VILLAGE OF TARRYTOWN
BOARD OF TRUSTEES
WORK SESSION 6:15 P.M.
WEDNESDAY, MARCH 27, 2019
Tarrytown Village Hall
One Depot Plaza, Tarrytown, New York

Board of Trustees Concerns

Executive Session
Interview – Police Officer Candidate

Open Session

1. ARB Law – Proposed Amendments
2. First Discussion - Draft Zoning Law (Station Area Overlay - Comprehensive Plan)
3. Continued Discussion - Fees
4. YMCA – Water
5. Water Meters
6. Agreement – Tarrytown, Sleepy Hollow, Tarrytowns School District re Day Camp Programs
7. Service Award Program 2018 – Volunteer Ambulance Corps
8. Gracemere Park – No Parking in Lot from 10 p.m. to 5 a.m.
9. Arbor Day Resolution
10. Replacement Generator for Tarrytown Water System Pumps
11. 740 South Broadway Historic Designation
12. Contract Award for Losee Park RiverWalk
13. Contract Award for Losee Park Shoreline
14. Discussion – Operating Bicycles on Sidewalks
15. Draft Agreement – Michael and Nancy Coffey re Community Garden
16. Agreement - Westchester County re Enhanced 911 Service

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.

Village of Tarrytown
Comprehensive Plan & Station Area Zoning

ARTICLE ___ STATION AREA OVERLAY

1. Intent and Purpose

The intent and purpose of the Station Area Overlay District (SAO) is to create a built environment that implements the goals and objectives for the station area as detailed in the Tarrytown Comprehensive Plan. Property owners with an eligible parcel(s) in this district can apply to receive an SAO designation which can be affixed to a qualifying parcel of land. Once a parcel receives an SAO designation, the parcel is governed by the use, dimensional and other provisions of the SAO zoning regulations, and SAO zoning replaces the existing zoning. The intent of the SAO is to enable and implement the goals and recommendations outlined in the Village of Tarrytown Comprehensive Plan. The SAO is designed to provide flexibility that will allow different types of uses and forms, while still protecting the interests of the Village. The intent is to allow exceptional and signature developments that are consistent with the Comprehensive Plan, while the specifics have not yet been imagined.

2. Definitions and Word Usage

Unless defined herein in the general definitions in Chapter 305, the following definitions apply.

Affordable Housing
Reference § 305-130.

Blue / Green Strategies
Refer to Blue Roofs and Green Infrastructure below.

Blue Roofs
Rooftop systems that control the discharge of stormwater into a municipal system by detaining stormwater on a roof and until the peak rate of discharge is reduced. (Source: adapted from New York State Department of Environmental Conservation

Cooperative Housing, Collective Housing, Cooperative Living, or Share Housing
A shared living arrangement in a multi-unit building where certain facilities are shared between building occupants, for example kitchen, living, or toilet/bathing facilities.

Green Infrastructure
Green infrastructure includes a wide array of practices at multiple scales to manage and treat stormwater, maintain and restore natural hydrology and ecological function by infiltration, evapotranspiration, capture and reuse of stormwater, and establishment of natural vegetative features. On the local scale green infrastructure consists of site- and neighborhood-specific practices and runoff reduction techniques. (Source: NYSDEC, Stormwater Management Design Manual)

LEED
Leadership in Energy and Environmental Design (LEED) is a rating system devised by the United States Green Building Council (USGBC) to evaluate the environmental performance of a building and encourage market transformation towards sustainable design. (Source: U.S. Green Building Council)

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LEED Certification
A designation given to projects that demonstrate adherence to prerequisites and earn credits across nine measurements for building excellence from integrative process to indoor environmental quality. Based on the number of credits achieved, a project earns one of four LEED rating levels: LEED Certified, LEED Silver, LEED Gold or LEED Platinum. The LEED rating systems work for all buildings at all phases of development and are meant to challenge project teams and inspire outside-the-box solutions. (Source: U.S. Green Building Council)

Live-Work Space or Live/Work Unit
A building or space within a building used jointly for commercial and residential purposes. (Source: American Planning Association / Planning Advisory Service)

Passive House Standards
Passive House building is an internationally recognized, performance-based energy standard in construction that comprises a set of design principles used to attain a quantifiable and rigorous level of energy efficiency within a specific quantifiable comfort level. A passive building is designed and built in accordance with these five building-science principles:

1) Employs continuous insulation throughout its entire envelope without any thermal bridging.
2) The building envelope is extremely airtight, preventing infiltration of outside air and loss of conditioned air.
3) Employs high-performance windows (typically triple-paned) and doors.
4) Uses some form of balanced heat- and moisture-recovery ventilation and a minimal space conditioning system.
5) Solar gain is managed to exploit the sun's energy for heating purposes in the heating season and to minimize overheating during the cooling season

(Source: Passive House Institute US)

Shared Parking
A land use/development strategy that optimizes parking capacity by allowing complementary land uses to share spaces, rather than producing separate spaces for separate uses. In effect, shared parking makes spaces publicly accessible rather than reserved for a particular tenant or property owner. Parking may be privately constructed and operated, depending on a contractual agreement, but should remain within the government's jurisdiction for long-term transport planning purposes. (Source: Institute for Transportation and Development Policy)

Transit-Oriented Development (TOD)
A land use strategy that focuses development around locations that are well served by transit, and that typically includes a mix of land uses, and a more dense development pattern. (Source: Westchester County Planning)

Workforce Housing
One or more dwelling units made available to households earning between 60 and 120 percent of Westchester Area Median Income. (Source: adapted from Urban Land Institute)

Acronyms
MDP Master Development Plan
MNR Metro-North Railroad
MHW Mean High Water
SAO Station Area Overlay
SLR Sea-Level Rise

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3. Boundaries of the Station Area Overlay District
The boundaries of the SAO District are shown on the SAO District Map at _____.

4. Authority
The Village Board has the authority to grant eligible parcel(s) an SAO designation as set forth below in §305-XX.E "Eligibility". A parcel located within the mapped SAO District must receive an SAO designation by the Village Board prior to the Planning Board determining whether to grant or approve a Site Development Plan.

5. Eligibility
This section sets forth standards under which parcels would be eligible for SAO designation by the Village Board. The criteria in this section are separate and distinct from site plan and subdivision requirements which address more specific site layout and design requirements.

1. The parcel is located within the SAO designated area as identified on the Village Zoning Map
2. The applicant states their intention to submit a Master Development Plan consistent with § 305-XX(9).
3. The decision to approve or decline a parcel for SAO designation is purely a legislative determination entirely within the legislative discretion of the Village Board. The Village Board shall have the right to reject any parcel for SAO designation at any stage of the process. As part of its decision to approve a parcel from SAO designation, the Village Board shall determine what the proposed site development plan is consistent with the following SAO objectives:
    a. Promote sustainable development and growth; improve local mobility and regional access; reduce dependence on personal vehicles; connect all parts of the village; expand housing options for a diverse, multi-generational community; protect natural resources; connect and enhance open space resources; strengthen connections to the Hudson River; reduce greenhouse gas emissions; and, minimize local impacts of climate change.

6. Procedure for SAO Designation

An SAO designation can only be granted by the Village Board subject to the following procedure.

1. Pre-application conference. The applicant must, prior to formal submission of their SAO designation application, meet in a pre-application conference with the SAO review staff made up of Village Staff and one member of the Planning Board, to review the requirements and procedures and discuss the planning concepts for the proposed development. The Applicant will pay the pre-application meeting fee (as established by the Village Board).
2. Submission of an application package for a SAO designation to the Village Clerk: The application package shall contain the following required documents and fees:
    a. an SAO Designation Application Form.
    b. A conceptual plan.
    c. Long-form Environmental Assessment Form.
3. Preliminary Village Board action. At its sole discretion, the Village Board will determine whether: (i) to reject the SAO designation application; or (ii) to refer it to the Planning Board for Master Development Plan review and Site Development Plan review.

