

**VILLAGE OF TARRYTOWN
BOARD OF TRUSTEES
WORK SESSION 6:15 P.M.
WEDNESDAY, MARCH 13, 2019
Tarrytown Village Hall
One Depot Plaza, Tarrytown, New York**

Board of Trustees Concerns

Open Session

1. Proposed Amendments ARB Law
2. Discussion – Fire Department - Age Restrictions
3. Continued Discussion - Fees
4. Agreement with Greenburgh Drug and Alcohol Task Force
5. Service Award Program – Fire Department
6. Memorial Day Parade
7. IMA with Westchester County – Organic Waste
8. Funding for Litfest 2019-2020
9. DEC Estuary Grant
10. Fire Department Membership Changes

LOCAL LAW ____ - 2019

A local law to amend Chapter 9 of the Code of the Village of Tarrytown entitled Architectural Review Board to amend the review of certain building permit applications by the Architectural Review Board

Section 1. Be it enacted by the **Board of Trustees** of the **Village of Tarrytown** as follows (Language in **Bold and Underlined** to be added, language in ~~**Strikethrough and bold and underlined**~~ to be deleted):

Section 2. Chapter 9, Section 4. (A) "Referral of applicants for building permits" shall be amended to read as follows:

Chapter 9, Section 4. (A) shall be re-titled – Referral of applicants for building permits or other work for Architectural Review."

Section 3. Chapter 9, Section 4. (A) "Referral of applicants for building permits or other work for Architectural Review" shall be amended to read as follows:

Except where an application for a certificate of appropriateness must be submitted to the Architectural Review Board pursuant to the Landmark and Historic District Act (Chapter 191, Historic Districts and Landmarks), every application for a building permit shall be referred by the Building Inspector to the Architectural Review Board, provided that:

- (1) ~~There will be construction, reconstruction or alteration of any building or structure that affects the exterior appearance of the building or other structure and is visible from any public street;~~
- (2) ~~The proposed plans include construction, reconstruction or alteration of any deck or uncovered porch that affects the exterior appearance of the building or other structure, is visible from any public street and exceeds 25 square feet, including steps;~~
- (3) ~~The proposed plans include construction, reconstruction or alteration of existing/new windows or security grills that affect the exterior appearance of the building or other structure and are visible from any public street; or~~
- (4) ~~The proposed plans include construction, reconstruction or alteration of any fence or wall exceeding three feet in height or 20 feet in length that is visible from any public street.~~ **involving any of the following shall be referred by the Building Inspector to the Architectural Review Board:**

ARB review is required for applications requiring Planning Board approval, as well as other projects, which are as detailed as follows:

1. Construction of a new building
2. Reconstruction or rehabilitation of buildings with prior Architectural Review Board approval, which differs from that prior ARB approval;
3. Rehabilitation of buildings that involves more than replacement with materials (windows, doors, siding, or garage doors) that are not of the same kind, and which are visible from a public street. For example, while replacement of wood double-hung windows with vinyl double hung windows would not require ARB approval, replacement of double-hung windows with casement windows would.
4. Additions that increase the existing building footprint by 25% or more;
5. Architectural amendments to buildings or structures that were built before 1929, and which are visible from a public street
6. Fences that are in the front yard or front-yard set back and higher than 4 feet
7. Retaining walls that front along a public street
8. Standalone walls (for example walls that are used as dividers, and not retaining walls) that are in the front yard or front-yard set back and higher than 4 feet
9. Applications for signage or awnings;
10. Applications for a property within the Restricted Retail RR Zone or commercial properties outside the RR Zone involving:

(a) Construction, reconstruction or alteration of any building or structure that affects the portion of the exterior appearance of the building or other

structure that is visible from any public street, except applications involving only fences, retaining walls, steps, and /or sidewalks;

(b) Construction, reconstruction or alteration of any deck or uncovered porch that affects the exterior appearance of the building or other structure, is visible from any public street and exceeds 25 square feet (such size calculation shall include any steps); or

(c) Construction, reconstruction or alteration of existing/new windows or security grills that affect the exterior appearance of the building or other structure and are visible from any public street.

(d) Painting using different colors than those that exist on the building, that affect the exterior appearance of the building or other structure and are visible from any public street.

4. B. Exceptions – Since it is the intent of the Board of Trustees to provide a process for routine maintenance or changes and upgrades to buildings that do not result in major, detrimental departures from the original construction and design of a structure, applications that are excepted from ARB review include:

1. additions that increase the existing building footprint by less than 25% for buildings built after 1929 (see section 4. A. 5.)

2. fences that are only in the rear yard or side yard set back, and not fronting on a street

3. retaining walls that are not visible from the street, or not adjoining to the neighboring property

4. steps, and/or sidewalks

5. painting a building or structure the same colors

6. painting a building or structure and changing colors from the existing colors, with colors in the Benjamin Moore Historical Color Chart, and the Benjamin Moore White and Off-White Color Charts, as they may be updated from time to time,

maintained in the Building Department, or an equivalent color palette that has only slight variations in color hues.

7. Adding storm widows to existing windows without making further changes.

Section 4: The current Section 9-4 (B), (C), and (D) should be renumbered to 9-4 (C), (D) and (E).

Section 5: Supersession of other laws.

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

Section 6: Severability

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

Section 7: Effective Date

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

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Resolution establishing the minimum age as 18 years for firefighters in the Tarrytown Fire Department to participate in heightened risk activities in the Tarrytown Fire Department

BE IT RESOLVED, that the Board of Trustees of the Village of Tarrytown hereby establishes the minimum age for firefighters to perform heightened risk activities as eighteen (18) years of age, and firefighters under the age of eighteen (18) are prohibited from performing heightened risk activities, which include but are not limited to the following:

- Participating in any way in emergency responses and firefighting duties
- Performing the duties of an interior firefighter
- Operating any tools or equipment or machinery
- Operating any Fire Department vehicle or apparatus
- Entering upon any fire scene unless and until it has been deemed safe and relinquished as a fire scene by the Fire Chief
- Other similar or related heightened risk activities

And be it further resolved that the Village Clerk and the Village Administrator shall communicate this policy to the Tarrytown Fire Department for them to be included in the policies, procedures and bylaws of the Tarrytown Fire Department.

VILLAGE OF TARRYTOWN - MASTER FEE SCHEDULE Established 4/6/2009			
TYPE OF PERMIT	FEE		Date Amended
Alarm User Permit	\$75 Residential - (2-year permit) \$150 Commercial (2-year permit)		9/17/2012 9/17/2012
	Renewal - \$50 Residential (2-year permit) Renewal - \$100 Commercial (2-year permit)		9/17/2012 9/17/2012
Architectural Review Board	\$100 Application + \$2 per \$1,000/cost		8/21/2017
Bingo	\$25 per occasion		
Birth/Death Certificates	\$10		
Blasting	\$500 + \$250,000 Bond & Cert. of Insurance		
Boat Launching	\$50 resident seasonal annual (expires in Dec.)		
Boat Permit (Tarrytown Lakes)	\$50 resident seasonal annual (expires in Dec.) Per Boat		
Building Legalization	Building Permit Fees Doubled		
Boat Live Aboards	\$1,100 per boat		
Building Permits	\$100 + \$19 per \$1,000 (Renovation)		8/21/2017
	\$100 + \$3.00 per sq. ft. New Residential (All Floor Areas)		8/21/2017
	New Commercial \$100 + \$4.00 per sq. ft. (All Floor Areas)		8/21/2017
	\$100 Re-inspection Fee - All		8/21/2017
	Plan Amendment Fee - \$100 each submission		8/21/2017
	Construction Operations outside of permitted hours [\$215.6B(1)]- 25% Extra permit fee charged by Building Dept.		11/3/2009
Electrical Permits	0-\$499 = \$100		8/21/2017
	\$500-\$999 = \$110		8/21/2017
	\$1,000-\$1,999 = \$125		8/21/2017
	\$2,000-\$3,999 = \$135		8/21/2017
	\$4,000-\$9,999 = \$190		8/21/2017
	\$10,000-\$50,000 = \$275+2.35% of value over \$10,000		8/21/2017
	\$50,000 and over = \$1,790.00		8/21/2017
Plumbing Permit Fees	\$100 application fee (Charge for add'l fixtures over 4)		8/21/2017
	Charge for Additional Fixtures over 4 - \$10/fixture		8/21/2017
	\$50 roughing inspection		8/21/2017

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	\$50 testing	8/21/2017
	\$50 in-ground sewer or gas	8/21/2017
	\$50 gas test	8/21/2017
	\$50 final inspection fee	8/21/2017
	\$100 reinspection fee	8/21/2017
Carting	\$250 per Company; \$100 per truck	
Certificate of Compliance	Included in Building Permit Fee	
Certificate of Occupancy	Included in Building Permit Fee; \$20 for copy of C.O.	4/29/2015
Circus and Carnivals	Private \$25 + \$1 million insurance; Charitable - no fee but \$1,000,000 ins.	
Cross Control Program	\$50 Administration Fee	
Curb Cut - Repair/Replacement	\$15.00/lineal foot - Minimum Fee: \$100.00 - Security Deposit: \$500.00	12/16/2013
Dance Halls & Cabarets	\$150 per year or \$10 per day	
Dog Licenses	As of 1/1/2011 - Dog Licenses are issued by Town of	
Village Dump	Dumping of Leaves at Village Dump - \$20 per load	4/3/2018
Dumpsters	\$15/day + \$200 deposit; add'l \$40/day if parking space used	
Excavation or Fill	\$100	
False Alarms	1-2/year = No Charge	
	3/year - \$25	
	4/year - \$75	
	5/year - \$150	
	6 or more/year - \$250 per occurrence	
Filming/Photo Shoot	Public Property - \$2,500 - 1st day; \$2,000 each day thereafter	4/3/2017
Filming hours - 7 a.m. - 10 p.m.	Private Property - \$1,500 - 1st day; \$1,000 each day thereafter	4/3/2017
Additional fee set by the Board of Trustees	Non-for-profit - \$250 - 1st day; \$125 each day thereafter	12/21/2010
shall be paid to the Village for either early start or late completion	Student - \$100 - 1st day; \$50 each day thereafter	12/21/2010
	Reserved Parking Space - \$40 per space per day (all categories)	
Fingerprints - Non-Criminal	\$25	
Fire Hydrant Use	\$100 + \$25 turn on + \$25 turn off	

Fire Inspection Fees	(amended fees adopted 5/18/09)	5/18/2009
Multi-Family	FEE	
1-4 Units	\$100.00	
5-10 Units	\$150.00	
11-20 Units	\$225.00	
21 or more	\$325.00	
Commercial		
Restaurant	\$100.00	
Church	\$100.00	
Store	\$100.00	
Multi-Family plus Commercial	Fee for Multi-family + \$100 for ea. commercial use in structure	
Other		
Private Club & Social Institution	\$100.00	
without Residential Rooms		
Private Club & Social Institution	\$100 + \$10/residential room	
with Residential Rooms		
Private School	\$100.00	
Public School	No Fee	
Municipal Building	No Fee	
Private Residential School	\$250 + \$10/residential	
Hotel	\$250 + \$10/hotel room	
Office Building	Up to 5,000 sq. ft. - \$150.00 \$150 + \$25 for ea. Add'l 1,000 sq.ft.	
Fire Sprinkler Service	\$50 application; \$10/\$1,000 of cost of construction	
Fishing (Buttons)	Tarrytown Resident - \$5 Tarrytown Resident over 62 and under 16 - Free Sleepy Hollow Resident - \$10	
	Town of Greenburgh and Town of Mt. Pleasant Residents - \$15	4/4/2011

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FOIL and Documents	\$.25/page; videos and DVD's \$20/1 DVD or Video; \$25/2 DVD or Videos of same meeting; Village Code -\$150; Certified Copy of Elec. License - \$5	
Food Scrap Recycling Kit	\$20/kit	12/3/2018
Freshwater Wetlands Permit	\$150	
Games of Chance	\$25 per occasion	
Good Conduct Letters	\$25; No charge for Government Agencies	
Green Industry Contractors	\$150 - Business Permit; \$25/truck	
Hydrants, Private (unmetered)	\$100 per year per hydrant	
Hydrant Meters	\$50 permit fee. First Week or parts thereof:	
	1st Hydrant = \$100; 2nd Hydrant = \$50; Each add'l hydrant =	
	Each Additional Week: 1st Hydrant = \$100; 2nd Hydrant = \$50;	
	Each add'l Hydrant = \$25; If parking space is used =	
Laundromats	\$100 per year	
Parking Meter Rates	(On-street and all parking lots with exception of long-term parking lots and on-street meters designated for long-term parking) -\$.25 for fifteen minutes	12/18/2017
Parking Meter Rates Long Term Parking	(On-street long term meters on Cortlandt Street and Lower Main Street; parking lots and areas on west side of Metro North Commuter Railroad tracks, South Depot Parking Lot and parking lot north of Village Hall) - \$1.50 per hour to a maximum of \$12.00 per day	4/6/2015
Parking Permits	Resident \$425/year; \$310/semi-annual	2/6/2018
	Non-Resident \$1,275/year; \$825/semi-annual	2/6/2018
	Non-Resident Business \$310/year; \$250/Semi-Annual	5/1/2017
	Resident Carpool \$410 + \$80 each add'l car; Semi-Annual \$300 + \$55 each add'l car	5/1/2017

	Non-Resident Carpool \$1,225 + \$145 each add'l car; Semi-Annual \$795 + \$115 each add'l car	5/1/2017
Parking Permits	One Day Parking Permit-\$5 Resident	
	Vacation Permit \$5/day (3 day minimum; 14 day maximum)	
	Transfer Fee - \$5.00	
Parking Permits - Commercial Vehicles	Semi Annual Annual	
Resident Commercial - Section 291-49.A.A.	\$365.00 \$600.00	2/6/2018
Non-Resident Commercial - Section 291-49.A.A.	\$470.00 \$780.00	2/6/2018
Resident Commercial - (oversized vehicle) Section 291-49.A.B.	\$520.00 \$875.00	2/6/2018
Non-Resident Commercial - (oversized) Section 291-49.A.B.	\$650.00 \$1,135.00	2/6/2018
Business Commercial Parking Permit - Cortlandt Street (metered parking spaces 4050 through 4061)	\$750 per parking space	12/3/2018
Pawnbrokers	\$100 per year	
Peddlers & Solicitors	Annual: Resident: \$150; Non-Resident: \$250.00	9/21/2010
	Semi-Annual: Resident: \$100.00; Non-Resident: \$200.00	9/21/2010
Planning Board	Site Plan = \$600 + \$30 per parking space +\$60 each dwelling	8/21/2017
	Subdivision = \$1,000 + \$1,255/lot	
	Recreation Fee (2012) = \$9,392.00/increases annually in	5/7/2012
	Escrow = \$2,500 - \$10,000 as determined by Planning Board	
	Recreation Fee For each new dwelling unit lot created	
Police Accidents Reports	\$5.00 per report	12/21/2015

