

**VILLAGE OF TARRYTOWN
BOARD OF TRUSTEES
WORK SESSION 6:00 P.M.
WEDNESDAY, JULY 15, 2015
Tarrytown Village Hall
One Depot Plaza, Tarrytown, New York**

Board of Trustees Concerns

Open Session

1. Surplus Vehicles
2. Proposed Local Law re Fire Chiefs Parking
3. Andre Brook Pedestrian Bicycle Bridge
4. Parking Change – North Washington Street
5. Fire Department Membership Changes
6. Community Choice Aggregation (Energy) Program
7. Capital Budget FY15-16
8. Retainage, Repaving Project from 2011
9. Letter Town of Greenburgh re Courts
10. IMA – Westchester County – Mutual Aid
11. Greystone-on-Hudson - Carriage Trail to be a Road on Official Map
12. Water Service to River's Edge Property in Sleepy Hollow
13. Pedestrian Tunnel MNRR
14. Milkweed Patch Sign for Neperan Park
15. Briarcliff Manor Pump Station Funds
16. Appropriation of Fund Balance for Planning Projects

Executive Session

- 1A. Appointment Ethics Board
- 2A. Day Camp Personnel
- 3A. Tarrytown PBA Union Agreement
- 4A. ZBA Vacancy
- 5A. Appointment Tarrytown Municipal Housing Authority
- 6A. Police Officer Vacancy

Mike Blau

From: Chief Scott Brown <sbrown@tarrytowngov.com>
Sent: Tuesday, June 09, 2015 1:02 PM
To: Mike Blau
Subject: RE: Surplus Vehicles

Old 52 or old 53 are available. Whichever Marty feels is the better of the two will be marked as parking enforcement.

From: Mike Blau [mailto:MBlau@tarrytowngov.com]
Sent: Tuesday, June 09, 2015 12:48 PM
To: Scott Brown
Subject: RE: Surplus Vehicles

There is a back-up PEO vehicle?

From: Chief Scott Brown [mailto:sbrown@tarrytowngov.com]
Sent: Tuesday, June 09, 2015 12:16 PM
To: Mike Blau
Subject: RE: Surplus Vehicles

PO Jose Ojito, who is in charge of the police vehicles, was advised by the Village Mechanic to surplus the vehicle due to anticipated expensive repairs. Apparently, there are problems with heating/cooling system, air conditioning and the engine that neither our mechanics or the dealership has been able to correct. The vehicle is out of service more than in.

The emergency command vehicle is the old TVAC obtained for \$1.00 many years ago. The vehicle is no longer needed and not worth repairing.

Should the Board disagree I will keep both in service and maintain insurance coverage. They are welcome to inspect and/or test-drive either!

From: Mike Blau [mailto:MBlau@tarrytowngov.com]
Sent: Tuesday, June 09, 2015 11:15 AM
To: Scott Brown
Subject: RE: Surplus Vehicles

The Impala doesn't have a lot of miles

From: Chief Scott Brown [mailto:sbrown@tarrytowngov.com]
Sent: Tuesday, June 09, 2015 10:38 AM
To: Mike Blau
Cc: Joan Malone
Subject: Surplus Vehicles

The following two vehicle have reached their useful life and, in the opinion of staff, should be declared surplus.

1994 Ford Van (Incident Command Vehicle-old ambulance)
VIN # 1FDKE30MXRHC17290

Mileage: 31,263

2007 Chevrolet Impala (PEO Veh #59)

VIN # 2G1WT58K079202575

Mileage: 25,075

Thank you.

ATTACHMENT B-1 – EXPENDITURE BASED BUDGET

A. Salaries	\$0.00
B. Travel	\$0.00
C. Supplies	\$0.00
D. Equipment	\$0.00
E. Contractual Services	\$94,600.00
F. Other	\$0.00

TOTAL PROJECT COST	\$94,600.00
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Total State Funds	\$47,300.00
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Total Local Share	\$47,300.00
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A. SALARIES (including fringe benefits)TitleAnnual SalaryAmount Charged to Project**SUBTOTAL****\$0.00****B. TRAVEL****SUBTOTAL****\$0.00****C. SUPPLIES****SUBTOTAL****\$0.00****D. EQUIPMENT****SUBTOTAL****\$0.00****E. CONTRACTUAL SERVICES**

Removal and disposal of the existing bridge, and purchase and installation of a new prefabricated bridge.....\$80,000.00

Subcontractor: To be determined.

Engineering oversight and preparation of permit applications.....\$14,600.00

Subcontractor: To be determined.

SUBTOTAL**\$94,600.00****F. OTHER****SUBTOTAL****\$0.00**

ATTACHMENT C - WORK PLAN

Contractor: Village of Tarrytown
Contract Number: T1000557
Program Contact Person: Michael Blau
Phone: (914) 631-1885
Fax: (914) 631-1571
Email: mblau@tarrytowngov.com

Andre Brook Pedestrian Bicycle Bridge

1. Project Description

The Village of Tarrytown will install a new, wider pedestrian/bicycle bridge over Andre Brook, a tributary of the Hudson River, to accommodate the growing volume of users. The bridge will link Westchester County's RiverWalk and Pierson Park to recreational amenities and pathways along the Hudson River.

This project will involve the removal of an existing bridge and replacement with a new prefabricated bridge over Andre Brook. The design for this project was completed in conjunction with a previous EPF LWRP grant. The new bridge will promote recreation and provide public access by accommodating the current and future volume of pedestrians and cyclists. The bridge will provide enhanced connectivity to the Village's waterfront and serve as a direct link between Pierson Park and the RiverWalk - including a proposed segment along Losee Park. This project complements other completed EPF LWRP projects, including the redevelopment of Pierson Park and the restoration of Andre Brook.

2. Project Attribution and Number of Copies

The Contractor must ensure that all materials printed, constructed, and/or produced acknowledge the contributions of the Department to the project. The materials must include the Department of State logo and the following acknowledgment:

"This (document, report, map, etc.) was prepared with funding provided by the New York State Department of State under Title 11 of the Environmental Protection Fund."

The Contractor must submit to the Department all required products, clearly labeled with the NYS Comptroller's Contract # as indicated on the Face Page of this contract and where applicable, the related Task # from this Work Plan. The Contractor shall submit:

- Draft products: two paper copies of each product. In addition, all draft products must be submitted as an electronic copy in Word or Word Perfect and Adobe Acrobat Portable Document Format -PDF (created using 300 dpi scanning resolution).
- Final products: two paper copies of each product. In addition, all final products (including reports, designs, maps, drawings, and plans) must be submitted as an electronic copy in Word Perfect or Microsoft Word and Adobe® Acrobat® Portable Document Format - PDF (created using 300 dpi scanning resolution) and be submitted on a labeled CD-R type CD. The CD must be labeled with the contractor name, the Departments contract #, and project title.

- Electronic data for all Geographic Information System-based mapping products must be included in either ArcGIS format, or similar product acceptable to the Department, and comply with the requirements for Contract GIS Products.
- Electronic data for all designs, drawings, and plans must be submitted in the original software that they were created (such as CAD format or other similar product acceptable to the Department) as well as in JPEG or GIF format.
- Pictures and photographs must be dated and captioned with the location and a brief description of the activity being documented. Electronic data for all pictures and photographs must be submitted in JPG or GIF format or other similar product acceptable to the Department.

The contributions of the Department must also be acknowledged in community press releases and other notices issued for the project, including web site postings and other forms of digital distribution. Project press releases and other notices shall be submitted to the Department for review and approval prior to release, to ensure appropriate attribution.

3. Compliance with Procurement Requirements

The municipal attorney, chief legal officer or financial administrator of the municipality shall certify in writing to the Department that applicable provisions of General Municipal Law were fully complied with.

4. Project Components

Task 1: Project Kick-off Meeting

The Contractor, the Department, project partners and any other appropriate entities shall hold an initial meeting to review the project scope, project requirements, roles and responsibilities of project partners, the selection process for procuring consultants, State Environmental Quality Review Act (SEQRA) compliance requirements, the number of public meetings and techniques for public involvement proposed for the project, and any other information which would assist in project completion. In addition, the composition of a project advisory committee shall be discussed during the project kick-off meeting. The Contractor, or a designated project partner, shall prepare and distribute to all project partners a brief meeting summary clearly indicating the agreements/understandings reached at the meeting. Work on subsequent tasks shall not proceed prior to Department approval of the proposed approach as outlined in the meeting summary.

Products: Project kick-off meeting held with appropriate parties. Written meeting summary outlining agreements/understandings reached.

Task 2: Project Advisory Committee

The Contractor shall establish a project advisory committee to oversee all aspects of the project in cooperation with municipal officials and the project consultant(s), if applicable. The committee shall be representative of project stakeholders, including representatives of State and municipal agencies with jurisdiction over project activities or the project area, and non-governmental and community based organizations. A draft list of proposed members shall be circulated to the Department for review and approval prior to establishment of the committee.

Products: Draft and final list of proposed members of project advisory committee. Project advisory committee established.

Task 3: Request for Proposals

The Contractor shall draft a Request for Proposals (RFP) including a complete project description with site conditions, expected final results, a schedule for completion, and criteria for selecting a preferred proposal. The Contractor shall submit the RFP to the Department for review and approval prior to release for solicitation of proposals.

Products: Approved RFP released through advertisement in local papers, the New York State Contract Reporter, and other appropriate means.

Task 4: Consultant Selection and Compliance with Procurement Requirements

In consultation with the Department, the Contractor and an appropriate review committee shall review all proposals received as a result of the RFP. At a minimum, the following criteria are suggested for use in evaluating consultant responses:

- Quality and completeness of the response.
- Understanding of the proposed scope of work.
- Applicability of proposed alternatives or enhancements to information requested.
- Cost-effectiveness of the proposal.
- Qualifications and relevant experience with respect to the tasks to be performed.
- Reputation among previous clients.
- Ability to complete all project tasks within the allotted time and budget.

Incomplete proposals that do not address all of the requested components should not be accepted for review and consideration.

For preparation/certification of final designs and construction documents, and for supervision of construction, a licensed professional engineer, architect or landscape architect licensed to practice in New York State is required.

The municipal attorney, chief legal officer or financial administrator of the municipality shall certify in writing to the Department that applicable provisions of General Municipal Law were fully complied with.