4. Village Board Referral to the Planning Board. If the Village Board determines that the application may continue and refers it to the Planning Board, the Applicant is required to submit a Master Development Plan consistent with § 305-XX(9) and a site development application in accordance with Article XVI, including all required forms, plans and documents, as well as, required fees and escrow.
5. Master Development Plan and Site Development Plan review by the Planning Board: The Planning Board shall begin the Site Development Plan review, review the Master Development Plan based upon the Performance Criteria set forth in § 305-XX(10), and schedule a public hearing on Master Development Plan and Site Development Plan application in accordance with the requirements set forth in Article XVI. During this step, the Village Board will receive periodic updates from the Planning Board as part of the coordinated review. As soon as practicable, the Planning Board shall complete the scoring process and assign a score based upon the Scorecard (Attachment __).
    a. Prior to determining whether to grant or deny Site Development Plan approval, the Planning Board shall send a written report to Village Board setting forth: (1) the Planning Board's evaluation of the Master Development Plan based upon the eight Performance Criteria and the Planning Board assigned score based upon the Scorecard (Attachment __); and (2) the Planning Board's recommendation that the SAO designation be granted, with or without conditions, or denied and its reasons for such recommendation. The Master Development Plan must receive a passing score based upon the Scorecard to proceed.
    b. Before issuing its report and/or taking any action, the Planning Board shall fully comply with SEQRA.
    c. While the Village Board is considering the Planning Board's report, any public hearing before the Planning shall be adjourned and held open until such time as the Village Board makes a determination on the proposed SAO designation.
6. Decision of Village Board. Upon the Village Board's receipt of the Planning Board's report, along with Master Development Plan, if the Village Board elects to proceed it shall schedule a public hearing on the proposed SAO designation and following said hearing, may by resolution, act either to approve, approve with modifications and/or conditions, or disapprove the SAO designation. The Village Board shall fully comply with SEQRA prior to issuing any designation.
7. Completion of Land Use Review Process. If the Village Board determines to approve the SAO designation (including to approve with modification and/or conditions), the Planning Board will place the application on its first available agenda and will continue with its Site Development Plan review and any other required land use approvals (such as preliminary and final subdivision review). The Applicant shall not be able to apply the SAO designation unless and until the Planning Board grants Site Development Plan approval.

7. Use Regulations

A. Pre-existing Uses and Buildings.

Any building permit or Site Development Plan approval issued before the date of adoption of this Section shall remain in effect for the underlying zone that the parcel is located within until a project is granted an SAO designation by the Village Board as set forth in §305-XX E Eligibility. Buildings existing before the date of adoption, or subsequent amendment, of this Section are allowed to expand and modify as permitted under the underlying zoning unless they have previously received an SAO designation. Once a parcel receives an SAO designation, the parcel is governed by the use, dimensional and other provisions of the SAO zoning regulations, and SAO zoning replaces the existing zoning.

B. Permitted Uses

Any principal use permitted in any district in the Village of Tarrytown or any combination of such uses is a use permitted in the SAO provided the proposed use's Master Development Plan receives a receive a passing score on the SAO Scorecard as described in § 305-XX(9)(C).

8. Density/Development Regulations

A. Building Height Measurement in SAO

Building height for buildings permitted in the SAO district is measured from the average elevation of the existing (predevelopment) grade of the property, or from a plane formed by the Base Flood Elevation from the Federal Emergency Management Agency's 2014 preliminary Flood Insurance Rate Map (pFIRM), or subsequent revisions, plus three feet, whichever is higher. Building height is the vertical distance from the higher of these points to the highest point of the roof for flat roofs, to the deckline of mansard roofs and to the mean height between eaves and ridge for gable, hip and gambrel roofs.

B. Maximum Building Height.

1. The maximum base height permitted for buildings east of the Metro North Railroad tracks is six stories or 72 feet, whichever is less. After six stories or 72 feet, a 40-foot setback is required, with the maximum tower height of ten stories or 120 feet, whichever is less. The maximum building height permitted west of the Metro North Railroad tracks is five stories or 60 feet, whichever is less. Reference Neighborhood Character below for a complete description of the Performance Criteria.

2. The rooftop obstructions are not permitted to exceed the maximum building height unless granted a waiver by the Planning Board. For the purpose of this provision, rooftop obstructions are defined as:

- Parapets less than four feet,
- Stair and elevator bulkheads,
- Cooling towers, water tanks, and other mechanical equipment which occupy less than 20% of the roof area,
- Skylights or other daylighting devices,
- Decking and other surfaces for recreational activities,
- Vegetation, planting boxes less than four feet, soil and drainage systems, arbors, trellises, water collection devices and sun control devices,
- Solar energy systems less than four feet.
- And other similar type items

In no case can rooftop obstructions exceed the maximum building height by more than 10 feet, west of the Metro North Railroad tracks, or 20 feet, east of the Metro North Railroad tracks.

9. Master Development Plan and SAO Scorecard

For any Applicant seeking SAO designation, the applicant shall prepare a Master Development Plan (MDP). The MDP shall be consistent with the adopted Tarrytown Comprehensive Plan and Tarrytown's adopted Local Waterfront Revitalization Plan (if applicable, currently N/A). The purpose of an MDP is to provide additional information so that the proposed use and development can be evaluated based upon the Performance Criteria set forth in § 305-XX(10) and assigned a score based upon the SAO Scorecard (see Attachment _____).

A. Master Development Plan.
At minimum, an MDP shall include the following drawings and materials: (a) site plan that complies with the requirements of Article XVI; (b) Landscape plan; (c) Streetscape plans and elevations; (d) Parking plan; (e) Visual Analysis including rooftop obstructions if applicable; (f) Preliminary Infrastructure Analysis; and (g) Phasing plan, if the project is to be built in phases

The MDP must also include a discussion of required utilities and a plan for the supply of water and wastewater disposal, which must include a discussion of the current condition and capacity of all public utilities that the development will be required to use. The MDP must also show how any development in the SAO will be resilient to periodic storm events and long-term sea level rise. The MDP must also include a viewshed analysis and photosimulations that demonstrate the development's impact on the viewpoints identified in section _____. The MDP shall also contain such other information as the Planning Board deems necessary to demonstrate how the proposed development performs against the Performance Criteria found in § 305-XX(10)

B. Review of MDP
The Planning Board shall review and evaluate the MDP according to Performance Criteria identified in § 305-XX(10). The Planning Board, may refer the Master Development Plan to a planner, attorney, engineer, landscape architect, environmental expert or other professional necessary to enable it to review such application. Fees for such services will be paid in accordance with § 305-138(B) and § 305-138(C).

C. Scoring the MDP
The Planning Board will use the SAO Scorecard (see Attachment ____) to evaluate a MDP's performance against the Performance Criteria. The scores an MDP receives on each component of the performance criteria will be determined by the Planning Board, as assisted by professional staff and experts working on their behalf. At their option, the Planning Board may also choose to weight elements of the scorecard differently based upon the nature of the development described in the MDP. Using the SAO Scorecard and a 100-point scale, a score of 75 is a passing score. A passing score is a condition to the granting of Site Development Plan approval. An MDP that does not receive a passing score will not be eligible for SAO Designation and a failing MDP will not be referred from the Planning Board to the Village Board for further review.

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10. Performance Criteria

Master Development Plans are evaluated against eight Performance Criteria. Performance Criteria and their Components are categories of public concern identified in the Village of Tarrytown Comprehensive Plan against which all MDPs are evaluated. Performance Criteria are made up of Components, which are implemented through the SAO Scorecard. MDPs must receive a passing score from the SAO Scorecard to be eligible for an SAO designation by the Village Board. Low scores in one Performance Criterion may be offset by high scores in other Performance Criteria to achieve a passing score. There are eight Performance Criteria, each with their own Goals and Components as set forth below:

1. Land use

Goals:
East of the tracks, the mix of land uses in the Station Area will help create a dynamic, transit-oriented neighborhood that anchors the area around the Metro-North Railroad (MNR) Station. This land use mix will promote the village as a regional hub and destination, while serving Tarrytown's residential population through the provision of neighborhood amenities, as well as broadening the local economy and growing the tax base. Any residential component should include a mix of housing unit sizes and models that will serve the needs of a wide range of living needs and incomes. Office spaces may include co-working, incubator spaces, and live-work.

West of the tracks, the mix of land uses will prioritize public access and water-based recreational uses that enable the waterfront to become a year-round destination within the village.

Components:

- The MDP incorporates the mix of uses reflecting the goals of the area. Retail uses will be planned to support the other proposed uses of the SAO and not supplant the existing downtown retail.
- The MDP shows workspaces that are flexible and expand the range of offerings within Tarrytown.

2. Mobility & Access

Goals:
All developments will enhance pedestrian safety and access within the SAO. All developments and their pedestrian, vehicle, and bicycle access will be coordinated with the street network, connect to each other and facilitate access to the waterfront, the Station, the adjacent downtown area, and encourage access to Tarrytown and nearby destinations beyond the Station Area.

Components:

- The MDP shows Complete Streets, defined as roadways planned and designed to consider the safe, convenient access and mobility of all roadway users of all ages and abilities.[1]

[1] As discussed in Chapter 398 of the Laws of the State of New York. Information about Complete Streets is distributed by NYS DOT here: https://www.dot.ny.gov/programs/completestreets. The Planning Board may update or replace these guidelines as necessary.

- The MDP improves connections between new facilities and all transit modes at Depot Plaza.
- The MDP provides access to new and existing parks.
- The MDP demonstrates that every unit has a direct pedestrian route to the MNR station, including through a building, provided public access is maintained, or to an intersection that has a direct pedestrian route to the train station.
- Where applicable, the MDP improves the connection between the MNR Station and downtown.

3. Transportation & Parking

Goals:
All developments will support the transit-oriented goals for the Station Area while providing parking types and levels sufficient for the land uses proposed.

