

**VILLAGE OF TARRYTOWN
BOARD OF TRUSTEES
WORK SESSION 6:00 P.M.
WEDNESDAY, SEPTEMBER 30, 2020**

Location: Zoom Video Conference – For Information on How to Join

Visit <https://www.tarrytowngov.com/home/events/31946>

Any questions prior to the meeting may be emailed to administrator@tarrytowngov.com. If you wish to speak during the meeting, please use the “raise hand” function during the meeting, or press *9 if calling in by phone

Board of Trustee Concerns

Open Session

1. Fitness Center Rules
2. Auction – Surplus Vehicle (Mercury Mariner)
3. Reassignment of Ford Focus
4. Access License with Lubins & Links (38 Main Street) for Rear Seating Area
5. Discussion - Amend Village Board Procedures re Public Comment Time
6. Discussion – Locations for Future Bench Donations
7. Draft Local Law Changes related to Protests, Demonstrations, and Rallies with Draft of Permit
8. Comprehensive Plan Action Proposal 20-04

Executive Session

- A. Wage Increase – Fitness Center Employees
- B. Appointment – Zoning Board of Appeals
- C. Planning Board

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

TO: Mayor Fixell and Board of Trustees
FROM: Josh Ringel, Assistant Village Administrator
CC: Joe Arduino, Recreation Supervisor, Village Administrator Richard Slingerland
RE: **DRAFT** Tarrytown Village Fitness Center Opening Strategy and COVID 19 Safety Plan
DATE: September 4, 2020

Name of Business: Village of Tarrytown
Industry: Local Government
Address: 238 West Main Street
Contact Information: Recreation Supervisor, Joe Arduino, 914-631-8347
Owner/Primary Village Contact: Village Administrator Richard Slingerland 914-631-1785

Strategy/Operations

Monday – Friday

6:00 AM – 11:00 AM (open in 1 hour blocks)
11:00 AM – 12:00 PM (closed for equipment disinfection)
12:00 PM – 3:00 PM (open in 1 hour blocks)
3:00 PM – 4:00 PM (Closed for equipment disinfection)
4:00 PM – 8:30 PM (open in one hour blocks)
8:30 PM – Closed for night - equipment disinfection)

Saturday

7:00 AM – 11:00 AM (open in 1 hour blocks)
11:00 AM – 12:00 PM (closed for equipment disinfection)
12:00 PM – 3:00 PM (open in 1 hour blocks)
3:00 PM – 4:00 PM (closed for equipment disinfection)
4:00 PM – 8:00 PM (open in 1 hour blocks)
8:00 PM – 9:00 PM (closed for equipment disinfection)

Sunday

7:00 AM – 12:00 PM (Open in 1 hour blocks)
12:00 PM – 1:00 PM (closed for equipment disinfection)
1:00 PM – 4:00 PM (open in 1 hour blocks)
4:00 PM – Closed for night - equipment disinfection

Facility Upgrades / Changes

- Required by NYS – Update Air Handling Systems to MERV-13 (or greater) filters.
 - Update – 9/1 – It appears likely that our facility is MERV-13 ready. Awaiting final proposals/quotes to be submitted 9/4
 - ***Note: the filtration issue must be addressed prior to re-opening.***
- Hand Sanitizer must be deployed throughout facility (adequate NYS CLEAN hand sanitizer on hand)
- Adequate disinfection/wipes must be made available to gym users to clean *all* equipment used
 - Gym Users Required to clean all equipment after use (post signs)
- Some equipment/workout space will be moved into other spaces within the fitness center to promote distancing
 - Per NYS: Social distancing of 6FT must be maintained **at all times** (even when wearing a mask)

- Common seating areas & water fountains must be closed; however water bottle refill stations may remain open
- Note: Operating hour changes to reduce contact between staff & members (recommendation of NYS Guidelines)
- NYS DOH COVID-19 Signage to be deployed throughout the facility
- Locker Rooms & Showers will be closed to the public upon re-opening
 - We plan to re-evaluate this starting at 30 days into the opening, and every 2-4 weeks thereafter.
 - NYS Guidance requires that locker rooms be cleaned every two hours and showers cleaned after each use (closure recommended to cut labor costs/effort)
- Closure of every other sink to promote distancing
- Classes will be permitted to be held in the studio at reduced capacity (Rec staff to determine max size)
- Towels will not be offered. (This will be re-evaluated after 30 days of continuous operation)
- Bathrooms will be limited to no more than 4 individuals at a time.
- No guests will be permitted
- New memberships will be limited to monthly only for the first 6 months
- 6ft floor markings will be deployed for entry into the facility

Staff Responsibilities

- Staff will solicit requests for quotes for upgraded air handling (MERV upgrades)
- **STAFF** must complete daily COVID19 screening prior to beginning their work day.
 - This will act as our contact tracing “log”. This “log” should be maintained SEPARATE from the general fitness center log.
- All staff required to wear masks at all times; gloves not required but will be provided
- All employees should make every effort to maintain social distance of 6’ or more
- At least 3 reusable cloth masks will be issued to all employees. Additional masks available upon request
- Lunch breaks must be taken in the conference room in a socially distanced manner or off site.
- Staff will be responsible for disinfecting equipment during 1HR closure and at end of day
- Staff will be responsible for enforcing social distancing rules and mask mandate
 - PD “check-ins” will be conducted on a periodic basic.