Police Dept. FOIL	For minor FOIL requests, such as police reports, which are readily available - 25 cents per page. When a FOIL request requires significant effort - 2 hours or more - then the actual cost of the lowest paid employee who has the skill to fulfill the request as well as a fee based on the storage medium used shall be charged.	12/7/2009
Property Searches	\$100	
Recreation Programs		
Adult Basketball	Fall/Winter - \$1,400/team	2/6/2018
Adult Softball	Summer Men's - \$1,500/team	2/19/2019
	Summer Coed \$1,500/team	2/19/2019
	Fall Men's - \$900/team	2/19/2019
Adult Volleyball	Adult Volleyball - \$650/team	2/6/2018
Adult Exercise	\$120 (12 sessions)	9/4/2012
(Aerobics, Pilates and Zumba)		
Babysitting Course	\$85 (2 night program)	8/31/2012
Fitness Center	Child (16 - 17) - 1 Year \$200.00 - 6 mos \$120.00	9/29/2016
	Adult (18+) - 1 Year \$300.00 - 6 mos \$180.00	9/29/2016
	Couple - 1 Year \$450.00 - 6 mos \$270.00	9/29/2016
	Family Plan - 1 Year \$600.00 - 6 mos \$360.00	9/29/2016
	Senior Citizen (60+) 1 Year \$150.00 6 mos \$90.00	11/21/2016
	Full Time College Student (Must provide valid college I.D. - 1 Year \$150.00	11/21/2016
	Guest Fee (Must come with a Member) - \$15/day	11/21/2016
Ice Skating	Resident 18+ \$10 season	
	17 and under \$5 season	
	Resident Senior \$5 season	
	Non-Resident \$5 per day	
Kayak Storage Rack	Season Rental of Kayak Storage Rack - \$150 per space	4/3/2018
Loose Park Fields	Without Lights \$125/hour (3 hour/\$375 minimum)	2/4/2019
	With Lights \$150/hour (3 hour/\$450 minimum)	

Pee Wee Baseball	\$20 (7 sessions)	5/19/2014
Pierson Park Pavilion	\$250 Residents; \$500 Non-Residents (\$50 non-refundable)	5/19/2014
Performance Pavilion	Performance Pavilion for casual use - Resident Fee - \$50/hour up to of three (3) hours. Non-residents may not rent the Performance Pavilion	5/19/2014
Pilgrim Run	Resident (pre-registered) \$20	5/16/2011
	Resident (day of race) \$25	5/16/2011
	Non-Resident (pre-registered) \$25	5/16/2011
	Non-Resident (day of race) \$30	5/16/2011
Summer Day Camp	Paid By: Apr 30 Resident: \$310	2/4/2019
	Paid By: Apr 30 Non-Resident: \$350	2/4/2019
	Paid By: Apr 30 Scholarship: \$230	2/4/2019
	Paid By: May 31 Resident: \$330	2/4/2019
	Paid By: May 31 Non-Resident: \$370	2/4/2019
	Paid By: May 31 Scholarship: \$250	2/4/2019
	Paid By: June 30 Resident: \$350	2/4/2019
	Paid By: June 30 Non-Resident: \$390	2/4/2019
	Paid By: June 30 Scholarship: \$270	2/4/2019
Summer Tot Camp	Paid By: Apr 30 Resident: \$270	2/4/2019
Fee - Per 2-Week Session	Paid By: Apr 30 Non-Resident: \$320	2/4/2019
	Paid By: Apr 30 Scholarship: \$190	2/4/2019
	Paid By: May 31 Resident: \$290	2/4/2019
	Paid By: May 31 Non-Resident: \$340	2/4/2019
	Paid By: May 31 Scholarship: \$210	2/4/2019
	Paid By: June 30 Resident: \$310	2/4/2019
	Paid By: June 30 Non-Resident: \$360	2/4/2019
	Paid By: June 30 Scholarship: \$230	2/4/2019
Scaffolding Permit	\$50	
Sanitary Sewer &	\$50 application fee +\$40/day for use of parking space	
Stormwater Connection	\$350 for connection for tap into manhole or catch basin	
	\$1,000 for tap into sewer line	
Shopping Carts Left on Streets	\$25	

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Sidewalk Café	Café - \$100 plus \$3.50 s.f.	2013
Sidewalk Vending	Vending - \$250	10/21/2013
Vending	Boards only - \$100	
Sidewalk Musicians	\$10 annually (a maximum of 4 sidewalk musician permits issued per year)	10/21/2013
Sidewalk Closing	\$25 + \$40 per day for parking spaces + \$250 security deposit	
Sandwich Board Permits	\$100.00/year	10/21/2013
Sidewalk Opening Permit	\$3.00/square foot - Minimum Fee: \$100.00 - Security Deposit - \$1,000.00	12/16/2013
Signs	Single faced less than 25 sq. ft. - \$50	
	Single faced 25 sq. ft. or more - \$50	
	Double faced - \$50	
	Awning Sign - \$50	
	Illumination on Sign - \$25 add'l.; Flood Lighting - \$25	
	Floodlighting - \$25	
	\$500	
Special Use Permit (Board of Trustees)	\$150	
Steep Slopes Clearance Application	\$3.00/square foot - Minimum Fee: \$100.00 - Security Deposit - \$1,000.00	
Street Opening Permit		
Swimming Pool Fees - Residents Only	Family Rate (2 Adults and no limit on number of children up to 21 years of age) - \$400.00	1/17/2017
	Individual (21 years of age or over) - \$200.00	1/17/2017
	Student (age 14 to 21) - \$100.00	1/17/2017
	Senior Citizen (60 and older) - \$100.00	1/17/2017
	Nanny Au pair - \$200.00	1/17/2017
	Daily Rate (age 4 and older)* - \$10/weekday; \$15/weekend	1/17/2017
	Daily Rate (age 3 and younger) - no charge	1/17/2017
	*Maximum number of guests (daily rate) per member - 2	1/17/2017
	Daily Rate/fee per Resident - \$50 for pool card, plus \$10 per	4/16/2018

	day per resident - Monday - Friday and \$15 per day per resident - Saturdays, Sundays and Holidays. No guests allowed for holders of the day passes	
	Early Morning Lap Swim - Monday - Thursday, 5:30 a.m. - 8:30 a.m. and Sunday, 8:00 a.m. - 9:45 a.m. Pool Members - \$50/season - Non-Pool Members - \$80/season	6/19/2017
	Business License \$250/year	
Taxi/Livery	Taxicab Fee \$100 each car	
Taxi Fares	\$5 within Village; \$1 each add'l person to same stop	12/1/2017
	Senior Citizens (62+) \$4 within Village; \$1 each add'l person same stop	12/1/2017
Reproduction of Westchester County Taxi & Towing License	\$10.00	10/15/2012
Towing License	\$250 Business License	
Towing Rates	Non-commercial vehicles within the Village of Tarrytown - \$125.00	12/19/2016
	Per mile outside a 2-mile radius of the Village line - \$5.00	8/16/2010
	Flat Bed Service - \$175.00	8/16/2010
	Road Service - \$75.00	8/16/2010
	Winching Rates - \$105.00	8/16/2010
	Rollover - \$200.00	8/16/2010
	Storage Fee Per Day \$50.00	12/19/2016
	Pick up prior to vehicle being hooked to tow truck - \$75.00	12/19/2016
	After hours retrieval of towed vehicle - \$65.00	12/19/2016
	Yard Charge - \$65.00	12/19/2016
	Non-Crime Resident - \$15.00	12/19/2016
Towing - Impounds	Non Crime Non-Resident - \$20.00	12/19/2016
	Crime - Resident - \$40.00	12/19/2016
	Crime - Non-Resident - \$45.00	12/19/2016
Tree Permit	No Charge unless matter referred to Arborist; if referred, must	
Vacation Permits	\$5/day (14 consecutive days maximum) McKeel Parking Lot	

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Video Games	\$100 - 1st Machine;	
	2nd & 3rd Machine \$50 (3 Maximum)	
	Renewal: \$50 - 1st Machine;	
	2nd & 3rd Machine \$25/machine (3 Maximum)	
Water - Final Meter Read	\$25	
Water Main Tapping Fees	3/4" - \$350	
	1" - \$400	
	Inspection Fee \$75 per tap if Village does not perform tap	
Water Rates	RESIDENTIAL: Within Village \$80.45 per 1,000 cubic feet	7/17/2017
	Senior Citizens within Village - \$59.99 per 1,000 cubic feet	7/17/2017
	Outside Village Resident: \$120.67 per 1,000 cubic feet	7/17/2017
	<u>Inside Village Commercial</u>	
	\$82.74 per 1,000 cubic feet for first 2,000 cubic feet	7/17/2017
	\$99.30 per 1,000 cubic feet for next 5,000 cubic feet	"
	\$119.16 per 1,000 cubic feet for next 5,000 cubic feet	"
	\$142.99 per 1,000 cubic feet thereafter	"
	<u>Outside Village Non-Residential</u>	
	\$124.11 per 1,000 cubic feet for first 2,000 cubic feet	7/17/2017
	\$148.94 per 1,000 cubic feet for next 5,000 cubic feet	"
	\$178.72 per 1,000 cubic feet for next 5,000 cubic feet	"
	\$214.46 per 1,000 cubic feet thereafter	
Water Curb Stop Turn-on/Turn-off	\$25	
Sewer Fee	Sewer Fee: \$2.50 per 1,000 cubic feet of water consumed	6/19/2017
Zoning Board of Appeals	\$300 for residential (1 and 2 family)	8/21/2017
	\$900 for commercial	8/21/2017
	\$75 for renewal	
Zoning Code	Zoning Code=\$35 (includes map); map only=\$5	

Master Fee Schedule Update Schedule:

Established on April 6, 2009

Amendment: May 4, 2009

Amendment: May 18, 2009

Amendment: November 2, 2009

Amendment: September 4, 2012

Amendment: September 17, 2012

Amendment: Oct. 15, 2012

Amendment: Jan. 7, 2013

Amendment: July 1, 2013

Amendment: Apr. 3, 2017

Amendment: June 19, 2017

Amendment: July 17, 2017

Amendment: Aug. 21, 2017

Amendment: Dec. 1, 2017

Amendment: December 7, 2009
Amendment: July 1, 2010
Amendment: August 16, 2010
Amendment: September 21, 2010
Amendment: December 21, 2010
Amendment: May 2, 2011
Amendment: May 16, 2011
Amendment: June 20, 2011
Amendment: July 1, 2011
Amendment: July 18, 2011
Amendment: January 1, 2012
Amendment: May 7, 2012

Amendment: October 21, 2013
Amendment: December 16, 2013
Amendment: May 19, 2014
Amendment: July 14, 2014
Amendment: April 6, 2015
Amendment: April 29, 2015
Amendment: July 1, 2015
Amendment: Dec. 21, 2015
Amendment: Feb. 1, 2016
Amendment: Oct. 1, 2016
Amendment: Dec. 19, 2016
Amendment: Jan. 17, 2017

Amendment: Dec. 18, 2017
Amendment: Feb. 6, 2018
Amendment: Dec. 3, 2018
Amendment: Feb. 4, 2019
Amendment: Feb. 19, 2019

Office License

AGREEMENT OF LICENSE, made as of this 14th day of May, 2018, between Village of Tarrytown, party of the first part, hereinafter referred to as Owner, and Greenburgh Drug and Alcohol Task Force, party of the second part, hereinafter referred to as Licensee,

WITNESSETH: Owner hereby Licenses to Licensee and Licensee hereby hires from Owner the office space in the old Tarrytown Police Headquarters in the building known as old Tarrytown Police Headquarters located at 150 Franklin Street in the Village of Tarrytown, Westchester County, New York, for the term of 12 months (or until such term shall sooner cease and expire as hereinafter provided) to commence on the first day of March, 2018, and to end on the twenty-eighth day of February, 2019, both dates inclusive. Licensee hires from Owner only that portion of the building which is the subject of this license and Owner shall have the right to execute license agreements for other portions of the old Tarrytown Police Headquarters. Both the Owner and the Licensee retains the right to end the license term at any time with or without cause with 90 days notice.

The parties hereto, for themselves, their heirs, distributees, executors, administrators, legal representatives, successors and assigns, hereby covenant as follows:

License Payment and Rental Fee; Fee for Utilities:

1. Licensee shall pay the license fee as above and as hereinafter provided. The Licensee shall also pay a Rental Fee of \$250.00 per month payable upon the 1st day of the month for each month of the license term. Licensee shall also pay for a fee for utilities which will be calculated by multiplying the total utility cost for the building by the percentage of square footage occupied by the Licensee

Occupancy:

2. Licensee shall use and occupy demised premises for official activities of the Greenburgh Drug and Alcohol Task Force and for no other purpose.

Licensee Alterations:

3. Licensee shall make no changes of any nature in or to the demised premises without Owner's prior written consent.

Maintenance and Repairs:

4. Licensee shall, throughout the term of this License, take good care of the demised premises and the fixtures and appurtenances therein. Licensee shall be responsible for all damage or injury to the demised premises or any other part of the building and the systems and equipment thereof, whether requiring structural or nonstructural repairs caused by or resulting from carelessness, omission, neglect or improper conduct of Licensee, Licensee's sub Licensees, agents, employees,

4/

invitees or licensees, or which arise out of any work, labor, service or equipment done for or supplied to Licensee or any sub Licensee or arising out of the installation, use or operation of the property or equipment of Licensee.