Components:

- The MDP demonstrates how all parking needed by residents, workers, customers, and visitors will be provided. Solutions may be shared or separate, structured on-site, off-site, above ground, or below ground. Any parking facilities must include car share, bicycle parking, and electric vehicle / electric bike charging infrastructure.
- All parking solutions should minimize surface parking lots.
- The MDP demonstrates how it will accommodate different modes of transportation, which may include bicycles, bike share, ride share, and transit.
- Any commuter parking that is displaced will be replaced in a structure within the SAO.

4. Affordable Housing

Goals:
Any residential component of developments within the SAO will expand the supply of permanently affordable housing and offer alternative models of housing within Tarrytown in order to serve a range of resident incomes and household types. The minimum requirement for the affordable component will follow § 305-130, although it is highly desirable to exceed the quantity and/or level of affordability provided by the code minimums.

Components:

- The MDP includes a mix of unit types, sizes, and price points. These may include workforce housing, live/work units, and cooperative housing.
- The MDP includes residential units for both renters and owners.
- The MDP should include units that are managed as permanently affordable housing.[2] All affordable units should be integrated within mixed-income buildings.
- The MDP includes a provision for senior housing in the Station Area. Innovative siting of senior housing, such as it being located near or within the same building as day-care or nursery schools, is encouraged.

[2] Reference § 305-130.

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5. Neighborhood Character

Goals:
Development in the SAO will create a sense of place and arrival at the train station, completing the waterfront neighborhood. Development east of the tracks will maintain a scale and block structure that supports street-level activities and enhances the transition from the waterfront, to the Station Area, and to the village downtown. Development in the SAO will not impact public scenic views of the Hudson River and Palisades.

Components:

- The Visual Analysis, included with the MDP, must demonstrate no significant impact on public scenic viewsheds, including views to the Hudson River and Palisades. The technique for photosimulations is described in § 305-XX(11). This impact will be demonstrated with verifiable digital photomontages of the proposed development from the following viewpoints:
    - View along Wildey St at N Broadway – toward the Hudson River
    - View from Neperan Rd at Grove St – W/NW toward the Hudson River
    - View along Altamont Ave – W toward the Hudson River
    - View along Benedict at Rosehill Ave – toward the Hudson River
    - View along Main St at Broadway – toward the Hudson River
- The MDP shows uses that are consistent with residential and recreational uses (e.g. MDP demonstrates no impacts to air quality, water quality; the MDP does not describe uses that introduce significant noise and vibrations).
- The MDP contains active and transparent ground floor uses designed for pedestrian access and circulation with building orientation planned to improve wayfinding, access, and contribute to a sense of arrival at the train station.
- The MDP shows a development that is designed primarily around the pedestrian and not the automobile.
- The MDP's landscape plan is complete and includes native plantings, street trees and full-cutoff, non-polluting light fixtures to encourage dark sky lighting. The landscape plan must be coordinated with any village street furniture.

Methods:
The photosimulations required to demonstrate the impact on the viewpoints listed in the Neighborhood Character Performance Criteria must be performed as follows.

1. The photosimulations must be produced using a technique that merges and existing conditions photograph with an elevated 3D computer model of the Master Development Plan and references. The existing photograph and the 3D computer model must be merged using references that exist in both the photograph and the 3D model. The photosimulations should accurately represent the MDP using photorealistic textures that portray the facades and building colors proposed. Streets, sidewalks, landscaping, and anything placed on a roof are a part of the MDP and should be shown in the photosimulations. The lighting used in the photosimulation should be set to the time of day and time of year of when the photographs were taken.

2. The existing condition photographs should be taken from the viewpoints identified from the location that provides the best view toward the project. They must show leaf-off, no snow conditions and must be taken when atmospheric conditions are clear. Photographs should be taken with at least a 50mm equivalent (normal) lens or

telephoto lens. Wide angle lens may only be used when they are necessary to include all elements of the MDP within the frame of the photograph.

3. The Planning Board may require an audit of the photosimulations to ensure that the proper methods have been used and that they accurately reflect all of details of the MDP. The applicant must provide reasonable access to the data used to produce the visual simulations, and the personnel who produced the visual simulations must granted to auditors identified by the Planning Board, should the Planning Board believe that such audit is required.

6. Infrastructure

Goals:
All developments will minimize their impact on existing infrastructure.

Components:

- The MDP includes an infrastructure plan providing for stormwater capture as per code and incorporates blue / green strategies, including for example: green roofs, blue roofs, detention tanks, green infrastructure, and permeable surfaces within or under the development site inclusive of roads and sidewalks. At a minimum, all streetscapes must include green infrastructure.
- The development shall not result in a net increase in infrastructure costs to the Village.
- The MDP utilizes onsite renewable sources to meet its energy requirements
- The MDP places new infrastructure below grade *as feasible and necessary* for resiliency plans.

7. Open Space

Goals:
All developments will improve access to and continuity between existing public open spaces and the Hudson River.

Components:

- The MDP identifies public and private open spaces within all developments.
- Where applicable, the MDP preserves public view corridors and respects a development buffer of 50 feet from shoreline as measured by the Mean High Water (MHW) line along the Hudson River, except where the use of water is an integral part of such structure.
- Riverfront facades shall not exceed 150 feet in length.
- The MDP provides public access to the water, including points where the public may reach the river. This may include one or more kayak and/or boat launches with adjacent storage racks.

8. Sustainability & Resiliency

Goals:
All developments will promote human health and safety and minimize resource consumption, including water and energy, waste, and greenhouse gas emissions.

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Development should incorporate renewable energy systems, adaptability to a changing climate, and resiliency to extreme weather events.

Components:

- The MDP demonstrates holistic consideration for the environmental performance of sites and buildings, which may be satisfied through building and site design that achieve LEED Silver or higher ratings,[3] or conform to / exceed Passive House Standards,[4] or equivalent standards in effect at the time of application.
- The MDP is designed to account for sea level rise, as described in 6 NYCRR Part 490, and to be adaptable to changing projections. The MDP must demonstrate that it does not worsen the potential for flooding within the SAO. The base level(s) of any building must be designed to enable adaptation for sea level rise, including retrofit for wet flood proofing.
- The MDP site and buildings are designed to moderate the impacts of extreme heat and rain events.
- Greywater is captured to irrigate landscaping, gardens or parks.

11. Expiration, Revocation, and Enforcement

An SAO designation shall expire if the SAO designated use or uses cease for more than 24 consecutive months for any reason, if the applicant fails to obtain the necessary Building Permits or fails to comply with the conditions of the site development plan approval as described in § 305-143.

An SAO designation may be revoked by the Village Board of Trustees if the permittee violates the conditions of the site development plan approval or engages in any construction or alteration not authorized by the site development plan. Any such unauthorized or unapproved construction or alteration will immediately trigger a suspension of all work on site and fines as determined by the Village Board of Trustees.

[3] https://new.usgbc.org/leed-v4

[4] https://www.passivehouse-international.org/index.php?page_id=150

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Summary

Category	Maximum Possible Score	Actual Score	
Land Use	12.5	9.7	
Mobility & Access	12.5	8.3	
Transportation & Parking	12.5	8.3	
Affordable & Senior Housing	12.5	7.6	
Neighborhood Character	12.5	10.0	
Infrastructure	12.5	9.7	
Open Space	12.5	10.4	
Sustainability & Resiliency	12.5	6.9	
Total Performance	**100**	**71.1**	**Fail**

Notes:

The minimum passing score is 75 (normalized)

Except where noted, a score of zero for any criterion will result in a category score of zero

Where a criterion does not apply, enter "NA" and provide explanation

2

Land Use

Number of valid criteria (enter 1, 2 or 3)	3

Criteria	Score
Mix of uses	**2**
Appropriateness of uses	**2**
Presence of adverse uses	**3**

Total Land Use Performance	
Possible	9
Achieved	7
Normalized to 12.5 scale	9.72

Explanation

0=Development does not significantly advance the goals of the station area
1=Development advances the goals of the station area, but does not mix uses
2=Development advances the goals of the station area and provides a significant mix of uses
3=Development advances the goals of the station area, provides a significant mix of uses that complement existing uses in the Downtown area
0=Uses provided are redundant with other uses in Tarrytown
1=Uses moderately expand the range of offerings in Tarrytown
2=Uses significantly expand the offerings in Tarrytown
3=Uses significantly expand the offerings in Tarrytown and include at least one of the desired uses identified in the goals

0=Contains uses contrary to the goals of the station area (**Noxious uses** (e.g. uses that are dirty, loud, create noxious odors, produce off site vibrations, are visually disturbing, and similar), **uses that produce little street activity** (e.g. storage (bulk-, mini-, outdoor-, self-), warehouses and similar, or **uses that require large amounts of ancillary storage space** (e.g. some car dealers, sawmills, some large-scale manufacturing, and similar.)
3=Does not contain uses contrary to the goas of the station area