Member Specific COVID-19 Rules

- **Acceptable face coverings shall be worn at all times** – there are no exceptions for particular workouts. Members will be required to bring their own Coverings and optional additional PPE.
 - Bandanas, buffs and gaiters are not acceptable face coverings for use in gyms & fitness centers
 - **Members who fail to adhere to the facial covering rule may be asked to leave the facility or have their membership revoked due to multiple documented violations.**
- Social distancing of 6FT or more is required to be maintained, even when wearing a face covering, per NYS.
- **Members will be required to wipe down *any* equipment they use**
 - **Members who fail to adhere to this policy may be asked to leave the facility or have their membership revoked due to multiple documented violations.**
- Members will be required to register for a workout block. Blocks will open no more than 48 hours ahead of time. The member will need to be present at the start of their block time. Blocks will run on the hour (i.e. 7, 8, 9, 4, 5)
- Each ‘workout block’ will be limited to no more than 5 persons, reserving space to allow for social distancing.
 - We will re-evaluate this limit after 30 continuous operating days.

- All members will undergo a COVID19 screening prior to entering the fitness center. Such screenings will be maintained by the recreation department. Staff will conduct the screening during at the beginning of the block. Screenings may include temperature taking.
- **The Village cannot offer any refunds in the event we close the fitness center for any amount of time due to COVID-19. We will however extend membership(s) for the length of the closure.**
 - All members returning that were on a “monthly” membership will start with a full month of membership upon reopening. Those who hold an “annual” membership will start with the full number of months remaining (e.g. if you had 5 months and 4 days remaining at closure, you will start with 6 months remaining on your membership).

Cleaning & Disinfecting

- Gloves are required when cleaning is conducted by staff
- Disinfectant will be provided by the Village
- The following frequent touch items must be disinfected by a member(s) of staff:
 - All door handles in the facility common areas
 - Bathroom door handles, including stall door handles
 - Faucet handles
 - Toilet/urinal flushers
 - Workout equipment
 - Free weights
- A cleaning log will be kept by recreation staff. The log will be kept in the Rec supervisors office at the end of the day

Contact Tracing Procedures / In the event of Positive COVID19

- The Village is maintaining a record of all members who enter the gym area by requiring them to “scan in” via their membership card. Said member will also be screened upon arrival by an employee and a log that such screening was conducted will be kept on file. The screening file will only document that such screening was completed and by whom (employee).
- In the event the Village is made aware that we either had an employee test positive, or were made aware that a member has tested positive, the following actions will be taken.
 - Recreation staff will have to work to compile/conduct data entry on contact emails for all who were “exposed” at the specific date.
 - An email would then be sent to all members potentially exposed with the following language
 - *Dear Tarrytown Fitness Member, We write to inform you that on _____ date and _____ fitness block, you may have come in contact with a confirmed positive COVID-19 individual. At this time, we recommend that you seek the advice of a medical professional as to how you should proceed relative to testing and/or quarantining. Should you have a COVID-19 related question or wish to seek a test, please call the NYSDOH hotline at: 1-888-364-3065.*

You may also be contacted by a New York State Contact Tracer if they are able to confirm that you were in close contact with the individual. Unfortunately, we cannot share any additional information with you at this time due to Health and Privacy laws. The facility will be undergoing a full cleaning prior to re-opening.

- Depending on the amount of time that has passed since the person was last at the facility, we will undertake one of two paths relative to cleaning/disinfection as per NYS Guidelines
 - Less than 72 hours since person was at the facility – full disinfection by professional cleaning company
 - More than 72 hours since person was last at the facility – routine cleaning procedure

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

TO: Richard Slingerland, Village Administrator
FROM: Joe Arduino, Recreation Supervisor
RE: Recreation Department Fitness Center Rules and Regulations
DATE: January 16, 2020 (Updated September 24, 2020)

In an effort to provide the Village Board a set of discussion points for the Fitness Center Rules and Regulations, please find below the framework for a draft of policy constructed from information pooled from College Fitness Centers, Private Fitness Centers and Work Place gyms. This covers a wide range of items pertaining to the Fitness Center members. Thank you for your consideration.

HOURS OF OPERATION

Mondays through Fridays 5:00am to 9:00pm
Saturdays 7:00am to 8:00pm
Sundays 7:00am to 4:00pm
Please Note: Hours are subject to change on certain holidays.

MEMBERSHIP TYPES AND FEES:

Adult Membership	Ages 18 through 60 years old
Senior Membership	Any person 60 years of age or older
Family Membership	Consists of Two Adults and (any number of) Children/Dependents, living in the same household Ages 13 to 22 years of age:
College Membership	Persons aged 17 to 22 with proof of active student status
Guest Fee	\$15.00 per person (limit of 2 guests per visit)

RULES AND POLICIES

- You must submit your membership ID card to enter the Fitness Center every time you use the facility. On the rare occasion that a member does not have their card, they may produce another form of identification to check the system for valid membership.
- The Village reserves the right to ask any person using the gym to provide proof of active membership or identification so such membership can be confirmed.
- Gym members must be a full-time resident of the Village of Tarrytown or a Village of Tarrytown Employee.