Property-Loss, Damage, Reimbursement, Indemnity:

5. Owner or its agents shall not be liable for any damage to property of Licensee or of others entrusted to employees of the building, nor for loss of or damage to any property of Licensee by theft or otherwise, nor for any injury or damage to persons or property resulting from any cause of whatsoever nature, unless caused by or due to the negligence of Owner, its agents, servants or employees. Licensee shall indemnify and save harmless Owner against and from all liabilities, obligations, damages, penalties, claims, costs and expenses for which Owner shall not be reimbursed by insurance, including reasonable attorneys' fees, paid, suffered or incurred as a result of any breach by Licensee, Licensee's agents, contractors, employees, invitees, or licensees, of any covenant or condition of this License, or the carelessness, negligence or improper conduct of the Licensee, Licensee's agents, contractors, employees, invitees or licensees. In case any action or proceeding is brought against Owner by reason of any such claim, Licensee, upon written notice from Owner, will, at Licensee's expense, resist or defend such action or proceeding by counsel approved by Owner in writing, such approval not to be unreasonably withheld.

Occupancy:

6. Licensee will not at any time use or occupy the demised premises in violation of the certificate of occupancy issued for the building of which the demised premises are a part. Licensee has inspected the premises and accepts them as is, subject to the riders annexed hereto with respect to Owner's work, if any. In any event, Owner makes no representation as to the condition of the premises and Licensee agrees to accept the same subject to violations, whether or not of record.

End of Term:

7. Upon the expiration or other termination of the term of this License, Licensee shall quit and surrender to Owner the demised premises, broom clean, in good order and condition, ordinary wear and damages which Licensee is not required to repair as provided elsewhere in this License excepted, and Licensee shall remove all its property. Licensee's obligation to observe or perform this covenant shall survive the expiration or other termination of this License. If the last day of the term of this License or any renewal thereof, falls on Sunday, this License shall expire at noon on the preceding Saturday, unless it be a legal holiday, in which case it shall expire at noon on the preceding business day.

Waiver of Trial by Jury:

8. It is mutually agreed by and between Owner and Licensee that the respective parties hereto shall and they hereby do waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other (except for personal injury or property damage) on any matters whatsoever arising out of or in any way connected with this License, the relationship of Owner and Licensee, Licensee's use of or occupancy of said premises, and any emergency

statutory or any other statutory remedy. It is further mutually agreed that in the event Owner commences any proceeding for possession of the premises, Licensee will not interpose any counterclaim of whatever nature or description in any such proceeding including a counterclaim under Article 4.

IN WITNESS WHEREOF, Owner and Licensee have respectively signed and sealed this License as of the day and year first above written.

Village of Tarrytown

By: Richard Slingerland
Richard Slingerland, Village Administrator

Greenburgh Drug and Alcohol Task Force

By: Joe Barabba

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VILLAGE OF TARRYTOWN INTEROFFICE MEMORANDUM

To: Village Administrator Slingerland

From: Carol A. Booth, Village Clerk *CA*

Subject: Volunteer Fire Department Service Award (Pension) Program

Date: February 22, 2019

**ACKNOWLEDGEMENT OF RECEIPT OF THE 2018 TARRYTOWN VOLUNTEER
FIRE DEPARTMENT SERVICE AWARD (PENSION) PROGRAM ANNUAL REPORT
REGARDING QUALIFYING POINTS RECEIVED**

BE IT RESOLVED that the Board of Trustees of the Village of Tarrytown does hereby acknowledge receipt of the Tarrytown Volunteer Fire Department 2018 annual report of points achieved by respective members of the Fire Department for qualification for Village contribution to the Fire Department members service award program, which report shall be posted for public inspection and comment for 30 days prior to Board of Trustees' consideration of approving submission of the report to the pension fund underwriter, subject to final sign-off by the Mayor.

2018 FIRE DEPARTMENT SERVICE CERTIFICATION FORM

SERVICE AWARD PROGRAM

Village of Tarrytown

Village of Tarrytown Vol. Fire Department

RECEIVED

FEB 22 2019

TARRYTOWN VILLAGE CLERK

Article 111-A of the New York State General Municipal Law requires that a list of volunteers indicating those who earned a year of Service Credit during 2018 be certified under oath and submitted to the Program Sponsor for approval by March 31, 2019. To comply with Article 111-A, please have the person responsible for preparing the 2018 Firefighter Records listing sign this form and have a notary witness the signature. The 2018 Data Request Package should then be presented to the Village Board prior to March 31, 2019.

CERTIFICATION

As required by Article 111-A, I certify under oath the attached is a list that includes all volunteers of the Fire Department and indicates the points earned by each volunteer in accordance with the Service Award Program Point System, which will be used to determine who will earn Service Credit for the 2018 calendar year.

Kelly Murphy

Signature

LOCAP Coordinator

Title

2 22 19

Date

NOTARY CERTIFICATE

State of New York

County of Westchester

Sworn to (or affirmed) and subscribed before me this 22nd day of February, 2019.

by Carol Kelly Murphy
or

Carol A. Booth

Signature of Notary Public

CAROL A. BOOTH

Printed Name of Notary Public, Notary Public

My Commission expires: 10/25/20

CAROL A. BOOTH
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01B08117422
Qualified in Westchester County
My Commission Expires October 25, 2020

CERTIFICATION (GREEN)

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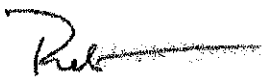
**CENTRAL VETERANS COMMITTEE
OF THE TARRYTOWNS**

**PO BOX 814
Sleepy Hollow, NY 10591**

Mayor Drew Fixell
1 Depot Plaza
Tarrytown, NY 10591

We are requesting your permission to hold the Memorial Day Parade on Monday, May 27, 2019. The parade line up will be at 8-9 AM on Main Street. The parade starts at 9 AM and will take 45 minutes to get to Patriot's Park for services.
I can be reached at 914-588-7341

Yours Truly,



Robert Moon —
Richard Chulla
Joseph Tanzi



7
RECEIVED

JAN 28 2019

TARRYTOWN VILLAGE ADMINISTRATOR

George Latimer
County Executive

Department of Environmental Facilities

Vincent F. Kopicki, P.E.
Commissioner

January 24, 2019

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

Dear Village Administrator Slingerland,

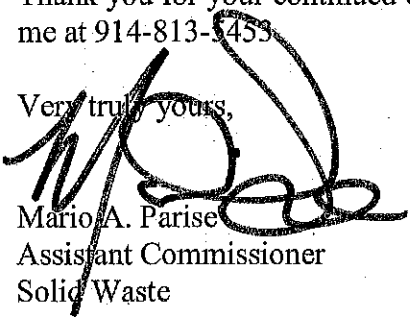
Enclosed please find a final version of the organic waste IMA. The IMA will run from April 1, 2019 thru March 21, 2023.

Please return three signed copies of the IMA, together with the completed Certificate of Authority, Municipal Corporation, and a certified copy of your authorizing resolution.

Please send them to me at 270 North Avenue, 6th Floor, New Rochelle, New York, 10801.

Thank you for your continued cooperation. If you have any questions, please don't hesitate to call me at 914-813-5453.

Very truly yours,



Mario A. Parise
Assistant Commissioner
Solid Waste

MP:mas

Enclosures

Division of Solid Waste
Wastewater Treatment
Water Agency



DISTRICT MEMBER IMA

AGREEMENT made this ____ day of _____, 201__ by and between

THE COUNTY OF WESTCHESTER, a municipal corporation of the State of New York, having an office and place of business in the Michaelian Office Building, 148 Martine Avenue, White Plains, New York 10601 (hereinafter referred to as the "County"), acting on behalf of the Westchester County Refuse Disposal District No. 1 (the "District")

and

_____, a municipal corporation of the State of New York having an office and principal place of business at _____ (hereinafter referred to as the "Municipality")

WHEREAS, in order to divert additional recyclable materials from the waste stream, the County has an Organic Yard Waste Management Program (the "Program") with municipalities within the District; and

WHEREAS, the Municipality desires to participate in the Program.

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

1. Municipality's Responsibilities:

(a) The Municipality shall collect organic yard waste within its boundaries and transport same to the organic yard waste transfer site (the "Transfer Site") specified in Schedule "A" which is attached hereto and made a part hereof. Organic yard waste shall be limited to grass, leaves, brush and wood waste not to exceed three inches (3") in diameter by four feet (4') in length.

(b) The Municipality, either individually or by agreement with another municipality within the District, shall designate the Transfer Site for such purpose, subject to County approval, and shall take any legally required action necessary to register or receive a permit to operate the Transfer Site. The Municipality shall conduct such site-specific environmental reviews as necessary to comply with the State Environmental Quality Review Act ("SEQRA") and its implementing regulations, coordinating such review with the County as an involved agency. The Municipality shall include with this signed Agreement evidence of its compliance with SEQRA, e.g., a Negative Declaration, a Findings Statement or, in the case of a Type II action, the minutes or a Resolution of the Municipality's governing board including a statement as to its Type II classification. In the event that the Municipality and another municipality enter into an agreement to jointly provide the Transfer Site, that agreement shall be appended to this Agreement.

(c) The Municipality shall negotiate in good faith with any other municipality within the District that wishes to use the Transfer Site, but the Municipality shall not charge a fee

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above the tip fee for garbage at the County's Resource Recovery Facility, as such tip fee may be adjusted from time to time. The names of all municipalities using the Transfer Site shall be included in Schedule "A".

(d) The Transfer Site shall be operated in accordance with Schedule "B" which is attached hereto and made a part hereof.

2. **County's Responsibilities:** The County, either directly or through an agent, shall enter into agreements with one or more contractors operating composting facilities for the recycling of organic yard waste collected by the Municipality. The County shall also arrange for transporting yard waste from the Transfer Site to the composting facilities and shall pay for such transportation and disposal costs.

3. **Term:** The term of this Agreement shall commence on April 1, 2018 and terminate on March 31, 2023, unless sooner terminated as hereinafter provided.

4. **Payment:** For the services to be rendered by the County pursuant to Paragraph "2" above, the Municipality shall pay fees to the County in accordance with the fee schedule set forth in Schedule "C" which is attached hereto and made a part hereof. If the Municipality hosts the Transfer Site for use by itself and other municipalities within the District, the Municipality shall be responsible for paying the County for the full quantity of waste hauled from the Transfer Site. Payment shall be made within thirty (30) days of receipt of a bill from the County, by check payable to "Refuse Disposal District No. 1 c/o Westchester County Department of Environmental Facilities". Payment shall be mailed or delivered to the Division of Solid Waste Management, Westchester County Department of Environmental Facilities, 270 North Avenue, New Rochelle, New York 10801.

5. **Reports:** No later than March 1st of each year, the Municipality shall provide a report setting forth the total tons or cubic yardage of organic yard waste collected from each participating municipality using the Transfer Site during the preceding year.

6. **Executory Clause:** This Agreement shall be deemed executory only to the extent of money duly appropriated and made available by the County for the performance of the Program.

7. **Indemnification & Defense:** The Municipality agrees to procure and maintain insurance naming the County as additional insured, as provided and described in Schedule "D", entitled "Standard Insurance Provisions", which is attached hereto and made a part hereof. In addition to, and not in limitation of the insurance provisions contained in Schedule "D", the Municipality agrees:

(a) that except for the amount, if any, of damage contributed to, caused by or resulting from the sole negligence of the County, the Municipality shall indemnify and hold harmless the County, its officers, employees and agents from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorneys' fees or loss arising

directly or indirectly out of the errors, omissions or unlawful or negligent acts hereunder by the Municipality or third parties under the direction or control of the Municipality; and

(b) to provide defense for and defend, at its sole expense, such claims, demands or causes of action directly or indirectly arising out of this Agreement, as described in subsection 7(a) above, and to bear all other costs and expenses related thereto.

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

8. **Termination**: This Agreement may be terminated at any time by mutual agreement of the parties or upon thirty (30) days written notice by one party to the other party. In the event that this Agreement is terminated prior to the expiration date set forth in Paragraph 3 above, all fees and payments owing to the County shall be immediately due and payable by the Municipality.

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

10. **Compliance with Law**: In executing their respective responsibilities under this Agreement, the County and the Municipality shall comply with all applicable federal, state and local laws, rules and regulations.

11. **No Discrimination**: The County and the Municipality shall not discriminate against any person on the basis of race, creed, religion, color, gender, age, national origin, ethnicity, alienage or citizenship status, disability, marital status, sexual orientation, familial status, genetic predisposition or carrier status in the performance of this Agreement.

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

To the County:

Deputy Commissioner
Division of Solid Waste Management
Department of Environmental Facilities

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270 North Avenue
New Rochelle, New York 10801

with a copy to:

County Attorney
Michaelian Office Building, Room 600
148 Martine Avenue
White Plains, New York 10601

To the Municipality:

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

13. **No Agency:** Nothing herein contained shall be construed to create a co-partnership between the County and the Municipality or to constitute either party as the agent of the other.

14. **Entire Agreement:** This Agreement and its attachments constitute the entire Agreement between the parties with respect to the subject matter hereof and shall supersede all previous negotiations, commitments and writings. It shall not be released, discharged, changed or modified except by an instrument in writing signed by a duly authorized representative of each of the parties.

15. **Approval by the County Attorney:** This Agreement shall not be enforceable until executed on behalf of the parties and approved by the Office of the County Attorney.

16. **Counterparts:** This Agreement may be executed simultaneously in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

17. **Governing Law:** This Agreement shall be construed and enforced in accordance with the laws of the State of New York.

[Intentionally Left Blank]

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

THE COUNTY OF WESTCHESTER

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

THE MUNICIPALITY

By _____
(Name and title)

Authorized by Act No. 87-2018 adopted by the Board of Legislators of the County of Westchester on the 18th day of June, 2018.

Approved as to form and
manner of execution:

Assistant County Attorney
County of Westchester
S/Noe/DXF/111485/Organic Waste IMA District Member 2018-2023

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MUNICIPALITY'S ACKNOWLEDGEMENT

STATE OF NEW YORK)

) ss.:

COUNTY OF WESTCHESTER)

On this _____ day of _____, 201__, before me personally came
_____, to me known, and known to me to be the

_____ of _____,

the municipal corporation described in and which executed the within instrument, who being by me
duly sworn did depose and say that he/she, the said _____ resides at

_____ and that he/she is _____ of said municipal corporation.

Notary Public County

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CERTIFICATE OF AUTHORITY
(Municipality)

I, _____,
(Officer other than officer signing contract)
certify that I am the _____ of the _____
(Title)
(Name of Municipality)

(the "Municipality") a corporation duly organized in good standing under the

(Law under which organized, e.g., the New York Village Law, Town Law, General
Municipal Law)

named in the foregoing agreement that _____
(Person executing agreement)

who signed said agreement on behalf of the Municipality was, at the time of execution
_____ of the Municipality,
(Title of such person),

that said agreement was duly signed for on behalf of said Municipality by authority of its

(Town Board, Village Board, City Council)

thereunto duly authorized, and that such authority is in full force and effect at the date
hereof.