The Contractor's procurement record and consultant selection is subject to approval by the Department.

Products: Consultant(s) selected and approved by the Department. Written certification of compliance with procurement procedures.

Task 5: Subcontract Preparation and Execution

The Contractor shall prepare a draft subcontract or subcontracts to conduct project work with the consultant(s) selected. The subcontract(s) shall contain a detailed work plan with adequate opportunity for review at appropriate stages of project completion, a payment schedule (payments should be tied to receipt of products), and a project cost. The subcontract(s) shall specify the composition of the entire consultant team, including firm name and area of responsibility/expertise, and those professionals from the consultant team or consulting firm that will be directly involved in specific project tasks. The Contractor shall submit the draft subcontract(s) to the Department for review and approval, and shall incorporate the Department's comments in the final subcontract(s). A copy of the final, executed subcontract shall be submitted to the Department.

Products: Draft and final, executed consultant subcontracts.

Task 6: Second Project Meeting

In consultation with the Department, the Contractor shall hold a second project meeting with the consultant(s), and other project partners as appropriate, to review project requirements, site conditions, and roles and responsibilities; identify new information needs and next steps; and transfer any information to the consultant(s) which would assist in completion of the project. The consultant(s) shall prepare and distribute a brief meeting summary clearly indicating the agreements/understandings reached at the meeting. Work on subsequent tasks shall not proceed prior to Department approval of the proposed approach as outlined in the meeting summary.

Products: Second project meeting held with appropriate parties. Written meeting summary outlining agreements/understandings reached.

Task 7: Environmental Quality Review

The Contractor or its consultant(s) shall prepare all documents necessary to comply with the State Environmental Quality Review Act (SEQRA) through determination of significance. If a positive declaration is made, a Draft Environmental Impact Statement shall be prepared.

Products: SEQRA documents and, if necessary, a Draft Environmental Impact Statement.

Task 8: Permits

After the final design and construction documents have been approved by the Department, the Contractor or its consultant(s) shall prepare the necessary permit or other approval applications and obtain the required permits or approvals. A pre-application meeting with the Department and the appropriate federal, state and local regulatory authorities may be required to discuss the necessary permit or other approval applications. Prior to filing, the Contractor or its consultant(s) shall submit all applications to the Department for review and comment.

Potential permitting and approval agencies include but are not limited to:

- federal agencies such as the United States Army Corps of Engineers;
- the Department, pursuant to the consistency provisions of the federal Coastal Zone Management Act;
- other New York State agencies such as the Department of Environmental Conservation; the Office of General Services pursuant to the Public Lands Law, or similar authorization from the Power Authority (in certain areas of the St. Lawrence Seaway) or Canal Authority (in the State Canal System), in order to use or occupy certain State-owned lands or waters overlying those lands; and the Office of Parks, Recreation, and Historic Preservation or the State Historic Preservation Officer; and
- agencies of a county, city, town, village, or special purpose district, including but not limited to: town boards, boards of trustees, or city councils; planning commissions, boards or departments; and/or building or health officials.

Prior to construction the Contractor or its consultant(s) shall also demonstrate that the project is in compliance with 6 NYCRR Part 502, "Floodplain Management Criteria For State Projects" by obtaining a floodplain development permit, if local regulations establish such requirements, or by submitting a signed certification, by an official authorized to enforce local floodplain management regulations, that the project complies with the requirements of the statute.

Copies of all required permits and approvals shall be submitted to the Department upon receipt.

Products: All required permits and approvals received. Written certification of compliance with floodplain management regulations, if applicable.

Task 9: Bid Process and Selection of Construction Subcontractor

After the final design and construction documents have been approved by the Department, the Contractor or its consultant(s) shall prepare and distribute a bid invitation to select a construction subcontractor or subcontractors. Prior to distributing the bid invitation, the Contractor or its consultant(s) shall submit the bid invitation to the Department for review and comment.

The Contractor or its consultant(s) shall select the construction subcontractor(s) from the bid respondents and shall prepare a draft contract or contract(s) to conduct the work with the selected construction subcontractor(s). The contract(s) shall contain a detailed work plan with adequate opportunity for review at appropriate stages of project completion, a payment schedule (payments should be tied to project milestones), and a project cost. The Contractor must certify to the Department that applicable public bidding procedures of General Municipal Law were followed for the selection of all construction or other subcontractors.

The Contractor shall submit the draft subcontract(s) to the Department for review and approval, and shall incorporate the Department's comments in the final subcontract(s). A copy of the final, executed subcontract(s) shall be submitted to the Department.

Products: Executed construction subcontract(s). Written certification of procurement procedures.

Task 10: Installation of Project Sign

Prior to the start of construction, the Contractor shall install a sign satisfactory to the Department identifying the Department's funding of the project. The project sign shall remain in place for the useful life of the improvements undertaken. To assist communities in fulfilling this requirement, the Department has developed an attractive low cost informational sign. A Sign Order Form is available upon request from the Department.

Products: Department approved sign design, and photo-documentation that sign is installed in project area.

Task 11: Construction

After receipt of all necessary permits, the Contractor or its construction subcontractor(s) may begin construction work according to the final design and construction documents. The Contractor or its subcontractor(s) shall notify the Department monthly (or more frequently) in writing of work progress, including any delays which have occurred. The Contractor or its consultant(s) shall submit periodic payment requests to the Department tied to project milestones identified in contract and subcontract work

plans or during the project kick-off meeting. After 70% of the work is completed, the progress notification will include a punch list of any incomplete items and an estimated schedule for project completion.

Products: Written work progress reports. Punch list and construction completion estimates.

Task 12: Site Inspections

The Contractor, its consultant(s), and/or the Department shall verify progress and completion of the work through periodic site inspections and photo documentation. The Contractor or its consultant(s) shall submit to the Department written summaries of progress and identification of problems to be addressed based on periodic site inspections.

Products: Periodic site visits. Written summary of progress with photo-documentation and identification of any problems that need to be addressed.

Task 13: Project Completion

Following satisfaction of punch list items, the Contractor or its consultant(s) shall submit a statement that the work has been completed in accordance with the contract and subcontract(s), the final design and construction specifications, and all permit requirements. The completion statement must be prepared and/or certified by a licensed professional engineer, architect or landscape architect. Unless otherwise specified during project kick-off meeting, the Contractor or its consultant(s) shall submit two sets of as-built plans, certified by a licensed professional engineer, architect or landscape architect. When the Contractor is satisfied work is complete, it shall submit a final project report to the Department, including a copy of the completion statement and a copy of the certified as-built plans and photo-documentation in the form of digital images of the site prior to, during and upon completion of work. The Contractor shall not pay its consultant(s) or subcontractor(s) in full, and shall not submit a final payment request to the Department, until the Department concurs that the work is complete.

Products: Statement of completion, certified as-built plans, and final project report including photo-documentation.

Task 14: MWBE Quarterly Reports

The contractor and its consultants and/or contractors shall submit MWBE Quarterly Reports (every March 31, June 30, September 30, and December 31) on the form provided, including a breakdown of payments issued to state-certified MWBE firms during the quarter.

Products: MWBE reports submitted to DOS during the life of the contract.

Task 15: Project Status Reports

The Contractor or its consultant(s) shall submit project status reports semi-annually (every June 30 and December 31) on the form provided, including a description of the work accomplished, the status of all tasks in this work plan, schedule of completion of remaining tasks, and an explanation of any problems encountered.

Products: Completed project status reports submitted to DOS during the life of the contract.

Task 16: Final Project Summary Report and Measurable Results forms

The Contractor or its consultant(s) shall work with the Department project manager to complete the Final Project Summary Report and Measurable Results forms. Final payment shall not be authorized until these forms have been completed and filed with project deliverables.

Products: Completed Final Project Summary Report and Measurable Results forms submitted to DOS.

5. Project Management Responsibilities

The Contractor shall administer the grant, execute a contract with the Department, and ensure the completion of work in accordance with the approved Work Plan. Unless otherwise specified in the Project Description or under Project Components, the Contractor and/or its approved consultant(s) or subcontractor(s) shall conduct all work as described in the component tasks.

The Contractor:

- will be responsible for conducting all project work in conformance with the Work Plan included in the executed contract with the Department.
- will be responsible for all project activities including drafting request for proposals and managing subcontracts with consultants and subconsultants.
- will certify to the Department that the procurement record for project consultants and subcontractors complies with the applicable provisions of General Municipal Law.
- will receive approval from the Department for any and all consultant subcontracts before beginning project work.
- will be responsible for submission of all products and payment requests.
- will be responsible for coordinating participation and soliciting comments from local government personnel, project volunteers, and the public.
- will keep the Department informed of all important meetings for the duration of this contract.
- will receive approval from the Department before purchase of any equipment.
- will secure all necessary permits and perform all required environmental reviews.
- will ensure that all materials printed, constructed, and/or produced reflect the Department logo, feature the Secretary of State and the Governor, and acknowledge the contributions of the Department to the project.
- will ensure that all products prepared as a part of this contract shall include the NYS Comptroller's contract # as indicated on the Face Page of this contract.
- will ensure the project objectives are being achieved.
- will ensure that comments received from the Department and the project advisory committee, or other advisory group, are satisfactorily responded to and reflected in subsequent work.
- will recognize that payments made to consultants or subcontractors covering work carried out or products produced prior to receiving approval from the Department will not be reimbursed unless and until the Department finds the work or products to be acceptable.

The Department:

- will review and approve or disapprove of subcontracts between the Contractor and consultant(s) and any other subcontractor(s).

- will participate in initial project kick-off meeting and subsequent meetings that are important to the project.
- will review all draft and final products and provide comments as necessary to meet the objectives.
- must approve or disapprove any and all design, site plan, and preconstruction documents before construction may begin.

Kathy Deufemia

From: Mike Blau
Sent: Monday, June 15, 2015 11:13 AM
To: Kathy Deufemia
Subject: FW: Parking Change: North Washington St
Attachments: N Washington St.pdf

Work Session

From: Chief Scott Brown [<mailto:sbrown@tarrytowngov.com>]
Sent: Monday, June 15, 2015 9:03 AM
To: Mike Blau
Subject: Parking Change: North Washington St

In response to a new request from the Board of Directors of the Neighborhood House and a petition from area residents attached please find the legislation necessary to amend the village code as it pertains to parking of the Senior Van.