- If you wish to change a radio or television station, please alert the front desk and we can assist in the changing of the station or channel. Personal headsets or earbuds are welcome as long as the volume is not disruptive to others. No personal boom boxes, blue tooth speakers or stereos are allowed.
- Food is not allowed in the Fitness Center or in the Studio Room. Closed beverage containers are permitted. No glass containers are allowed.
- Please wipe down the equipment after each use.
- Taking phone calls in the fitness center or studio is prohibited.
- If equipment is moved from a designated area, we ask that it is returned to its original place after you are done using it.
- We provide a towel service for you or you may bring your own towel. If you borrow a towel, you must leave your membership ID at the front desk. You then exchange the towel for your ID on your way out of the fitness center.
- Athletic attire and the proper footwear must be worn in the Fitness Center.
- Fitness Center members are not allowed to leave bags or backpacks in the workout area. All personal belongings should be left in the lockers. Jackets can be hung up on the rack outside of the Fitness Center.
- Weight plates are not to be leaned against equipment standards, mirrored walls or machines.
- After utilizing equipment, please remove weights from a bar and return plates and dumbbells to their proper storage areas.
- Fitness Center members should report all equipment malfunctions, personal injuries, and specific concerns immediately to the staff.
- Members may request that the front desk attendant change TV/Music Stations.
- A Fitness Center member is not permitted to use the Studio Room if the room is being occupied by a class or an instructor for a group of 5 or more persons.
- Studio schedule is subject to change whenever new programs are added.
- Programs that are taught and classes held in the Studio Room are not limited to Fitness Center members.

- The Fitness Center hours maybe adjusted due to inclement weather or holiday.
- Please adhere to 30 minutes of use on designated machines when other members are waiting to use said machine.
- The Fitness Center is not responsible for the storage of members' valuables.
- You are expected to act in a courteous and respectful manner. You are required to follow the instructions of the Fitness Center staff at all times. Profanity, yelling, rude or boisterous behavior will not be tolerated.
- Liability: Participation in any of the activities of the Village of Tarrytown Recreation Department is done so at the individual's own risk.
- Refund Policy: Refunds are issued only for the following reasons:
 1. A full refund will be issued for any program canceled by the Tarrytown Recreation Department.
 2. A refund request because of illness or an injury must be accompanied by doctor's note.
 3. All refunds will be prorated based on the date received with a \$10.00 processing fee attached.
 4. Please note that the participant assumes the risk of all changes in personal and business affairs.
- Individuals who do not comply with the established policies may be asked to leave and/or may have their membership suspended.

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ACCESS LICENSE AGREEMENT

THIS LICENSE AGREEMENT is entered into this _____ day of _____, 2020 by and between the Village of Tarrytown, a municipal corporation organized and existing under the laws of the State of New York (hereinafter "Village" or "Licensor"), and _____, owner and/or proprietor of the business located at 38 Main Street, Tarrytown, New York 10591, know as Lubins and Links, otherwise known as Tax ID 1.70-34-14 (hereinafter "Licensee" and "Licensee's Property" respectively). A copy of the tax map of the property is attached as Exhibit A.

For and in consideration of the mutual promises herein contained, the parties agree as follows:

Section 1: Grant of License: Description of Premises

Licensor hereby grants a license to access, through the Village Washington Street Parking Lot, subject to all of the terms and conditions hereof, the section of Village-owned property located adjacent to the Licensee's Property on 38 Main Street (hereinafter "Subject Property"), so that Licensee may access said Subject Property as highlighted on Exhibit A, which has an area with tables and seating in the rear of the property. This access agreement does not guarantee ADA access.

Section 2: Transferability

This license is non-transferable, except to a transferee of Licensee's Property, and requires authorization by the Village Administrator of the Village of Tarrytown.

Section 3: Limitation to Described Purpose

The Subject Property may be used solely for access to said rear seating area with tables and seating.

Section 4: Duration and Termination

This license shall commence immediately on signing, and shall be for a five (5) year period, starting on the _____ day of _____ month of the year _____ and expiring on the _____ day of _____ month of the year _____. This license is revocable at will by the Licensor, and the Licensor may cancel this License Agreement upon thirty (30) days written notice to Licensee, should Licensor need to use the Subject Property for any purpose. The term of the license granted hereunder shall be for five (5) years, renewable for one term of an additional five (5) years.

Section 5: Indemnification/ Hold harmless

In exchange for the granting of this License Agreement, the Licensee agrees to release, defend, indemnify and hold the Village of Tarrytown, and their agents, servants, employees

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and volunteers harmless from and against all claims of any nature whatsoever, including reasonable attorney fees and liability, arising out of or in connection with this agreement and/or all losses, claims, actions and damages suffered by any person or entity by reason of or resulting from any negligent, reckless, or intentional act or omission of the Licensee, his agents, assigns, heirs, employees, invites, contractors, and any of their sub-contractors in connection with use of the Subject Property. On behalf of the Licensee, and any estate, assigns and heirs, Licensee does hereby indemnify and hold the Licensor, their trustees, officials, officers, agents, employees and volunteers harmless from any damage or liability incurred by the Licensor or others as a result of this agreement for any costs or expenses including, but not limited to, hospital and medical expenses, legal defense costs as well as settlements, judgments, fines and penalties of any nature whatsoever which may be incurred as a result of this agreement. Further, it is expressly understood that such indemnity of the Licensor shall not be limited by reason of enumeration of any insurance coverage provided.