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

On this _____ day of _____, 201____, before me personally came _____
_____ whose signature appears above, to me known, and know to
be the _____ of _____,
(title)

the municipal corporation described in and which executed the above certificate, who
being by me duly sworn did depose and say that he/she, the said _____
resides at _____, and
that he/she is the _____ of said municipal
corporation.
(title)

Notary Public County

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SCHEDULE "A"

TRANSFER SITE LOCATION AND USERS
(to be completed by the Municipality)

SITE NAME & ADDRESS:

LIST OF CURRENT USERS:

Note: The Municipality shall conduct such site-specific environmental reviews as necessary to comply with the State Environmental Quality Review Act ("SEQRA") and its implementing regulations, coordinating such review with the County as an involved agency. The Municipality shall include with this signed Agreement evidence of its compliance with SEQRA, e.g., a Negative Declaration, a Findings Statement or, in the case of a Type II action, the minutes or a Resolution of the Municipality's governing board including a statement as to its Type II classification. In the event that the Municipality and another municipality enter into an agreement to *jointly provide* the Transfer Site, that agreement shall be appended to this Agreement.

SCHEDULE "B"

YARD WASTE TRANSFER SITE OPERATIONAL REQUIREMENTS

The Host Municipality must:

Provide a site that is at least 1/2 acre in size and provides adequate space for 110 cubic yard trailers to enter, load and leave.

Register the site with the NYS Dept. of Environmental Conservation and conduct site specific environmental reviews as necessary to comply with SEQRA; coordinate such reviews with the County Dept. of Environmental Facilities as an "involved agency".

Provide a front end loader and qualified operator (The Loader must be able to reach 13 feet, 6 inches utilizing either municipally provided ramp or extended arms.)

Make site improvements necessary for this transfer station operation (i.e., a ramp for loading the waste or a loader capable of reaching a height of 13' 6")

Staff the site with municipal personnel at all times between 7 a.m. and 3 p.m.

Operate the site in a "load and go" manner whereby staged yard waste is loaded directly into provided trailers and trailers will immediately leave the site

Be responsible for any damage incurred to transfer trailers during loading

Prohibit and eliminate plastic bags and other contaminants within the organic yard waste (All contaminants, which are any materials other than yard waste as specified herein, and brown paper leaf bags, must be removed by the Municipality prior to loading. All costs related to contaminated loads shall be the responsibility of the host municipality.)

Accept organic yard waste from other District municipalities (Other District municipalities using the site would pay a tip fee to the host municipality as mutually agreed upon, but less than the current garbage tip fee.)

Accept organic waste from landscapers (Host municipalities may charge landscapers a fee for dumping.)

Keep adequate record of volumes delivered by other municipalities (Municipalities wishing to utilize this program but not allow other District municipalities access may do so at a payment equal to the tip fee for garbage.)

Any of these requirements may be modified for individual sites upon mutual agreement of the County and the host municipality.

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SCHEDULE "C"

FEEES

In consideration of the services provided by the County, the Municipality shall pay the County \$17.35 per ton for the period from April 1, 2018 through December 31, 2018. Effective January 1st of each year, the Municipality shall pay the County at a rate subject to an annual adjustment factor equal to the percentage change in the All Items Consumer Price Index for all Urban Consumers (1982-84=100) for the New York-Newark-Jersey City, NY-NJ-Pa Metropolitan Statistical Area as published by the U.S. Department of Labor, Bureau of Labor Statistics ("CPI").

However, if a District host-municipality accepts organic yard waste from a non-District municipality, it shall pay to the County a rate of \$52.36 per ton for such non-District waste, subject to an annual CPI adjustment, which amount represents the County's actual disposal cost plus an administrative fee. To the extent that any non-District member joins the District during the term of this IMA, that municipality shall be entitled to an automatic rate adjustment to allow for the payment of the District rate. The County shall arrange for the transport of the yard waste to composting facilities outside the County

Other District municipalities using the Transfer Site shall pay a tip fee to the host municipality as mutually agreed upon, but in no event may it be higher than the municipal tipping fee for the Resource Recovery Facility, as such fee may be adjusted from time to time. Notwithstanding the above, if the Municipality excludes other municipalities from using the Transfer Site or fails to negotiate in good faith with them for such use, the Municipality shall pay the County at the rate per ton equal to the full annual municipal tipping fee for the Resource Recovery Facility, as such fee may be adjusted from time to time.

SCHEDULE "D"

STANDARD INSURANCE PROVISIONS
(Municipality)

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

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

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

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

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

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

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available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

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

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

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

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

- b) Commercial General Liability Insurance with a combined single limit of \$1,000,000 (c.s.1) per occurrence and a \$2,000,000 aggregate limit naming the "County of Westchester" as an additional insured on a primary and non-contributory basis. This insurance shall include the following coverages:
 - i. Premises - Operations.
 - ii. Broad Form Contractual.
 - iii. Independent Contractor and Sub-Contractor.
 - iv. Products and Completed Operations.
- c) Commercial Umbrella/Excess Insurance: \$2,000,000 each Occurrence and Aggregate naming the "County of Westchester" as additional insured, written on a "follow the form" basis.

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

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

- (i) Owned automobiles.

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

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

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

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

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

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

Kathy Deufemia

From: Maureen Petry <mpetry@wlsmail.org>
Sent: Thursday, March 7, 2019 11:22 AM
To: Kathy Deufemia
Subject: Re: LitFest

Thanks for the nudge Kathy, I had reached out to the rest of the committee to see what they wanted to submit but didn't hear back. So below is what was published in the Library newsletter and approved the lit fest chair David Neilsen.

May 18, 2019 The Sleepy Hollow First Annual Literary Festival from 10 - 5pm will kick off the 18 month long Bicentennial Celebration of Washington Irving's *Legend of Sleepy Hollow*. Authors, musicians and artisans will be at various locations in the villages of Tarrytown and Sleepy Hollow to celebrate the 200th anniversary of this iconic work. Local sites include the Jazz Forum, Music Hall, Warner Library, Patriots Park, Old Dutch Church and Cemetery, Hudson Valley Writers' Center.

Warner Library will host over 50 authors in tents on the front lawn for book signings and meet and greets. In addition, Warner Library was awarded a grant from ArtsWestchester for the day to present *Viva Historia: A Celebration of stories from Latin America*. There will be programs at the library throughout the day celebrating Latin American literature and culture.

For further information, Trustees can go to <https://sleepyhollowlitfest.org/>

They may be aware but there is a press launch of the Bicentennial which George Latimer attending on April 3rd at 11 am at the Old Dutch Church. If they have not received invitations from the Bicentennial Committee yet, they should soon.

Best,

Maureen

On Thu, Mar 7, 2019 at 10:37 AM Kathy Deufemia <KDeufemia@tarrytowngov.com> wrote:

I will be running off work session agenda tomorrow morning. If there is anything on this subject you would like to Board to see, please email to me today. Thanks Kathy

--
Maureen Petry
Director
Warner Library
121 North Broadway
Tarrytown, NY 10591
914/631-7671
mpetry@wlsmail.org
www.warnerlibrary.org

KAYAK LAUNCHES

All New EZ Kayak Launch

NEW!

With EZ Dock's all new EZ Kayak Launch, docking and launching your kayak or canoe has never been easier. The innovative new one-piece design, complete with built-in launch-assist paddle notches make this the smartest way to stay dry while entering and exiting your watercraft. And with ability to connect with our standard and low profile dock sections (as well as any other traditional docks) the new EZ Kayak Launch can be installed virtually anywhere! Whether you are an experienced kayaker or just getting started, you will feel confident and stable using our new launch.

MODEL	SIZE (W x L x H)	WEIGHT	PART #
EZ Kayak Launch (patent pending)	58.5" x 168" x 25" 1.5 m x 4.3 m x .6 m	325 lbs (147 kg)	200900

EZ Launch - Commercial

Universal Accessibility

A first in the industry, the EZ Launch Accessible Transfer System for kayaks and canoes provides individuals with disabilities accessibility that exceeds the minimum requirements of the Americans with Disabilities Act (ADA). The easy-to-use transfer bench and transfer slide boards allow users to simply sit, slide over, and drop down, then use the side rails to pull off or back on. The customizable system is ideal for people of ALL abilities, providing extra stability launching and docking a kayak or canoe. **Contact your local dealer for more information.**

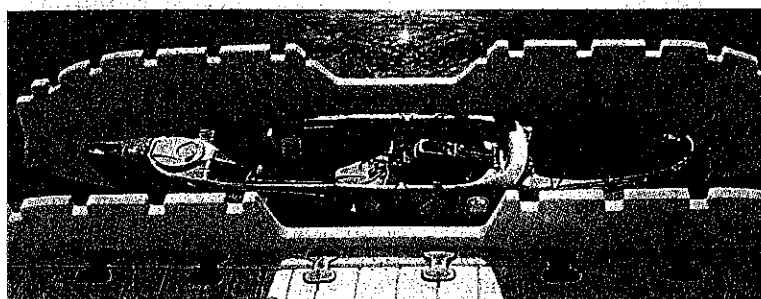
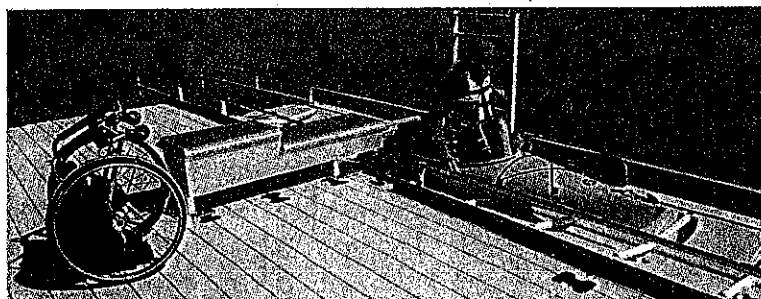
FEATURES/BENEFITS:

EZ Kayak Launch

- **Comfort** - Allows users a stable and dry entry to water
- **Ease of Use** - Launch-assist paddle notches for support in kayak entry and exit
- **Flexibility in design** - Ability to connect to virtually any dock (EZ Dock, traditional wood docks, and more)

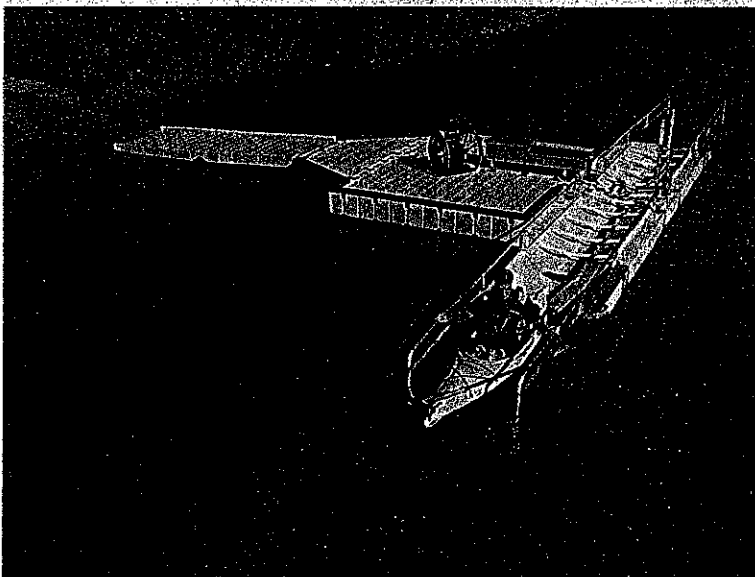
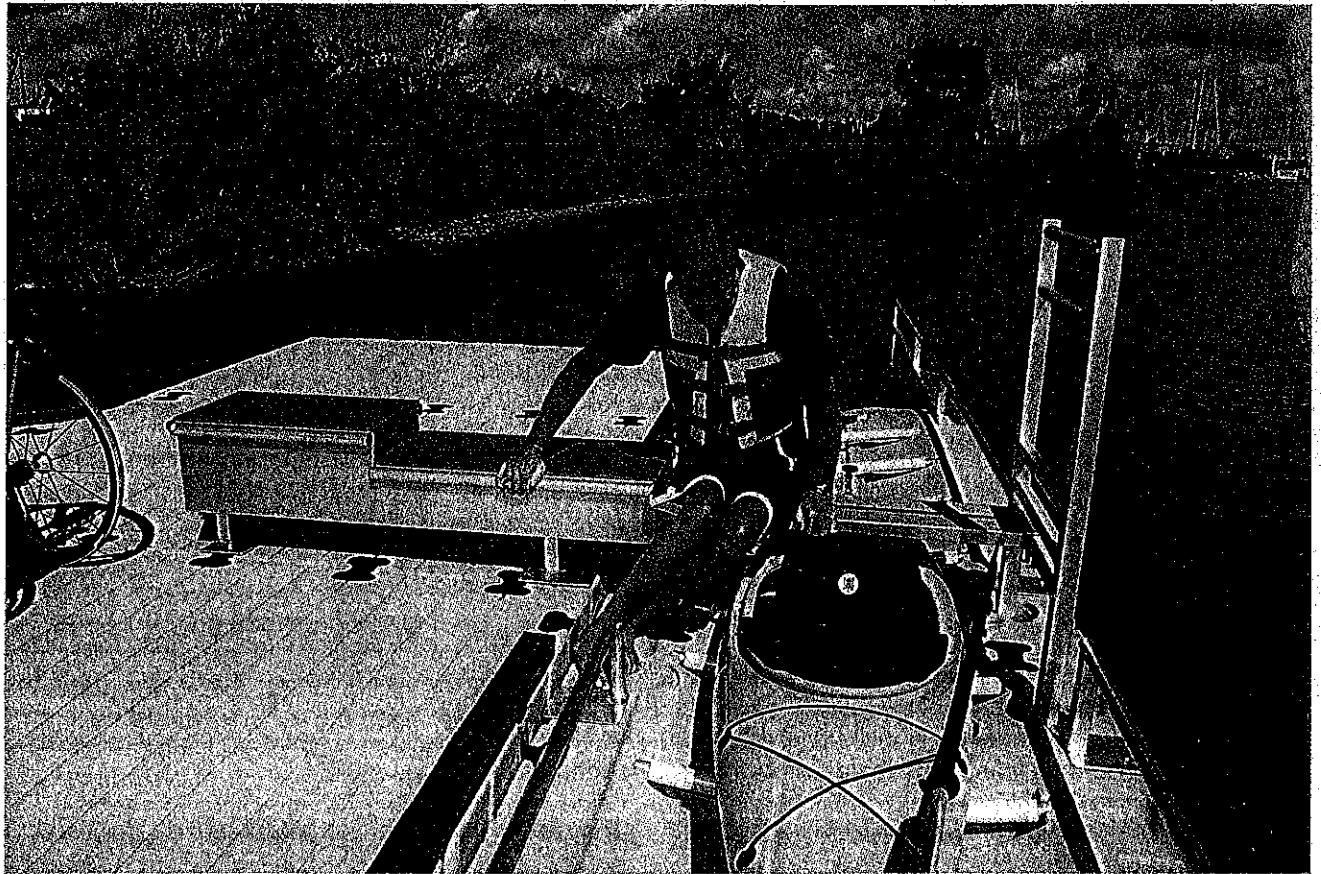
EZ Launch - Commercial

- Guide rails for easy access in and out of the water
- Launch rollers for easy movement of the watercraft
- Transfer bench with two heights for easy transfer from wheelchairs
- Transfer slide boards with two heights for differing watercraft sizes
- Perfect for high traffic, public use



UNIVERSAL ACCESSIBILITY

Many companies can boast about having products that conform to all minimum regulatory guidelines ensuring universal accessibility, but EZ Dock takes it much further. As a leader in the industry, our products are not engineered for the "bare minimum" requirements - we strive to design our products to give everyone access to the best possible experience on the water, far exceeding the minimum standards.