SWB

TARRYTOWN POLICE DEPARTMENT
OFFICE MEMORANDUM

DATE: June 10, 2015
FROM: William G. Herguth, Lt. *WGH*
TO: Chief Brown *1*
SUBJECT: Code Change: Parking- North Washington Street

The following wording may be used for legislation to amend the Village Code to allow for changes that will shorten the distance of the prohibited parking area during certain hours in front of the Neighborhood House that is regulated for use by senior vans.

Material to be deleted is in parenthesis (). New material is set forth in capital letters or in the case of numerals is set forth in brackets [].

291-80. Schedule XV: Parking Prohibited Certain Hours

In accordance with the provisions of 291-19, no person shall park a vehicle between the hours listed upon any of the following described streets or parts of streets:

Name of Street	Side	Hours/Days	Location
Washington Street, North	West	9:00 a.m. to 4:00 p.m. Monday through Friday; except for senior vans	From a point 60 feet north of Wilkey Street north for (60) [30] feet

NEIGHBORHOOD HOUSE INC.

43 WILDEY STREET
TARRYTOWN, NY 10591
(914) 631-0205

www.theneighborhoodhouse.org

Serving the community of Tarrytown & Sleepy Hollow

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

Re: Parking Signs on Washington Street at The Neighborhood House

Please change the parking signs on the Washington Street side of The Neighborhood House located at 43 Wildey Street. Currently, they read: "No parking 9:00PM-4:00PM Monday-Friday" The placement of the signs sacrifices four parking spaces, in order to accommodate two Senior Citizen vans, when only one space is needed at the walkway. Although intended to make things easier for our senior members, the reduction in the number of spaces is creating a hardship for those members who drive their own cars.

Sincerely,

Members of The Neighborhood House

Attachment: Petition

PETITION

Please change the parking signs on the Washington Street side of The Neighborhood House located at 43 Wildey Street. Currently, they read: "No parking Monday thru Friday 9AM-4PM The placement of the signs sacrifices four parking spaces, in order to accommodate two Senior Citizen vans, when only one space is needed at the walkway. Although intended to make things easier for our senior members, the reduction in the number of spaces is creating a hardship for those members who drive their own cars.

Signature	Address
Stephen Karas -	95 Subman Ave Sleepy Hollow
Marion Byrd	151 webber Ave Sleepy Hollow
Olivia Caratieri	151 webber Ave Sleepy Hollow
Theresa Broadway	5 Croton Ave. Tarrytown, NY
Clare Jones	41 Shelter Ave Tarrytown, NY
Edna Belamir	153 No-Washington St., S.H.
Louis Porcello	116 Dunning Dr. T.T.
Carol Maracell.	45 Loh Ave Tarrytown
Judy Green	48 Hudson St. Sleepy Hollow N.Y.
Ruth Reidy	222 Martling Ave. Apt. 2B
Dr. Little	18 Tappan Landing
Violet Manca	142 Le Roy Ave. Tarrytown N.Y.
Siva Whitely	20 Mechanics Ave. T.T.
Frank K. E.	31 Mechanics Ave. T.T.
Jean Dabazed	343 Martling Ave.
Joseph Baltraj	343 Martling Ave.
Mary Bickha	50 White St. # 36

Signature	Address
Mamie Blackman	50 White St #56
Vincent Dougherty	Briarcliffe
Tanya Hall	Briarcliffe
Tricia Muschette	Briarcliffe
Cherie Clayton	Sleepy Hollow
Cecilia Salomon	Tarrytown
Ada Carrozzini	Tarrytown
Thomas Ferguson	Sleepy Hollow
Wanda Puzol	Tarrytown
Rosa Puzol	Tarrytown
Helen Helen	Sleepy Hollow
Bart Peters	Sleepy Hollow
Frank Lee	Tarrytown
John Thernick	Sleepy Hollow
Karen Fazzini	74 No. Washington St. T.T. NY
Walter L. Linn	50 Encliff Tarrytown NY
Coley Patton	Sleepy Hollow
TIBOR MERMELSTEIN	18 N. BROADWAY TARRYTOWN
George Hefertner	5 Park Ave.
Gloria V. Defgarna	5 Park Ave., Tarrytown
Epithia M. Brown	222 Mething Ave Tarrytown
Sophie Janos	46 Hallond Ave, S.H.

Signature	Address
Bina Hart	Scarsborough Manor
Elizabeth Sullivan	Scarsborough Manor
Dorothy James	Sleepy Hollow
Peggy Finn	Town of Cortlandt
Anne Cadell	Tarrytown
Angel Morris	Ossining
John W. Davis	Tarrytown
Joan Snell	Irvington
Lynn Quarto	Tarrytown
Mona Page	Tarrytown
Virginia D. Cicci	Tarrytown
Margaret Green	Tarrytown & Tappan Landing
B. Cichon	S. H.
Gladiolus	Irvington
Hella Woods	Tarrytown
Roberta Steenberg	Tarrytown
Paula H. H. H.	Tarrytown
Judith Schwartz	Scarsdale
Jan Breckner	Ossining
Kate Ranganathan	Irvington
Bernice Rossignol	Sleepy Hollow
Cec Brown	222 Maitling Ave. Tarrytown N.Y.

Westchester County Community Choice Aggregation Demonstration Program

FREQUENTLY ASKED QUESTIONS

What is Community Choice Aggregation (CCA)?

Community Choice Aggregation is a municipal or countywide energy procurement model that enables communities to put out for bid the total demand for electricity and natural gas of participating homes and small businesses and purchase energy on their behalf. Aggregating consumers on a large scale creates the market clout necessary to negotiate lower rates with private suppliers. CCA is currently available in six states: California, Illinois, Massachusetts, Ohio, New Jersey, and Rhode Island. New York will be the seventh. Over five million customers nationwide are served by a CCA program. Most programs have grown steadily and shown customers consistent savings. Sustainable Westchester has been authorized by the New York State Public Service Commission (PSC) to implement the first CCA program in the state.

What/Who is Sustainable Westchester?

Sustainable Westchester (SW) is a non-profit 501(c)(3) consortium of Westchester County local governments founded to generate equitable and ecologically responsible economic growth through innovative, participatory, and replicable initiatives. Member municipalities collaborate on ecologically sustainable programs that stimulate the local economy and secure the health and well being of Westchester residents now and in the future.

Which communities can participate?

All Westchester cities, towns and villages are eligible to participate in the program. Sustainable Westchester has been presenting the CCA program to communities countywide and walking elected officials through the process of enabling their residents' enrollment. If they choose to pursue CCA, communities are encouraged to hold a public hearing to discuss the opportunity, pass a local law authorizing the municipality's participation, and communicate the details of CCA to their residents and small businesses.

A local law?

Yes, this gives the city/town/village the necessary authority to join the demonstration program, but does not commit to it upon passing. The law gives the municipality control over the conditions under which they will participate. It also gives the city/town/village full flexibility to take advantage of future statewide CCA opportunities (i.e. local procurement incentives, energy efficiency fund, etc...)

What else do communities have to do to be part of the program?

After the local law is passed, elected officials can consider passing a resolution that lays out the "ground rules" for their participation. At this point, the municipality has committed to signing a tri-party agreement with Sustainable Westchester and the chosen energy supplier(s).

Is my community participating?

Please check this list (insert link to SW site when we have an updated list posted) to see if your city/town/village has passed a CCA local law. If you don't see it, please contact your elected officials to make sure they have had Sustainable Westchester in for a public presentation.

How much will I save?

Latest data suggests New York residents should expect roughly 10-14% savings on electricity supply and potentially even greater savings for natural gas (prices currently well below historical averages).

What if I don't want to participate?

Absolutely your choice. Every household and small business that currently receives their energy supply from ConEd/NYSEG will be given full advanced notice of the program's initiation and given clear instructions on how they can opt out. There will be online, phone, and mail (pre-paid postcard) options. Customers will have twenty

Westchester County Community Choice Aggregation Demonstration Program

days from the time they receive the opt-out notification. After that point, those customers that did not opt out will be automatically migrated to the CCA program. This is largely a formality, however. Customers will still have the ability to opt out at any time with no penalties whatsoever.

How will Westchester residents be impacted by the CCA program?

Most customers will not notice any change. The only difference would be that the electricity delivered to the home or business would be cheaper and potentially from cleaner and/or local sources of power. Over time, customers will notice that their rates remain more stable, they have greater access to renewable energy, local generation, and energy efficiency programs.

Will my taxes go up?

No, there is no taxpayer or public funding required to launch or administer this CCA program. In fact, the sales tax on your energy supply will come off your bill, so CCA residents will be paying less in taxes.

What if I don't have natural gas at my home/business?

You will still be enrolled for your electricity supply and receive the same rates as all other residents in your municipality, including those that are also buying their natural gas through CCA.

Is CCA green?

CCA localizes the decision-making over where to purchase our power and natural gas. Sustainable Westchester intends to select a bid that offers an entirely green portfolio. It is also the intention to source renewable power from New York State whenever possible and not to purchase any renewable energy credits (RECs) to fulfill the renewables requirement. This localization also opens the door for cities/towns/villages to explore the development of local renewable generation (i.e. community and/or rooftop solar, wind, high efficiency combined heat and power) integrated into the CCA procurement mix. This will create local green jobs, yield substantial savings in transmission costs, bolster resilience and reliability, and seriously shrink the community's carbon footprint.

Isn't renewable power more expensive than fossil fuel generation? How do I save money by buying green?

Renewable power is getting cheaper all the time. Prices for solar panels have dropped 80% since 2008, and all indicators suggest the price of new renewable generation installed will reach grid parity (match current costs for traditional generation) by 2020. Even today the bargaining power of aggregation has enabled many U.S. communities to offer sub-utility rates on their 100% renewable options. Nearly half of the over 5 million CCA households/businesses purchase renewables as part or all of their procurement mix.

What if I just want the cheapest power, not necessarily the greenest?

That choice will be left to each individual household/business. CCA customers will have multiple enrollment options to choose from. The lowest rate, likely fixed, will be the default, but there will also be a carbon-free option, and potentially a "light green" (~50% renewables) option as well.

What about ConEd/NYSEG? Where do they fit in?