Section 6: Written Agreement as Entire Understanding of Parties

This License Agreement embodies the entire understanding of the parties and there are no further or other agreements or understandings, written or oral, in effect between the parties, relating to the subject matter hereof. Any amendment to this License Agreement shall be done in writing and executed by the parties.

Section 7: Delivery of Notices

Any notice mailed or delivered to _____, Lubins and Links, _____, Tarrytown, NY, 10591, shall be notice to Licensee hereunder. Any notice mailed or delivered to Village c/o Village Administrator's Office, 1 Depot Plaza, Village Hall, Tarrytown, NY, 10591, shall be notice to Licensor hereunder. E-mail service is allowed, but proof of confirmation/receipt by the Village by e-mail is required.

Section 8: No Warranty

Village does not warrant title to the Subject Property nor does Village make any representations that the Subject Property is satisfactory for the uses by Licensee herein.

Section 9: Accommodation

The permission granted to Licensees under this License Agreement is given by Licensor to Licensees as an accommodation. Further, Licensee hereby acknowledges Village's rights to the Subject Property, and agree to never assail, resist, or deny such rights by virtue of Licensee's occupancy or use of the Subject Property under this License Agreement

Section 10: Effective Date

This License Agreement shall become effective upon full execution by both parties ("Effective Date"), as noted on the first page of this agreement.

Section 11: Insurance Coverage

This subject property shall be added to the licensee's liability and property damage insurance policy which shall name the Village of Tarrytown as an additional named insured and shall include a thirty-day notice of cancellation clause. A certificate of insurance shall be filed with the Village Administrator.

Section 12: Fee

The licensee shall pay to the Village the annual sum of twenty five dollars (\$25.00). Payment shall be made at the beginning of the applicable period. If less than a full year is utilized, the full price will still be due and payable for that portion of a year.

IN WITNESS WHEREOF, the undersigned have caused this License Agreement to be executed as of the Effective Date.

For the Licensor
Village of Tarrytown, New York

For the Licensee

Richard C. Slingerland
Village Administrator

Print Name: _____

Date: _____

Date: _____

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STATE OF NEW YORK)

COUNTY OF WESTCHESTER)

On the _____ day of _____ in the year 2020 before me, the undersigned, a Notary Public in and for said State, personally appeared Richard C. Slingerland personally known to me or proved to me on the basis of satisfactory evidence to be the individual and Village Administrator, whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument

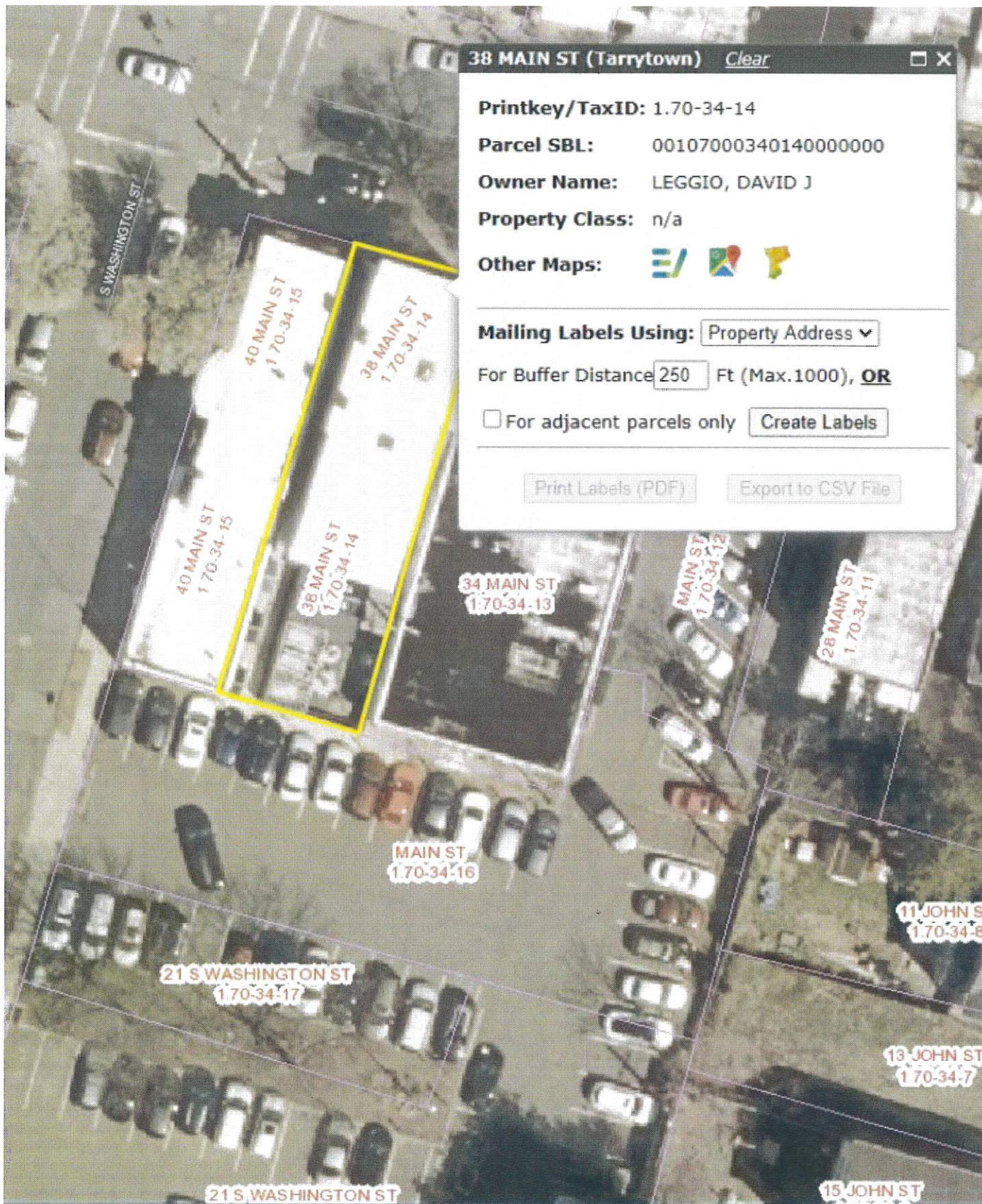
Notary Public

STATE OF NEW YORK)

COUNTY OF WESTCHESTER)

On the _____ day of _____ in the year 2020 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 individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public



Kathy Deufemia

From: Richard Slingerland
Sent: Thursday, September 24, 2020 9:27 AM
To: Kathy Deufemia
Cc: Joshua Ringel
Subject: FW: Inventory of Bench-ready spots

From: Richard Slingerland
Sent: Thursday, September 17, 2020 6:41 PM
To: Karen Brown <kBrown@tarrytowngov.com>
Cc: Anthony Ross <aross@tarrytowngov.com>; Becky McGovern <bmcgovern@tarrytowngov.com>
Subject: RE: Inventory of Bench-ready spots

Karen:

Good afternoon.

I've checked in with Anthony on a few possible ideas, and wanted to check in with you to see what your interest is before we proceed further with this. I'm also copying Becky since she is the liaison to the Parks and Recreation Departments.

- I would want to be careful about adding too many benches to the Pierson Park RiverWalk, but there may be room for a couple more. At the very least, there is room for 2 more benches by the "Cohen" benches by the end of West Main Street.
- South-end RiverWalk – there may be some key locations we can add a bench or two that would allow people to make a memorial donation
- Patriot's Park – I think it would be useful to replace some of the old concrete and wood benches with new ones, but also work this out in a better laid-out pattern in the park.
- Patriot's Park – we also have room, in a planned layout, for some stone benches around the 9-11 memorial sculpture. This should be planned, designed and agreed upon before we do anything with it.
- Lakes path, between the Lakes Lot and Countyhouse Road – there are probably a few locations where a bench would be helpful to allow people to have a mid-walk rest.
- Other locations?

Let us know if you have other thoughts or ideas before we start working on compiling a list.

At some point we should also run this by the Rec Committee so that they can consider this and have some review, and after that we can submit a report with recommendations to the Board.

Best regards,

Rich

Richard Slingerland
Village Administrator
Village of Tarrytown
One Depot Plaza
Tarrytown, New York 10591
914-631-1785
fax: 914-909-1208
e-mail: rslingerland@tarrytowngov.com

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From: Karen Brown <kBrown@tarrytowngov.com>

Sent: Thursday, September 17, 2020 4:12 PM

To: Anthony Ross <aross@tarrytowngov.com>; Richard Slingerland <rslingerland@tarrytowngov.com>

Subject: Inventory of Bench-ready spots

Hi Anthony, we have seen a lot of requests for memorial benches. Could you put together a list of the places in our parks where you think more /new benches would be most appreciated?

Thanks-Karen

Sent from [Mail](#) for Windows 10

The U.S. Constitution requires that everyone living in the United States is counted every 10 years -we all count.

<https://2020census.gov/en/who-to-count.html>

The U.S. Constitution requires that everyone living in the United States is counted every 10 years -we all count.

<https://2020census.gov/en/who-to-count.html>

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LOCAL LAW __ - 2020

A local law to amend Chapter 218 of the Code of the Village of Tarrytown, entitled "Parades"

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. Amending Existing Chapter Heading. The title of Chapter 218 entitled "Parades" shall be amended to read as follows: "Parades, **Special Events and Demonstrations**"

Section 3. Existing Provisions Repealed. Chapter 218, Section 1 entitled "Authorization required" and Chapter 218, Section 2 entitled "Penalties for offenses" are repealed.

Section 4. Amended Existing Chapter. Chapter 218, Sections 1 and 2 shall be replaced and Chapter 218 further amended as follows:

§ 218-1 Definitions

For purposes of this Chapter, the following terms shall have the following meanings:

(a) A "parade" is any procession or race, which consists of a recognizable group of 20 or more pedestrians, vehicles, bicycles or other devices moved by human power, or ridden or herded animals or combination of the foregoing proceeding together upon any public street, roadway or public area.

(b) "Demonstration" shall mean a group activity or congregation including, but not limited to, a meeting, assembly, protest, rally or vigil, moving or otherwise, which involves the expression of views or grievances, involving more than 12 people.

(c) "Special event" shall mean "a group activity or congregation including, but not limited to, a performance, meeting, assembly, contest, exhibit, ceremony, parade, athletic competition, reading, or picnic involving more than 12 people or a group activity or congregation involving less than 12 people for which specific space is requested to be reserved by the Village for the special event.