2

Mobility & Access

Number of valid criteria (enter 1, 2, 3 or 4)	4

Criteria	Score
Complete Streets	**2**
Depot Plaza	**2**
Parks, community uses and public open space	**2**
Connections between Depot Plaza and Downtown	**2**

Total Mobility & Access Performance	
Possible	12
Achieved	8
Normalized to 12.5 scale	8.33

Explanation

0=Development does not follow most Complete Street principles
1=Development mostly follows Complete Street principles
2=Development follows all Complete Street principles
3=Development follows all Complete Street principles with excellence

0=Development does not consider connections to Depot Plaza
1=Development maintains connections to Depot Plaza
2=Development improves connections to Depot Plaza and provides every unit a direct pedestrian path to Depot Plaza
3=Using design excellence, development improves existing connections and makes new connections to Depot Plaza, including providing every unit a direct pedestrian path to Depot Plaza
0=Development does not provide or improve access to parks, community uses and public open space
1=Development improves access to parks, community uses and public open space
2=Development significantly improves access to parks, community uses and public open space
3=Through design excellence, development significantly improves access to parks, community uses and public open space
0=Development does not improve connections between Depot Plaza and Downtown
1=Development improves connections between Depot Plaza and Downtown
2=Development significantly improves connections between Depot Plaza and Downtown
3=Through design excellence and/or innovation, development significantly improves connections between Depot Plaza and Downtown

2

Mandatory passing score

2

Transportation & Parking

Number of valid criteria (enter 1, 2, 3 or 4)	4

Criteria	Score
Parking plan	**2**
Parking location and design	**2**
Travel modes	**2**
Commuter parking	**2**

Total Transportation & Parking Performanc	
Possible	12
Achieved	8
Normalized to 12.5 scale	8.33

2

Explanation

0=Parking plan incomplete and/or does not demonstrate how parking needs will be met
1=Adequately demonstrates how parking needs will be met
2=Adequately demonstrates how parking needs will be met and includes car share, bicycle parking, and electric vehicle / electric bike charging infrastructure
3=Same as 2, and also shares spaces between resident, customer and commuter parking to minimize the number of spaces
0=Parking plan incomplete and/or only accommodates parking through surface parking lots
1=The majority of necessary parking provided in one or more structures
2=Necessary parking provided using a combination of structured, surface, on-site, off-site, above ground and below ground strategies designed to hide parked cars from view
3=Same as 2, but with structures designed to be used for other purposes if parking needs change in the future
0=Does not demonstrate flexibility of travel mode
1=Development accommodates bicycles, bike and car share, and transit
2=Development is designed for pedestrians, bicycles, bike and car share, and transit
3=Development is designed for, and encourages alternative modes of travel, including pedestrians, bicycles, transit, and bike and cars share, and integrate with existing modes
0=Commuter parking not replaced
1=Less than all commuter parking is replaced
2=All commuter parking is replaced
3=All commuter parking is replaced and provided to the Village to operate

:e

Mandatory passing score

2

Affordable & Senior Housing

(Category N/A for non-residential development, ar

Number of valid criteria (enter 1, 2, 3, 4, 5 or 6)	6

Criteria	Score
Permanently affordable housing	**2**
Level of affordability	**2**
Location of affordable units	**3**
Mix of units types	2
Ownership	1
Senior housing	1

Total Affordability Performance	
Possible	18
Achieved	11
Normalized to 12.5 scale	7.6

ıd development with fewer than 10 dwelling units)

Explanation

0=Zero to 9% of units
1=10 to 19% of units
2=20 to 29% of units
3=30% or more of units
0=None, or more than 120% of AMI
1=Average between 81% and 120% of AMI
2=Average between 61% and 80% of AMI
3=Average 60% or less of AMI
0=No affordability
1=Off-site
2=On-site, separate building
3=On-site, mixed in-building
0=Little variation of unit types and price points
1=Variation of either price points or unit types
2=Varies price points and unit types
3=Varies price, unit, types, and provides options for rental and ownership
1=100% renter or owner-occupied
3=Substantial mix of renter and ownership options
1=No provision for senior housing
2=Provision of on or off-site senior housing
3=Provision of on-site senior housing and day-care/Nursery School combination

2

Neighborhood Character

Number of valid criteria (enter 1, 2, 3, 4, or 5)	5

Criteria	Score
Impact on public scenic viewsheds	**1**
Ground floor uses	**3**
Design	**2**
Landscape plan	**3**
Uses	**3**

Total Neighborhood Character Performanc	
Possible	15
Achieved	12
Normalized to 12.5 scale	10.00

Explanation

0=Significant impacts
1=Significant impact on one view
2=No significant impact on any viewpoint
3=No impact on any viewpoint
0=Neither active nor transparent
1=Active uses or transparent
2=Active uses and transparent
3=Active uses and transparent designed for pedestrian access and circulation with building orientation to improve wayfinding, access and contribute to a sense of arrival at MNR

0=Design is auto-dependent: with many curb cuts, buildings setback from the street, and parking in front
1=Design is auto oriented: curb cuts minimized, parking in building or in rear
2=Design is pedestrian oriented: buildings at or near the streetline, curb cuts minimized
3=Design is pedestrian dependent: prioritizes pedestrians and non-motorized travel over vehicles

0=Landscape plan not complete and/or acceptable
1=Acceptable, and includes native plantings and street trees
2=Excellent and includes native plantings and street trees and full-cutoff, non-polluting light fixtures for dark sky lighting
3=Excellent and includes native plantings and street trees and full-cutoff, non-polluting light fixtures for dark sky lighting. The landscape plan designed with appropriate village street furniture
0=Proposed uses not compatible with residential and recreational uses
1=Proposed uses marginally compatible with residential and recreational uses
2=Proposed uses substantially compatible with residential and recreational uses
3=Proposed uses entirely compatible with residential and recreational uses

e

2

Infrastructure

Number of valid criteria (enter 1, 2, 3, 4, 5 or 6)	6

Criteria	Score
Existing stormwater runoff	**3**
Stormwater capture	**3**
Village water costs	**2**
Village sewer costs	**2**
Infrastructure design	**3**
Onsite Renewable Energy	**1**

Total Infrastructure Performance	
Possible	18
Achieved	14
Normalized to 12.5 scale	9.72

Explanation

0=No change
1=Reduced
2=Eliminated
3=Eliminated using best practices

0=No plan
1=Minimally provided
2=Provided
3=Provided using best practices

0=Net increase in Village water costs
2=No net increase in Village water costs
3=Net decrease in Village water costs
0=Net increase in Village sewer costs
2=No net increase in Village sewer costs
3=Net decrease in Village sewer costs
0=Infrastructure elements visible
1=Infrastructure elements minimally visible
2=Infrastructure elements minimally visible and incorporated into design
3=Infrastructure elements not visible
0=Less than 10% energy requirements provided by onsite renewable sources
1=10% to 20% energy requirements provided by onsite renewable sources
2=20% to 40% energy requirements provided by onsite renewable sources
3=40% or more energy requirements provided by onsite renewable sources

2

Open Space

Number of valid criteria (enter 1, 2, 3, 4 or 5)	2

Criteria	Score
All public and private open space identified in the MDP	**3**
Development preserves public view corridors	**2**
Development respects a development buffer of 50 feet from the Hudson River, except where the use of water is an integral part of such structure (e.g. water dependent uses)	**na**
Riverfront facades do not exceed 150 ft. in length	**na**
Development provides public access to the water where applicable	**na**

Total Open Space Performance	
Possible	6
Achieved	5
Normalized to 12.5 scale	10.416667

2

Explanation

0=No
3=Yes
0=No
1=Partially
2=Mostly
3=Entirely

0=No or partially
1=Yes
2=Yes, and buffer is publicly accessible
3=Yes, and publicly accessible buffer significantly exceeds 50'
0=No
1=No, but exceptions are water dependent uses
2=Yes, always
3=All riverfront facades less than 200'
0=No
1=Yes, pedestrian access only
2=Yes, pedestrian access with boat and/or kayak launches
3=Same as 2, with adjacent storage racks for boats and/or kayaks

2

Notes

West of the tracks only

West of the tracks

West of the tracks

Sustainability and Resiliency

Number of valid criteria (enter 1, 2, 3, 4, 5 or 6)	6

Criteria	Score
LEED NB	1
OR	
Passive House	
Graywater	1
Design to moderate the impacts of extreme heat and rain	2
Sea-Level Rise (SLR)	3
Flooding within SAO	3
Energy Performance	1

Total Sustainability Performance	
Possible	18
Achieved	10
Normalized to 12.5 scale	6.9444444

2

Explanation

0=No certification
1=Certified
2=Silver
3=Gold & Platinum

0=Does not Meet Passive House Standards
3=Meets Passive House Standards

0=Does not use or capture graywater
1=Captures graywater for treatment
2=Captures some graywater for reuse
3=Captures all graywater for reuse

0=No special design features
1=Minimal design features
2=Design features incorporated
3=Exceptional design features incorporated

0=Does not consider SLR
1=Minimal design accommodations for SLR
2= Design considers SLR
3= Buildings designed to flood

0=Worsens potential for flooding outside site
2=Does not worsen the potential for flooding
3=Reduces potential of flooding
1=meets NYS energy efficiency standards
2=shows increase of at least 25% above NYS energy efficiency standards
3=shows increase of at least 40% above NYS energy efficiency standards

Newly added

4

Kathy Deufemia

From: Carol Booth
Sent: Monday, March 11, 2019 11:31 AM
To: Kathy Deufemia
Subject: Joint TT and SH Summer Day Camp Resolution - 2018

Board of Trustees
Village of Tarrytown
Regular Meeting No. 12
April 16, 2018
8:00 p.m.