The existing utilities continue to deliver reliable power, maintain power lines, and respond to service outages. They will still provide the same customer service to all residents regardless of whether they are in the CCA program. They are required by law to do so. Customers will still receive only one bill each month, and it will still come directly from ConEd/NYSEG. The new bill will reflect the change in supplier and new, lower rate.

What is the financial responsibility for the municipalities or the County?

Westchester County Community Choice Aggregation Demonstration Program

There is no financial risk to local governments. Administration and operation costs incurred by the CCA program will be covered through a small fee paid by customers per kilowatt-hour. Compliant bids must save residents money after this administration fee has been calculated into the bid.

How will Sustainable Westchester go about purchasing the energy?

Electricity and natural gas suppliers will be selected by a competitive bidding (RFP) process. Only bids that beat the average utility price over the last year or guarantee sub-utility rates 24/7 will be considered compliant bids. Compliant bids will be evaluated based on rates, fixed term length, carbon-free options (100% renewables, no nuclear), and strict credit requirements. Suppliers may bid on electricity, natural gas, or both. The winning supplier(s) will then negotiate a contract with Sustainable Westchester and the participating municipalities.

How is Sustainable Westchester qualified to manage that process?

The organizational structure of Sustainable Westchester has been designed for just such a decision-making mechanism. The Board of Directors is made up of elected officials in Westchester County, and professionals in the sustainability sector (primarily energy). In addition, SW has assembled an Energy Procurement Committee consisting of experts in the field, each with vast experience in the New York supply markets. This committee will act in an advisory role, on a volunteer basis, throughout the process. Sustainable Westchester has also been openly soliciting feedback from every community they have visited to ensure that procurement decisions will sufficiently represent the interests of residents countywide.

No, Sustainable Westchester has assembled.

How is the Sustainable Westchester CCA program funded?

As mentioned above, PSC has authorized Sustainable Westchester to collect a rate-based administration fee, which covers communications and outreach, customer service, support to municipalities, and legal fees. This fee will likely be a tenth of a penny per kilowatt-hour of electricity and half a penny per therm of natural gas. When the details are finalized, they will be fully disclosed so customers can see exactly where those fees are going. No other fees (i.e. per customer charge) will be collected. Sustainable Westchester is a not-for-profit organization and is forbidden from retaining any surplus revenue.

What other New York Counties/Communities are exploring CCA?

As of February 2015, Westchester is the only county in the state authorized to implement a CCA program. However, the Public Service Commission and communities throughout New York are keeping a close eye on Westchester and plan to submit CCA proposals of their own, including Sullivan, Ulster, and Monroe Counties.

Will each municipality have to hire a consultant or broker to help them with the bidding process?

No, Sustainable Westchester will be conducting the bidding process on behalf of all the participating municipalities in unison. The primary mission of Sustainable Westchester is to provide umbrella services such as this to all member municipalities.

Will the same ESCO be used for both electric and natural gas procurement?

Maybe, it is the intention of Sustainable Westchester to release the RFP for both electric and natural gas simultaneously, in which case ESCOs will have the opportunity to submit bids for either or both.

How will account numbers and related information be kept confidential?

Privacy has been and remains a top priority for SW, PSC, ConEd and NYSEG, and all participating municipalities. The procedure for cyber security and confidentiality will be a central focus of contract negotiations with the winning supplier(s) and the details will be made public at that time.

Westchester County Community Choice Aggregation Demonstration Program

Will the winning supplier be able to assign the contract to a new supplier?

Only with the approval of Sustainable Westchester and the participating municipalities. This will likely be a mutually reflexive clause in the contract requiring approval of all other parties for any significant change to the agreement.

Will customers have the option of direct billing instead of consolidated billing?

No, we anticipate the first contract will almost certainly use consolidated billing, and that will be made explicit in the RFP.

What happens if customers fail to pay their bills? Can the supplier force other customers (or municipalities) to pay for such losses?

It will be up to the distribution utility, as usual, to collect on delinquent accounts. No other stakeholder (i.e. Sustainable Westchester, other customers, municipalities) will be held responsible.

How will customers currently getting net metering credits be impacted?

There will be no effect; customers with rooftop solar will continue to get paid net metering credits at the retail rate.

Once terms of a draft contract have been worked out, will towns (or customers) have a chance to review it before their future energy procurement is tied to those terms?

Yes. The draft contract will be presented to the municipalities, posted on their website, as well as the SW website.

How about the RFP? Will it also be available prior to its release?

Yes.

What will be the form of input to the RFP and contract?

Sustainable Westchester will hold a webinar or Google hangout to explain the details and solicit comments.

If a customer opts out after the contract has taken effect, how will that effect their service?

Service will not be interrupted whatsoever. The account will be transferred back to the utility after the following

At the end of the first contract, will customers be informed that they may be switched to a new supplier, and then be given another chance to opt out?

Yes. All participating households and small businesses will receive notification of the change along with the new price and all of the opt-out methods.

Who covers the termination penalty should SW decide to terminate the contract prior to its end date?

In that highly unlikely event, the city/town/village will be responsible for fulfilling the terms of the contract.

Could board member assets be encumbered in any way should a lawsuit against SW occur?

No. Sustainable Westchester has an insurance policy protecting against such an outcome.

Mike Blau

From: Glenn Weinberg <gtweinberg@gmail.com>
Sent: Wednesday, June 24, 2015 2:56 PM
To: gtweinberg@gmail.com
Subject: Re: Community Choice Aggregation Local Law
Attachments: CCA_draft_legislation_06-05-15.docx; TB 2015 0527 reso Approve Community Choice Aggregation.pdf

I hope you all have had a chance to review the CCA local law we've prepared. I'm attaching again just in case. I also wanted to reinforce that the law is designed to authorize the municipality's participation, but not commit to join upon passing.

Municipalities must pass a resolution (sample attached) in conjunction with the law if they intend to participate in the first round.

So if you haven't yet done so, Sustainable Westchester is encouraging municipalities to schedule a public hearing on the local law at the earliest possible meeting. We also encourage Boards to vote on the law and the accompanying resolution that same night if they feel comfortable doing so.

Once again, please feel free to call anytime with questions.

Glenn Weinberg
Sustainable Westchester
646 785-7204

> On Jun 15, 2015, at 2:22 PM, Glenn Weinberg <gtweinberg@gmail.com> wrote:
>
> Sustainable Westchester has prepared a local law to authorize Westchester municipalities to participate in the Community Choice Aggregation (CCA) demonstration program. It does not, however, commit the municipality to sign a contract in any way. It simply creates a local legislative authority to do so at some point in the future by way of resolution.
>
> For those of you who have not scheduled Sustainable Westchester in to your municipality to present the particulars of the program, CCA is an energy procurement model that allows munis or counties to aggregate the total demand of their residents for electricity and natural gas to negotiate a lower rate. Therefore, rather than the existing distribution utility (i.e. NYSEG, ConEd) also being the default supplier, there would be a new default supplier to be chosen by the municipalities and Sustainable Westchester through an RFP process.
>
> The law is designed to give municipalities maximum flexibility over how and when they participate, and we are encouraging Boards/Councils to review and schedule a public hearing on the law whether they intend on pursuing adoption right away or not. Again, the law will build flexibility into your code and how you act upon that flexibility is entirely up to you.
>
> We also encourage inviting Sustainable Westchester (Mike Gordon and myself) to come present to your Board/Council at the earliest opportunity so we can explain the opportunity in such a program and how it will save your residents money on their energy bills.
>
> Please feel free to email or call with any questions or to schedule a presentation at your next meeting.
>
> Thanks!
>
> Glenn Weinberg
> Sustainable Westchester
> 646 785-7204
> <CCA_draft_legislation_06-05-15.docx>

RESOLUTION AFFIRMING THAT THE TOWN BOARD OF THE TOWN OF GREENBURGH SHALL ENTER INTO AN AGREEMENT TO PARTICIPATE IN A COMMUNITY CHOICE AGGREGATION (“CCA”) PROGRAM THROUGH SUSTAINABLE WESTCHESTER, INC.

WHEREAS, Sustainable Westchester, Inc., a not-for-profit organization now comprised of over forty municipalities in Westchester County, sought approval of a demonstration community choice aggregation (“CCA”) program in Westchester County in 2014, which would allow local governments to participate in a Sustainable Westchester program to procure energy supply from energy service companies (“ESCOs”) for the residents of the municipalities, and

WHEREAS, on February 26, 2015, the Public Service Commission of the State of New York approved implementation of the first community choice aggregation (“CCA”) pilot program in New York State, which allows Sustainable Westchester to put out for bid the total amount of natural gas or electricity being purchased by local residents or small businesses, and

WHEREAS, the program is intended to provide consumers with the ability to lower their overall energy costs, and

WHEREAS, the potential benefits of CCA programs include price stability for a fixed contract term, lower prices, more favorable contract terms, and the ability to design a program that reflects local preferences and needs, including a preference for cleaner power sources, and

WHEREAS, the Westchester pilot program is intended to include residential and small non-residential customers, and to permit the aggregation of both electric and natural gas purchases, and

WHEREAS, Sustainable Westchester, Inc. will issue a request for proposals to suppliers to provide energy to participants, and will then award a contract, and

WHEREAS, Sustainable Westchester, Inc. or the Town will request individual customer data from the utility, and the selected supplier will then notify the bundled customers of the contract terms and the customer’s opportunity to opt-out of the program within twenty (20) days;

NOW, THEREFORE, BE IT RESOLVED, that the Town of Greenburgh shall enter into an agreement to participate in a Sustainable Westchester program for its residents and business consumers who are not currently purchasing electricity from an energy service company (ESCO), only if: 1) the default price is guaranteed to be consistently less than the utility price for the same period; or 2) the default price is fixed at a level that is less than the average utility price for the same commodity, for the same customer class, over the preceding twelve month period; or 3) the default price is at first set at a level that is less than the average utility price for electricity, for the same customer class, over the preceding twelve month period, and only floats upward by less than twenty-five percent (25%) of the price increases implemented by the utilities, and

BE IT FURTHER RESOLVED that the Town agrees to notify residents and business owners eligible for inclusion in a manner that the Town deems effective and efficient about the program in advance of the program’s implementation, and

BE IT FURTHER RESOLVED that based upon the text and prior interpretations of the General Municipal Law (“GML”), a municipality may participate in a Community Choice Aggregation (“CCA”) program without undertaking the referendum requirement of GML § 360, which applies only to the

construction, leasing, purchasing, acquisition, use or ownership of a “public utility service” as defined in the GML.