(d) "Applicant" shall mean the person or entity that applies for a permit under this Chapter to hold a parade, demonstration or special event. Any person or entity responsible for organizing a parade, Demonstration or special event, or any person or entity that publicizes a parade, or demonstration or special event through advertisements or other means of mass communication, including but not limited to social media, is authorized to act as the Applicant.

§ 218-2. Parades

A. Applications.

(1) Applications for parade permits must be received by the Village Clerk at least fifteen days prior to the requested date for the parade.

(2) Applications for parade permits that seek to partially or fully close a public street or

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sidewalk in the Village, or would result in a public street or sidewalk in the Village not being able to be utilized in its regular manner, must be received by the Village Clerk at least **thirty** days prior to such parade.

(3) Applications must be submitted to the Village Clerk by completing the form available at the Village Clerk's office **and on the Village's website** in writing either by mail or email and will be considered in the order in which they are received.

B. Permits.

A parade shall be permitted upon any street or in any public place in the Village of Tarrytown only after a written permit therefor has been obtained from the Village Administrator. The Village Administrator shall, after due investigation of such application, including but not limited to consultation with the Police Department, Fire Department and Department of Public Works, grant such permit subject to the following restrictions:

1. The Village Administrator shall not grant a permit where the Village Administrator has objective reason to believe that the proposed parade will be disorderly in character, will disturb the public peace or will be a detriment to public health, safety and welfare;
2. Except as otherwise provided herein, the Village Administrator shall not grant a permit for the use of any street or any public place, or material portion thereof, which is ordinarily subject to substantial congestion or traffic or is chiefly of a business or mercantile character, except, upon those federal holidays or when places of business along the proposed route are closed, or on other days between the hours of **six thirty post meridian and nine ante meridian**;
3. Each such permit shall designate specifically the route through which the parade shall move and include such conditions, rules and regulations as the Village Administrator deems reasonably necessary, if any;
4. **Permits for parades for occasions of extraordinary public interest, not annual or customary, or not so intended to be, may be granted by the Village Administrator for any street or public place, and for any day or hour, with the written approval of the mayor;**
5. The Applicant of a parade for which a permit is granted by the Village Administrator shall be responsible for the strict observance of all rules and regulations included in said permit by all participants.

C. Exemptions. This section shall not apply:

1. To the ordinary and necessary movements of the United States army, United States navy, national guard, Village or other municipal police department and Village or other municipal fire department; or
2. To funeral processions where no streets are sought to be fully or partially closed.
3. To parades which have marched annually upon the streets for more than **ten** years prior to the adoption of this Local Law as such parades only need approval from the Board of Trustees.

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§218-3. Special Events and Demonstrations.

A. Applications.

- (1) Applications for special event permits must be received by the Village Clerk at least **21** days prior to the requested date for the special event.
- (2) Applications for demonstration permits must be received by the Village Clerk at least **10** days prior to the requested date for the demonstration. Notwithstanding this requirement, the Village Clerk will accept all applications for demonstrations involving the expression of viewpoints on topical issues whenever submitted and process such applications as soon as it is feasible to do so, considering the magnitude of the event and the resources of the Village and its police department.
- (3)) Applications for special event and demonstration permits to take place in Pierson Park must be received by the Village Clerk no less than **two (2)** months nor more than **nine (9) months** before the date of the proposed event. However, applications for a demonstration permit made less than **two (2)** months before the proposed event where the Applicant can demonstrate exigent circumstances prevented timely application shall be accepted by the Village Clerk for review by the Village Administrator, provided that the limitation on the number of events in subsection G of this section has not already been reached
- (4) Applications must be submitted to the Village Clerk by completing the form available at the Village Clerk's office **and on the Village's website** in writing either by mail or email and will be considered in the order in which they are received.

B. Permits and Timing

- (1) Permits. A special event or demonstration on any street, sidewalk or in any public place in the Village of Tarrytown may only be held after a written permit has been issued by the Village Administrator, which permit may include such conditions, rules and regulations as the Village Administrator deems reasonably necessary, if any;

C. Denial of Permit; Alternative.

- (1) The Village Administrator, after consultation with the Police Department and any other Village Departments, may deny a permit if:
 - (a) the location sought is not suitable because of landscaping, planting, or other environmental conditions reasonably likely to be harmed by the proposed event;
 - (b) the location sought is not suitable because it is a specialized area including, but not limited to, **proximity to the Hudson River or other environmentally sensitive area, to public recreation areas, including but not limited to, tennis courts and a swimming pool**, or because the proposed event is of such nature or duration that it cannot reasonably be accommodated in that location;
 - (c) the date and time requested have previously been allotted by permit;
 - (d) within the preceding two years, the applicant had been granted a permit and did, on that prior occasion, violate a material term or condition of the permit, or any applicable law, ordinance, statute or regulation;
 - (e) the event would interfere unreasonably with the enjoyment of the public space by other users;
 - (f) the Village Administrator has objective reason to believe that the proposed parade will be disorderly in character, will disturb the public peace or will be a

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detriment to public health, safety and welfare;

(g) the limitations contained in subsection (G) of this section are not complied with.

(2) If the permit has been denied pursuant to subsection (C)(1) of this section, the Village Administrator shall state the reasons for the denial in writing and, to the extent practicable, employ reasonable efforts to offer the applicant suitable alternative locations and/or times and/or dates for the proposed event.