9

Skip Organization	Grant Opportunity	Document #	Document Role	Current Status
Village of Tarrytown	2018 Hudson River Estuary Program for River Access NRD Round 26	DEC01-NRD26-2018-00002	Grantee System Administrator	Assignment of Reviewers

Project/Site Addresses

Instructions:

1. Please complete all required fields.
2. If Project Statewide is "Yes", do not enter Address information. If Project Statewide is "No", Address information is required.
3. Select the Save button above to save your work frequently.
4. Click Forms Menu to return to the navigation links.

Name/Description: Tarrytown Losee Park
Shorebank Stabilization and
Kayak Launch
Project Statewide No
Losee Park

Address 1
Address 2
City Tarrytown
County Westchester County
State NY
Zip 10591
Regional Council: Mid-Hudson
Agency Specific Region: NYSDEC Region 3 -
Westchester County

Program Specific Questions

Instructions:

1. Please complete all the required fields.
2. Select the Save button above to save your work frequently.

Project Title Tarrytown Losee Park Shorebank Stabilization and Kayak Launch

Applicants must complete all of the following program questions and provide ALL required uploads for the application to be considered complete. Please note that all questions in the Grants Gateway will only allow one document to be uploaded per question. The Reports/Multiple documents should be combined into ONE SINGLE FILE no larger than 10MB in size. DO NOT UPLOAD PASSWORD PROTECTED OR SECURED DOCUMENTS. ENSURE ALL PASSWORDS ARE REMOVED PRIOR TO UPLOADING IN THE GRANTS GATEWAY.

- 1 Project Location, Part 1 (Description): Proposed projects must be located within the defined geographic boundaries of the Hudson River Estuary. Further, projects for NRD funding must be located in the Village of Sleepy Hollow or Village of Tarrytown on publically accessible lands. For this Program Question, provide a description of the project location, an address (exact or approximate), and any additional information that will establish the project is within the boundaries of RFA. A map of the location may be uploaded to supplement this answer, but not in place of an answer. Points are available for applications that include qualifying maps.

RFA Reference: Project Location, Page 6

Please limit uploads to those necessary and relevant to this question. Check files after uploading; do not upload duplicate files.

Losee Park is located on the Village of Tarrytown waterfront between Green Street and the Metro North Railroad tracks to the east and the Hudson River to the west, just north of the new Governor Mario M. Cuomo Bridge and Washington Irving Boat Club and south of the Tarrytown Marina and Pierson Park.

Upload [FileNetDocRetrieval.aspx?docID={03B33021-AB0C-4588-87CB-02BA563CB588}](#)

- 2 Project Location, Part 2 (Photos): Applicants must upload, in a single PDF file, pictures of the current conditions of the project site. Are pictures of the current conditions uploaded as required in the RFA? (Yes/No)

RFA Reference: Minimum Eligibility, Page 11

Please limit uploads to those necessary and relevant to this question. Check files after uploading; do not upload duplicate files.

Yes

Upload [*FileNetDocRetrieval.aspx?docID={4755413F-1A7A-4AC9-9E18-95D4F35C1FB3}](#)

- 9
- 3 Project Type: Proposed projects must implement one of the eligible project types. Identify the proposed project type (number and name), as defined on pages 12 and 13 of the RFA.

Reminder: Project Types 3 and 4 are not eligible for NRD Funding.

RFA Reference: Eligible Project Types, Pages 12-13

Project Type 2 Hudson River Shoreline Access Retrofits

- 4 Project Summary: Provide a high level summary of the project (about 4-5 sentences), in plain language and acceptable for public release, that includes any combination of the following: (i) the project objective/goal; (ii) project deliverables or expected results; (iii) background of the issue(s) to be addressed (iv) impacted locations; (v) partners to be engaged; (vi) how the funds will support the project (e.g. salary, equipment, engineering services, etc.).

The Village of Tarrytown is requesting \$375,000 in design and construction funds from the Hudson River Estuary Natural Resources Damages Grant program, in order to extend the stabilization of the Hudson River shorebank of Losee Park and to improve access to the existing kayak/ canoe launch at the Park. The current bulkhead and kayak launch ramp located at the Losee Park parking lot are both eroding and becoming increasingly unsafe for public access. In particular, the project will use sustainable shoreline principles to remove concrete rubble and replace the existing rotted out steel sheet pile bulkhead with natural stone ripraps along Losee Park's shorebank with the Hudson River. The project will use universal design methods to replace the existing gravel and sand walkway/ and kayak launch, which shifts with the tide and poses trip and fall hazards, with a concrete access ramp from the parking lot down to the water to enhance safe end-user access to the river.

- 5 Project Objective and Impact, Part 1 (Description): Describe in detail the proposed project, the need for the project, project methods and project deliverables. The description must address how direct access to the tidal waters of the Hudson River Estuary, including the tidal portions of its tributaries, or Upper NY Bay will be provided or improved for boating, swimming, fishing, and/or wildlife-recreation.

RFA Reference: Project Objective and Impact, Page 13

The project is located on the Village of Tarrytown waterfront and will extend the stabilization of the Hudson River shorebank of Losee Park and improve access to the existing kayak/ canoe launch at the Park. The current bulkhead (southwest corner of Losee Park) and kayak launch ramp located at the Losee Park parking lot are both eroding and becoming increasingly unsafe for public access. In particular, the project will use sustainable shoreline principles to replace concrete rubble and the existing rotted out steel sheet pile bulkhead with natural stone ripraps along Losee Park's shorebank with the Hudson River. The project will use universal design methods to replace the existing gravel and sand walkway/ and kayak launch, which shifts with the tide and poses trip and fall hazards, with a concrete access ramp from the parking lot down to the water to enhance safe end-user access to the river. The project will have a regional impact by supporting the construction of a segment of the Hudson River RiverWalk along Westchester County as well as the Hudson River Greenway Water Trail.

In particular, Objective 1 to stabilize the Losee Park Shorebank, the Village will engage with Estuary staff regarding the preliminary and final design plans currently developed by McLaren Engineering (see attached plans) to verify storm resiliency elements and permitting process. The engineering firm will develop construction documents, which will be used for contractor bidding. The construction contractor will obtain a DEC-approved permit to start removal of existing sheet piles and complete the installation of natural stone riprap.

In Objective 2 to install a new kayak/ canoe access ramp and launch, the Village will consult with Estuary staff and a design consultant to review universal design elements, storm resiliency elements, and the permitting process. The design consultant will develop preliminary and final designs with input from end-users during project meetings and prepare construction and bid documents. Final design plans will include all applicable universal design elements identified during the planning process. The construction contractor will obtain a DEC-approved permit for the site preparation of the redesigned kayak/ canoe launch and ramp and install a new walkway, ramp, and other universal design improvements.

- 6 Project Objective, Part 2 (Work Plan Component): The Project objectives, methods, and deliverables described in Program Question 5 must be itemized in the Grantee Defined Work Plan as "Objectives, Tasks, and Performance Measures" in the Grants Gateway. Are the objectives, methods and deliverables itemized as "Objectives, Tasks, and Performance Measures" in the Grantee Defined Work Plan? (Yes/No)

Yes

- 7 Timeline, Part 1 (Timeline Upload): Provide in a pdf upload, an anticipated timeline to support completion of the project objectives, tasks and deliverables within a three-year contract term. Anticipate a contract start date of February 1, 2019 and end date of January 31, 2022. Is the timeline uploaded? (Yes/No)

RFA Reference: Project Timeline, Page 13

Please limit uploads to those necessary and relevant to this question. Check files after uploading; do not upload duplicate files.

Yes

Upload *FileNetDocRetrieval.aspx?docID={CD60E4EA-4E14-4A93-985A-D37C260ED604}

- 8 Timeline, Part 2 (Engagement of Estuary Staff): Early consultation with the Estuary Program staff should be included in the timeline uploaded under Program Question 7. Is engagement of Estuary Staff included in the timeline? (Yes/No)

RFA Reference: Project Timeline, Page 13

Yes

- 9 Timeline, Part 3 (Permits): For projects that propose a combination of planning and construction, an activity to complete the permit process should be included as a task in the timeline uploaded for Program Question 7. Is completing permit process included in the timeline? (Yes/No/Not applicable)

For projects that propose planning (no construction component), a NYSDEC jurisdictional review with DEC permits should be included as a task in the timeline uploaded under Program Question 7. Is the jurisdictional review included in the timeline? (Yes/No/Not applicable)

RFA Reference: Project Timeline, Page 13

Yes

- 10 Letters of Collaboration from Application Partners/Co-Applicants: For projects involving an Applicant Partner (i.e. multi-partner and inter-municipal projects), letters substantiating the commitment to collaborate that include the designation of a "Lead" applicant are required from each partner. All substantiating letters must be provided in the Grants Gateway at the time of application. Applicants must upload, in a single PDF file, a copy of all letters for this Program Question 10. Are letters from all Applicant Partners uploaded? (Yes/No/Not Applicable)

RFA Reference: Multi-Partner and Inter-Municipal Projects (Page 5), Applicant Partners (Page 13)

Please limit uploads to those necessary and relevant to this question. Check files after uploading; do not upload duplicate files.

Not Applicable

Upload

- 11 Universal Design, Part 1 (Applicability to Project): Will the project utilize principles of universal design? (Yes/No)

RFA Reference: Universal Design, Page 13 and Appendix VI

Yes

- 12 Universal Design, Part 2 (Description): Describe how the project will utilize principles of universal design. Applicants are strongly encouraged to upload any supporting documentation to assist reviewers in their assessment. If the project will not utilize principles of universal design, you must answer the question with "N/A".

RFA Reference: Universal Design, Page 13

Please limit uploads to those necessary and relevant to this question. Check files after uploading; do not upload duplicate files.

The Village will engage Estuary staff and the design consultant for the kayak/ canoe launch in order to review applicable universal design elements for a kayak/ canoe launch, including, but not limited to, the following pursuant to Appendix VI of the RFP:

- wider route so someone can hand wheel boat on dolly to launch pulling boat next to them if they are in a wheelchair or two person carry down
- accessible surface to water's edge and into water at launch
- more gentle slopes for easier entry and exit when hand wheeling a boat
- some type of "rack" to stabilize boat at a transferable height then some type of mechanism/roller system to move, while seated in the boat, into the water

In addition to the Village Engineer's cost estimate of \$100,000 for a new concrete access ramp, the Village has also budgeted an additional \$60,000 to incorporate universal design elements based on consultation with end-users, Estuary staff, and design consultant.

Upload FileNetDocRetrieval.aspx?docID={B77FF6EA-3D99-499B-8880-6A07C0CFB7F3}

9

13 Universal Design, Part 3 (Work Plan Component):

Any methods or deliverables related to universal design described in Program Question 12 must be itemized in the Grantee Defined Work Plan as "Objectives, Tasks, and Performance Measures" in the Grants Gateway. Are methods or deliverables related to universal design itemized as "Objectives, Tasks, and Performance Measures" in the Grantee Defined Work Plan? (Yes/No)

Yes

14 Storm Resiliency, Part 1 (Applicability to Project): Does the project integrate storm resiliency in either design or execution to reduce the impacts of future coastal storms and flooding? (Yes/No)

RFA Reference: Storm Resiliency, Page 14

Yes

15 Storm Resiliency, Part 2 (Description): Describe how the project will be resilient to storm surge and flooding. Applicants are strongly encouraged to upload any supporting documentation to assist reviewers in their assessment. If the project will not integrate storm resiliency, you must answer the question with "N/A".

RFA Reference: Storm Resiliency, Page 14

Please limit uploads to those necessary and relevant to this question. Check files after uploading; do not upload duplicate files.

The Village has engaged McLaren Engineering to conduct the design plans for the shoreline stabilization, including nature-based design principles and sustainable shoreline principles to install natural stone rip rap, which was successfully implemented by the Village during the shoreline stabilization at nearby Pierson Park in Tarrytown. The Village will engage Estuary staff to review final plans for the shoreline stabilization at Losee Park. In addition, the Village will engage Estuary staff and the design consultant for the kayak/ canoe launch in order to review sustainable shoreline principles for the redesign and improvements to the existing kayak/ canoe launch. Preliminary design drawings for shoreline stabilization at Losee Park are currently being worked on by McLaren Engineering.

Upload File: netDocRetrieval.aspx?docID={A11AFE67-A144-42A0-9ADF-F8F6B3B0FAE5}

16 Storm Resiliency, Part 3 (Work Plan Component):

Any methods or deliverables related to storm resiliency described in Program Question 15 must be itemized in the Grantee Defined Work Plan as "Objectives, Tasks, and Performance Measures" in the Grants Gateway. Are methods or deliverables related to storm resiliency itemized as "Objectives, Tasks, and Performance Measures" in the Grantee Defined Work Plan? (Yes/No)

Yes

17 Building Upon Prior Planning:

Describe how the project builds upon any of the following prior planning events:

- a) Taking the next step in a previously funded and successfully implemented Hudson River Estuary access project;
- b) Implementing recommendations included in municipal or regional recreational planning documents, including the NYS OPRHP, SCORP, or ADA assessment and transition plans;
- c) Implementation of recommendations in Local Waterfront revitalization plans, Greenway Plans, or other related plans.

