SUFFERN, NEW YORK 10901  
845-354-1544  
WWW.REICHGOTT.COM

**RY DESIGN SERVICES, LLC**  
DRAFTING SERVICES PROVIDED BY:  
DRAFTING COLLABORATIVELY - WWW.RYDS-LLC.COM

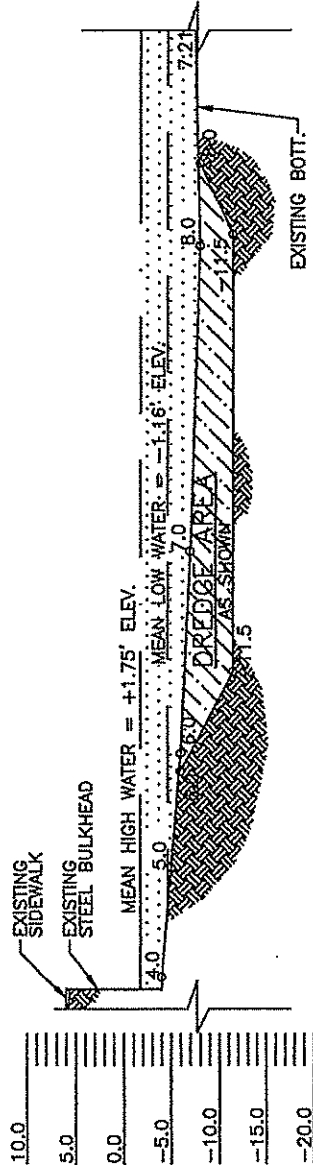
PERMIT SET - NOT FOR CONSTRUCTION			
TARRYTOWN, NEW YORK			
TARRYTOWN DREDGE PERMIT			
TARRYTOWN DREDGE DREDGE NOTES AND DATA			
SIZE	APPROVED	DWG NO.	REV
A	JHR	PMT-02A	
DESIGN: JHR	DRAWN: RLY	CHECKED: JHR	DATE: 08/14/14
SCALE		NOT TO SCALE	SHEET 2A OF 5



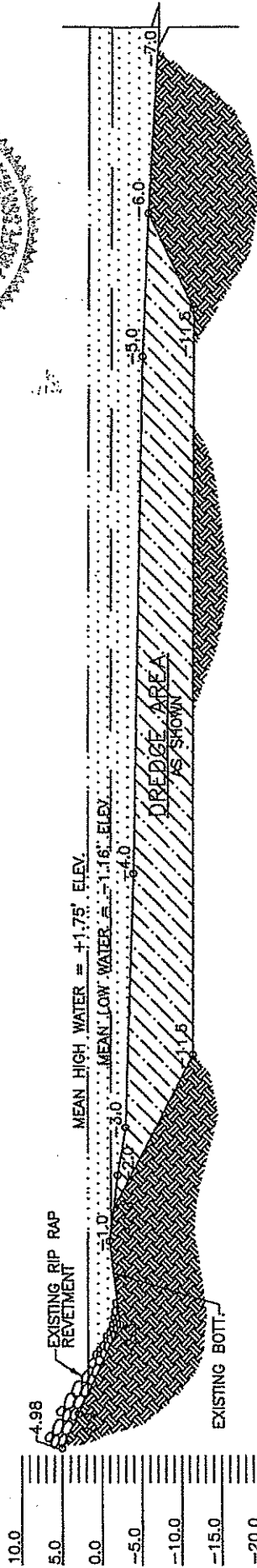
# PERMIT DRAWINGS

## GENERAL NOTES

1. DREDGING OPERATIONS SHALL NOT SIGNIFICANTLY LOWER THE MUDLINE ALONG THE EXISTING STEEL BULKHEAD.
2. ALL DREDGE BOUNDARIES SHALL BE ON A 2:1 SLOPE.



CROSS SECTION A-A  
SCALE: N.T.S.



CROSS SECTION B-B  
SCALE: N.T.S.

**REICHGOTT ENGINEERING, LLC**  
98 POMONA ROAD  
SUFFERN, NEW YORK 10901  
845-354-1544  
WWW.REICHGOTT.COM

DRAFTING SERVICES PROVIDED BY:  
**RY DESIGN SERVICES, LLC**  
DRAFTING COLLABORATIVELY - WWW.RYDS-LLC.COM

PERMIT SET - NOT FOR CONSTRUCTION				TARRYTOWN, NEW YORK			
				TARRYTOWN DREDGE PERMIT			
				TARRYTOWN DREDGE DREDGE CROSS SECTIONS			
REV	DATE	APPROV	APPRD	SIZE	APPROVED	DWG NO.	REV
1	1/8/2015	JHR	JHR	A	JHR	PMT-03	
0	11/18/14	JHR	JHR	A	JHR	PMT-03	
DESIGN: JHR	DRAWN: RLY	CHECKED: JHR	DATE: 08/14/14	SCALE: NOT TO SCALE	SHEET	3	OF 3



**PERMIT**  
**Under the Environmental Conservation Law (ECL)**

**Permittee and Facility Information**

**Permit Issued To:**  
VILLAGE OF TARRYTOWN  
1 DEPOT PLAZA

TARRYTOWN, NY 10591  
(914) 631-1885

**Facility:**  
VILLAGE FIRE BOAT DOCK  
GREEN ST|NORTH OF TARRYTOWN BOAT  
CLUB  
TARRYTOWN, NY 10591

**Facility Location:** in GREENBURGH in WESTCHESTER COUNTY

**Facility Principal Reference Point:** NYTM-E: 595      NYTM-N: 4547.7  
Latitude: 41°04'30.0" Longitude: 73°52'08.9"

**Authorized Activity:** This permit authorizes excavation in navigable waters of the Hudson River [NYS Water Index # H portion, Class SB] associated with the maintenance dredging of the berthing area around the emergency services dock. Approximately 7,500 cubic yards of sediment will be removed to reestablish a depth of minus 11.5 feet MLW, in accordance with plans referenced in Natural Resource Permit Condition No. 1.

THERE SHALL BE NO COMMENCEMENT OF DREDGING UNTIL THE PERMITTEE OBTAINS THE FOLLOWING:

- documentation of a disposal site for, or authorization for beneficial use of, the dredge material, AND
- the written confirmation from DEC of the use or disposal location, in accordance with Natural Resource Permit Condition #2 and Plan Sheet PMT-02.

**Permit Authorizations**

**Excavation & Fill in Navigable Waters - Under Article 15, Title 5**

Permit ID 3-5526-00377/00002

New Permit

Effective Date: 3/24/2015

Expiration Date: 12/31/2017

**Water Quality Certification - Under Section 401 - Clean Water Act**

Permit ID 3-5526-00377/00004

New Permit

Effective Date: 3/24/2015

Expiration Date: 12/31/2017

**NYSDEC Approval**

By acceptance of this permit, the permittee agrees that the permit is contingent upon strict compliance with the ECL, all applicable regulations, and all conditions included as part of this permit.





Permit Administrator: REBECCA S CRIST, Deputy Regional Permit Administrator  
Address: NYSDEC REGION 3 HEADQUARTERS  
21 SOUTH PUTT CORNERS RD  
NEW PALTZ, NY 12561 -1620

Authorized Signature: [Signature]

Date 05/24/2015

**Distribution List**

Heather Gierloff, NYSDEC Region 3 Bureau of Habitat  
Lee Reiff, NYSDEC Region 3 Bureau of Solid Waste  
US Army Corps of Engineers, New York District

**Permit Components**

NATURAL RESOURCE PERMIT CONDITIONS  
WATER QUALITY CERTIFICATION SPECIFIC CONDITION  
GENERAL CONDITIONS, APPLY TO ALL AUTHORIZED PERMITS  
NOTIFICATION OF OTHER PERMITTEE OBLIGATIONS

**Permit Attachments**

Permit Sign

**NATURAL RESOURCE PERMIT CONDITIONS - Apply to the Following  
Permits: EXCAVATION & FILL IN NAVIGABLE WATERS; WATER  
QUALITY CERTIFICATION**

1. **Conformance With Plans** All activities authorized by this permit must be in strict conformance with the approved plans submitted by the applicant or applicant's agent as part of the permit application. Such approved plans were prepared by Jay H. Reichgott PE, titled "Tarrytown Dredge Permit", Sheets PMT-01, dated 08/14/2014; PMT-02, last revised 02/11/2015; & PMT-03, last revised 01/08/2015.