D. Appeals

(1) After a permit application is denied or approved with conditions objected to by the Applicant, the applicant may appeal the determination in writing to the Village Clerk.

(2) The designated appeals officer shall be the Mayor who may reverse, affirm, or modify the original determination and provide a written explanation of his or her finding.

(3) Timing of Appeal. An appeal must be submitted in writing to the Village Clerk within ten days of the Applicant's receipt of the determination or if there is less than ten days between the date the Applicant receives the determination and the proposed special event or demonstration, at least two business days before the event.

E. Revocation or Suspension of Permit

(1) After notice and an opportunity for the Applicant to be heard, the Village Administrator may alter or add terms and conditions to a permit, or revoke a permit, based upon the criteria set forth in subsection (C)(1)(a) through (g) of this section.

(2) If the Village Administrator revokes or alters a permit prior to the date of the event, the permittee may appeal the revocation or alteration, subject to the time limitations set forth in subsection (D)(3) of this section.

(3) During the course of an event, the Village Administrator may suspend a permit where exigent circumstances exist in the vicinity of the location for which such permit has been issued or circumstances have changed such that the criteria set forth in subsection (C)(1)(a) through (g) of this section apply.

F. Limitations on Permits

(1) The granting of a permit does not give the permittee the right to sell or offer for sale any articles, tickets, or refreshments within or adjacent to any park area. To do this requires a separate Peddler Permit issued by the Village Administrator.

(2) Permits are not transferable.

(3) If a permittee intends to drive vehicles (e.g., buses, cars, trucks, and vans) into any Village park for deliveries to an event site or for any other legitimate purpose, the permittee must obtain a separate written permit for each such vehicle, specifying the date, time, route, and parking privilege.

G. Pierson Park.

(1) The following conditions apply to applications for permits for special events and demonstrations in Pierson Park:

(a) Large events. In any calendar year, there will be a maximum of two permits granted for

large events in Pierson Park. For purposes of this subsection, a large event is a special event or demonstration with anticipated attendance over 150 people and which requires the use of the ballfields in Pierson Park.

(b) Small and medium Events. Small events in Pierson Park are not subject to the limitation contained in paragraph (1) of this subsection. For purposes of this subsection, a small event is a special event or demonstration with anticipated attendance of less than 30 participants and which does not require the use of any of the ballfields during the hours that the ballfields are used for athletic uses, and does not displace any athletic use in Pierson Park. Medium events is a special event or demonstration of: (i) 30 participants or less that requires exclusive use of the ballfields; or (ii) between 31 and 149 participants. Medium events are subject to paragraphs (e) and (h) of this subsection.

(c) Attendance at large events may not exceed 1000 persons.

(d) Large events may take place only during the months of _____.

(e) Permitted special events and demonstrations in Pierson Park are subject to cancellation or postponement by the Village Administrator due to inclement weather and/or soil and turf conditions. Factors the Village Administrator will take into consideration in determining whether to cancel or postpone an event shall include: (i) the possibility of lightning or other extreme weather condition; (ii) rainfall (including forecasted, current, or cumulative rainfall); (iii) soil saturation levels or other risks to turf health; and (iv) any other field conditions that might lead to significant damage to Pierson Park or the surrounding landscapes or hazardous conditions for the attendees of the demonstration or special event.

(f) The permit application for large events must include a load-in plan acceptable to the Village Administrator and Police Chief to ensure (i) the orderly flow of attendees through park landscapes on appropriately designated areas; and (ii) the attendees will not damage adjacent landscapes. In addition, in the case of large events as defined in subsection G(1)(a), the load-in plan must ensure the maximum number of persons attending does not exceed 1,000 and is in compliance with all restrictions. In determining whether the Applicant's load-in plan is acceptable such that a permit may be granted, the Village Administrator shall take into consideration, among other relevant factors, any evidence that the applicant has efficiently and safely executed event productions and audience management in the past.

(g) An applicant seeking to hold a large event shall post a cash bond in an amount sufficient to pay for any anticipated damage to Pierson Park in connection with the scheduled event and made payable to the Village of Tarrytown. The amount of the bond will be determined by the Village Administrator based upon the following factors: (i) the length of the event; (ii) the time of year of the event; (iii) the nature of the event, including but not limited to, the type of equipment that will need to be brought into Pierson Park, the location of such equipment, and the use of any vehicles in Pierson Park; (iv) the number of people attending the event; (v) the Applicant's experience regarding any prior events of the same or a similar nature; and (vi) whether the event or any activities associated with the event present a high risk of property damage. However, the Village Administrator shall have the authority to waive the bond required by this subsection where the applicant is able to demonstrate that such bond cannot be obtained without imposing an unreasonable hardship on the applicant. Any request for a waiver of the bond required by this subsection shall be addressed in the permit application. The burden of demonstrating unreasonable hardship shall be on the

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applicant and may be demonstrated by a showing that the cost of obtaining the bond for the event exceeds twenty-five percent (25%) of the applicant's budget for the event. The budget for the event must include not only cash, but also the actual value of any materials and services to be used by the applicant for the event.

(h) The applicant shall provide a written acknowledgment stating, where applicable, how the applicant will comply with the foregoing provisions in this subsection G(1) no less than 10 days prior to the scheduled event's initial load-in. However, for an application for a demonstration that is made less than ten days before the proposed event, where exigent circumstances prevented timely application, the written acknowledgment must be executed as soon as practicable before the demonstration's initial load-in.