BE IT FURTHER RESOLVED, that the Town Supervisor of the Town of Greenburgh is hereby authorized to execute any and all documents to give effect to this resolution.

Revised: 5/21/2015

LOCAL LAW NO. – 2015

A LOCAL LAW TO ESTABLISH A COMMUNITY CHOICE AGGREGATION (ENERGY) PROGRAM IN THE VILLAGE OF TARRYTOWN

Section 1. The Code of the Village of Tarrytown is hereby amended by adding a new Chapter 119, entitled “COMMUNITY CHOICE AGGREGATION (ENERGY) PROGRAM,” to read as follows:

ARTICLE I

§1. Legislative Findings; Intent and Purpose; Authority.

- A. It is the policy of both the Village of Tarrytown and the State of New York to reduce costs and provide cost certainty for the purpose of economic development, to promote deeper penetration of energy efficiency and renewable energy resources such as wind and solar, and wider deployment of distributed energy resources as well as to examine the retail energy markets and increase participation of and benefits for residential and Small Commercial customers in those markets. Among the policies and models that may offer benefits in New York is community choice aggregation, which allows local governments to determine the default supplier of electricity and natural gas on behalf of its residential and Small Commercial customers.
- B. The purpose of this CCA Program is to allow participating local governments including the Village of Tarrytown to procure energy supply service for their residential and Small Commercial customers, who will have the opportunity to opt out of the procurement, while maintaining transmission and distribution service from the existing Distribution Utility. This Chapter establishes a program that will allow the Village of Tarrytown to put out for bid the total amount of natural gas and/or electricity being purchased by local residential and Small Commercial customers. Bundled Customers will have the opportunity to have more control to lower their overall energy costs, to spur clean energy innovation and investment, to improve customer choice and value, and to protect the environment; thereby, fulfilling the purposes of this Chapter and fulfilling an important public purpose.
- C. The Village of Tarrytown is authorized to implement this COMMUNITY CHOICE AGGREGATION (ENERGY) PROGRAM pursuant to Section 10(1)(ii)(a)(12) of the New York Municipal Home Rule Law; and State of New York Public Service Commission Case No. 14-M-0564, Petition of Sustainable Westchester for Expedited Approval for the Implementation of a Pilot Community Choice Aggregation Program within the County of Westchester, Order Granting Petition in Part (issued February 26, 2015) as may be amended, including subsequent orders of the Public Service Commission issued in connection with or related to Case No. 14-M-0564 (collectively, the “Order”). Order shall also mean orders of the Public Service Commission related to State of New York Public Service Commission Case No. 14-M-0224, Proceeding on Motion of the Commission to Enable Community Choice Aggregation Programs (issued December 15, 2104) to the extent that orders related to Case No. 14-M-0224 enable actions by the Village of Tarrytown not otherwise permitted pursuant to orders related to Case 14-M-0564; provided, however, that in the event of any conflict between orders from Case No. 14-M-0564 and orders from Case No 14-M-0224, orders from Case No 14-M-0564 shall

govern the CCA Program.

- D. This Chapter shall be known and may be cited as the “COMMUNITY CHOICE AGGREGATION (ENERGY) PROGRAM.

§2. Definitions.

For purposes of this Chapter, and unless otherwise expressly stated or unless the context otherwise requires, the terms in this Chapter shall have the meanings employed in the State of New York Public Service Commission’s Uniform Business Practices or, if not so defined there, as indicated below:

Bundled Customers – Residential and Small Commercial customers of electricity or natural gas (“fuels”) who are purchasing the fuels from the Distribution Utility.

Small Commercial - Non-residential customers as permitted by the Order.

Community Choice Aggregation Program or CCA Program– A municipal energy procurement program, which replaces the incumbent utility as the default Supplier for all Bundled Customers within the Village.

Distribution Utility – Owner or controller of the means of distribution of the natural gas or electricity that is regulated by the Public Service Commission.

Public Service Commission – New York State Public Service Commission.

Suppliers – Energy service companies (ESCOs) that procure electric power and natural gas for Bundled Customers in connection with this Chapter or, alternatively, generators of electricity and natural gas or other entities who procure and resell electricity or natural gas.

Sustainable Westchester – A not-for-profit organization comprised of member municipalities in Westchester County, New York.

§3. Establishment of a COMMUNITY CHOICE AGGREGATION (ENERGY) Program.

- A. A COMMUNITY CHOICE AGGREGATION (ENERGY) PROGRAM is hereby established by the Village of Tarrytown, whereby the Village shall work together with Sustainable Westchester to implement the CCA Program to the full extent permitted by the Order, as set forth more fully herein. The Village’s role under the CCA Program involves the aggregating of the electric and/or natural gas supply of its residents and the entering into a contract with one or more Suppliers for supply and services. Under the CCA Program, the operation and ownership of the utility service shall remain with the Distribution Utility.
- B. The Village’s purchase of energy supply through a CCA Program constitutes neither the purchase of a public utility system, nor the furnishing of utility service. The Village will not take over any part of the electric or gas transmission or distribution system and will not furnish any type of utility service, but will instead negotiate with Suppliers on behalf of participating residential and Small Commercial customers.
- C. In order to implement the CCA Program, the Village will adopt one or more resolutions that outline the process of and conditions for participation in the CCA Program, including

but not limited to signing a contract for a compliant bid with one or more Suppliers, all as consistent with the Local Law and the Order.

- D. The Public Service Commission supervises retail markets and participants in these markets through legislative and regulatory authority and the Uniform Business Practices, which includes rules relating to the eligibility of participating ESCOs, the operation by which ESCOs provide energy services, and the terms on which customers may be enrolled with ESCOs.

§4. Procedures for Eligibility; Customer Data Sharing.

- A. As permitted by the Order, the Village may request from the Distribution Utilities aggregated customer information by fuel type and service classification on a rolling basis.
- B. Sustainable Westchester, on behalf of the Village of Tarrytown, shall issue one or more requests for proposals to Suppliers to provide energy to participants and may then award a contract in accordance with the CCA Program.
- C. Sustainable Westchester or the Village if the Village so chooses, will then request individual customer data from the Distribution Utility in accordance with the CCA Program.
- D. Sustainable Westchester or the Village if the Village so chooses, and the selected Supplier will then notify Bundled Customers of the contract terms and their opportunity to opt out of the CCA Program.
- E. In accordance with and for purposes of the Order, the existing Distribution Utility, Consolidated Edison Company of New York, Inc. will provide to Sustainable Westchester aggregate and customer-specific data (including usage data, capacity tag obligations, account numbers, and service addresses) of all Bundled Customers in the Village not currently enrolled with an ESCO.
- F. Sustainable Westchester and the Village, will protect customer information as required by law, subject to the Order and the limitations of the New York State Freedom of Information Law.

§5. Choice of Energy Supplier; Opt-Out Notice and Procedure.

- A. The Village or in conjunction with the ESCO will notify its residential and Small Commercial customers, by letter notice, of the Village's decision to establish the CCA Program, of the contract terms with an ESCO, and of the opportunity to opt out of the CCA Program.
- B. The letter notice will be sent to each customer at the address provided by the Distribution Utility and explain the CCA Program and the material provisions of the ESCO contract, identify the methods by which the customer can opt out of the CCA Program, and provide information on how the customer can access additional information about the CCA Program.
- C. The opt-out period shall be twenty (20) days.
- D. CCA Program Bundled Customers, upon enrollment, will receive a welcome letter that will explain the customers' options for canceling the enrollment if they believe they were enrolled incorrectly or otherwise decide to withdraw from the CCA Program in favor of

another Supplier. The welcome letter also will explain that residential customers are entitled to the added protection of the mandated Three (3) Day rescission period as detailed in Section 5(B)(3) of the Uniform Business Practices.

§6. Verification and Reporting.

- A. Sustainable Westchester shall be responsible for filing an annual report with the Public Service Commission, which identifies the number of customers enrolled in the CCA Program by municipality and customer class, the number of customers who returned to utility service or service with another Supplier during the reporting period, and the average cost of commodity supply by month for the reporting period.

Section 2. This local law shall take effect upon filing with the Secretary of State.

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

TO: Mayor Fixell and the Board of Trustees
FROM: Michael Blau, Village Administrator
RE: Proposed Capital Budget, Fiscal Year 2015-2016
DATE: July 1, 2015

Attached herewith please find the proposed Capital Budget for the current fiscal year, FY 15-16. There are three proposed capital budgets for the following three operating funds:

- General Fund
- Water Fund
- Sewer Fund

Please note that the funding source for Capital Budget appropriations for the Water Fund and Sewer Fund are the water rates and associated water billing which does not impact upon the property tax rate. The Capital Budget appropriations for the General Fund does have an impact upon the property tax rate in future years.

The proposed Capital Budget for the General Fund totals \$1,472,750. The principal payment on the existing debt service in the General Fund in the FY 15-16 budget is \$1,940,417.00. Thus, the reduction in the debt in the current budget year exceeds the amount of proposed additional debt by \$467,667. \$461,950 reflect Capital projects already approved by the Board at previous Board meetings. This amount represents 31% of the proposed Capital Budget. I have also included a larger amount than usually proposed in street repaving due to the difficult winter and the impact of the weather on the roads throughout the Village. For comparison purposes, the Capital Budget appropriation in the FY 14-15 Capital Budget for street repaving was \$126,000 with another \$157,287 in CHIPS (Consolidated Highway Improvement Program) funds. In FY 13-14, the numbers were \$100,000 plus \$175,333 in CHIPS funds.

The proposed Capital Budget for the Water Fund includes funding for engineering for a new water line project and the replacement of a Water Department vehicle, which will actually be converted to a vehicle to be used for sign replacement. There are projects approved in the FY 14-15 Capital Budget which are currently in review and design which will be completed in FY 15-16. The principal payment on the existing debt service in the General Fund in the FY 15-16 budget is \$557,664. As with the debt service in the General fund, the reduction in the debt in the current budget exceeds the amount of proposed additional debt. In the case of the Water Fund, the difference is \$450,164.

I have also included with the proposed Capital Budget document some supporting documentation for your review.