PRESENT: Mayor Fixell presiding; Trustees: Brown; Butler, Hoyt, McGee, McGovern and Zollo; Village Administrator Slingerland; Village Treasurer Hart; Village Attorney Silverberg and Village Clerk Booth

RESOLUTION AUTHORIZING AN INTER-MUNICIPAL AGREEMENT (IMA) BETWEEN THE VILLAGE OF TARRYTOWN, THE VILLAGE OF SLEEPY HOLLOW AND THE UNION FREE SCHOOL DISTRICT WITH RESPECT TO A SHARED SUMMER DAY CAMP

Trustee McGee moved, seconded by Trustee Brown, and unanimously carried, that the following resolution be approved: Approved: 7-0

BE IT RESOLVED that the Board of Trustees of the Village of Tarrytown does hereby authorize the Village Administrator to sign an Inter-Municipal Agreement (IMA) between the Village of Tarrytown, the Village of Sleepy Hollow and the Union Free School District of the Tarrytowns with respect to a joint 2018 Summer Day Camp.

Best Regards,

Carol A. Booth
Village Clerk
Village of Tarrytown
One Depot Plaza
Tarrytown, New York 10591
914-631-1652
fax: 914-631-8770
cbooth@tarrytowngov.com

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AGREEMENT made as of the 29th day of January 2019 by and among the **VILLAGE OF TARRYTOWN**, a municipal corporation of the State of New York, the **VILLAGE OF SLEEPY HOLLOW**, a municipal corporation of the State of New York, and **THE UNION FREE SCHOOL DISTRICT OF THE TARRYTOWNS.**

WITNESSETH:

WHEREAS, the Villages of Tarrytown ("Tarrytown") and Sleepy Hollow ("Sleepy Hollow") presently administer summer day camp programs to serve the youth of Tarrytown and Sleepy Hollow, and

WHEREAS, the Tarrytown and Sleepy Hollow operated a joint Day Camp program in past years, dating back to 2006, and

WHEREAS, this agreement shall memorialize the understanding of the parties concerning the operation of the 2019 Tarrytown/Sleepy Hollow Summer Day Camp Program.

NOW, THEREFORE, the parties agree as follows:

1. Year 2019: This Agreement establishes the Summer Day Camp Program ("SDCP") to be administered for the 2019 Summer Day Camp session. The parties agree to reserve the right to continue or discontinue this merged summer camp program in subsequent years. The parties further agree to operate this joint day camp program as detailed below.

2. Administration: During this third SDCP, Tarrytown will act as Agent for and provide general program administration, oversight and coordination of the summer day camp including, in the general definition and roles, as:

A. Registration and receipt of day camp fees;
B. Bookkeeping for all financial transactions related to the summer day camp activities.
C. Purchasing of needed supplies and materials;
D. Arranging, coordinating and paying for all trip activities;
E. In consultation and coordination with Sleepy Hollow, hiring and selection of counselors and other day camp staff.

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3. Sleepy Hollow's Role: At all times and regarding all of the above items, Sleepy Hollow will participate fully in the operation of the SDCP and will be kept fully apprised and offered the opportunity to participate or inspect records and, in general, have full opportunity to participate, review or otherwise be fully involved with all day camp operations. In the event of a dispute, the Mayors and Administrators of Tarrytown, Sleepy Hollow and School will meet with day camp and school personnel to resolve said disputes.

4. Fees: A uniform schedule of fees will be established and attached to this Agreement and made a part hereof as "Exhibit I". Included in this new fee schedule is an "afternoon session" rate designed to accommodate summer school children. Adoption of the program fee schedule will be reviewed and acted upon by separate action of the respective Boards of Trustees.

5. Contributions: Tarrytown and Sleepy Hollow will each contribute $10,000.00 payable on or before July 1, 2019 to be held in escrow in a separate, designated Tarrytown account, said funds to be utilized for scholarships to income eligible residents of the respective Villages who qualify for the school lunch program of the Tarrytown schools.

6. School Assistance: The School herein agrees to seek to provide assistance in addition to the use of School facilities by providing assistance in the verification of eligibility of prospective day campers for scholarship assistance.

7. Income/Expense Budget: The parties acknowledge that in this thirteenth (13th) shared-service day camp year, a budget representing a reasonable estimate of a proposed income and expense budget will be prepared. Said budget must be reviewed and acted upon by subsequent board action.

8. Deficit: The parties herein acknowledge the income/expense budget will be developed with a contingency component to cover income/expense short falls and it is the parties' intent to operate the day camp in such a way as to incur no deficit. If, through any Act of God, emergency, or unforeseen circumstances beyond the control of the parties hereto, an overall deficit is incurred in the costs of operating the day camp program, Tarrytown and Sleepy Hollow shall pay an equal share of such deficit.

9. Financial Reporting: It is mutually agreed by and between the parties that Tarrytown, Sleepy Hollow and School shall simultaneously be provided with a financial report of the day camp program by September 28, 2019.

10. Insurance: Tarrytown, Sleepy Hollow and the School shall each provide certificates of insurance naming the other parties as additional insured for the operation of the summer day camp program. Each party to this agreement will provide the following minimal insurance limits: one million [$1,000,000.00] dollars per occurrence and five million [$5,000,000.00] dollars in aggregate.

11. Liability: It is agreed that the Parties to this Agreement shall hold each other harmless for any and all actions arising out of the reasonable and responsible implementation of this Agreement.

12. Arbitration: Should a problem arise in which Tarrytown and Sleepy Hollow cannot reach a mutually satisfactory resolution, third party arbitration will be exercised through the American Arbitration Association. The costs for such Arbitration will be split 50/50 between Tarrytown and Sleepy Hollow.

13. Renewal: During the month of November, representatives for Tarrytown, Sleepy Hollow and School shall convene for the purpose of establishing the terms and conditions for renewal of the Agreement. Should agreement be reached on a renewal Agreement, it will be subject to authorization from the respective Boards of Tarrytown, Sleepy Hollow and School.

14. Effective Date: This Agreement shall become effective on 1/29/19 and shall remain in effect up to and including October 1, 2019.

Village of Tarrytown

_____

Richard Slingerland, Village Administrator

Village of Sleepy Hollow

Kenneth G Wray

Ken Wray, Mayor

The Union Free School District of the Tarrytowns

_____

Chris Borsari, Superintendent

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By order of the Board of Trustees of the Village of Tarrytown on (resolution attached):

_____, 2019

By order of the Board of Trustees of the Village of Sleepy Hollow on (resolution attached):

_____, 2019

VILLAGE OF TARRYTOWN INTEROFFICE MEMORANDUM

To: Village Administrator Slingerland

From: Carol A. Booth, Village Clerk

Subject: Volunteer Ambulance Corp Service Award (Pension) Program

Date: March 14, 2019

ACKNOWLEDGEMENT OF RECEIPT OF THE 2018 TARRYTOWN VOLUNTEER AMBULANCE CORPS 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 Ambulance Corps 2018 annual report of points achieved by respective members of the Ambulance Corps for qualification for Village contribution to the Ambulance Corps 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.

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2018 AMBULANCE COMPANY SERVICE CERTIFICATION FORM

SERVICE AWARD PROGRAM

Village of Tarrytown

Tarrytown Volunteer Ambulance Corp.

DEADLINE: MARCH 31, 2019

INSTRUCTIONS

New York State General Municipal Law requires that the list of members of the Ambulance Company indicating those who earned a year of Service Credit during 2018, those who did not earn a year of Service Credit in 2018, and those who waived participation must be certified under oath by the President, Secretary and Chief (or comparable officers). Once complete, the entire 2018 Data Request Package should be sent to the Village of Tarrytown for approval.

CERTIFICATION

We certify under oath that the attached list includes all Active Members of the Ambulance Company during the 2018 calendar year 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 be credited with a year of service. We further certify that any prior service credit reported on the listing was earned during 2018 in accordance with the provisions of the Service Award Program.