**2. Prior Authorization of Disposal or Beneficial Use** Prior to commencement of dredging activities the permittee shall obtain one of the following:

- Written authorization from DEC for the disposal or beneficial use at an upland site(s) within New York State of all material to be dredged, or
- Documentation that the material to be dredged has been approved for disposal or use outside of New York State at a location specified by the U.S. Army Corps of Engineers or an authorized agency of another state.

Dredging shall not commence until the permittee receives written confirmation from the Village of Tarrytown, DEC, and any other agency with jurisdiction over the project of the beneficial use or disposal site(s).

**3. Notice of Dredging** The permittee shall submit a Notice of Commencement 48 hours prior to commencement of dredging to Heather Gierloff at [heather.gierloff@dec.ny.gov](mailto:heather.gierloff@dec.ny.gov). This notice shall include a copy of the documentation of disposal authorization per Natural Resource Condition # 2.

**4. Post Permit Sign** The permit sign enclosed with this permit shall be posted in a conspicuous location on the worksite and adequately protected from the weather.

**5. Install Erosion Controls Prior to Work** No dredge work shall be undertaken until all required turbidity control measures have been installed.

**6. Marina Dredging** Prior to commencement of dredging, the work area shall be isolated as specified on Plan Sheet PMT-02, referenced in Natural Resource Condition No. 1. Work isolation measures must remain in place for at least one hour after dredging ceases.

- If during dredging operations turbidity is produced outside of the isolated work area that causes substantial, visible contrast to the natural condition, the permittee shall immediately cease work. Corrective measures shall be implemented prior to resuming dredging.
- Dredging shall be done mechanically.
- Dredging shall be conducted so as to leave a uniform bottom elevation free of mounds and holes.
- There shall be a maximum of one foot overcut during dredging operations.

**7. Operations** Washing of the gunwales of the dredge scow shall be avoided except to the extent necessary to ensure the safety of workers.

- The bucket shall be lowered to the level of the barge gunwales prior to release of the load and the dredged material shall be placed deliberately and in a controlled manner.
- Dredged material shall not be side cast or returned to the water.
- Barge overflow is prohibited.
- All side slopes of the dredged channels shall have a minimum of 1:3 slope.

**8. Material Handling** Dredged material dewatered on site shall be placed a minimum of 100 feet from the water and contained with silt fence, hay bales, jersey barriers, or equivalent.

- Decant-water from dredged material dewatering shall be discharged inside the marina walls.
- Dredged material may be temporarily stored on site for a maximum of 18 months.
- If the dredged material is transported overland it shall be hauled in sealed water tight trucks.



**9. State May Order Removal or Alteration of Work** If future operations by the State of New York require an alteration in the position of the structure or work herein authorized, or if, in the opinion of the Department of Environmental Conservation it shall cause unreasonable obstruction to the free navigation of said waters or flood flows or endanger the health, safety or welfare of the people of the State, or cause loss or destruction of the natural resources of the State, the owner may be ordered by the Department to remove or alter the structural work, obstructions, or hazards caused thereby without expense to the State, and if, upon the expiration or revocation of this permit, the structure, fill, excavation, or other modification of the watercourse hereby authorized shall not be completed, the owners, shall, without expense to the State, and to such extent and in such time and manner as the Department of Environmental Conservation may require, remove all or any portion of the uncompleted structure or fill and restore to its former condition the navigable and flood capacity of the watercourse. No claim shall be made against the State of New York on account of any such removal or alteration.

**10. State May Require Site Restoration** If upon the expiration or revocation of this permit, the project hereby authorized has not been completed, the applicant shall, without expense to the State, and to such extent and in such time and manner as the Department of Environmental Conservation may lawfully require, remove all or any portion of the uncompleted structure or fill and restore the site to its former condition. No claim shall be made against the State of New York on account of any such removal or alteration.

**11. No Interference With Navigation** There shall be no unreasonable interference with navigation by the work herein authorized.

**12. Precautions Against Contamination of Waters** All necessary precautions shall be taken to preclude contamination of any wetland or waterway by suspended solids, sediments, fuels, solvents, lubricants, epoxy coatings, paints, concrete, leachate or any other environmentally deleterious materials associated with the project.

**13. State Not Liable for Damage** The State of New York shall in no case be liable for any damage or injury to the structure or work herein authorized which may be caused by or result from future operations undertaken by the State for the conservation or improvement of navigation, or for other purposes, and no claim or right to compensation shall accrue from any such damage.

#### **WATER QUALITY CERTIFICATION SPECIFIC CONDITIONS**

**1. Water Quality Certification** The NYS Department of Environmental Conservation hereby certifies that the subject project will not contravene effluent limitations or other limitations or standards under Sections 301, 302, 303, 306 and 307 of the Clean Water Act of 1977 (PL 95-217) provided that all of the conditions listed herein are met.



**GENERAL CONDITIONS - Apply to ALL Authorized Permits:**

**1. Facility Inspection by The Department** The permitted site or facility, including relevant records, is subject to inspection at reasonable hours and intervals by an authorized representative of the Department of Environmental Conservation (the Department) to determine whether the permittee is complying with this permit and the ECL. Such representative may order the work suspended pursuant to ECL 71-0301 and SAPA 401(3).

The permittee shall provide a person to accompany the Department's representative during an inspection to the permit area when requested by the Department.

A copy of this permit, including all referenced maps, drawings and special conditions, must be available for inspection by the Department at all times at the project site or facility. Failure to produce a copy of the permit upon request by a Department representative is a violation of this permit.

**2. Relationship of this Permit to Other Department Orders and Determinations** Unless expressly provided for by the Department, issuance of this permit does not modify, supersede or rescind any order or determination previously issued by the Department or any of the terms, conditions or requirements contained in such order or determination.

**3. Applications For Permit Renewals, Modifications or Transfers** The permittee must submit a separate written application to the Department for permit renewal, modification or transfer of this permit. Such application must include any forms or supplemental information the Department requires. Any renewal, modification or transfer granted by the Department must be in writing. Submission of applications for permit renewal, modification or transfer are to be submitted to:

Regional Permit Administrator  
NYSDEC REGION 3 HEADQUARTERS  
21 SOUTH PUTT CORNERS RD  
NEW PALTZ, NY 12561 -1620

**4. Submission of Renewal Application** The permittee must submit a renewal application at least 30 days before permit expiration for the following permit authorizations: Excavation & Fill in Navigable Waters, Water Quality Certification.

**5. Permit Modifications, Suspensions and Revocations by the Department** The Department reserves the right to exercise all available authority to modify, suspend or revoke this permit. The grounds for modification, suspension or revocation include:

- a. materially false or inaccurate statements in the permit application or supporting papers;
- b. failure by the permittee to comply with any terms or conditions of the permit;
- c. exceeding the scope of the project as described in the permit application;



- d. newly discovered material information or a material change in environmental conditions, relevant technology or applicable law or regulations since the issuance of the existing permit;
  - e. noncompliance with previously issued permit conditions, orders of the commissioner, any provisions of the Environmental Conservation Law or regulations of the Department related to the permitted activity.
6. **Permit Transfer** Permits are transferrable unless specifically prohibited by statute, regulation or another permit condition. Applications for permit transfer should be submitted prior to actual transfer of ownership.

### NOTIFICATION OF OTHER PERMITTEE OBLIGATIONS

**Item A: Permittee Accepts Legal Responsibility and Agrees to Indemnification**

The permittee, excepting state or federal agencies, expressly agrees to indemnify and hold harmless the Department of Environmental Conservation of the State of New York, its representatives, employees, and agents ("DEC") for all claims, suits, actions, and damages, to the extent attributable to the permittee's acts or omissions in connection with the permittee's undertaking of activities in connection with, or operation and maintenance of, the facility or facilities authorized by the permit whether in compliance or not in compliance with the terms and conditions of the permit. This indemnification does not extend to any claims, suits, actions, or damages to the extent attributable to DEC's own negligent or intentional acts or omissions, or to any claims, suits, or actions naming the DEC and arising under Article 78 of the New York Civil Practice Laws and Rules or any citizen suit or civil rights provision under federal or state laws.

**Item B: Permittee's Contractors to Comply with Permit**

The permittee is responsible for informing its independent contractors, employees, agents and assigns of their responsibility to comply with this permit, including all special conditions while acting as the permittee's agent with respect to the permitted activities, and such persons shall be subject to the same sanctions for violations of the Environmental Conservation Law as those prescribed for the permittee.

**Item C: Permittee Responsible for Obtaining Other Required Permits**

The permittee is responsible for obtaining any other permits, approvals, lands, easements and rights-of-way that may be required to carry out the activities that are authorized by this permit.