- Street Repaving List provided by the Superintendent of Public Works
- Soccer Field access road and parking lot estimate from Village Engineer
- Photograph of staircase leading from parking lot to Skate Shack (lower level). It is my recommendation to demolish the building associated with the skating program at the top of the staircase next to the parking lot. The radio repeater system for the Police Department that had been located in this building has been moved to the water pump station on Neperan Road.
- Memo from Superintendent of Public Works regarding condition of Fire Chief's vehicles. I had requested a report from the Chief Maintenance Mechanic as to the condition of the Fire Chief's vehicles since the Fire Chief had requested the replacement of one of the Chief's vehicles in his Capital Budget request. He had also requested a new off-road response vehicle with pump and a replacement of the Fire Boat in his Capital Budget request.

Please note that all of the other vehicle replacements in the proposed Capital Budget are from DPW related budgets and the Superintendent discusses vehicle replacement with the Chief Maintenance Mechanic in the development of the Capital Budget request.

I will be including the proposed Capital Budget in the Work Session agenda for July 15. However, I wanted to provide you the proposed Capital Budget prior to July 10 to afford you additional time to review the document.

C: James Hart, Village Treasurer

CAPITAL BUDGET - 5 YEAR PLAN - GENERAL FUND 2015-2020							
Department	Total Cost	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020	
Buildings							
Installation of Indoor Vehicle Wash Rack at DPW Building	\$35,000	\$35,000					
Roof Overlay with Additional Drains - Old Police Headquarters	\$50,000	\$50,000					
EMCCC Building Repairs and Renovations (authorized by BOT on 6/10/15)	\$225,000	\$225,000					
Paint Riverside Hose Engine Room	\$12,000	\$12,000					
Repair Stairs and Wall at Riverside Hose	\$12,500		\$12,500				
Extend Deck at Washington Engine	\$10,000				\$10,000		
DPW							
Installation of Indoor Vehicle Wash Rack	\$35,000		\$35,000				
Roads, Sidewalks, Drainage - DPW							
Milling and Paving of Existing Roadways (\$139,552.19 of CHIPS funds and \$19,477.18 of CHIPS EWR funds available for FY 15-16)	\$1,200,000	\$400,000	\$200,000	\$200,000	\$200,000	\$200,000	\$200,000
Altamont Avenue Sidewalk Replacement (authorized by BOT on 6/10/15)	\$190,000	\$190,000					
Expansion of Commuter Parking on Green Street (authorized by BOT on 6/10/15)	\$18,000	\$18,000					
Sidewalk from H-Bridge to Stairs to MNRR Station	\$35,000	\$35,000					
Replace Curbs and Sidewalks	\$140,000		\$35,000	\$35,000	\$35,000	\$35,000	
Street Sign Replacement	\$20,000				\$20,000		
Recreation							
Outfitting of New Recreation Building	\$25,000	\$25,000					
Fence Replacement - Gracemere Park	\$22,500	\$22,500					
Andre Brook Pedestrian Bridge (NYSDOS Grant of \$47,300)	\$47,300	\$47,300					
Replace Skate Shack Staircase at Upper Tarrytown Lake (upper building to be demolished)	\$35,000	\$35,000					

Create Roadway and Parking Area for New Soccer Field Adjacent to Upper Tarrytown Lake	\$115,000	\$115,000				
Parking Lot Improvements at New Recreation Facility and Senior Center	\$70,000	\$70,000				
Demolish Skate Shack and replace with two story prefabricated structure including reconstruction of foundation (footings of existing structure do not need replacement)	\$300,000		\$300,000			
Rebuild decking on north side of Skate Shack	\$35,000		\$35,000			
John Deer Tractor with Front End Loader	\$25,000		\$25,000			
Replace Losee Park Perimeter Fencing	\$75,000			\$75,000		
Bathroom Facility in Losee Park	\$70,000				\$70,000	
Police						
Detective Division Video System	\$18,000		\$18,000			
Vehicle Computer Replacement	\$50,000		\$50,000			
Radio System Replacement (Desk, Vehicles, Portables)	\$300,000				\$300,000	
Street Cameras (Downtown Commercial District)	\$150,000					\$150,000
Fire						
RIT Packs (36)	\$22,000	\$22,000				
Utility 61 Cascade Booster Pump	\$15,000	\$15,000				
Scott AV-3000 Voice Amplifiers (51)	\$25,000	\$25,000				
Install Water Line to Fireboat Dock	\$10,000	\$10,000				
Hose Washer	\$15,000		\$15,000			
Server Replacement	\$10,000		\$10,000			
Install Computers in Fire Chiefs Vehicles	\$27,500			\$27,500		
Tarrytown Lakes						
Nutrient Filtration and Treatment for Upper Tarrytown Lake (authorized by BOT on 4/15/15)	\$28,950	\$28,950				
Vehicles						
DPW						
Utility Body to Repurpose H-1 as Mechanics Truck	\$12,000	\$12,000				
2007 Chevrolet (H-1 and H-3) Mason Dump Trucks	\$150,000	\$75,000		\$75,000		

1998 Mack (G-4 and G-7) Automated Garbage Trucks	\$500,000		\$250,000			\$250,000
1993 John Deere Loader	\$200,000		\$200,000			
1994 Mack Dump Truck (T-2)	\$250,000		\$250,000			
2005 Ford Explorer (C-2) General Foreman's Vehicle	\$35,000		\$35,000			
1998 International Dump Truck (T-11)	\$210,000			\$210,000		
1997 Samsung Front End Loader	\$250,000				\$250,000	
Police						
Replace Prisoner Van	\$65,000		\$65,000			
Fire						
Replacement of Consolidated Engine (\$165,000 in T2B Community Benefits fund available)	\$585,000		\$585,000			
Replace 2007 Fire Chiefs Vehicle	\$50,000		\$50,000			
Replace 2009 Fire Chiefs Vehicles	\$50,000				\$50,000	
Fireboat Replacement	\$750,000				\$750,000	
1996 E-One Pumper (Phenix Hose)	\$750,000					\$750,000
TOTAL						
	\$7,330,750	\$1,467,750	\$2,170,500	\$622,500	\$1,685,000	\$1,385,000

CAPITAL BUDGET - 5 YEAR PLAN - WATER FUND

2015-2020

	Total Cost	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020
Buildings						
Engineering for New Pump Station Building and Systems	\$45,000		\$45,000			
New Pump Station Building and Systems	\$425,000			\$425,000		
Distribution						
Cleaning and Cement Mortar Lining						
PHASE 7 - Paulding Avenue, Hudson Place, Martling Avenue, White Plains Road						
Design, Engineering, Surveying, Soil Boring and Testing	\$52,500	\$52,500				
Construction	\$2,400,000		\$2,400,000			
Construction Management	\$40,000		\$40,000			
PHASE 8 - Benedict Avenue, South Broadway, Rosehill Avenue, Fairview Avenue, Hamilton Place, Grove Street						
Design, Engineering, Surveying, Soil Boring and Testing	\$52,500	\$52,500		\$52,500		
Construction	\$2,400,000				\$2,400,000	
Construction Management	\$40,000				\$40,000	
Water Main Replacement						
PHASE 9 - South Broadway, Prospect Avenue						
Design, Engineering, Surveying, Soil Boring and Testing	\$54,500			\$54,500		\$54,500
Vehicles						
2003 Chevrolet Utility Body (W-1); Truck to be repurposed to Traffic 1	\$55,000	\$55,000				
2003 Chevrolet Pick-Up Truck (W-5)	\$35,000			\$35,000		
TOTAL	\$5,599,500	\$160,000	\$2,485,000	\$567,000	\$2,440,000	\$54,500

CAPITAL BUDGET - 5 YEAR PLAN - SEWER FUND							
2015-2020							
	Total Cost	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020	
Sewer Distribution							
Sewer Main and Manhole Rehabilitation and/or Replacement	\$500,000	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	
Engineering	\$100,000	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000	
Total	\$600,000	\$120,000	\$120,000	\$120,000	\$120,000	\$120,000	

SUNCLIFF McKEEL TO END	370	30 LF	137	\$ 13,700.00	1,233	\$ 3,391.00	\$ 17,091.00
NEPERAN RD TOWER HILL TO VILLAGE LINE	4700	30 L/F	1750	\$ 174,074.00	15666	\$ 43,083.00	\$ 217,157.00
LINE STRIPING @ \$ 0.50 L/F							\$ 6,434.50
TOTALS	12869		4262	\$ 425,274.00	38,274.00	\$ 105,266.00	\$ 536,974.50

ALTERNATE LIST

RIVERVIEW AVE GLEN ST TO BRIDGE ST	646	30 L/F	240	\$ 24,000.00	2,154	\$ 5,610.00	\$ 29,610.00
ROSEHILL NEPERAN TO ALTAMONT	1515	30 L/F	560	\$ 56,000.00	5,050	\$ 13,887.00	\$ 69,887.00
UNION AVE MARYMOUNT TO DEAD END	1113	30 L/F	415	\$ 41,500.00	3,735	\$ 10,275.00	\$ 51,775.00
MEADOW ST MILLBROOK TO SHELDON	1680	30 L/F	625	\$ 62,500.00	5,623	\$ 15,465.00	\$ 77,965.00
BIRCH WAY LEROY TO END	530	26 L/F	170	\$ 17,000.00	1,531	\$ 4,210.00	\$ 21,210.00
LEROY AVE BIRCH WAY TO LOH	777	30 L/F	290	\$ 29,000.00	2,590	\$ 7,122.00	\$ 36,122.00

LERROY AVE	235	30 L/F	87	\$ 8,700.00	783	\$ 2,154.00	\$ 9,854.00
LOH TO SO. GROVE							

LINE STRIPING @ \$ 0.50 L/F							\$ 3,248.00
	6496		2387	\$ 238,700.00	21,466	\$ 58,723.00	\$ 299,671.00

2016 PAVING LIST

LINCOLN AVE	615 L/F	28 L/F	215	\$ 21,500.00	1,935	\$ 5,322.00	\$ 26,822.00
SHELDON TO HIGH							

HIGH ST	250 L/F	28 L/F	90	\$ 9,000.00	810	\$ 2,228.00	\$ 11,228.00
LINCOLN TO DEAD END							

SOCCER FIELD ACCESS/PARKING BUDGET

MSM
JUNE 25, 2012

1. TREE REMOVAL:

REMOVE 40 TREES & STUMPS @ 800/TREE

$$40 \cdot 800 = \$32,000$$

2. GRADING 20' WIDE ACCESS DRIVEWAY:

$$715' \text{ LONG} \times 20' \text{ WIDE} = \text{SAY } 20,000 \text{ SF.}$$

3. GRADING FOR 40 CAR PARKING LOT:

$$64' \text{ WIDE} \times 180' \text{ LONG} = 11,520 \text{ SF.}$$

$$\text{SAY } 15,000 \text{ SF}$$

TOTAL GRADING FOR 2 & 3 ABOVE W/ DOZER

$$35,000 \text{ SF. SAY } 40,000 \text{ SF. @ } 10 \text{ days @ } 1500/\text{day} = \$15,000.$$