Ambulance Company President — Date 3/13/19

Ambulance Company Secretary — Date 3/13/19

Ambulance Company Chief — Date 3/13/19

VILLAGE OF TARRYTOWN INTEROFFICE MEMORANDUM

TO: Richard Slingerland, Village Administrator

FROM: Carol A. Booth, Village Clerk CN

SUBJECT: Arbor Day Resolution

DATE: March 14, 2019

ARBOR DAY RESOLUTION

WHEREAS, in 1872 J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees; and

WHEREAS, this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska; and

WHEREAS, Arbor Day is observed throughout the nation and the world; and

WHEREAS, trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce oxygen and provide habitat for wildlife; and

WHEREAS, trees are renewable resources giving us paper, wood for our homes, fuel for our fires and countless other wood products; and

WHEREAS, trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community; and

WHEREAS, trees are a source of joy and spiritual renewal; and

WHEREAS, the Village of Tarrytown has been recognized as a Tree City USA by the National Arbor Day Foundation for 36 years and the Village desires to continue its tree-planting ways.

NOW THEREFORE, BE IT RESOLVED that the Board of Trustees of the Village of Tarrytown does hereby proclaim Friday, May 3, 2019 as "ARBOR DAY" in the Village of Tarrytown, and urges all citizens to support efforts to care for trees and woodlands in the Village and to support the Village's forestry program.

BE IT FURTHER RESOLVED that the Board of Trustees urges all citizens in the Village to plant trees to improve the community and to promote the well-being of present and future generations.

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March 12, 2019

Mr. Howard Wessells
Village of Tarrytown
Bus: 914 631-0356
E-mail: hwessells@tarrytowngov.com

Quote: 30567888-03

Re: Caterpillar C13 Generator Set Sourcewell Contract #120617-CAT

We are pleased to submit this quotation for the following quality equipment:

One new Caterpillar model C13 diesel fueled generator set rated at 350kW standby, 120/208V 3 phase, 4 wire at 60 hertz. The follow major features are included:

- EPA certification Tier 3
- EMCP 4.2 control panel
- Brushless generator, PM excitation
- Radiator cooling system, 122 deg. ambient capable
- Jacket water heater
- Lead acid battery
- Main line circuit breaker, 1600A
- Weather protective, sound attenuated enclosure with interior mounted silencer
- 1000 gallon base tank, UL listed, double walled with leak detection
- Initial fill of lube oil and coolant
- O & M manuals
- Std factory test reports

List Price: $136,665. Net Price (includes 37% Sourcewell discount): **$86,098.95. plus tax (if applicable).**

Additional services
Delivery to rigger's yard
Preparation of old generator set for removal including:
Disconnection of fuel lines, cap and coil back for removal by others
Drain all fluids
Removal of existing breaker
Wires coiled back
Disconnection and marking of control wires
Prep of muffler for removal as a separate piece
Crane, crew, storage and trucking of unit on a M-F during normal business hours to remove existing generator and rig new generator into place
Connection of new generator utilizing existing cable and control wires
Startup services on-site, limited to one day

Cost for above $24,775.

Total Cost: $110,873.95.

10

Note: If rigging needs to be done at night or a Saturday add $2800.00 Sunday add an additional $3200.00 Street permit and wire sleeve to be done by others.

Removal of trees (discussed at walk-through) obstructing the crane to be removed prior to rigging will be required.

Please allow approximately 19-21 weeks for shipment once released for production. Thank you for the opportunity to quote. We look forward to your valued business.

Sincerely,

Mike Thibault

Mike Thibault
Sales Engineer
Tel: (860) 594 4864
Email: mthibault@hopenn.com

Terms:
Quote is valid for 30 days from date of issue. Payment is not contingent on buyer's ability to collect or obtain funds from any other party.. Quoted prices are FOB Shipping point freight allowed to first destination point. Freight includes standard common carrier deliveries to first point (special site access and offloading by others). Prices do not include local, Federal, state taxes or permits. All applicable taxes will be added to invoices unless a valid tax exemption certificate is provided. Payment terms are Net 30 days subject to credit approval. Credit approval is required regardless of any other agreement. Invoices will be issued on the following schedule: 5% invoiced on completion of approval drawings, 10% invoiced when equipment is released for fabrication, 35% invoiced on completion of factory tests, 50% invoiced when equipment is ready for shipment. Start-up services are subject to previous payments of 95%. In cases where a retention in payment is required, a maximum of 10% retainage will be allowed. Retainage is to be reduced to 5% when equipment is ready to ship. The remaining 5% retainage is due after start-up testing of equipment. Retainage balances not paid within 30 days after start up or testing is completed will be accessed a service charge rate equal to 1.5% per month. COD orders require a 25% deposit with order and balance prior to delivery. Orders cancelled during the factory production schedule are subject to cancellation fees. Installation of shipped loose items will be the responsibility of installing contractor. Rigging/offloading, wiring and fueling of quoted equipment and any associated test equipment is not included. Quoted portable load banks include 100 feet of cable and both are for one week duration. All quoted labor is to be performed during normal business days and hours.

Neither H.O. Penn Machinery Co., Inc. or Caterpillar Inc., nor any person acting on behalf, is responsible for the use of quoted/provided equipment beyond the intended use as described by the Federal emissions guidelines for a diesel generator sets in emergency applications.

The EPA's Tier rating as described in our proposal is intended as a helpful tool to identify the limitations of such equipment as defined by the EPA for emergency use. This equipment is not certified to meet requirements other than the EPA emissions performance for emergency. Any other reliance you place on such equipment is therefore strictly at your own risk. In no event will we be liable for any loss, fines or damage in connection with use of equipment other than the EPA defined limitations for emergency.

RIVERWALK EXTENSION AT LOSEE PARK
2019-01
BID RESULTS
TUESDAY, March 19, 2019 at 11:00 a.m.

COMPANY	5% BID BOND	BASE BID	ADD OPTIONS
Vernon Hills Contracting Corp 295 N. MacQuesten Pkwy Mount Vernon, NY 10550	yes	$1,281,520.00	$90,405.00
Abbott & Price, Inc. 5 Schuman Road Millwood, NY 10546	yes	$1,484,139.00	$132,346.00
Montesano Bros. 76 Plain Road New Rochelle, NY 10801	yes	$1,290,795.00	$80,980.00
Paladino Concrete Creations Corp. 315 N. MacQuesten Pkwy Mt. Vernon, NY 10550	yes	$2,969,337.00	$128,055.00

LOSEE PARK SHORELINE RESTORATION
2019-02
BID RESULTS
TUESDAY, March 19, 2019 at 11:00 a.m.

COMPANY	5% BID BOND	BASE BID	ADD OPTIONS
Legacy Supply, LLC 14 Railroad Avenue POB 107 Valhalla, NY 10595	yes	$1,296,725.00	$802,100.00
R. Pugni & Sons, Inc. 25 Bedell Road Katonah, NY 10536	yes	$774,950.00	$478,601.00

DRAFT

LOCAL LAW ____ - 2019

A local law to amend Chapter 259 of the Code of the Village of Tarrytown entitled Streets and Sidewalks, Article XVI, to regulate the use of bicycles on sidewalks within the Village.

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 italics*~~ to be deleted):

Section 2. Chapter 259, Sections 51 and 52 shall be amended to read as follows:

§ 259-51. Definitions.

As used in this article, the following terms shall have the meanings indicated:

BICYCLE— Every two or three wheeled device upon which a person or persons may ride, propelled by human power, or with electric or other assisted power, through a belt, a chain or gears, with such wheels in a tandem or tricycle, except that it shall not include such a device having solid tires and intended for use only on a sidewalk by pre-teenage children.

IN-LINE SKATES — Shoes, skates or footwear with a single row of wheels.

ROLLER SKATES — Shoes, skates or footwear with two or more rows of roller wheels.

SKATEBOARD — A narrow board of wood, plastic, fiberglass or similar material with roller-skate or other type of wheels attached to each end and used for gliding or moving on any hard surfaces, without a mechanism or other device for steering while being used, operated or ridden.

§ 259-52. Unlawful activities.

The operation of bicycles on roads are allowed pursuant to New York State Vehicle and Traffic Law. **However,** no person shall use or operate a **bicycle,** skateboard**,** in-line skates**, or** roller skates upon any public streets (including the entire paved and improved surfaces thereof, including gutter areas, from curb-to-curb, where curbs exist), ~~*sidewalks*~~ or on any public lands within the Village of Tarrytown **in the following ways**:

A. In a careless manner without due caution and circumspection;
B. While endangering, or in any manner to create a risk or danger to, any person or property; or

C. In any manner to impede or interfere **intentionally** with pedestrian or vehicular traffic.

§ 259-52.2. Restricted Operation on Sidewalks.