**Item D: No Right to Trespass or Interfere with Riparian Rights**

This permit does not convey to the permittee any right to trespass upon the lands or interfere with the riparian rights of others in order to perform the permitted work nor does it authorize the impairment of any rights, title, or interest in real or personal property held or vested in a person not a party to the permit.

**Item E: SEQR Type II Action** Under the State Environmental Quality Review Act (SEQR), this project has been determined to be a Type II Action and therefore is not subject to further procedures under this law.

RECEIVED

JUN 1 2015

TARRYTOWN VILLAGE  
ADMINISTRATOR

# MEMORANDUM

## DEPARTMENT of PUBLIC WORKS

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TO: Michael Blau, Village Administrator

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

DATE: May 26, 2015

RE: Bid 2015-003 Sidewalk, curb and Fence Replacement at Altamont Avenue

On May 14, 2015 at 11:00 a.m., Bid 2015-003 Sidewalk, Curb and Fence Replacement at Altamont Avenue was opened and read aloud.

The bid consisted of four items:

1. Removal of approximately 900 linear feet of asphalt curbing and replaced with concrete curbing.
2. Removal of approximately 5,000 square feet of asphalt sidewalk and replaced with concrete sidewalk.
3. Removal of three existing brick and mortar catch basins and replaced with precast concrete catch basins.
4. Removal of approximately 700 linear feet of existing 4 foot high chain link some of which currently has barbed wire strung across the top and replaced with approximately 700 linear feet of new four foot high chain link fence. The new fence is to be installed in the new sidewalk and not in the existing retaining wall.

There were three bids submitted in amounts ranging from a low of \$169,200 to a high of \$258,330. These bids were checked for errors by the consulting engineer as stated in his approval letter attached. Copies of the bid compilation sheets are also attached.

It is my recommendation that if this project is to move forward that this Bid be awarded to Peter Landi Inc. in the amount bid \$169,200. I am also recommending that an additional \$30,000 be set aside for any additional work that may be required outside of the original contract.



MEMO

To: Howard D. Wessells Jr.  
Village of Tarrytown,  
Superintendent of Public Works

May 18, 2015

From: Joseph L. Bierwirth, P.E.  
Commonweal Engineering

Re: Sidewalk, Curb and Fence Replacement at Altamont Avenue,  
Fairview Avenue to Neperan Road  
Contract No. 2015-003  
Bids received May 14, 2015 at 11:00 a.m.

I have reviewed the submitted Bids and found they are in order. Attached are copies of the Bid Sheets submitted and a Bid compilation sheet.

Three Bids were submitted. The two higher sum Bids received were 34% and 52% higher than the low Bid sum.

I recommend award of the work to the low bidder, Peter J. Landi, Inc., 13 Bradhurst Avenue, Hawthorne, NY 10532 in the amount of \$169,200.00.

A handwritten signature in black ink, appearing to read 'Joe Bierwirth'.

Joseph L. Bierwirth, P.E.

BID TABULATION SHEET  
SIDEWALK, CURB AND FENCE REPLACEMENT  
ALTAMONT AVENUE

Bidder	Bid Amount
Peter J. Landi, Inc.	\$169,200.00
Con-Tech Construction Technology, Inc.	\$227,560.00
Paladino Concrete Creations Corp.	\$258,330.00



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MAY 19 2015

TARRANT VILLAGE CREEK

VILLAGE OF TARRANT

SIDEWALK, CURB, AND FENCE REPLACEMENT AT ALTHAMONT AVENUE,  
FAIRVIEW AVENUE TO NEPERIAN ROAD  
CONTRACT NO. 2015-003

BID

WORK ITEMS	ESTIMATED QUANTITY	UNIT PRICE	AMOUNT
For Concrete Sidewalk, Complete	5,000 sf	Per square foot \$ 57.50 And .00 Cents	\$ 287,500.00
For Concrete Curb, Complete	900 lf	Per linear foot \$ 34.00 And .00 Cents	\$ 30,600.00
For 4' Chain Link Fence (w/Posts, Rails And all Accessories, Complete) Gates Excluded	700 lf	Per linear foot \$ 55.00 And .00 Cents	\$ 38,500.00
For 4' Chain Link Gate (3' to 4' Wide, w/All Accessories)	4 ea.	Per each \$ 80.00 And .00 Cents	\$ 320.00
For New Catch Basin, Complete	3 ea.	Per each \$ 45,000.00 And .00 Cents	\$ 135,000.00
For Mobilization, See Note On Contract Drawing	L.S.	Lump Sum \$ 2,000.00 And .00 Cents	\$ 2,000.00
Sub-total of above items			\$ 464,920.00
For Additional Select Fill or Washed 3" Stone	30 cy.	Per cubic yard \$ 5.00 And .00 Cents	\$ 1,500.00
For Addition Reinforcing Steel	200 lb.	Per pound \$ 1.00 And .00 Cents	\$ 200.00
For Additional Bituminous Concrete	10 tons	Per ton \$ 120.00 And .00 Cents	\$ 1,200.00
Total Bid Amount			\$ 467,820.00

Total Bid Amount in Words: Four Hundred Sixty Seven Thousand Eight Hundred Twenty Dollars and No Cents  
Two Hundred Eighty Seven Thousand Eight Hundred Twenty Dollars and No Cents  
\$ 467,820.00 Bring This Total to Page 43

200 TELL

VILLAGE OF TARRANT

B, AND FENCE REPLACEMENT AT ALTHAMONT AVENUE,  
FAIRVIEW AVENUE TO NEPERIAN ROAD  
CONTRACT NO. 2015-003

BID

WORK ITEMS	ESTIMATED QUANTITY	UNIT PRICE	AMOUNT
For Concrete Sidewalk, Complete	5,000 sf	Per square foot \$ 57.50 And .00 Cents	\$ 287,500.00
For Concrete Curb, Complete	900 lf	Per linear foot \$ 34.00 And .00 Cents	\$ 30,600.00
For 4' Chain Link Fence (w/Posts, Rails And all Accessories, Complete) Gates Excluded	700 lf	Per linear foot \$ 55.00 And .00 Cents	\$ 38,500.00
For 4' Chain Link Gate (3' to 4' Wide, w/All Accessories)	4 ea.	Per each \$ 80.00 And .00 Cents	\$ 320.00
For New Catch Basin, Complete	3 ea.	Per each \$ 45,000.00 And .00 Cents	\$ 135,000.00
For Mobilization, See Note On Contract Drawing	L.S.	Lump Sum \$ 2,000.00 And .00 Cents	\$ 2,000.00
Sub-total of above items			\$ 464,920.00
For Additional Select Fill or Washed 3" Stone	30 cy.	Per cubic yard \$ 5.00 And .00 Cents	\$ 1,500.00
For Addition Reinforcing Steel	200 lb.	Per pound \$ 1.00 And .00 Cents	\$ 200.00
For Additional Bituminous Concrete	10 tons	Per ton \$ 120.00 And .00 Cents	\$ 1,200.00
Total Bid Amount			\$ 467,820.00

Total Bid Amount in Words: Four Hundred Sixty Seven Thousand Eight Hundred Twenty Dollars and No Cents  
Two Hundred Eighty Seven Thousand Eight Hundred Twenty Dollars and No Cents  
\$ 467,820.00 Bring This Total to Page 43

200 TELL

VILLAGE OF TARRANT

A, AND FENCE REPLACEMENT AT ALTHAMONT AVENUE,  
UNVIEW AVENUE TO NEPERIAN ROAD  
CONTRACT NO. 2015-003

BID

WORK ITEMS	ESTIMATED QUANTITY	UNIT PRICE	AMOUNT
For Concrete Sidewalk, Complete	5,000 sf	Per square foot \$ 57.50 And .00 Cents	\$ 287,500.00
For Concrete Curb, Complete	900 lf	Per linear foot \$ 34.00 And .00 Cents	\$ 30,600.00
For 4' Chain Link Fence (w/Posts, Rails And all Accessories, Complete) Gates Excluded	700 lf	Per linear foot \$ 55.00 And .00 Cents	\$ 38,500.00
For 4' Chain Link Gate (3' to 4' Wide, w/All Accessories)	4 ea.	Per each \$ 80.00 And .00 Cents	\$ 320.00
For New Catch Basin, Complete	3 ea.	Per each \$ 45,000.00 And .00 Cents	\$ 135,000.00
For Mobilization, See Note On Contract Drawing	L.S.	Lump Sum \$ 2,000.00 And .00 Cents	\$ 2,000.00
Sub-total of above items			\$ 464,920.00
For Additional Select Fill or Washed 3" Stone	30 cy.	Per cubic yard \$ 5.00 And .00 Cents	\$ 1,500.00
For Addition Reinforcing Steel	200 lb.	Per pound \$ 1.00 And .00 Cents	\$ 200.00
For Additional Bituminous Concrete	10 tons	Per ton \$ 120.00 And .00 Cents	\$ 1,200.00
Total Bid Amount			\$ 467,820.00