If the project will not build on prior planning, you must answer the question with "N/A".

RFA Reference: Building Upon Prior Planning, Page 14

The project builds upon prior planning:

- The Estuary Program awarded \$100,000 to the Village in 2007 (contract # C303661) for the Tarrytown Waterfront Parks project to facilitate the transfer and development of open space (2.6 acres) from a private developer to the Village to create the northern segment of Scenic Hudson RiverWalk Park at Tarrytown. The proposed project at Losee Park is an extension of the RiverWalk and waterfront park facility improvements.
- The project supports SCORP recommendations to extend Greenway trails such as the RiverWalk along the Hudson River in Westchester County and the improvement of park facilities such as the redesigned kayak/ canoe launch.
- Losee Park improvements, such as shorebank stabilization and kayak launch, are referenced in both the Village's LWRP Plan and the Hudson River Greenway Plan. The kayak launch is consistent with the Hudson River Greenway Water Trail Program.

18 End-User Benefit and Engagement, Part 1 (Description): Identify the user group(s), key stakeholders, and target audience (collectively, end-users) who will benefit as a result of the project. Describe any outreach or training to be offered. Describe how the end-users will be engaged & informed during and after project completion.

Applicants are encouraged to provide letters from end-users whose support or involvement is necessary for the project to

9

succeed (key stakeholders). Letters must be provided at the time of application. Applicants must upload all letters in one PDF file. Note: Applicants are urged to fully address this requirement. Failure to earn points for this question will result in the application being ranked "Low" (tied to Bonus Points for Minimum Standards, pg. 19 of the RFA).

RFA Reference: End-User Benefit & Engagement, Page 14

Please limit uploads to those necessary and relevant to this question. Check files after uploading; do not upload duplicate files.

The project will benefit several end-users of Losee Park facilities, including kayak/ canoe enthusiasts, the Washington Irving and Tarrytown Boat Club Marinas, and the general population of Tarrytown. We have attached letters of support from a kayaker (Dean Gallea), the Tarrytown Harbor Master, adjoining marinas, and Tarrytown Environmental Advisory Council. End-users have been involved in public meetings during the current multi-year planning phase of Losee Park's revitalization during public Village Board of Trustees meetings as well as project meetings. We anticipate that end-users will continue to be involved during monthly public Board meetings (where updates on the project will be given) and project meetings. After the completion of the project, end-users will provide, as they do now, the Village Recreation Department with continued feedback and recommendations for continued improvement of Losee Park facilities and amenities.

Upload FilenetDocRetrieval.aspx?docID={CDAA9824-DC56-4C77-9CB1-A2B2B74BFF72}

- 19 End-User Benefit and Engagement, Part 2 (Work Plan Component): Any methods or deliverables related to end-user benefit and engagement described in Program Question 18 must be itemized in the Grantee Defined Work Plan as "Objectives, Tasks, and Performance Measures" in the Grants Gateway. Are project deliverables associated with end-user benefit and engagement itemized as "Objectives, Tasks, and Performance Measures" in the Grantee Defined Work Plan? (Yes/No/Not Applicable)

Yes

- 20 Project Sustainability/Durability: Projects are expected to be supported after the grant/project is completed. Projects should be sustainable without substantial maintenance. Describe how the project will endure after conclusion of the grant. Supporting documentation may be uploaded as justification.

RFA Reference: Project Sustainability/Durability, Page 14

Please limit uploads to those necessary and relevant to this question. Check files after uploading; do not upload duplicate files.

The Village of Tarrytown allocates and will continue to allocate local revenue funds to its Department of Public Works and Recreation Department for the annual and long-term maintenance of waterfront infrastructure such as shoreline stabilization and kayak/ canoe launch. The Village has employed similar commitments for the ongoing maintenance of its kayak/ canoe launch at the Tarrytown Lakes. The proposed project will include shoreline sustainability elements that will reduce the need for substantial maintenance. See attached letter of commitment from the Village.

Upload FilenetDocRetrieval.aspx?docID={E2AA2761-DF71-47F9-844A-246714044641}

- 21 Permits: Which of the following applies to your application in terms of permit requirements?
1. Application is for a construction project, and applicable permits are secured (permit cover letter(s) are uploaded as a single PDF file for this Program Question).
 2. Project proposes both planning and construction, and completing the permit process is included in the Work Plan and timeline.
 3. Project is for planning, and a NYSDEC jurisdictional review is included in the Work Plan and timeline.
 4. Other - explain in a few words.

RFA Reference: Permit Requirements, Page 15

Please limit uploads to those necessary and relevant to this question. Check files after uploading; do not upload duplicate files.

2. Project proposes both planning and construction, and completing the permit process is included in the Work Plan and timeline. The permit process for shorebank stabilization has begun and the Village is responding to DEC comments.

Upload

- 22 Availability to the Public and Landowner Permission, Part 1 (Site Availability): Which of the following applies to your application in terms of access to the property impacted by the project?
1. You are the landowner, so documented permission is not required. The property impacted by the project will be open and available to the public.
 2. You are not the landowner, but permission from the landowner is documented (indicating willingness for the project to take place on the property, and for it to remain open and available to the public). Appropriate documentation is uploaded for Program Question 23.
 3. You are not the landowner, but have the legal right to maintain the property. The property impacted by the project will be open and available to the public. Appropriate documentation is uploaded for Program Question 23.
 4. Other - Explain in a few words. Appropriate documentation is uploaded for Program Question 23.

RFA Reference: Page 15

1. You are the landowner, so documented permission is not required. The property impacted by the project will be open and available to the public.

- 23 Availability to the Public and Landowner Permission, Part 2 (Documentation): Projects must be open and available to the public. For projects involving work on property owned by an entity that is not the applicant, the applicant must provide as an upload to the application, written documentation from the landowner indicating willingness for the project to take place on their property. For example, a "Friends of the Park" group must have written permission from the park owner. Is documentation of landowner permission uploaded? (Yes/No/Not Applicable)

All documentation must be provided at the time of application. Applicants MUST upload one single PDF file of all written permission. If the project does not require landowner permission, answer the question with "N/A".

RFA Reference: Availability to the Public and Landowner Permissions, Page 15

Please limit uploads to those necessary and relevant to this question. Check files after uploading; do not upload duplicate files.

Not Applicable

Upload

- 24 Applicant Skills and Experience (Qualifications): Describe, in detail, the knowledge, skills and/or experience the applicant possesses to successfully implement the proposed project. Identify lead staff who will be working on the project, and provide details on applicant track record for implementing the proposed type of project (including previous grant experience with the Hudson River Estuary Program, if any). Note: Applicants are urged to fully address this application requirement. Failure to earn any points for this Program Question will result in the application being ranked "Low" (tied to Bonus Points for Minimum Standards, pg. 19 of the RFA).

RFA Reference: Knowledge, Skills and Experience (Qualifications), Page 15

The Village has completed several grant-funded waterfront-related projects, including:

- The Hudson River Estuary Program awarded \$100,000 to the Village in 2007 to facilitate the transfer and development of open space (2.6 acres) to create the Scenic Hudson RiverWalk Park.
- Redevelopment of Pierson Park (\$2.37 million grant from DOS LWRP), including new tennis and basketball courts (OPRHP grant).
- Andre Brook restoration (DOS LWRP grant)
- Shoreline stabilization along Pierson Park (CDBG grants)

Lead staff working on the project include:

Richard Slingerland, Village Administrator, has over 25 years' experience as Village Administrator and successfully managed —on time and on budget—several grant-funded projects for both Tarrytown and Mamaroneck;
Donato Pennella, Village Engineer, has over 20 years' experience managing municipal infrastructure projects; and
James Hart, Village Treasurer, has over 20 years' municipal finance experience, including grant-funded projects.

- 25 Project Cost Effectiveness and Funding: Describe the cost effectiveness of the proposed project. Identify and describe any aspect of the project that qualifies it as significantly cost effective. List the source(s) and amount of secured funding for the project, including the source(s) and amounts of Match funds. Applicants that provide 30% eligible match or more above the minimum 15% match may be eligible for additional points for cost effectiveness. Reminder - State and/or Federal funding sources are not considered to be eligible forms of Match funds and are not eligible for reimbursement. Note: Applicants are urged to fully address this requirement. Failure to earn points for this question will result in the application being ranked "Low" (tied to Bonus Points for Minimum Standards, pg. 19 of the RFA).

RFA Reference: Cost Effectiveness, Page 16

Please limit uploads to those necessary and relevant to this question. Check files after uploading; do not upload duplicate files.

The total cost of the project is \$750,000, which includes \$590,000 for Losce Park shorebank stabilization (see quote from McLaren Engineering) and \$160,000 for improvements to the kayak/ canoe launch ramp at Losce Park (see attached Village of Tarrytown Engineer's cost estimate). The proposed cost estimates include storm resiliency elements (natural stone rip rap) for shorebank stabilization and universal design elements for the kayak/ canoe launch access ramp and other accessibility features to be determined during the design phase with end-user engagement. The Village is committed to a 50% local revenue match, or \$375,000, toward the completion of this project and is requested 50% of the project cost, or \$375,000, from the Hudson River Estuary Program (see attached Village commitment letter).

Upload [FilenetDocRetrieval.aspx?docID={FD750E2F-2D37-4268-BC3C-A8C8BAFB1ED1}](#)

- 26 Regional Economic Development Plan: Describe how the project will implement part of the Regional Economic Development Council (REDC) plan. Provide a brief narrative describing the economic benefits of the proposed project and how the project

9

aligns with the strategies of the REDC plan. If the project will not implement an REDC plan, you must answer the question with "N/A".

RFA Reference: Statewide Priority Points, Page 16

The project will implement the following goals and strategies in the Mid-Hudson REDC Plan:

Goal III(1): encouraging support for waterfront projects that are generally consistent with local planning principles (Hudson Valley Greenway, DOS-funded Revitalizing Hudson Waterfronts, the Hudson River Estuary Program);
 Goal III(5) Prioritize public park projects that link city/town centers and transit stations with open space...protect clean water and ecological resources that are buffers to existing state and other parks;
 Goal X (E) support programs that mitigate flooding consequences associated with global warming and adapt to rising water levels;
 Goal XIII (4) and (6) Promote waterfront development to enhance tourism and recreation-link urban centers via waterfronts, greenways, and parks; and encourage waterfront projects that are generally consistent with local environmental planning principles, local comprehensive plans and zoning, state smart growth law, and that are transit-oriented.

- 27 Environmental Justice: Briefly describe how the project will benefit minority or low-income populations that experience disproportionate adverse environmental impacts. Include the exact street location, or close approximation, where the project is to be implemented and where the benefit will be provided. If you are unable to determine if the project will benefit an EJ Community, provide the information requested and a determination will be made during the review process. If the project will not benefit an EJ Community, you must answer the question with "N/A".

RFA Reference: Statewide Priority Points, Page 16

Losee Park is located along the Tarrytown waterfront between Green Street and the Hudson River (east and west) AND between the Washington Irving and Tarrytown Boat Club Marinas (south and north). Losee Park is in a HUD-designated low-moderate income Census tract (115) that includes Franklin Towers Public Housing and Asbury Terrace affordable housing residences as well as recently developed Hudson Harbor luxury housing. The waterfront parks are the primary recreational facilities for this primarily low-moderate income neighborhood. The facilities are utilized by summer youth camps as well as youth programs for baseball, softball, soccer, and football. The Tarrytown Senior Center is located nearby at Pierson Park and seniors enjoy RiverWalk recreational activities. Many residents from the EJ areas located along the adjacent Sleepy Hollow/Tarrytown border currently benefit from the use of recreational facilities at the Tarrytown waterfront, including Losee Park.

- 28 Community Support: Support "above and beyond" end-user engagement (Program Question 18), of local, county or state appointed or elected officials is strongly encouraged. Identify the specific local, county, or state appointed elected officials in support of the project, and describe the support. Letters from such officials are recommended to substantiate their support. Applicants must upload, in a single pdf file, a copy of all letters of support.

RFA Reference: Community Support, Page 17

Please limit uploads to those necessary and relevant to this question. Check files after uploading; do not upload duplicate files.

The project is supported by Congresswoman Nita Lowey, NYS Assemblyman Thomas Abinanti, and Westchester County Legislator Alfreda Williams.

Upload FilenetDocRetrieval.aspx?docID={A67DA339-0957-432A-A21B-09C3D92A6428}

29 Pre-submission Upload Checklist Requirement:

As a reminder please complete the mandatory checklist available in Appendix VII of the RFA to ensure eligibility. Have you completed, saved and uploaded the checklist under Pre-Submission Uploads? (Yes/No)

RFA Reference: Checklist, Page 45

Yes

Personal Services - Salary

Instructions:

1. Please complete all the required fields.
2. Select the Save button above to save your work frequently.
3. Once a Salary position has been saved successfully, select the Add button above to add additional Salary position.
4. Click Forms Menu to return to the navigation links.

Salary Detail

In the Salary section only include staff positions related to the implementation and administration of the program. If Salary is not applicable leave this section blank.

Details

Position/Title NA
 Role/Responsibility NA
 # in Title 0

Financial

Annualized Salary Per Position \$0

STD Work Week (hrs)

% Funded %

Months Funded

Total Grant Funds \$0

Total Match Funds \$0

Match % 0%

Total Other Funds

Line Total	\$0
Category Total	\$0.00

[Click here to see a summary of the detail entered for this category.](#)

[category total summary](#)

Personal Services - Salary Narrative

Instructions:

1. Please complete narrative field.
2. Select the Save button above to save your work frequently.
3. Click Forms Menu to return to the navigation links.

Salary Narrative

Provide an explanation of any exceptions in staffing patterns and/or annual salary costs.

Personal Services - Fringe

Instructions:

1. Please complete all the required fields.
2. Select the Save button above to save your work frequently.
3. Once a Fringe item has been saved successfully, select the Add button above to add additional Fringe items.
4. Click Forms Menu to return to the navigation links.

Fringe Detail

Fringe Benefits should be budgeted in line with your organization's Standard Fringe Benefit Policy and/or Negotiated Bargaining Agreements and should not exceed the current NYS rate. Provide a brief explanation of the percentage and composition of the fringe benefit structure. If fringe is not applicable, leave this section blank.