No person shall use or operate a bicycle, skateboard, in-line skates, or roller skates upon any of the below listed public sidewalks within the Village of Tarrytown except minors 10 years of age or younger or disabled persons who cannot walk, at slow speeds that do not constitute a hazard for pedestrians on the sidewalks, on the following streets;

a. **Altamont Avenue**
b. **Broadway, South- from Franklin Street to Main Street**
c. **Broadway, North- from Main Street to Cobb Lane.**
d. **Franklin Street**
e. **Main Street, from Broadway to Depot Plaza**
f. **McKeel Avenue**
g. **Neperan Road**
h. **Washington Street, North**
i. **Washington Street, South**

Section 3: 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 4: 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 5: 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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Lease Agreement between Village of Tarrytown and Michael J and Nancy Coffey

In consideration for access and use for the purpose of a community garden of a 35' x 35' section on the southwest corner of the property belonging to Michael J Coffey II and Nancy Coffey (Coffey), the Village of Tarrytown (Village) will pay Coffey $1 per year, beginning March 1, 2019.

The Village staff and volunteers will clear debris from the property as requested by Coffey, and level and remediate the leased section as appropriate for planting a vegetable and fruit garden.

Access to the leased section will be via the driveway from there to Washington St (adjacent to 84 N. Washington owned by Alberto and Yolanda DeCarvalho), for which it is understood Coffey has a Right-of-Way. The viewshed from the Coffey home to the driveway will be kept clear of debris and equipment. A sturdy, attractive fence will be constructed surrounding the leased section to prevent wildlife intrusion.

A garden manager will be appointed as a contact for Coffey to communicate any concerns, and will act to resolve them. Only Tarrytown or Sleepy Hollow residents that are approved by the garden manager will be authorized to work in the garden. The Tarrytown Environmental Advisory Council (TEAC) will be the lead organization to appoint the garden manager, oversee the project and serve as liaison to the Village.

Water necessary for the garden in the leased section will be supplied by a temporary ½" PVC pipe extending from the back of the home at 28 Wildey St, adjacent to the Coffey property and directly across from the leased section. Means to prevent accidental leakage onto the Coffey property will be provided, as well as a shutoff accessible to Coffey.

The Village of Tarrytown agrees to hold Coffey harmless in any action or incident that would have caused any liability for damage to any property or person due to its use of the leased section. This includes any theft or injury that might occur. Furthermore, the Village will be responsible for any damage to the leased section or adjacent property (Coffey-owned or otherwise) caused by any activity related to its use as a garden.

This agreement may be terminated by either party at any time, following which the Village will clear the leased section of any garden equipment and materials if so requested by Coffey.

Signed,

Richard Slingerland, Administrator Village of Tarrytown	Nancy Coffey	Michael J. Coffey, II

In agreement,

for Tarrytown Environmental Advisory Council (TEAC)

IT-1546

AGREEMENT made this ___ day of _____, 2018 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")

and

THE VILLAGE OF TARRYTOWN, a municipal corporation of the State of New York, having an office and place of business at One Depot Plaza, Tarrytown, New York 10591 (hereinafter referred to as the "Municipality")

WITNESSETH:

WHEREAS, the County currently has a contract with Carousel Industries of North America, Inc. (hereinafter referred to as the "Carousel Industries"), for the installation and operation of Enhanced 911 Service equipment; and

WHEREAS, the County is currently receiving services from Verizon for the installation and operation of Enhanced 911 Service network (lines and trunks required); and

WHEREAS, by Act No. 183 - 2017, the Board of Legislators authorized the County Executive to enter into this Agreement and into similar agreements with 44 other local municipalities for the provision of Enhanced 911 Service for a five (5) year term commencing on October 1, 2017 and continuing through September 30, 2022; and

WHEREAS, the governing board of the Municipality by Resolution adopted on the _____ day of _____, 2018, has likewise authorized this Agreement.

NOW, THEREFORE, it is mutually agreed by and between, the parties hereto as follows:

1. **Public Safety Answering Points (PSAP's).**

(a) Municipality will staff and operate a primary Public Safety Answering Point at its Police Headquarters or

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(b) Municipality will contract with the Appropriate State Police Agency or another Municipality to staff and operate a primary Public Safety Answering Point (whichever is appropriate) and if appropriate

(c) Municipality will staff and operate a Public Safety Answering Point at its Fire or Police Department Headquarters or

(d) Municipality will contract with the appropriate Fire District or Police Department to staff and operate a Public Safety Answering Point and

(e) Municipality will be solely responsible for the cost and expense of providing the necessary space, heat, electricity, air conditioning, water, furniture, furnishings and remodeling, if any, for the primary and secondary PSAP's they operate or contract for as specified in Exhibit A attached hereto and a part hereof and

(f) County will staff and operate Public Safety Answering Points at the County Fire Control and Training Center in Valhalla and the County Public Safety Headquarters in Hawthorne. County will be solely responsible for the cost and expense of providing the necessary space, heat, electricity, air conditioning, water, furniture, furnishings and remodeling, if any, for these County operated PSAP's.

2. **Network and Terminal Equipment.**

The network (lines and trunks required) for the E911 system will be installed and maintained by Verizon at the sole cost and expense of County, while the terminal equipment will be installed and maintained by Carousel at the sole cost and expense of the County. In addition to responsibility for these non-recurring costs, County will be solely responsible for the cost and expense of the monthly rates and charges for all associated exchange services and private line service (including mileage charges), as contained in Verizon's tariff as in effect from time to time. Any E911 equipment leased by County will remain the property of County. The County intends to continue to recover all non-recurring and monthly charges by continuing to impose a surcharge on all telephone customers in the County as permitted by State Legislation and County Legislation.

3. **Personnel.**

(a) Municipality will staff its Public Safety Answering Points with its own employees or contract for same. They will be responsible for receiving E911 calls; deciding what emergency services to dispatch; dispatching them; and/or, in appropriate cases,

transferring calls to other PSAP's. Municipality will be solely responsible for the acts and omissions, if any, of its employees or contractors in the operation of Public Safety Answering Points and will not hold County liable therefor. Sufficient personnel will be provided or contracted for by Municipality to handle incoming calls adequately 24 hours per day, every day of the year.

(b) County will staff its Public Safety Answering Points with its own employees. They will be responsible for receiving calls appropriate transferred by other PSAP's, deciding what emergency services are to be dispatched; dispatching them; and/or, in appropriate cases, transferring calls to other PSAP's. County will be solely responsible for the acts and omissions, if any, of its employees in the operation of its Public Safety Answering Points and will not hold Municipality liable therefor. Sufficient personnel will be provided by County to handle incoming calls adequately 24 hours per day, every day of the year.

(c) County will also staff the position of E911 Coordinator with its own employee. The Coordinator will be responsible for working with Liaisons appointed by each Municipality to implement, maintain and enhance the E911 system. The Coordinator will be responsible for directing the efforts of Municipal Liaisons in providing Company with street names and numbers, and emergency services providers for each Municipality including updates of same.

The Coordinator will also schedule all training of PSAP operators, to be conducted by Carousel Industries, on how to operate the E911 equipment and system. County will be solely responsible for the acts and omissions, if any, of its employee, while acting as the E911 coordinator and will not hold Municipality liable therefor.

4. **System Integrity.**

(a) Municipality shall have the responsibility of discovering all errors, defects and malfunctions and assumes the duty of and will make such tests as, in the judgment of Municipality, are required to determine whether the E911 system is functioning properly at PSAPs. Municipality shall promptly notify County and Carousel Industries in the event the system is not functioning properly.

(b) County shall have the responsibility of discovering all errors, defects and malfunctions and assumes the duty of and will make such tests as, in the judgment of County, are required to determine whether the E911 system is functioning properly at its PSAPs,

County shall promptly notify Carousel Industries and Municipality in the event the system is not functioning properly.

5. **Use of 60 Control.**

The primary PSAP (Municipality) shall answer the E911 phone lines in the following manner: "Nine-One-One (911) what is the emergency?" If the call is a primary fire or EMS related request and 60-Control (The Westchester County Department of Emergency Services' Emergency Communications Center (ECC)) dispatches local Fire and/or EMS (Ambulance) Service, the primary PSAP will tell the caller to "stay on the line" and immediately transfer the ANI/ALI data and conference the caller to 60 Control or other appropriate secondary PSAP. The primary PSAP may stay on the line to collect and request specific information from the caller if needed. This process will avoid any potential delays in dispatching the appropriate first response, fire or EMS personnel. If a caller is contacting the PSAP via a seven digit (administrative) line and they are calling for a fire or EMS related emergency, the PSAP shall conference the caller with the appropriate secondary PSAP.

6. **Insurance and Indemnification.** In addition to, and not in limitation of the insurance provisions contained in Schedule "B" of this Agreement, the Municipality agrees:

(a) to indemnify, hold harmless and defend the County against any and all liability, loss, damage, claim, suit or expense of any kind which the County may directly or indirectly incur, suffer or be required to pay by reason or in consequence of the fault, failure, omission or negligence of Municipality to carry out its duties under this Agreement.