Total Bid Amount in Words: Four Hundred Sixty Seven Thousand Eight Hundred Twenty Dollars and No Cents  
Two Hundred Eighty Seven Thousand Eight Hundred Twenty Dollars and No Cents  
\$ 467,820.00 Bring This Total to Page 43

RECEIVED

MAY 14 2015

TARRYTOWN VILLAGE CLERK

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VILLAGE OF TARRYTOWN

SIDEWALK, CURB, AND FENCE REPLACEMENT AT ALTAMONT AVENUE,  
FAIRVIEW AVENUE TO NEPERAN ROAD  
CONTRACT NO. 2015-003

BID

WORK ITEMS	ESTIMATED QUANTITY	UNIT PRICE	AMOUNT
For Concrete Sidewalk, Complete	5,000 sf	Per square foot \$ <u>eleven</u> .....Dollars And <u>84</u> .....Cents	\$ <u>57,500</u> <sup>00</sup>
For Concrete Curb, Complete	900 lf	Per linear foot \$ <u>34.00</u> .....Dollars And .....Cents	\$ <u>30,600</u> <sup>00</sup>
For 4' Chain Link Fence (w/Posts, Rails And all Accessories, Complete) Gates Excluded	700 lf	Per linear foot \$ <u>85.00</u> .....Dollars And .....Cents	\$ <u>59,500</u> <sup>00</sup>
For 4' Chain Link Gate (3' to 4' Wide, w/All Accessories)	4 ea.	Per each \$ <u>800</u> .....Dollars And .....Cents	\$ <u>3,200</u> <sup>00</sup>
For New Catch Basin, Complete	3 ea.	Per Each \$ <u>4,500</u> .....Dollars And .....Cents	\$ <u>13,500</u> <sup>00</sup>

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TARRYTOWN VILLAGE CLERK

For Mobilization, See Note  
On Contract Drawing

L.S.

Lump Sum  
\$ 2,000 .....Dollars  
And.....Cents

\$ 2,000

Sub-total of above items

\$ 166,300<sup>00</sup>

For Additional Select Fill or  
Washed ¾" Stone

30 cy.

Per cubic yard  
\$ 50 .....Dollars  
And.....Cents

\$ 1500<sup>00</sup>

For Addition Reinforcing Steel

200 lb.

Per pound  
\$ 1.00 .....Dollars  
And.....Cents

\$ 200

For Additional Bituminous Concrete

10 tons

Per ton  
\$ 120 .....Dollars  
And.....Cents

\$ 1200<sup>00</sup>

Total Bid Amount

\$ 169,200

Total Bid Amount in Words \$ One Hundred Sixty Nine Thousand .....Dollars And

Two Hundred Dollars and No Cents

\$ 169,200<sup>00</sup>

Bring This Total to Page 49

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TARRYTOWN VILLAGE CLERK

Enclosed is bid bond ☒ certified check ☐ bank check ☐ payable to the Village of Tarrytown, in the amount of Five Percent (5%) of the total amount bid, to be retained by the Village of Tarrytown as surety for performance on this bid if we are awarded same. No Federal or State taxes shall be included and an exemption certificate will be supplied if requested.

Date:

5/14/15

(Corporate Seal)

Peter J Landi Inc.

Firm Name

By:

Peter A Landi

Signature

Vice President Peter A Landi

Title

Vice President

Address

13 Bradhurst Ave  
Hawthorne NY 10532

Telephone Number

914-961 4444

PALADINO

VILLAGE OF TARRYTOWN

SIDEWALK, CURB, AND FENCE REPLACEMENT AT ALTAMONT AVENUE,  
FAIRVIEW AVENUE TO NEPERAN ROAD  
CONTRACT NO. 2015-003

BID

WORK ITEMS	ESTIMATED QUANTITY	UNIT PRICE	AMOUNT
For Concrete Sidewalk, Complete	5,000 sf	Per square foot \$.....17.....Dollars And.....50.....Cents	\$ 87,500.00
For Concrete Curb, Complete	900 lf	Per linear foot \$.....6.2.....Dollars And.....7.5.....Cents	\$ 56,475.00
For 4' Chain Link Fence (w/Posts, Rails And all Accessories, Complete) Gates Excluded	700 lf	Per linear foot \$.....9.2.....Dollars And.....15.....Cents	\$ 64,500.00
For 4' Chain Link Gate (3' to 4' Wide, w/All Accessories)	4 ea.	Per each \$.....500.....Dollars And.....00.....Cents	\$ 2,000.00
For New Catch Basin, Complete	3 ea.	Per Each \$.....5,500.....Dollars And.....00.....Cents	\$ 16,500.00

RECEIVED

MAY 14 2015

TARRYTOWN VILLAGE CLERK

FALADINO

For Mobilization, See Note  
On Contract Drawing

L.S.

Lump Sum  
\$ 25,000 Dollars  
And 00 Cents

\$ 25,000.00

Sub-total of above items

\$ 251,980.00

For Additional Select Fill or  
Washed ¾" Stone

30 cy.

Per cubic yard  
\$ 9.5 Dollars  
And 00 Cents

\$ 2,850.00

For Addition Reinforcing Steel

200 lb.

Per pound  
\$ 5 Dollars  
And 00 Cents

\$ 1,000.00

For Additional Bituminous Concrete

10 tons

Per ton  
\$ 250 Dollars  
And 00 Cents

\$ 2,500.00

Total Bid Amount

\$ 258,330.00

Total Bid Amount in Words \$ two hundred fifty-eight thousand  
three hundred thirty Dollars And

zero Cents

\$ 258,330.00 Bring This Total to Page 49

RECEIVED

MAY 14 2015

49a

TARRYTOWN VILLAGE CLERK

- (b) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
- (c) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition; and
- (d) No member of the Village Board or any officer or employee of the Village of Tarrytown, New York, or person whose salary is payable in whole or in part from the said Village Treasury is, shall be or become interested, directly or indirectly, as a contracting party, partner, stockholder, surety or otherwise, in this bid, or in the performance of the Contract, or in the supplies, materials or equipment and work or labor to which it relates, or in any portion of the profits thereof.

- 7. I/We hereby further agree that this proposal is a firm bid and shall remain in effect for a period of at least forty five (45) calendar days from the date of the opening bids, and that within said period of forty five (45) days, the Village will accept or reject this proposal, or this time period may be extended by mutual agreement.
- 8. I/We do hereby declare that, if this is a corporate bid, I have been duly authorized to act as the signator on this proposal in behalf of this corporation.
- 9. I/We hereby affirm that I/we will adhere to the requirements of the attached "Affirmative Action Certification."
- 10. I/We hereby affirm, under penalty of perjury, the truth of all statements in this proposal.
- 11. I/We will accept, in full payment for the completed work, the following unit prices as my/our base bid.

**ITEM**

SIDEWALK, CURB, AND FENCE REPLACEMENT AT ALTAMONT AVENUE,  
FAIRVIEW AVENUE TO NEPERAN ROAD.

PALADINO

Total Bid in writing

two hundred fifty-eight thousand

three hundred thirty \_\_\_\_\_ Dollars and \_\_\_\_\_ zero \_\_\_\_\_ Cents.

Total bid (numerically)

\$ 258,330.00

RECEIVED

MAY 19 2015

Bid proposal form, page 2

TARRYTOWN VILLAGE CLERK

Enclosed is bid bond\_\_\_\_ certified check\_\_\_\_ bank check\_\_\_\_ payable to the Village of Tarrytown, in the amount of Five Percent (5%) of the total amount bid, to be retained by the Village of Tarrytown as surety for performance on this bid if we are awarded same. No Federal or State taxes shall be included and an exemption certificate will be supplied if requested.

Date: 5/14/15

(Corporate Seal)

Paladino Concrete Creations Corp.