Details

Fringe - Type/Description NA
 Justification NA

Financial

Total Grant Funds \$0

Total Match funds

Match % 0%

Total Other funds

Line Total	\$0
Category Total	\$0.00

[Click here to see a summary of the detail entered for this category.](#)

[category total summary](#)

Personal Services - Fringe Narrative

9

Instructions:

1. Please complete narrative field.
2. Select the **Save** button above to save your work frequently.
3. Click **Forms Menu** to return to the navigation links.

Fringe Narrative

Fringe Benefits should be budgeted in line with your organization's Standard Fringe Benefit Policy and/or Negotiated Bargaining Agreements and should not exceed the current NYS rate. Provide a brief explanation of the percentage and composition of the fringe benefit structure. If the budgeted fringe benefits represent an exception of the current NYS rate, please explain the difference.

Contractual**Instructions:**

1. Please complete all the required fields.
2. Select the **Save** button above to save your work frequently.
3. Once a Contractual item has been saved successfully, select the **Add** button above to add additional Contractual items.
4. Click **Forms Menu** to return to the navigation links.

Contractual Detail

In the Contractual Services section should include costs for services rendered to the project under a format or written agreement such as direct provision of services by contractual arrangement. If Contractual is not applicable leave this section blank.

Details

Contractual -
Type/Description Losce Park Shoreline Stabilization
Justification See attached quote from McLaren Engineering, including storm resiliency elements
Financial
Total Grant Funds \$295,000.00
Total Match Funds \$295,000.00
Match % 0%
Total Other Funds

Line Total	\$590,000.00
Category Total	\$750,000.00

Click here to see a summary of the detail entered for this category.

[category total summary](#)

Contractual**Instructions:**

1. Please complete all the required fields.
2. Select the **Save** button above to save your work frequently.
3. Once a Contractual item has been saved successfully, select the **Add** button above to add additional Contractual items.
4. Click **Forms Menu** to return to the navigation links.

Contractual Detail

In the Contractual Services section should include costs for services rendered to the project under a format or written agreement such as direct provision of services by contractual arrangement. If Contractual is not applicable leave this section blank.

Details

Contractual -
Type/Description Kayak/ Canoe Launch Access Walkway and Ramp
Justification See attached Village Engineer's Cost estimate, including Universal Design Elements to be determined

Financial

Total Grant Funds \$80,000.00

Total Match Funds \$80,000.00

Match % 0%

Total Other Funds

Line Total	\$160,000.00
------------	--------------

Category Total	\$750,000.00
----------------	--------------

Click here to see a summary of the detail entered for this category.

[category total](#)[summary](#)

Travel

Instructions:

1. Please complete all the required fields.
2. Select the Save button above to save your work frequently.
3. Once a Travel item has been saved successfully, select the Add button above to add additional Travel items.
4. Click Forms Menu to return to the navigation links.

Travel Detail

This section is used to itemize travel costs. If Travel is not applicable leave this section blank.

Details

Travel - Type/Description NA

Justification NA

Financial

Total Grant Funds \$0

Total Match Funds \$0

Match % 0%

Total Other Funds

Line Total	\$0
------------	-----

Category Total	\$0.00
----------------	--------

Click here to see a summary of the detail entered for this category.

[category total summary](#)

Equipment

Instructions:

1. Please complete all the required fields.
2. Select the Save button above to save your work frequently.
3. Once an Equipment item has been saved successfully, select the Add button above to add additional Equipment items.
4. Click Forms Menu to return to the navigation links.

Equipment Detail

This section is used to itemize both purchased and rental equipment costs. If Equipment is not applicable leave this section blank.

Details

Equipment - Type/Description NA

Justification NA

Purchase/Rent? Purchase*

Financial

Total Grant Funds \$0

Total Match Funds \$0

Match % 0%

Total Other Funds

Line Total	\$0
------------	-----

Category Total	\$0.00
----------------	--------

9

[Click here to see a summary of the detail entered for this category.](#)

[category total summary](#)

Equipment Narrative

Instructions:

1. Please complete narrative field.
2. Select the Save button above to save your work frequently.
3. Click Forms Menu to return to the navigation links.

Equipment Narrative

Provide documentation regarding bids received for equipment purchases. This field can be used to reference additional documents that are submitted with the application/contract.

Provide a justification for any exceptional equipment purchase/rental costs as related to the program needs. For example, a program may have a dollar threshold whereby equipment purchases of a certain amount must be justified. For ongoing or multiyear contract, justification is required for new items of equipment only.

Other Expenses Detail

Instructions:

1. Please complete all the required fields.
2. Select the Save button above to save your work frequently.
3. Once an other expense item has been saved successfully, select the Add button above to add additional other expense items.
4. Click Forms Menu to return to the navigation links.

Other Expenses Detail

If Other Expenses is not applicable, leave this section blank.

Details

Other Expenses -	NA
Type/Description	
Justification	NA
Financial	
Total Grant Funds	\$0
Total Match funds	\$0
Match %	0%
Total Other funds	

Line Total	\$0
Category Total	\$0

[Click here to see a summary of the detail entered for this category.](#)

[category total summary](#)

Other Narrative

Instructions:

1. Please complete all the required fields.
2. Select the Save button above to save your work frequently.
3. Click Forms Menu to return to the navigation links.

Other Expenses Narrative

If applicable, please provide an explanation of any extraordinary costs or significant changes to the original contract. For example, a program may have a dollar threshold whereby the other cost category expenses of a certain amount must be justified.

Expenditure Summary

Instructions:

1. Save this form to display a roll-up of the category budget details.
2. Click Forms Menu to return to the navigation links.

Category of Expense	Grant Funds	Match Funds	Match % Calculated	Match % Required	Other Funds	Total
1. Personal Services						
a) Salary	\$0	\$0	0%	0%	\$0	\$0
b) Fringe	\$0	\$0	0%	0%	\$0	\$0
Subtotal	\$0	\$0	0%		\$0	\$0
2. Non Personal Services						
a) Contractual	\$375,000.00	\$375,000.00	100%	0%	\$0	\$750,000.00
b) Travel	\$0	\$0	0%	0%	\$0	\$0
c) Equipment	\$0	\$0	0%	0%	\$0	\$0
d) Space/Property & Utilities	\$0	\$0	0%	0%	\$0	\$0
e) Operating Expenses	\$0	\$0	0%	0%	\$0	\$0
f) Other	\$0	\$0	0%	0%	\$0	\$0
Subtotal	\$375,000.00	\$375,000.00	100%		\$0	\$750,000.00
Total	\$375,000.00	\$375,000.00	100%	15%	\$0	\$750,000.00
PERIOD TOTAL	\$0					

Match Worksheet**Instructions:**

1. Please complete all the required fields.
2. Select the **Save** button above to save your work frequently.
3. Once an match item has been saved successfully, select the **Add** button above to add additional match items.
4. Click Forms Menu to return to the navigation links.

Match Worksheet**Detail**

Provide detail on the match amounts identified in the detail worksheets. Complete the Form of Documentation Provided column and provide required matching funds documentation with the application/contract package.

Details

Source of Matching Funds Village of Tarrytown Local Revenue Funds

Describe Match Source

Local

(I.E. Local, State, Federal, or Private)

Form of Documentation Provided Attached Commitment Letter in Cost Effectiveness Section per July 16 Village Board Resolution

Financial

Match Amount \$375,000.00*

Line Total	\$375,000.00
Match Worksheet Detail Total	\$375,000.00
Budget Detail Match Total	\$375,000.00

category total summary

Work Plan Overview Form

Instructions:

The purpose of this form is to capture organizational information necessary for application processing, as well as a detailed accounting of the proposed or funded project. It is made up of three sections:

1. Project Summary
2. Organizational Capacity
3. Project Details - Objectives, Tasks and Performance Measures

If applicable, specific instructions/requirements for completing these sections may be found in the Grant Opportunity under which you are applying. Click Forms Menu to return to the navigation links.

Work Plan Period: From 2/1/2019 To 12/31/2019

Project Summary

Provide a high-level overview of the project, including the overall goal and desired outcomes. Include information such as location, target population, overall number of persons to be served, service delivery method and hours of operation. The Village of Tarrytown is requesting \$375,000 from the Hudson River Estuary Natural Resources Damages Grant program, in order to extend the stabilization of the Hudson River shorebank of Losee Park and to improve access to the existing kayak/ canoe launch at the Park. The current bulkhead and kayak launch ramp at Losee Park are both eroding and becoming increasingly unsafe for public access. In particular, the project will use sustainable shoreline principles to extend and replace the existing concrete rubble and rotted out steel sheet pile bulkhead with 209 linear feet of natural stone riprap along Losee Park's shorebank with the Hudson River. The project will use universal design methods to replace the existing gravel and sand walkway/ and kayak launch, which shifts with the tide and poses trip and fall hazards, with a concrete access ramp from the parking lot down to the water to enhance safe end-user access to the river.

This project will complement other projects at Losee Park currently under design and funded including:

- Newly installed two 8-kayak racks, for a total capacity of 16 kayaks, for seasonal use, with more than 50% rented in this first year alone.
- New York State Community Benefit Fund (CBF) grant for new LED ballfield lights on both Losee Park ballfields
- New York State CBF-funded grant for new 250 linear feet segment of shore-bank hardening
- New York State LWRP, Westchester County and Village co-funded segment of the Hudson River Walk, from the commuter lot by the Parks Storage Building in the north down and across the ballfields to the Losee Park parking lot to the south, between the ballfields and Washington Irving Boat Club.

The shoreline stabilization of Losee Park and improved kayak launch is consistent with past investments by the Village, County, State, and community groups to revitalize the Tarrytown waterfront and to increase public access to the Hudson River. The Village and its partners have created the Scenic Hudson RiverWalk, rehabilitated nearby Pierson Park, and created new basketball and tennis courts, new aquatic center, and other recreational amenities for all members of the public to enjoy new access to the Hudson River.

Organizational Capacity

Describe the staffing, qualifications and ongoing staff development/training activities, and relevant experience of the provider organization to support the project.

The Village of Tarrytown has successfully completed several grant-funded waterfront-related projects over the past 10 years, including the following:

- The Hudson River Estuary Program awarded \$100,000 to the Village of Tarrytown in 2007 (contract # C303661) for the Tarrytown Waterfront Parks project, which successfully facilitated the transfer and development of open space (about 2.6 acres) along the Village of Tarrytown's Hudson River waterfront property from a private developer to the Village of Tarrytown in order to create the Scenic Hudson RiverWalk Park.
- Redevelopment of Pierson Park through a \$2.37 million grant from DOS LWRP
- Development of new tennis and basketball courts adjacent to Pierson Park through the support of a grant from OPRHP.
- Andre Brook restoration through a \$737,000 grant from DOS LWRP

Lead staff working on the project will include Richard Slingerland, Village Administrator; Donato Pennella, Village Engineer; and James Hart, Village Treasurer. Mr. Slingerland has over 25 years' experience as Village Administrator and successfully managed—on time and on budget—several grant-funded projects for both the Villages of Tarrytown and Mamaroneck. Mr. Pennella has over 20 years' experience managing municipal infrastructure projects; and Mr. Hart has over 30 years' municipal finance and budget experience and has fiscally administered numerous grant-funded projects throughout his career.

Objectives**Instructions:**

1. Enter an *Objective* in the field provided below.
2. Select the *Save* button.
3. To add another *Objective*, when applicable, select the *Add* button above.
4. Follow the directions below for adding *Tasks* to the *Objective*.
5. Click Forms Menu to return to the navigation links.

Objective Name

To stabilize the Losee Park Shorebank

Objective Description

The project will remove existing concrete rubble and install new natural stone rip rap along 209 LF of shorebank along the southwest corner of Losee Park, adjacent to the kayak/ canoe launch ramp.

Instructions for Adding Tasks for this Objective:

Click the **Task** link in the Forms Menu navigation panel above to add a Task to this Objective.

Objectives

Instructions:

1. Enter an *Objective* in the field provided below.
2. Select the **Save** button.
3. To add another *Objective*, when applicable, select the **Add** button above.
4. Follow the directions below for adding *Tasks* to the *Objective*.
5. Click Forms Menu to return to the navigation links.

Objective Name

Improve Existing Kayak/ Canoe Launch

Objective Description

The project will use universal design methods to replace the existing gravel and sand walkway/ and kayak launch, which shifts with the tide and poses trip and fall hazards, with a concrete access ramp from the parking lot down to the water to enhance safe end-user access to the river; and install universal design features to be determined through the planning and design process to increase and improve public access.

Instructions for Adding Tasks for this Objective:

Click the **Task** link in the Forms Menu navigation panel above to add a Task to this Objective.

Tasks

Instructions:

1. Enter an *Task* in the field provided below.
2. Select the **Save** button.
3. To add another *Task*, when applicable, select the **Add** button above.
4. Follow the directions below for adding *Performance Measures* to the *Task*.
5. Click Forms Menu to return to the navigation links.

Objective: To stabilize the Losee Park Shorebank

Task Name

a. Engagement of Estuary Staff and review of permitting process

Task Description

Project team has already consulted DEC and applied for a permit for shoreline stabilization at Losee Park. DEC has provided comments. Project team will consult with Estuary staff on project details.

Instructions for Adding Performance Measures for this Task:

Click the **Performance Measures** link in the Forms Menu navigation panel above to add a Performance Measure to this Task.

Tasks

Instructions:

1. Enter an *Task* in the field provided below.
2. Select the **Save** button.
3. To add another *Task*, when applicable, select the **Add** button above.
4. Follow the directions below for adding *Performance Measures* to the *Task*.
5. Click Forms Menu to return to the navigation links.

Objective: To stabilize the Losee Park Shorebank

Task Name

b. End-User engagement at Public Board Meetings and Recreation Dept. meetings

Task Description

End-users and public will be invited to Village Board and Recreation Department meetings to review project elements and provide input.

Instructions for Adding Performance Measures for this Task:

Click the **Performance Measures** link in the Forms Menu navigation panel above to add a Performance Measure to this Task.

Tasks

Instructions:

1. Enter an *Task* in the field provided below.
2. Select the **Save** button.

9

3. To add another *Task*, when applicable, select the **Add** button above.
4. Follow the directions below for adding *Performance Measures* to the *Task*.
5. Click Forms Menu to return to the navigation links.