4. GRAVEL 6" THICK W/ ITEN & MIX FOR DRIVE & PARKING:

$$40,000 \text{ SF} \times 6" = 20,000 \text{ ft}^3 / 27 = 741 \text{ yds}$$

$$741 \text{ yds @ } 40/\text{TON} = \$29,600$$

5. SPREAD GRAVEL OVER ACCESS DRIVE & PARKING AREA:

$$10 \text{ days @ } \$1500/\text{day} = \$15,000$$

6. HANDI CAP PARKING AT FIELD LEVEL - 4 SPACES W/LOADING PARKING & ACCESS DRIVE - 3600 S.F.

$$\text{SUB BASE} - 3600 \times .5/27 = 67 \text{ yds}$$

$$3\frac{1}{2}" \text{ BASE COURSE} = 3600 \times 3.5 \times 12.5/2000 = 70 \text{ TONS @ } 125/\text{TON}$$

$$1\frac{1}{2}" \text{ TOP COURSE} = 3600 \times 1.5 \times 12.5/2000 = 30 \text{ TONS} = 8750$$

$$\text{SAY } \$10,000$$

$$30 \text{ TONS @ } 125/\text{TON} = 3750$$

$$\text{TOTAL ASPHALT} =$$

$$\$10,000$$

$$\text{SUBTOTAL} = 102,000$$

$$+10\% \text{ CONTINGENCY} = 10,200$$

$$\text{TOTAL COST} = 112,200 \text{ SAY } 115,000.$$







MEMORANDUM

DEPARTMENT of PUBLIC WORKS

TO: Michael Blau, Village Administrator

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

DATE: June 16, 2015

RE: Fire Dept Vehicles 2463, 2463

Below is the information requested for the two Fire Chief's vehicles, 2007 Chevrolet Tahoe 2463 and 2008 Ford Expedition 2462.

Both vehicles are generally in good working order.

2007 Chevrolet Tahoe 2463:

Needs a replacement rear bumper

There is damage to the front push bar

Requires more frequent oil level checks (leaks or burns oil)

Since new has required \$3,697 in repair/service parts

Odometer reads 80,800 miles

2008 Ford Expedition 2462:

Since new has required \$3,488 in repair/service parts

Odometer reads 69,500 miles

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

TO: Mayor Fixell and the Board of Trustees
FROM: Michael Blau, Village Administrator
RE: Retainage, Repaving Project from 2011
DATE: June 25, 2015

Attached herewith please find a claim voucher associated with the road repaving project from 2011. As you will note, there is retainage totaling \$9,936.54 that is being held by the Village associated with this project. Even though the contractor who bid this project was Petrillo Contracting, Inc., the work was performed by Core Contracting, which is the company that has partnered with a number of different contractors over the past years for paving projects. Core Contracting has gone out of business.

Our auditors have recommended that the Board of Trustees adopt a resolution transferring this sum from capital to reserve for debt service and the amount will be used in the FY 16-17 budget to help defray the cost of debt service.

CLAIM VOUCHER

**Tarrytown-on-Hudson
Municipal Building
One Depot Plaza
Tarrytown, NY 10591
914-631-7873**

Vendor No. 9990

TO: Petrillo Contracting Inc.
41 Edison Avenue
Mount Vernon, NY 10552

FOR TREASURER'S USE ONLY

Claim No. _____

Presented for	\$188,794.18
---------------	--------------

Authorized

App'd for payment: _____

Check No. _____

Date: 1/3/2012

		Village Hall 21 Wildey Street Tarrytown, NY 10591	Police Headquarters 150 Franklin Street Tarrytown, NY 10591	DPW 4 Division Street Tarrytown, NY 10591	Recreation Dept. West Main Street Tarrytown, NY 10591
QUANTITY	DESCRIPTION			UNIT PRICE	EXTENSION
	Milling and Resurfacing of Various Roads - 2011 (Tarrytown only)				
1	Payment #1			\$198,730.72	\$198,730.72
1	Retainage			-\$9,936.54	-\$9,936.54
	Shipping & Handling				
The Village has been assigned Tax Exemption No. 13-6007334 by the Dist. Dir. of Internal Revenue				TOTAL	\$188,794.18
Budget		Amount			
H.1101.450.0		\$198,730.72			
H.605.00		-\$9,936.54			
		\$188,794.18			

THE UNDERSIGNED CLAIMANT HEREBY CERTIFIES THAT THE FOREGOING CLAIM AND THE ITEMS CHARGED THEREIN ARE JUST, TRUE AND CORRECT. THAT THE DISBURSEMENTS, SERVICES AND ARTICLES CHARGED THEREIN HAVE IN FACT BEEN ACTUALLY MADE, RENDERED AND FURNISHED. THAT NO PARTS THEREOF HAS BEEN HERETOFORE PRESENTED FOR PAYMENT, PAID, SATISFIED OR OTHERWISE SETTLED AND THERE ARE NO OFFSETS AGAINST THE SAME. THAT THE PRICES CHARGED ARE TRUE, CORRECT, NOT EXCESSIVE AND FOR THE FAIR AND TRUE VALUE THEREOF AND IN ACCORDANCE WITH THE TERMS OF ANY CONTRACT OR AGREEMENT THEREFOR AND THAT ALL FEDERAL AND STATE TAXES FROM WHICH THE VILLAGE OF TARRYTOWN IS EXEMPT ARE NOT INCLUDED IN THIS CLAIM.

TITLE



TOWN of GREENBURGH

OFFICE OF THE SUPERVISOR

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

PAUL J. FEINER
Supervisor

June 22, 2015

RECEIVED

JUN 24 2015

TARRYTOWN VILLAGE
ADMINISTRATOR

Board of Trustees
Village of Tarrytown
1 Depot Plaza
Tarrytown, NY 10591

Dear Honorable Board Members,

Just a short note advising you that the town has started to seriously explore the possibility of building a new Police Headquarter/Courthouse. Alan Hochberg is preparing a video presentation (which should be complete on or about September 1st) highlighting the numerous problems with our current buildings.

The next action step: exploring possible locations for a new Courthouse/Police HQ, hiring architects to come up with a design and educating the public about the need for this investment in our future. Under NYS law, buildings are paid for by the A budget, which includes the villages. Inasmuch as village tax dollars could be spent on this initiative, I am wondering if your village might be interested in exploring the possibility of benefitting from the new building. Two possible studies come to mind:

- 1) Merging the Town/Village Courts. The current Village Court Judges should be appointed Town Judges during the transition. Having one Courthouse for the entire town.
- 2) When the town gets their new Courthouse - transferring all administrative functions to a Greenburgh Town Court system. The Judges would continue to serve their respective villages.

If any of these suggestions would be implemented it would result in significant savings to each of the villages and help you comply with the tax cap. Your budget for the courts would be transferred to the A budget - helping to reduce your village taxes.

Please advise if you are interested in exploring this.

Sincerely,


Paul J. Feiner
Town Supervisor

To be on the Town of Greenburgh's Automatic e-mail alert list, e-mail me at pfeiner@greenburghny.com
Money Magazine: Greenburgh - A Best Place to Live in America Winner (2008)



RECEIVED

JUN 24 2015

Robert P. Astorino
County Executive

TARRYTOWN VILLAGE
ADMINISTRATOR

Department of Public Safety

George N. Longworth
Commissioner-Sheriff

June 22, 2015

Mayor Drew Fixell
Village of Tarrytown
One Depot Plaza
Tarrytown, New York 10591

Dear Mayor Fixell:

The current Mutual Aid and Rapid Response Inter-Municipal Agreement (IMA) between the Village of Tarrytown and the County of Westchester Department of Public Safety will expire on July 30, 2015. If you would like to continue participating, please sign and notarize the attached IMA. Also included are the Municipality's Acknowledgement and Certificate of Authority.

Once the paperwork is completed, please return all to me for processing. A fully executed electronic copy will be forwarded to you for your files.

If you have any questions, please contact me at (914) 864-7853 or email jkm3@westchestergov.com.

Sincerely,

DEPARTMENT OF PUBLIC SAFETY
Westchester County Police

George N. Longworth
Commissioner-Sheriff
By:

Joy K. Mathai

Joy K. Mathai
Director of Administrative Services

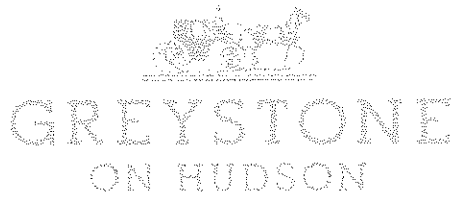
GNL/JKM/cs
Attachment

A New York State Accredited
Law Enforcement Agency

Saw Mill River Parkway
Hawthorne, New York 10532

Telephone: (914) 864-7700 Website: westchestergov.com





June 27, 2015

Mayor Fixell, Members of the Board of Trustees and Michael Blau
Village of Tarrytown
1 Depot Plaza
Tarrytown, NY 10591

Re: Greystone on Hudson Subdivision – Road Name

Dear Mr Blau, Mayor Fixell and Board of Trustees Members,

I was told in order to get our roads on an official map that we had to write a letter requesting the same. As you may already know we have launched Greystone on Hudson and our clients are having a hard time finding us because it is not on GPS, Can you please make Carriage Trail an official road.

Thanks very much

A handwritten signature in black ink, appearing to read "Andy Todd", with a stylized flourish at the end.