Firm Name

By: Gabriela Paladino

Signature



Title

President

Address

315 N. MacDvesten Plany  
Mount Vernon, NY 10550

Telephone Number

914.699.0907

RECEIVED

MAY 14 2015

TARRYTOWN VILLAGE CLERK



CONTRACT

VILLAGE OF TARRYTOWN

SIDEWALK, CURB, AND FENCE REPLACEMENT AT ALTAMONT AVENUE,  
FAIRVIEW AVENUE TO NEPERAN ROAD  
CONTRACT NO. 2015-003

BID

WORK ITEMS	ESTIMATED QUANTITY	UNIT PRICE	AMOUNT
For Concrete Sidewalk, Complete	5,000 sf	Per square foot \$ <u>9</u> .....Dollars And <u>00</u> .....Cents	\$ <u>45,000.00</u>
For Concrete Curb, Complete	900 lf	Per linear foot \$ <u>57</u> .....Dollars And <u>00</u> .....Cents	\$ <u>51,300.00</u>
For 4' Chain Link Fence (w/Posts, Rails And all Accessories, Complete) Gates Excluded	700 lf	Per linear foot \$ <u>40</u> .....Dollars And <u>00</u> .....Cents	\$ <u>28,000.00</u>
For 4' Chain Link Gate (3' to 4' Wide, w/All Accessories)	4 ea.	Per each \$ <u>420</u> .....Dollars And <u>00</u> .....Cents	\$ <u>1,680.00</u>
For New Catch Basin, Complete	3 ea.	Per Each \$ <u>4800</u> .....Dollars And <u>00</u> .....Cents	\$ <u>14,400.00</u>

Con Test

For Mobilization, See Note  
On Contract Drawing

LS.

Lump Sum

\$82,000.....Dollars

And.....Cents

\$82,000.00

Sub-total of above items

\$222,380.00

For Additional Select Fill or  
Washed ¾" Stone

30 cy.

Per cubic yard

\$76.....Dollars

And.....Cents

\$2280.00

For Addition Reinforcing Steel

200 lb.

Per pound

\$4.....Dollars

And.....Cents

\$900.00

For Additional Bituminous Concrete

10 tons

Per ton

\$200.....Dollars

And.....Cents

\$2000.00

Total Bid Amount

\$227,560.00

Total Bid Amount in Words \$Two Hundred Twenty seven Thousand Five  
Hundred and sixty  
zero.....Dollars And  
.....Cents

\$227,560.00 Bring This Total to Page 49

Enclosed is bid bond ~~certified check~~ ~~bank check~~ payable to the Village of Tarrytown, in the amount of Five Percent (5%) of the total amount bid, to be retained by the Village of Tarrytown as surety for performance on this bid if we are awarded same. No Federal or State taxes shall be included and an exemption certificate will be supplied if requested.

Date: 05/14/15

(Corporate Seal)

Con Tech Construction Technology Inc

Firm Name

By: Giuseppi Carino

Signature

Giuseppi Carino, President

Title

Address

28 Lakeview Drive  
Yonkers Heights NY 10598

Telephone Number

(914) 455-3100

- (b) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
  - (c) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition; and
  - (d) No member of the Village Board or any officer or employee of the Village of Tarrytown, New York, or person whose salary is payable in whole or in part from the said Village Treasury is, shall be or become interested, directly or indirectly, as a contracting party, partner, stockholder, surety or otherwise, in this bid, or in the performance of the Contract, or in the supplies, materials or equipment and work or labor to which it relates, or in any portion of the profits thereof.
7. I/We hereby further agree that this proposal is a firm bid and shall remain in effect for a period of at least forty five (45) calendar days from the date of the opening bids, and that within said period of forty five (45) days, the Village will accept or reject this proposal, or this time period may be extended by mutual agreement.
  8. I/We do hereby declare that, if this is a corporate bid, I have been duly authorized to act as the signator on this proposal in behalf of this corporation.
  9. I/We hereby affirm that I/we will adhere to the requirements of the attached "Affirmative Action Certification."
  10. I/We hereby affirm, under penalty of perjury, the truth of all statements in this proposal.
  11. I/We will accept, in full payment for the completed work, the following unit prices as my/our base bid.

**ITEM**

SIDEWALK, CURB, AND FENCE REPLACEMENT AT ALTAMONT AVENUE,  
FAIRVIEW AVENUE TO NEPERAN ROAD

**Total Bid in writing**

*Con T22H*

Two hundred Twenty Seven Thousand Five Dollars and zero  
Hundred and sixty

**Total bid (numerically)**

\$ 227,560.00

Bid proposal form, page 2

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

TO: Mayor Fixell and the Board of Trustees  
FROM: Michael Blau, Village Administrator  
RE: LED Streetlights  
DATE: June 3, 2015

---

The Village budget approved by the Board of Trustees for FY 15-16 includes an energy savings in the Street Lighting budget line due to the conversion of the existing streetlights to LED streetlights. The annual energy savings estimate provided by the contractor who will be performing the work is \$135,087. The contractor that the Village will be utilizing for this project was awarded a contract via a joint bid by the City of New Rochelle and the Village of Elmsford and included a clause that allowed for "piggy-backing" on the bid provided the contractor was willing to allow the piggybacking. The contractor is willing and the prices obtained in the bid were significantly less than the bid numbers received by the Village of Dobbs Ferry in 2014 when they bid their streetlight replacement.

The question remaining is whether the Board wants to finance this capital project via the standard borrowing process or the Board wants to participate in the financing program offered by the contractor. The financing program through the contractor was a requirement for the bid. I have included herewith information provided by the contractor relating to the energy savings and financing program for the Village. I have also included below information provided by the contractors representative concerning the benefits to the contractors financing plan.

Email #1 from Contractors Representative

The "financing option" uses the NYS Energy Law provisions to allow the municipalities to pay for the cost of converting their streetlight systems out of the savings generated by the conversion. This is accomplished using a "Lease" allowed for within the NYS Energy Law provisions.

During that "Lease Period" there are services rendered by Lumen – monitoring energy savings and your streetlight inventory, coordinating any warranty issues, updating the inventory/ConEd streetlight database if any changes/modifications are made during the lease period, providing the ability to replace/add fixtures with the fixture cost reflecting volume pricing (reduced rate from what you would otherwise pay), and we offer a savings guarantee.

Paying for the fixtures via the lease does result in a carrying cost for the funds, which is estimated in the proposal provided to you and the other villages – the cost (approx. 4%) will reflect length of the lease as well as other parameters, and

is competitive to other options (ie. NYPA or multi-year bond) that would achieve the ability to pay for the cost of conversion using the savings generated.

Email #2 from Contractors Representative

In the Lease option – the villages/municipality is paying nothing until all work is complete. Then, the funds come from the energy savings generated and payment is stretched over a period of years while the streetlight system is installed and operational providing full benefit to you. Since it is a Lease, Lumen remains involved and providing services during the lease term. From feedback of other municipalities, the cost of the payments over time is competitive to other extended financing options plus the value of Lumen's services during the lease.

In the non-lease option, we attempted to keep your project progressing smoothly, and simplify the payment mechanism while attempting a reasonable cash-flow from your end. Each payment covers materials ordered/delivered and work performed, as follows:

1. 1<sup>st</sup> "Mobilization" is a progress payment for Inventory Mapping and Fixture Order Deposit typical in material-heavy contracts where stockpile is required (there is a 6-8 week lead time from order to delivery).
2. 2<sup>nd</sup> covers Inventory/Audit Completed and Submitted w/ Invoice for the audit and fixtures ordered that are anticipated to be delivered as the Audit is being reviewed so we can commence installation promptly. At this point half to two-thirds of the overall order of fixtures is on-hand.
3. Monthly progress payments – in the case of each Irvington and Dobbs Ferry presumes installation will span between two months, and although makes both payments equal for cash flow, covers installation of the fixtures delivered already, delivery & payment for remaining fixtures (with adjustments made based on the audit) and installation of those.
4. The final payment was set in the proposal to allow for reconciliation and completion payment.

The cost of the contractors financing is 4%. The last time the Village went to the bond market for serial bonds, the interest to be paid by the Village was 3.738%. The City of New Rochelle and the Village of Elmsford are using the contractors financing option. The Village of Irvington is not using the option due to the fact that the Village has already borrowed the funds for the project.

Based upon the benefits outlined above received by a municipality that participates in the contractors financing program and the fact that the bottom line cost is not added to the Village debt, I would recommend that the Village utilize the benefits of this program and would recommend the 7 year program over the 5 year program based upon the annual cost to the Village.