Objective: To stabilize the Losee Park Shorebank

Task Name

Final Design Drawing and Construction Documents-Storm Resiliency Elements included

Task Description

McLaren Engineering is in the process of completing preliminary design drawings in consultation with DEC permitting staff; but the project team will engage Estuary staff and end-users for final design plans and storm resiliency elements.

Instructions for Adding Performance Measures for this Task:

Click the **Performance Measures** link in the Forms Menu navigation panel above to add a Performance Measure to this Task.

Tasks

Instructions:

1. Enter an *Task* in the field provided below.
2. Select the **Save** button.
3. To add another *Task*, when applicable, select the **Add** button above.
4. Follow the directions below for adding *Performance Measures* to the *Task*.
5. Click Forms Menu to return to the navigation links.

Objective: To stabilize the Losee Park Shorebank

Task Name

Removal of Existing Concrete Rubble and Steel Sheet Piling and Installation of Natural Stone Rip Rap

Task Description

Commencement of Construction--all work to be done from the shore so as to minimize impact on Hudson River waters and scheduled in consultation with DEC and Estuary staff.

Instructions for Adding Performance Measures for this Task:

Click the **Performance Measures** link in the Forms Menu navigation panel above to add a Performance Measure to this Task.

Tasks

Instructions:

1. Enter an *Task* in the field provided below.
2. Select the **Save** button.
3. To add another *Task*, when applicable, select the **Add** button above.
4. Follow the directions below for adding *Performance Measures* to the *Task*.
5. Click Forms Menu to return to the navigation links.

Objective: Improve Existing Kayak/ Canoe Launch

Task Name

a. Engagement of Estuary Staff and review of permitting process

Task Description

Estuary staff will be invited and involved at public meetings and phone conferences to review objective workplan and universal design elements.

Instructions for Adding Performance Measures for this Task:

Click the **Performance Measures** link in the Forms Menu navigation panel above to add a Performance Measure to this Task.

Tasks

Instructions:

1. Enter an *Task* in the field provided below.
2. Select the **Save** button.
3. To add another *Task*, when applicable, select the **Add** button above.
4. Follow the directions below for adding *Performance Measures* to the *Task*.
5. Click Forms Menu to return to the navigation links.

Objective: Improve Existing Kayak/ Canoe Launch

Task Name

End-User engagement at Public Board Meetings and Recreation Dept. meetings

Task Description

End-users and public will be invited to Village Board and Recreation Department meetings to review project elements and provide input.

Instructions for Adding Performance Measures for this Task:

Click the **Performance Measures** link in the Forms Menu navigation panel above to add a Performance Measure to this Task.

Tasks

Instructions:

1. Enter an *Task* in the field provided below.
2. Select the **Save** button.
3. To add another *Task*, when applicable, select the **Add** button above.
4. Follow the directions below for adding *Performance Measures* to the *Task*.
5. Click Forms Menu to return to the navigation links.

Objective: Improve Existing Kayak/ Canoe Launch

Task Name

Design and Construction Documents-Universal Design and Storm Resiliency Elements included

Task Description

The Village, upon consultation with Estuary staff, will retain a design consultant to provide preliminary and final design documents, that will include construction bid documents with input from end-users on universal design elements and incorporate storm resiliency elements.

Instructions for Adding Performance Measures for this Task:

Click the **Performance Measures** link in the Forms Menu navigation panel above to add a Performance Measure to this Task.

Tasks

Instructions:

1. Enter an *Task* in the field provided below.
2. Select the **Save** button.
3. To add another *Task*, when applicable, select the **Add** button above.
4. Follow the directions below for adding *Performance Measures* to the *Task*.
5. Click Forms Menu to return to the navigation links.

Objective: Improve Existing Kayak/ Canoe Launch

Task Name

Construction of Concrete Kayak Launch and Installation of Universal Design Features

Task Description

The contractor will complete construction of concrete kayak launch and install universal design features that were identified and designed in the planning process with end-users.

Instructions for Adding Performance Measures for this Task:

Click the **Performance Measures** link in the Forms Menu navigation panel above to add a Performance Measure to this Task.

Performance Measure

Instructions:

1. Enter a *Performance Measure* in the field(s) provided below.
2. Select the **Save** button.
3. To add another *Performance Measure*, when applicable, select the **Add** button above.
4. Click Forms Menu to return to the navigation links.

Objective: To stabilize the Losee Park Shorebank

Task: a. Engagement of Estuary Staff and review of permitting process

Performance Measure Name

Invite and comments at Stakeholder and Project Meetings--Minutes

Narrative

Estuary staff will be consulted through phone and in-person meetings; minutes and notes will be documented.

Upload

Performance Measure

Instructions:

1. Enter a *Performance Measure* in the field(s) provided below.
2. Select the **Save** button.
3. To add another *Performance Measure*, when applicable, select the **Add** button above.
4. Click Forms Menu to return to the navigation links.

Objective:

Task: b. End-User engagement at Public Board Meetings and Recreation Dept. meetings

Performance Measure Name

End-user comments at public meetings will be documented

Narrative

End-users, including kayakers, marina boaters, Losee Park users, RiverWalk enthusiasts, will be invited to provide input at Village Board and Recreation Department meetings.

Upload

Performance Measure

Instructions:

1. Enter a *Performance Measure* in the field(s) provided below.
2. Select the **Save** button.
3. To add another *Performance Measure*, when applicable, select the **Add** button above.
4. Click Forms Menu to return to the navigation links.

Objective:

Task: Final Design Drawing and Construction Documents-Storm Resiliency Elements included

Performance Measure Name

Final Design Drawing and Construction Documents for Shorebank Stabilization

Narrative

Final Design Drawing and Construction Documents for Shorebank Stabilization will be completed by McLaren Engineering per consultation with Estuary staff and end-users.

Upload

Performance Measure

Instructions:

1. Enter a *Performance Measure* in the field(s) provided below.
2. Select the **Save** button.
3. To add another *Performance Measure*, when applicable, select the **Add** button above.
4. Click Forms Menu to return to the navigation links.

Objective:

Task: Final Design Drawing and Construction Documents-Storm Resiliency Elements included

Performance Measure Name

Permitting Process with DEC staff

Narrative

Final design drawings will result in permit approval for construction work to begin.

Upload

Performance Measure

Instructions:

1. Enter a *Performance Measure* in the field(s) provided below.

- 9
2. Select the Save button.
 3. To add another *Performance Measure*, when applicable, select the Add button above.
 4. Click Forms Menu to return to the navigation links.

Objective:

Task: Removal of Existing Steel Sheet Pilings and Installation of Natural Stone Rip Rap

Performance Measure Name

Bid documents for construction

Narrative

Project team will review bid documents for shoreline stabilization work and select contractor.

Upload

Performance Measure

Instructions:

1. Enter a *Performance Measure* in the field(s) provided below.
2. Select the Save button.
3. To add another *Performance Measure*, when applicable, select the Add button above.
4. Click Forms Menu to return to the navigation links.

Objective:

Task: Removal of Existing Steel Sheet Pilings and Installation of Natural Stone Rip Rap

Performance Measure Name

Removal of Existing sheet pile and concrete rubble and install natural stone rip rap

Narrative

Removal of existing sheet pile and concrete rubble and install 209 linear feet of natural stone rip rap.

Upload

Performance Measure

Instructions:

1. Enter a *Performance Measure* in the field(s) provided below.
2. Select the Save button.
3. To add another *Performance Measure*, when applicable, select the Add button above.
4. Click Forms Menu to return to the navigation links.

Objective: Improve Existing Kayak/ Canoe Launch

Task: a. Engagement of Estuary Staff and review of permitting process

Performance Measure Name

Invite and comments at Stakeholder and Project Meetings--Minutes

Narrative

Estuary staff comments will be documented in meeting notes and minutes.

Upload

Performance Measure

Instructions:

1. Enter a *Performance Measure* in the field(s) provided below.
2. Select the Save button.
3. To add another *Performance Measure*, when applicable, select the Add button above.
4. Click Forms Menu to return to the navigation links.

Objective: Improve Existing Kayak/ Canoe Launch

Task: End-User engagement at Public Board Meetings and Recreation Dept. meetings

Performance Measure Name

End-user comments at public meetings will be documented

Narrative

End-user comments, especially among kayakers, will be documented at public Village Board and Recreation Department meetings.

Upload

Performance Measure

Instructions:

1. Enter a *Performance Measure* in the field(s) provided below.
2. Select the **Save** button.
3. To add another *Performance Measure*, when applicable, select the **Add** button above.
4. Click Forms Menu to return to the navigation links.

Objective: Improve Existing Kayak/ Canoe Launch

Task: Design and Construction Documents-Universal Design and Storm Resiliency Elements included

Performance Measure Name

Preliminary Design

Narrative

Design consultant will provide Preliminary Design that includes Universal Design and Storm Resiliency Elements.

Upload

Performance Measure

Instructions:

1. Enter a *Performance Measure* in the field(s) provided below.
2. Select the **Save** button.
3. To add another *Performance Measure*, when applicable, select the **Add** button above.
4. Click Forms Menu to return to the navigation links.

Objective: Improve Existing Kayak/ Canoe Launch

Task: Design and Construction Documents-Universal Design and Storm Resiliency Elements included

Performance Measure Name

Final Design and Construction Documents with Completion of Permitting Process

Narrative

The design consultant will complete final design plans and construction bid documents for the kayak/ canoe launch accessway ramp and other universal design features that includes DEC and Estuary staff in the completion of the permitting process, as well as end-user input on universal design features.

Upload

Performance Measure

Instructions:

1. Enter a *Performance Measure* in the field(s) provided below.
2. Select the **Save** button.
3. To add another *Performance Measure*, when applicable, select the **Add** button above.
4. Click Forms Menu to return to the navigation links.

Objective: Improve Existing Kayak/ Canoe Launch

Task: Construction of Concrete Kayak Launch and Installation of Universal Design Features

Performance Measure Name

Construction Bid documents reviewed and contractor selected

Narrative

The project team will review construction bid documents and select contractor.

Upload

Performance Measure

9

Instructions:

1. Enter a *Performance Measure* in the field(s) provided below.
2. Select the **Save** button.
3. To add another *Performance Measure*, when applicable, select the **Add** button above.
4. Click Forms Menu to return to the navigation links.

Objective: Improve Existing Kayak/ Canoe Launch

Task: Construction of Concrete Kayak Launch and Installation of Universal Design Features

Performance Measure Name

Construction of new concrete access ramp and install of universal design features

Narrative

The contractor will construct about 650 square feet of concrete access ramp from the parking lot to the Hudson River water's edge and install universal design features and amenities that were identified in the planning process and outlined in final design plans/ bid documents.

Upload

Pre-Submission Uploads

Instructions:

1. Select the **Browse** button to locate an upload.
2. Select the **Save** button above to load it into the system.
3. If the Grant Opportunity you are applying for requires that a specific document be uploaded, a link to the Document Template will appear under the upload row. Click the link to download and save the Document Template to your computer. Once you have filled out the Document Template you can use the associated **Upload** row to upload the document as part of your application.

General Instructions: Below is a list of documents an applicant may or may not be required to complete and upload. Please review the Request For Application (RFA) to be sure you provide all necessary and required documents to complete your application. **DO NOT UPLOAD PASSWORD PROTECTED OR SECURED DOCUMENTS. ENSURE ALL PASSWORDS ARE REMOVED PRIOR TO UPLOADING IN THE GRANTS GATEWAY.**

Smart Growth*

Smart Growth Environmental Assessment Form: NYS Smart Growth Public Infrastructure Policy Act (ACT) requires a smart growth assessment of all new State-funded infrastructure projects. Completion of the Smart Growth assessment Form will inform DEC on whether your project qualifies as new infrastructure and, if so, whether or not it complies with the ACT. **PLEASE REMEMBER TO SAVE THIS FORM TO YOUR COMPUTER BEFORE YOU UPLOAD IT BACK INTO THE PRESUBMISSION AREA. IF YOU DO NOT SAVE YOUR INFORMATION FIRST, THE UPLOADED VERSION WILL NOT BE COMPLETE.**

FileNetDocRetrieval.aspx?docID={3192B2E0-C091-41A7-9FD5-E17FB4E1C678}

Document Template: [Click here](#)

Municipal Endorsement

Sample Municipal Endorsement: A not-for-profit organization proposing a project on municipal property must upload a signed municipal endorsement. A municipal endorsement provides authorization for the not-for-profit to conduct the proposed project on municipal property. A sample municipal endorsement can be downloaded here for an applicant's use.

Document Template: [Click here](#)

Work Plan Worksheet

Work Plan Worksheet: The Work Plan Worksheet may be used as a tool to help the applicant organize their proposed project objectives, tasks, and performance measures. The Worksheet should NOT be uploaded back into the Grants Gateway. Only objectives, tasks and performance measures entered into the "Work Plan: Grantee Opportunity Defined" section of the Grants Gateway application will be evaluated and scored.

Document Template: [Click here](#)

Checklist*

This checklist will help you ensure you provide necessary and complete application information. Incomplete application information may impact the eligibility of your application. Upload your completed checklist here prior to submitting your application.

FileNetDocRetrieval.aspx?docID={A852B1DD-1532-4CEC-9F88-1A30D0E0DF6A}

Document Template: [Click here](#)

Place Holder

This section is reserved as a place holder for additional uploads which may or may not be needed or required, at DEC's discretion.

9

Attestation

By clicking the I Agree button below, you certify and agree that you are authorized on behalf of the applicant and its governing body to commit the applicant to comply with the requirements of Article 15-A of the New York State Executive Law: Participation By Minority Group Members and Women With Respect To State Contracts by providing opportunities for Minority-owned Business Enterprise (MBE)/Woman-owned Business Enterprise (WBE) participation. You further certify that the applicant will maintain such records and take such actions necessary to demonstrate such compliance throughout the completion of the project.

By clicking the I Agree button below, you certify that you are authorized on behalf of the applicant and its governing body to submit this application. You further certify that all of the information contained in this Application and in all statements, data and supporting documents which have been made or furnished for the purpose of receiving Assistance for the project described in this application, are true, correct and complete to the best of your knowledge and belief. You acknowledge that offering a written instrument knowing that the written instrument contains a false statement or false information, with the intent to defraud the State or any political subdivision, public authority or public benefit corporation of the State, with the knowledge or belief that it will be filed with or recorded by the State or any political subdivision, public authority or public benefit corporation of the State, constitutes a crime under New York State Law.

Submitted By: Martin Schneider Submitted On: 8/22/2018 9:34:25 AM

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