(b) The County agrees to indemnify, hold harmless and defend the Municipality against any and all liability, loss, damage, claim, suit or expense of any kind which the Municipality may directly or indirectly incur, suffer or be required to pay by reason or in consequence of the fault, failure, omission or negligence of the County, its officers, agents and/or employees, including the failure of the County to carry out its duties under this Agreement.

(c) If a claim or action is made or brought against either party for which the other party may be responsible hereunder in whole or in part, such other party shall be immediately notified and shall be permitted to participate in the handling or defense of such matter.

(d) Neither party shall be held in any way responsible to the other party for damages to the E911 System or interference with the services provided under this Agreement resulting from acts of God or other acts which are without the direct control of either party.

7. **Term.**

This Agreement shall commence on October 1, 2017 and terminate September 30, 2022.

8. **Offer and Contract Voidable.**

(a) If this Agreement has not been signed by the Municipality at a time when any one of the other municipalities in Schedule "A" should refuse to execute an agreement similar to the one herein, or if the County refuses to execute the above-described agreement with Carousel Industries or Verizon, the County may withdraw its offer to execute the agreement herein with the Municipality. Upon written notification by the County to the Municipality that the County is withdrawing its offer due to one of the reasons described herein, this offer shall immediately become void.

(b) If this Agreement has been signed by the Municipality prior to a time when any one of the other municipalities in Exhibit "A" should negotiate and execute an agreement similar but modified to the one herein, or if the County refuses to execute the above-described agreement with Carousel Industries, or if the County terminates it's agreement with Carousel Industries, the parties hereto agree that the Municipality shall be given the opportunity to amend this agreement with regard to the modified terms.

9. **Non-Emergency Communication System.**

In the event a non-emergency communication system is implemented and utilized in the County, which system will allow callers to access local public safety departments by dialing a three digit telephone number, the Municipality expressly agrees to participate in such a system and to apply this Agreement to the introduction and operation of the non-emergency communication system.

10. **Termination.**

The County may terminate this Agreement upon thirty (30) days notice to the Municipality. The Municipality may terminate this Agreement, with the prior written consent of the County, upon sixty (60) days notice and a showing by the Municipality that an alternative means is being provided.

11. **Assignment of Agreement.**

This Agreement may not be assigned or transferred by the Municipality without first having obtained written approval thereof by the County.

12. **Conflicts of Interest.**

This Agreement is subject to the provisions of Article 18 of the General Municipal Law of the State of New York, as amended.

13. **Independent Contractor.**

(a) The Municipality agrees that it is and at all times shall be deemed an independent contractor and shall not, in any manner whatsoever, by its actions or deeds commit the County to an obligation irrespective of the nature thereof, and Municipality shall not at any time or for any purpose be deemed an employee of the County.

(b) It is further understood and agreed that no agent, servant or employee of the Municipality shall, at any time or under any circumstances, be deemed to be an agent, servant or employee of the County.

14. **Entire Agreement.**

This Agreement constitutes the entire and integrated agreement between and among the parties hereto and supersedes any and all prior negotiations, agreements and conditions, whether written or oral. Any modification or amendment to this Agreement shall be void unless it is in writing and subscribed by the party to be charged.

15. **Invalidity.**

The parties intend all provisions of this Agreement to be in conformity with the laws of the State of New York and in the event that any court of competent jurisdiction shall rule to the contrary, this entire agreement shall become null and void.

16. **Applicable Law.**

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in triplicate.

THE COUNTY OF WESTCHESTER

By_____
(Name and Title)

MUNICIPALITY:

_____

By_____
(Name and Title)

Approved by the Westchester County Board of Legislators by Act No. 183 - 2017 on the 16th day of October, 2017.

Approved by the Board of Acquisition and Contract of the County of Westchester on the 22nd day of November, 2017.

Approved as to form and
manner of execution

_____
Assistant County Attorney
The County of Westchester

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ACKNOWLEDGMENT

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

On the _____ day of _____ in the year 2018 before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Date: _____

_____
Notary Public

CERTIFICATE OF AUTHORITY
(MUNICIPAL CORPORATION)

I, _____,
(Officer other than officer signing contract)

certify that I am the _____ of
(Title)

the _____
(Name of Municipal Corporation)

a corporation duly organized and in good standing under the _____
(Law under which organized, e.g., the New York Business Corporation Law) named in the foregoing agreement; that

_____
(Person executing agreement)

who signed said agreement on behalf of the _____
(Name of Municipal Corporation)

was, at the time of execution _____
(Title of such person)

of the Municipal Corporation and that said agreement was duly signed for and on behalf of said Municipal Corporation by authority of its governing board, 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)

On the _____ day of _____ in the year 20__ before me, the undersigned, a Notary Public in and for said State, _____personally appeared, personally known to me or proved to me on the basis of satisfactory evidence to be the officer described in and who executed the above certificate, who being by me duly sworn did depose and say that he/she resides at _____, and he/she is an officer of said corporation; that he/she is duly authorized to execute said certificate on behalf of said corporation, and that he/she signed his/her name thereto pursuant to such authority.

_____
Notary Public
Date

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SCHEDULE "A"

E-911 INTERMUNICIPAL AGREEMENTS
MUNICIPALITY/FIRE DISTRICT

1. ARDSLEY, VILLAGE
2. BEDFORD, TOWN
3. BRIARCLIFF MANOR, VILLAGE
4. BRONXVILLE, VILLAGE
5. BUCHANAN, VILLAGE
6. CORTLANDT, TOWN
7. CROTON-ON-HUDSON, VILLAGE
8. DOBBS FERRY, VILLAGE
9. EASTCHESTER, TOWN
10. ELMSFORD, VILLAGE
11. FAIRVIEW FIRE DISTRICT
12. GREENBURGH, TOWN
13. HARRISON, TOWN
14. HARTSDALE FIRE DISTRICT
15. HASTINGS-ON-HUDSON, VILLAGE
16. IRVINGTON, VILLAGE
17. LARCHMONT, VILLAGE
18. LEWISBORO, TOWN
19. MAMARONECK, TOWN
20. MAMARONECK, VILLAGE
21. MT. KISCO, VILLAGE
22. MT. PLEASANT, TOWN
23. MT. VERNON, CITY
24. NEW CASTLE, TOWN
25. NEW ROCHELLE, CITY
26. NORTH CASTLE, TOWN
27. NORTH SALEM, TOWN
28. SLEEPY HOLLOW, VILLAGE
29. OSSINING, TOWN
30. OSSINING, VILLAGE
31. PEEKSKILL, CITY
32. PELHAM MANOR, VILLAGE
33. PELHAM, VILLAGE
34. PLEASANTVILLE, VILLAGE
35. PORT CHESTER, VILLAGE
36. POUND RIDGE, TOWN
37. RYE, CITY
38. RYEBROOK, VILLAGE
39. SCARSDALE, VILLAGE
40. SOMERS. TOWN
41. TARRYTOWN, VILLAGE
42. TUCHAHOE, VILLAGE
43. WHITE PLAINS, CITY
44. YONKERS, CITY
45. YORKTOWN, TOWN

SCHEDULE "B"

STANDARD INSURANCE PROVISIONS
(Municipality)

1. Prior to commencing work, the Municipality shall obtain at its own cost and expense the required insurance from insurance companies licensed in the State of New York, carrying a Best's financial rating of A or better, and shall provide evidence of such insurance to the County of Westchester, as may be required and approved by the Director of Risk Management of the County. The policies or certificates thereof shall provide that thirty days prior to cancellation or material change in the policy, notices of same shall be given to the Director of Risk Management of the County of Westchester by registered mail, return receipt requested, 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 County, as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to the County, the Municipality shall upon notice to that effect from the County, promptly obtain a new policy, submit the same to the Department of Risk Management of the County of Westchester for approval and submit a certificate thereof. 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 and adjusted with the County.

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 any operations under the Agreement, 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 County of Westchester.

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 "Special Conditions" of the contract specifications):

(a) Workers' Compensation. Certificate form C-105.2 (9/07) 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 affidavit form WC/DB-100 (revised 9/07), sign and notarize the form, and send to the NYS

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Workers' Compensation Board for (stamped) approval. The stamped approval (valid for 1 year) should then be provided to the County of Westchester with all other insurance documentation.

If the employer is self-insured for Worker's 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) Employer's Liability with minimum limit of $100,000.

(c) Commercial General Liability Insurance with a minimum limit of liability per occurrence of $1,000,000 for bodily injury and $100,000 for property damage or a combined single limit of $1,000,000 (c.s.1), naming the County of Westchester as an additional insured. 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.

All Contracts involving the use of explosives and demolition shall provide the above coverage with elimination of the XCU exclusion from the policy, or proof that XCU is covered.

(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:

(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 of Westchester (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 of Westchester is named as an insured, shall not apply to the County of Westchester.

(c) The insurance companies issuing the policy or policies shall have no recourse against the County of Westchester (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.