## RESOLUTION IN SUPPORT OF SOLARIZE WESTCHESTER APPLICATION

WHEREAS, Solarize Westchester is a NYSERDA supported program that teams up communities with competitively selected solar photovoltaic (PV) installers to make residential and small commercial solar energy more accessible and affordable for residents and businesses across Westchester County; and

WHEREAS, Solarize Westchester will be conducting two Solarize campaigns where four communities or a coalition of four communities in each campaign are selected to be solarize communities; and

WHEREAS, should a community be selected to be Solarize community, that community works with the Solarize Westchester team to select a pre-qualified solar installer, who will provide competitive tiered pricing, free site visits and collaboration in community outreach and education with a goal of dramatically increasing the number of solar PV installations in the selected community; and

WHEREAS, the first Solarize campaign commenced in Fall 2014 and Solarize Westchester is accepting applications for participation in the second Solarize campaign, with applications due on June 29, 2015; and

WHEREAS, the Tarrytown Environmental Advisory Council is desirous of submitting an application to Solarize Westchester to be one of the four communities selected for the upcoming Solarize campaign

NOW THEREFORE, BE IT RESOLVED that the Board of Trustees of the Village of Tarrytown does hereby support the application of the Tarrytown Environmental Advisory Council's application to Solarize Westchester to be a Solarize community.

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VILLAGE OF TARRYTOWN INTEROFFICE MEMORANDUM

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**TO:** Michael S. Blau, Village Administrator  
**FROM:** Michael J. McGarvey, P.E., Village Engineer  
**DATE:** June 3, 2015  
**RE:** Pierson Park North Platform Repair (2015-05)

---



Please be advised that on May 29, 2015 one bid was received and publicly opened for the above-referenced project. Although contractors were notified of the bid and several picked up a bid packages, we only received the following bid (copy attached):

Caldwell Marine International, LLC, 1433 Route 34 South, B1, Farmingdale, New Jersey 07727 in the amount of \$2,794,750.00.

It should be noted that the estimate provided by our Marine Engineer, McLaren Engineers, was approximately 1.5 million. They have since informed me that there seems to be a lot of new interest in bidding this project. Given the fact that the bid came in almost double the project cost, it is my recommendation that this bid be rejected and immediately be put out for rebid where hopefully we can receive multiple competitive bids.

MJM:dsb  
Attachment



PIERSON PARK NORTH PLATFORM REPAIR  
CONTRACT NO. 2015-05

Bid Date: Friday, May 29, 2015 11:00 a.m.

<u>CONTRACTOR</u>	<u>BID AMOUNT</u>	<u>BOND AMOUNT</u>
Caldwell Marine International, LLC* 1433 Route 34 South, B1 Farmingdale, NJ 07727	\$ <u>2,794,750.00</u>	<u>5%</u>
*a subsidiary:		
Northeast Remsco Construction 1433 Highway 34 B1 Farmingdale, NY 07727		
ELQ Industries 567 5 <sup>th</sup> Avenue New Rochelle, NY 10801	\$ <u>No Bid</u>	<u></u>
Bradhurst Site Construction 140 Bradhurst Avenue Valhalla, NY 10595	\$ <u>No Bid</u>	<u></u>
Walker Diving 75 Waterford Road Hammonton, NJ 08037	\$ <u>No Bid</u>	<u></u>
Donofrio General Contractors Corp. 202 28 <sup>th</sup> Street Brooklyn, NY	\$ <u>No Bid</u>	<u></u>

SECTION C  
BID PROPOSAL

PIERSON PARK NORTH PLATFORM REPAIR  
VILLAGE OF TARRYTOWN, NEW YORK  
CONTRACT # 2015-05

RECEIVED

MAY 29 2015

TO:

Village of Tarrytown  
Office of the Village Clerk  
One Depot Plaza  
Tarrytown, NY 10591

Bid Submitted By:

TARRYTOWN VILLAGE CLERK

CALDWELL MARINE INTERNATIONAL, LLC  
(Name)

1433 ROUTE 34 SOUTH, B4  
FARMINGDALE, NJ 07727  
(Address)

732-557-6100  
(Telephone #)

05-0567167  
(Federal ID #)

1. I/We do hereby declare that I/we have carefully examined the Instructions to Bidders, the Plans, Profiles and other drawings and the Specifications relating to the above entitled matter and the work, and have also examined the site.
2. I/We do hereby offer and agree to furnish all materials, to fully and faithfully construct, perform and execute all work in the above titled matter in accordance with the Plans, Drawings, and Specifications relating thereto, and to furnish all labor, tools, implements, models, forms, transportation and materials necessary and proper for the purpose for the price/prices as given on the bid forms.
3. I/We do hereby declare that the prices so stated cover all expenses of every kind incidental to the completion of said work, and the contract therefor, including all claims that may arise through damages or any other cause whatsoever.
4. I/We do hereby agree that I/we will execute a contract therefor, containing all the terms, conditions, provisions, and covenants necessary to complete the work according to the Plans and Specifications therefor within fifteen (15) business days after the award of the contract, and if I/we fail to execute said contract within said period of time, that the Village Board shall have the power to rescind said award and also that the said Board shall retain the proceeds of the certified check, or require the payment of the sum of the bid bond. The Contract execution will serve as the official notification to commence work.
5. I/We do also declare and agree I/we will commence the work within five (5) days after the contract execution and will complete the work fully and in every respect on or before the time specified in said contract and do authorize the said Board, in case of failure to complete the work within such specified time, to employ such men, equipment and materials as may be necessary for the proper completion of said work and to deduct the cost thereof from the amount due under the contract. I/we further agree that the Owner may deduct for liquidated damages the sums set forth in the Special Conditions if I/we fail to complete the work within the time limits specified.

BID PROPOSAL (cont.)

6. I/We hereby affirm that by submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under the penalty of perjury, that to the best of knowledge and belief:
  - (a) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; and
  - (b) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
  - (c) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition; and
  - (d) No member of the Village Board or any officer or employee of the Village of Tarrytown, New York, or person whose salary is payable in whole or in part from the said Village Treasury is, shall be or become interested, directly or indirectly, as a contracting party, partner, stockholder, surety or otherwise, in this bid, or in the performance of the Contract, or in the supplies, materials or equipment and work or labor to which it relates, or in any portion of the profits thereof.
7. I/We hereby further agree that this proposal is a firm bid and shall remain in effect for a period of at least forty five (45) calendar days from the date of the opening bids, and that within said period of forty five (45) days, the Village will accept or reject this proposal, or this time period may be extended by mutual agreement.
8. I/We do hereby declare that, if this is a corporate bid, I have been duly authorized to act as the signatory on this proposal in behalf of this corporation.
9. I/We hereby affirm that I/we will adhere to the requirements of the attached "Affirmative Action Certification."
10. I/We hereby affirm, under penalty of perjury, the truth of all statements in this proposal.
11. I/We will accept, in full payment for the completed work, the following unit prices as my/our base bid.
12. I/We hereby agree that I/we shall make no claim on account of any variation of the approximate estimate in the quantities of work to be done, whether the actual quantities are greater, smaller or completely deleted. A change in the quantity of any item shall not be regarded as sufficient grounds for a change in unit price of that item.

SECTION C (continued)  
BID PROPOSAL (continued)

RECEIVED

MAY 29 2015

\*Total Bid for estimated quantities:

TARRYTOWN VILL

Amount in Figures: \$ 2,794,750.00

TWO MILLION SEVEN HUNDRED NINETY-FOUR THOUSAND AND SEVEN HUNDRED FIFTY DOLLARS.  
Amount in Words

\*The **TOTAL BID** shall be the sum of the extensions (unit price multiplied by estimated quantity, for each item). It is stated here only as a convenience for comparison of bids. If there are any errors in addition or multiplication, the unit prices for each item shall govern, and the bid comparison will be made on the basis of correct arithmetic applied to these unit prices. In case of a discrepancy between the unit price in words and the unit price in numbers, the unit price in words shall govern.

The estimated quantities are not guaranteed, and are only for bid comparison purposes; final payment will be made for actual quantities regardless of the estimated quantities contained herein.