Andy Todd

President

Village of Sleepy Hollow

Ken Wray
Mayor
(914) 366-5107

Jennifer Lobato-Church
Deputy Mayor

TRUSTEES
Dorothy Handelman
John Leavy
Glenn Rosenbloom
Denise L. Scaglione
Karin Wompa
(914) 366-5107



Anthony P. Giaccio
Village Administrator
(914) 366-5105

Paula A. McCarthy Tompkins
Village Clerk-Registrar
(914) 366-5106

Sara A. DiGiacomo
Village Treasurer
(914) 366-5144

June 25, 2015

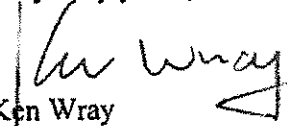
Rivers Edge Tarrytown LLC
Rivers Edge Sleepy Hollow LLC
485 West Putnam Avenue
Greenwich, Connecticut 06830
ATTN: Joseph Cotter, President

Re: River's Edge Project in Village of Sleepy Hollow; Village of Tarrytown Water

Dear Mr. Cotter:

The Board of Trustees of the Village of Sleepy Hollow passed the attached resolution at our meeting of June 23, 2015, to permit the Village of Tarrytown to furnish water service and supply to the property of Rivers Edge Sleepy Hollow, LLC at 11 River Street, Sleepy Hollow, New York, temporarily pending Sleepy Hollow's installation of facilities that will enable it to furnish that property with water service and supply.

Very truly yours,


Ken Wray
Mayor
Village of Sleepy Hollow

Meeting Date: 06/23/2015
Resolution #: 06/ /2015

**Resolution of the Board of Trustees of Village of Sleepy Hollow Authorizing
Rivers Edge Use of Tarrytown Water Supply**

Be it resolved that the Village of Sleepy Hollow shall permit the Village of Tarrytown to furnish water service and supply to the property of Rivers Edge Sleepy Hollow, LLC at 11 River Street, Sleepy Hollow, New York, temporarily pending Sleepy Hollow's installation of facilities that will enable it to furnish that property with water service and supply; and be it further.

Resolved that Board of Trustees authorizes the Mayor to communicate this permission to Rivers Edge Sleepy Hollow, LLC.

Move: Lobato-Church

Second: Leavy

Vote: Unanimous

Absent: Handelman

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

TO: Mayor Fixell and the Board of Trustees
FROM: Michael Blau, Village Administrator
RE: Pedestrian Tunnel, MNRR
DATE: July 2, 2015

Previously I had conveyed to the Board the fact that the consultant (Dennis Noskin Architect) employed by the Village to complete the feasibility study for the reopening of the pedestrian tunnel attempted to access the tunnel and was unable due to the easterly end of the tunnel being filled with dirt up to the top of the tunnel. Since the consultant was unable to gain entry to the tunnel, the extent of the dirt in the tunnel is unclear at this time. The consultant, Village Engineer and I met with representatives from MNRR at the site to discuss concepts for the Village to gain access to clear out the tunnel to move forward with the feasibility study. The Village will have to obtain a permit from MNRR for any proposed work to clear the tunnel of dirt. MNRR did not have issues with our proposed concept, which includes removing the top of the tunnel on the easterly side to gain access for a machine to clean out the dirt. However, MNRR warned that the project should not extend beyond the existing fence line for the railroad.

I thereafter requested that the consultant provide a best case and worst case cost scenario for the dirt removal. This is a cost that the Village would have to incur in order to move forward with the feasibility study and would not be paid from the grant funds available for the feasibility study from the NYSDOS. Below please find the cost proposals from the consultant.

As per your request, I have thought about the best and worst case scenarios about accessing the tunnel. Please bear in mind that these are only estimates to try to figure out the cost magnitude. You may want to consult with your DPW to verify these tasks and the associated costs.

Best Case Scenario

- The area is fenced off. (\$1,800)
- Excavation includes part of the side walk and pedestrian traffic is re-routed with concrete Jersey barriers (it will impede in to the street a little)(\$3,500)
- The excavation is minimized over the roof of the current closed in structure. When the parameter of the concrete slab are ascertained, equipment (backhoe) shall be used to remove the slab in its entirety (as one piece). Store for future replacement. (\$9,500)

- With the lid (slab) removed, dewatering the current area and testing the air quality is essential. (\$1,500)
- Then backhoe bucket can be used whereby manual excavation can be employed. Assuming only the steps have soil content (about 25 yards of material) (\$9,500)
- Removed material needs to be tested (\$1,500)
- Material (assuming 'clean') needs to be carted away. (\$5,500)
- Concrete slab or new steel plates need to span exposed excavation (\$4,500)
- Back fill and repair sidewalk (\$4,500)
- Remove fence and jersey barriers (\$2,500)

*Estimate: \$44,300

Worst Case Scenario

- The area is fenced off. (\$1,800)
- Excavation includes part of the side walk and pedestrian traffic is re-routed with concrete Jersey barriers (it will impede in to the street a little) (\$3,500)
- The excavation extends a little further than the parameter of the concrete slab. Slab cannot be removed by lifting and the material needs to be chipped, jack hammered and broken into removable pieces. (\$14,000)
- With the lid (slab) removed, dewatering the current area and testing the air quality is essential. (\$1,500)
- Then backhoe bucket can be used whereby manual excavation can be employed. Assuming the steps and 15 feet of the tunnel have soil content (about 100 yards of material) (\$17,000)
- Removed material needs to be tested (\$2,000)
- Material needs to be carted away. (\$12,500)
- Pour a new reinforced concrete slab or new steel plates need to span exposed excavation (\$9,500)
- Back fill and repair sidewalk (\$4,500)
- Remove fence and jersey barriers (\$2,500)

*Estimate: \$71,800

*All estimates are based on these assumptions and there could be a large magnitude of error. Wages for labor are considered to be the Prevailing Wage.

The grant for the feasibility study totals \$82,500 with an equal match from the Village. I would like to discuss whether the Board wants to continue to move forward with the feasibility study based upon the access issue and thereafter appropriate funds for the additional work associated with the feasibility study.

Kathy Deufemia

From: Mike Blau
Sent: Monday, July 06, 2015 2:38 PM
To: Kathy Deufemia
Subject: FW: The Milkweed Patch Sign for Neperan Park

Work Session

From: Patricia Pinckney [<mailto:patriciapinckney@gmail.com>]
Sent: Monday, July 06, 2015 2:38 PM
To: Mike Blau
Cc: Carla Sapienza
Subject: The Milkweed Patch Sign for Neperan Park

Mike

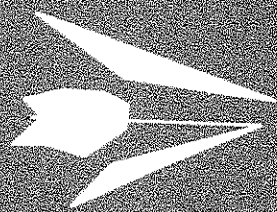
Per our conversation re the Little Gardens of Tarrytown sign for Neperan Park:

- The Milkweed Patch sign will be similar in size and design to the Native Gardens sign presently installed in Neperan Park by the Little Gardens of Tarrytown
- The Milkweed Patch Sign will be installed at the site of the already planted milkweed patch within Neperan Park
- Sign has been designed and will be produced by Sign Extreme upon approval of the Architectural Review Board.
- Sign to be approved by ARB with no application fee and without approval of the surrounding neighbors.
- Three members of ARB are also members of LGTT. These members will be permitted to participate on the approval/disapproval of said sign.
- Sign to be installed by the Village (we did not discuss this, however I think that the Village installed the Native Gardens sign. Please comment and approve if you agree)
- The next scheduled ARB meeting is on Wednesday, July 15. Given that notification of neighbors is not required, when must the application be received to be on the agenda for the July meeting? For August meeting?

I am on vacation, however I will be responding to emails and passing the information on to LGTT members.

Thank you for paving the way for a smooth approval and installation of this sign.

Patricia

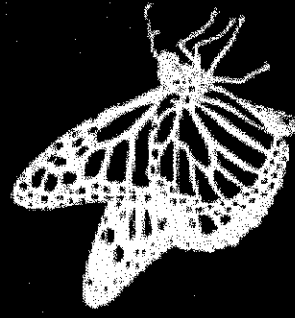


Native Plant Garden

Established by

Little Gardens of Tarrytown

September 2008



The Milkweed Patch

A natural habitat for monarchs and other butterflies

Planted by

Little Gardens of Tarrytown

June 2014

VILLAGE OF TARRYTOWN
- Internal Memorandum -

DATE: July 7, 2015

TO: Michael Blau, Village Administrator

FROM: James J. Hart, Village Treasurer

SUBJECT: Briarcliff Sub Station money

As per our discussion I would like to bring up a topic that was discussed in conjunction with the purchase of our new water meters for the entire Village and the agreement we were in discussion with Briarcliff Manor on allowing them to build a sub-station on our property. This discussion was held around 2004 or 2005 at a worksession so the only two members that might remember it would be Mayor Fixell and Trustee Basher.

Summarizing what was said is that the money from Briarcliff Manor fees would be partially used for the purchasing and related costs for the installation of the new water meters. The cost of those meters was around \$700,000 and it was felt at that time this was a good way to pay for them. Obviously since the negotiations took many years to complete this idea never came to fruition.

I bring this up for the Board to review in light of the financial fact that the General Fund at this time is in real good shape and the Water Fund with all its upcoming projects could benefit from the funds.

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

TO: Mayor Fixell and the Board of Trustees
FROM: Michael Blau, Village Administrator
RE: Fund Balance Appropriation
DATE: July 8, 2015

The Board has authorized three planning projects and the consultants were being paid from the Trust and Agency account established for the deposit of funds from Hudson Harbor associated with the Fourth Amended and Restated Agreement. The three planning projects were train station area study 1 and 2 and the Office Building and Mixed Use Zoning Districts review. The Village auditors have said that the said Trust and Agency funds must be moved into fund balance in the General Fund and based thereon, these funds are no longer available for drawdown to pay for the consultants.

The amount of the contracts for the planning studies are:

- | | |
|----------------------------------|----------|
| • Train Station Area Study #1 | \$11,500 |
| • Train Station Area Study #2 | \$85,000 |
| • OB & MU Zoning Districts Study | \$18,500 |

To date, the Village has expended \$22,981.51 of the contracted amount of \$115,000. Of this expended amount, \$440.30 is for reimbursables. Based thereon, there is \$92,458.79 remaining to be paid pursuant to the contracts. I would recommend that the Board appropriate fund balance in the amount of \$95,000 (to cover contract amount remaining and additional reimbursables). The amount appropriated would be placed in the Planning Board, Contractual (A8020.420) line item.