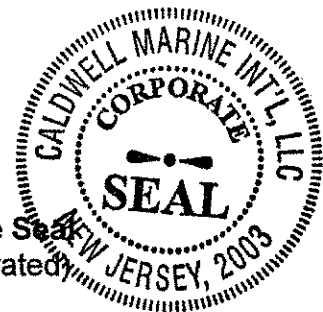
CALDWELL MARINE INTERNATIONAL, LLC., Date: 5.29.15  
(Legal Name of Bidder)

X [Signature]  
(Authorized Signature)

ROLANDO E. ACOSTA

PRESIDENT

Corporate Seal  
(if incorporated)



Bidder acknowledges receipt of Addenda as follows:

ADDN No. 1 - 5/8/15

ADDN No. 2 - 5/18/15

[Signature]

(Signature)

[Signature]

(Signature)

(Signature)

(Unit Price)

# STATEMENT OF QUALIFICATIONS

RECEIVED

The following is a list of places where we have performed work of similar character and magnitude, together with references:

MAY 29 2015

TARRYTOWN VILLAGE CLERK

LOCATION	DESCRIPTION OF WORK	APPROXIMATE COST	NAME & PHONE OF ENGINEER/OWNER
* SEE ATTACHED "PROJECT SUMMARIES"			
1. "10215"		\$2,154,210 ✓	
2. "1147"		\$2,310,000 -	
3. "700"		\$2,850,000 -	

The full name and places of residence of all persons and parties interested as principals in the foregoing proposal are as follows:

JAG COMPANIES, INC

~~DA RGA~~

CAUDWELL MARINE INTL'

\* See Attached  
"Corp. Structure &  
Interested Parties  
Org. Chart"

**AFFIRMATIVE ACTION CERTIFICATION**

A bidder will not be eligible for award of a contract under this Invitation for Bids unless such a bidder has submitted as part of its bid the following certification, which will be deemed a part of the resulting contract:

**RECEIVED**

**MAY 29 2015**

**BIDDERS' CERTIFICATION**

CAUDWELL MARINE INTERNATIONAL, LLC certifies that:  
(Bidder)

**TARRYTOWN VILLAGE CLERK**

1. They intend to use the following listed construction trades in the work under the contract DOCK BUILDER, OPERATING ENGINEERS

\_\_\_\_\_ and

2. a. As to those trades set forth in the preceding paragraph one hereof for which it is eligible under Part 1 of these Bid Conditions for participation in the Westchester County Plan, it will comply with the Westchester County area within the scope of coverage of the Plan, those trades being:

DOCK BUILDERS, OPERATING ENGINEERS

\_\_\_\_\_ and/or

- b. as those trades for which it is required by these Bid Conditions to comply with Part II of these Bid Conditions, it adopts, the minimum minority manpower utilization goals and the specific affirmative actions steps contained in said Part II, for all construction work (both state and non-state) in the Westchester County area subject to these Bid conditions, those trades being:

DOCKBUILDERS & OPERATING ENGINEERS

\_\_\_\_\_ and/or

3. they will obtain from each of their subcontractors and submit to the contracting or administering agency prior to the award of any subcontract under this contract the subcontractor certification required by these Bid Conditions.

**NON-COLLUSIVE BIDDING CERTIFICATION**

Date: 5.29.15 **RECEIVED**  
MAY 29 2015

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

TARRYTOWN VILLAGE CLERK

- (1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
- (2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
- (3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

I hereby affirm under the penalties of perjury that the foregoing statement is true.



CALDWELL MARINE INTERNATIONAL, LLC  
Company

X [Signature]  
By

BLANCO E. ACOSTA, PRESIDENT  
Title

1433 ROUTE 34 S, B1  
FARMINGDALE, NJ 07727  
Address

732-557-6100  
Phone

INDIVIDUAL ACKNOWLEDGMENT

RECEIVED

MAY 29 2015

STATE OF NEW YORK )  
 ) SS:  
COUNTY OF WESTCHESTER )

On this \_\_\_\_\_ day of \_\_\_\_\_, in the year 20 \_\_\_\_, before TARRYTOWN VILLAGE CLE

me personally came \_\_\_\_\_ to be  
known and known to me to be the person described in and who executed the foregoing instrument,  
and he acknowledged to me that he executed the same.

\_\_\_\_\_  
Notary Public

PARTNERSHIP ACKNOWLEDGMENT

STATE OF NEW YORK )  
 ) SS:  
COUNTY OF WESTCHESTER )

On this \_\_\_\_\_ day of \_\_\_\_\_, in the year 20 \_\_\_\_, before

me personally came \_\_\_\_\_,

a member of the co-partnership of \_\_\_\_\_,  
to me known and known to me to be the person described in and who executed the foregoing  
instrument, and he acknowledged to me that he executed the same as and for the act and deed of  
the said co-partnership.

\_\_\_\_\_  
Notary Public

CORPORATION ACKNOWLEDGMENT

JERSEY  
STATE OF NEW YORK )  
 ) SS:  
MONMOUTH  
COUNTY OF WESTCHESTER )

On this 29 day of MAY, in the year 20 15, before

me personally came ROLANDO E. ACOSTA

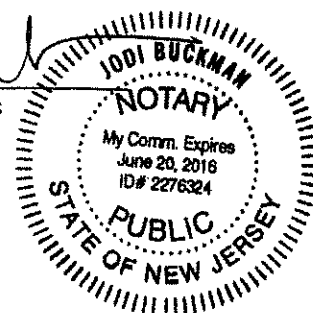
to me known, who, being by me duly sworn, did depose and say that he resides in/at \_\_\_\_\_

1517 SILVERTON ROAD, TOMS RIVER, NJ 08755

that he is the PRESIDENT of the LLC, CALDWELL

MARINE INTERNATIONAL, the LLC corporation described in and which  
executed the foregoing instrument, that he knows the corporate seal of the said corporation, that the  
seal affixed to the said instrument is such corporate seal; and that it was so affixed by order of the  
Board of Directors of the said corporation, and that he signed his name thereto by like order.

\_\_\_\_\_  
Notary Public





**Bid Sheet**  
**Pierson Park - North Platform Repair**  
**Tarrytown, NY**  
**April 16, 2015**

Note: Unit prices include all work necessary to complete, in place, each listed item including, but not limited to labor, materials, and incidentals, as well as Overhead and Profit. All prices are to be in dollars and cents.

Item Description	Estimated Quantity	Unit	Unit Price	Extended Price
Mobilization/Demobilization/General Conditions	NA	LS	\$ 888,000.00	\$ 888,000.00
<b>Priority Repairs</b>				
Shim Repair	95	EA	\$ 1,300.00	\$ 123,500.00
Block Repair	20	EA	\$ 8,000.00	\$ 160,000.00
Split Pile Repair	30	LF	\$ 475.00	\$ 14,250.00
Pile Post Repair	40	LF	\$ 2,000.00	\$ 80,000.00
Replace Pile Cap	36	LF	\$ 3,100.00	\$ 111,600.00
Sister Cap Repair	115	LF	\$ 1,600.00	\$ 184,000.00
New Pile Repair	17	EA	\$ 24,000.00	\$ 408,000.00
Replace Sister Cap Hardware	1	EA	\$ 13,000.00	\$ 13,000.00
Concrete Pile Encasement	30	LF	\$ 5,700.00	\$ 171,000.00
Soft Excavation Around Base of Pile	8	EA	\$ 850.00	\$ 6,800.00
Hard Excavation Around Base of Pile	4	EA	\$ 1,600.00	\$ 6,400.00
Sinkhole Repair				
Bulkhead Encasement Repair	1335	SF	\$ 350.00	\$ 467,250.00
Backfill and Compact Sinkhole	50	SF	\$ 150.00	\$ 7,500.00
Restore Pavers	25	SF	\$ 500.00	\$ 12,500.00
<b>Routine Repairs</b>				
Shim Repair Type 2	77	EA	\$ 950.00	\$ 73,150.00
Block Repair Type 2	6	EA	\$ 7,000.00	\$ 42,000.00
Split Pile Repair Type 2	8	LF	\$ 750.00	\$ 6,000.00
Pile Post Repair Type 2	8	LF	\$ 2,200.00	\$ 17,600.00
Soft Excavation Around Base of Pile	2	EA	\$ 800.00	\$ 1,600.00
Hard Excavation Around Base of Pile	1	EA	\$ 1,600.00	\$ 1,600.00
<b>Total Unit Price Items</b>				\$ 2,794,750.00

**RECEIVED**  
**TARRYTOWN VILLAGE**  
**CLERK**  
**MAY 29 2015**

Business Parking Permits

Current Fee

\$300/annual

\$240/semi-annual

Number of permits issued in FY 14-15 was 56. Of this number, 34 were issued to the Post Office.

Modification to Resident Parking Permit and Non-Resident Commuter Permit adopted by Board of Trustees on April 29, 2015

Parking Permit	Resident \$350/year; \$275/semi-annual	Resident \$385/year; \$290/semi-annual
	Resident Carpool \$350/year plus \$65 for each additional car; \$275/semi-annual plus \$40 for each additional car	Resident Commuter Carpool \$375/ year plus \$75 for each additional car; \$300/semi-annual plus \$50 for each additional car
	Non-Resident \$1,150/year; \$750/semi-annual	Non-Resident \$1,200/year; \$775/semi-annual
	Non-Resident Carpool \$1,150/ year plus \$130 for each additional car; \$750/semi-annual plus \$100 for each additional car	Non-Resident Carpool \$1,200/year plus \$140 for each additional car; \$775/semi-annual plus \$110 for each additional car

April 20, 2015

Mr. Michael Blau  
Village Administrator  
Village of Tarrytown-on-Hudson  
One Depot Plaza  
Tarrytown, New York 10591

Re: Additional Environmental Services – Hazardous Materials Removals  
Former Eastview Pump Station – Neperan Road  
Tarrytown, NY

File: 708.3339

Dear Mr. Blau:

As requested, Barton & Loguidice, D.P.C. (B&L) is pleased to present the Village with this proposal to provide environmental engineering services for the abatement of incidental disturbances of asbestos containing materials (ACM), lead-based paint, and the removal of hazardous materials at the above referenced site. The scope of services presented herein includes the preparation of technical specifications and contract documents, bid and contractor procurement assistance, construction administration, and field inspection services required for the removal of the hazardous materials identified in the Hazardous Materials Survey prepared by B&L dated January 2015. Additionally, we have included a task in the Scope of Services below to prepare detailed construction cost estimates for the remediation of the future remaining environmental hazards in the building structure (i.e., ACM, lead-based paint, boiler, flooded basement area, etc.) while preserving the shell of the building for future use versus the estimated cost to demolish the building structure. As we discussed, having these detailed construction cost estimates will allow the Village Board to make an informed, cost-based decision regarding the future use of the vacant building structure and property.

Based on the above, we have prepared the following detailed Scope of Services and associated cost estimate for your review and approval.

## Scope of Services

### *Task 1: Asbestos Contamination Assessment and Variance Application*

The Pre-Demolition Asbestos Survey Report prepared by B&L identified the presence of ACM within the building structure, and also identified damaged pipe insulation in the filter room, and significantly deteriorated roof components in the filter and coal rooms. As we discussed, for



Mr. Michael Blau  
Village of Tarrytown-on-Hudson  
April 20, 2015  
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health and safety reasons it will be necessary for the Village to arrange for the abatement of any loose and incidental ACM and lead-based paint from those areas of the building where the hazardous materials exist prior to allowing a hazardous materials removal contractor to access the building structure. The project abatement design includes an asbestos contamination quantification assessment of the loose and incidental ACM in those portions of the building where hazardous materials exist, and submittal of a variance application to the New York State Department of Labor (NYSDOL) in order to conduct the limited incidental disturbance ACM abatement activities. Please note that the asbestos contamination assessment will not include the coal room or filter room, as there were no hazardous materials identified within these portions of the building.

*Task 2: Plans, Specifications, and Bidding Documents*

B&L will prepare technical specifications and engineering drawings for the removal of incidental disturbances of ACM, loose and flaking lead-based paint, and hazardous materials within the building structure. The technical specifications will identify the scope of the ACM and lead-based paint abatement and hazardous material removal, and cite regulations and standards applicable to the project. The technical specifications will include the removal and disposal of the PCB transformers and specify the contractor's responsibilities for characterization of the PCB fluids contained within the transformers prior to their removal. Additionally, post-removal sampling of the concrete in vicinity of transformers will be performed by B&L staff. Contractor performance criteria as they relate to the removal and disposal of hazardous materials will be defined in the technical specifications, as well as the requirements for personal protection, acceptable equipment/materials, and execution of hazardous material removal.

A project drawing for each of the first and second floors for ACM, lead-based paint, hazardous, and non-hazardous material removal will be developed depicting the scope of work, material quantities, project phasing details as necessary, and information pertinent to the performance of the materials removal tasks.

Please note that separate drawings will be prepared for the abatement of the ACM and lead-based paint versus the hazardous materials removal, thereby allowing qualified contractors to bid on one or both portions of the work. For cost estimation purposes, we have assumed that the Village will provide B&L with the types and level of insurance coverage, bonding requirements, etc., required by the Village for the bidding and award of a Public Works project in the Village of Tarrytown.



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*Task 3: Bidding and Construction Administration Assistance*

For the overall bidding process, B&L will perform the following activities to assist the Village:

- B&L will prepare up to 10 sets of contract documents, technical specifications, and drawings for bidding of the work. For cost estimation purposes, we have assumed that this information will be presented on CDs, and that no hard copies will be prepared.
- B&L will prepare and provide the Village with a written Advertisement of Bid for publication. For cost estimation purposes, we have assumed that the Village will be responsible for providing the bid advertisement to the local newspaper and other appropriate trade publications.
- B&L will be available to answer specific contractor questions during the bid period and issue clarification/addenda as necessary. B&L will arrange for and attend a single pre-bid meeting for the project to present the scope of the project to interested contractors.
- B&L will evaluate bids submitted for the project and make a recommendation to the Village for the award based on the apparent conformance of the Contractor's bid package with the specifications.

This task includes a construction administration allowance for B&L staff to provide as needed assistance with addressing contractor questions, clarifications, and submittal review for the abatement and remediation project. B&L personnel will be available for verbal and/or written responses to contractor and Village questions. We will provide review of pre-construction and post-construction submittals as required by the contract bid documents.

*Task 4: Field Inspection/Project Monitoring Services*

In accordance with NYSDOL requirements, B&L staff will perform on-site project air monitoring and field inspection of the ACM and lead-based paint cleanup activities. For cost estimation purposes, we have assumed that B&L staff will conduct five site visits for the performance of the NYSDOL-required ACM air monitoring.

During the performance of the hazardous waste removal activities, B&L staff will perform up to three site visits (including the final walk-through) to serve as a clerk of the works and observe the hazardous materials removal activities to insure compliance with the specifications.

Our on-site inspection services shall include observation and documentation of the contractor's activities, visual inspections, and coordination with Village and regulatory personnel as needed. B&L will also perform a final walk-through with Village and contractor personnel at the



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completion of the project to verify that the scope of work has been completed in a satisfactory manner.

At the conclusion of the project, B&L will prepare a Final Cleanup Report. The Report will document the remedial activities performed and include receipts for all disposal activities.

*Task 5: Pump Station Remedial Design Option Memo*

B&L will prepare detailed construction cost estimates for the remediation of all the remaining environmental hazards present within the building structure (i.e., ACM, lead-based paint, boiler, flooded basement area, etc.) while preserving the shell of the building for future use versus the estimated cost to demolish the building structure. This information will be presented to the Village in the form of a brief letter report. If requested, B&L will attend a Village Board meeting in order to discuss the information presented in the letter report.

**Fee Summary**

B&L will perform this scope of work on a time and expense basis in accordance with our current Schedule A Billing Rates at the time the work is performed. Our estimated fee to complete the scope of work outlined above is **\$27,750** and a breakdown of our estimated fee is presented below:

Task 1:	Asbestos Contamination Assessment and	\$ 3,500
	NYSDOL Asbestos Variance Application	\$ 2,000
Task 2:	Plans, Specifications, and Bidding Documents	\$ 5,300
Task 3:	Bidding and Construction Administration Assistance	\$ 2,300
Task 4:	Asbestos and Lead Based Paint, Air Monitoring Services*	\$ 3,750
	Field Inspection/Project Monitoring Services**	\$ 5,400
	Letter Report Documenting Field Activities	\$ 1,700
Task 5:	Pump Station Remedial Design Option Memo	\$ 3,700
<b>Total Estimated Fee:</b>		<b>\$27,650</b>

*\*Costs include provision of air monitoring services for up to five 8-hour (maximum) work shifts during the asbestos and lead-based paint cleanup activities.*

*\*\*The field inspection/project monitoring costs include provision of services for up to three 8-hour (maximum) work shifts during the hazardous waste removal activities and include labor, equipment, materials, travel, lodging, and out-of-pocket expenses. Services for construction/project monitoring in excess of the estimated three work shifts shall be reimbursable at our Schedule A Rates.*



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B&L is available to commence work on this project upon receiving authorization to proceed. If this proposal meets with your approval and you would like us to proceed, please countersign below and return one copy to B&L and retain one copy for your files. If you have any questions, please contact Steve Le Fevre at (518) 218-1801, Ext. 2029. We appreciate the opportunity to provide you with continued environmental engineering services.

Very truly yours,

BARTON & LOGUIDICE, D.P.C.

Scott D. Nostrand, P.E.  
Senior Vice President

Stephen B. Le Fevre, P.G. C.P.G.  
Senior Managing Hydrogeologist

JJR/SDN/SBL/akg  
Attachment

#### Authorization to Proceed

Barton & Loguidice, D.P.C. is hereby authorized by the Village of Tarrytown-on-Hudson ("Owner") to proceed with the services described herein in accordance with the attached Terms and Conditions.

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Mr. Michael Blau, Village Administrator  
Village of Tarrytown-on-Hudson

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Date