H. Other areas. _____ [Lot F], are available for small, medium or large special events or demonstrations.

I. Passive Recreation Areas only. _____ is reserved solely for passive recreation and _____ [soccer field] are reserved solely for athletic events with permits and passive recreation. The Village Administrator shall not grant any permits for special events or demonstrations in _____.

J Funeral Demonstrations

A Permit in accordance with this section shall be required for any demonstration within one thousand feet of a funeral event and during or within one hour before or after such funeral event. For purposes of this subsection, a "funeral event" shall mean a wake, funeral, burial or memorial service conducted within thirty days after the death of the person who is the subject of such demonstration.

§ 218-4. Permittees' Obligations

For any permit issued under the Chapter:

- (1) Permittees are subject to the rules and regulations of the Village, the specific terms and conditions of the permit, and to all applicable Village, County, State, and Federal laws.
- (2) Permittees must have the permit in their possession at the time and site of the event, as well as any other permits or documentation for the event required by the Village or any other governmental agency.
- (3) Permittees must confine their activities to the locations and times specified on their permit. The Village Administrator may establish specific guidelines for certain designated parks or park locations.
- (4) Permittees are responsible for cleaning and restoring the site after the event. The cost of any employee overtime incurred because of a permittee's failure to clean and/or restore the site following the event will be borne by the permittee.
- (5) Permittees shall be held liable for any and all damages or injuries to persons or property that may occur or be caused by the use of the permit. By accepting a permit, permittees agree to indemnify and hold harmless the Village of Tarrytown and its officers and employees from any and all claims whatsoever that may result from such use.
- (6) Permittees shall be responsible for the procurement of and payment for any electrical energy used during the event. Permit applications must indicate whether electrical energy is required for the event.

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§ 218-5 Violations and Penalties.

A, It shall be a violation of these rules to advertise any special event or demonstration requiring a permit under this Chapter via posting, print media, radio, television, or the internet prior to obtaining a permit. There shall be a rebuttable presumption that any person or organization whose name, telephone number or other identifying information appears on any advertisement and who has not obtained a permit has violated this subdivision by either (1) illegally advertising an event or (2) directing or permitting a servant, agent, employee or other individual under such person's or organization's control to engage in such activity; provided, however, that such rebuttable presumption shall not apply with respect to criminal prosecutions brought pursuant to violations of this Chapter.

B. Violations.

1. Any person participating in any parade for which a permit has not been issued when required by this Chapter shall be subject to penalties as provided in Chapter 1, General Provisions, Article II.
2. Any person participating in any special event or demonstration for which a permit has not been issued when required by this Chapter shall be subject to penalties as provided in Chapter 1, General Provisions, Article II.

Section 5: 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 6: 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

One Depot Plaza
Tarrytown, NY 10591

Event/Demonstration/Protest/Rally Permit

Sponsor(s) {Person(s) or organization}: _____

Contact information for entity: _____

Primary Contact Person(s): _____

Address: _____

Phone/Fax: _____

E-mail: _____

Purpose/Title of the Protest/Rally: _____

Date and Time of Event: _____

Location(s) of rallies and route of march, if any (attach documents if necessary)

Is live or amplified music proposed? Yes _____ No _____

Method to be used to identify organizers and volunteers/monitors at the event (e.g. hats, shirts, armbands, attach a photo or sample)

Applicant's Signature: _____ Date: _____

Approved by: _____ Date: _____

Richard Slingerland, Village Administrator

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Comprehensive Plan Action Proposal 20-04

Date: August 17, 2020

Action: Placemaking for the Village

Purpose/Scope:

Tarrytown at present serves two communities – those who live here and those who visit and also support the village by spending their dollars here. Placemaking must serve both communities as well in a symbiotic, not competitive, relationship.

To sustain the village and serve its residents Placemaking must support and sustain Tarrytown’s small businesses for the village’s overall benefit. In addition, certain areas of the village should be enhanced and defined as special, public, places that attract people, where people *want* to gather.

And, on a broader scale, Placemaking should also serve as a “branding” exercise for Tarrytown to create its own identity among the Rivertowns.

Work Products:

- 1. Identify the specific areas that lend themselves to “placemaking” in town
- 2. Identify physical improvements/landscaping that could positively transform these places
- 3. Suggestions for “lighter, quicker, cheaper” improvements that bring immediate benefits both to the spaces and the people who use them. And to this end function has to always trump form – beautiful but not people-friendly spaces are to be avoided at all costs
- 4. Proposals for annual events for the enjoyment of both residents and visitors

Sponsoring Committee Member: Joyce Lannert

Sponsoring Trustee: TBD by the BOT

Lead Entity: Placemaking Committee – Richard Rose (Tarrytown Historical Society) has already indicated his willingness to participate, the Chamber, TEAC, the Volunteer Portal will be other sources

Consultant: n/a

Funding: n/a at this time

Schedule: Spring of 2020

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Attachment for Comprehensive Plan Action Proposal 20-04

Examples of “placemaking” opportunities:

Village Hall site; Main Street entry to Washington Street parking lot; Neperan Park;
Library/Patriots Park; Sarah Michaels Park

Potential physical improvements

Village Hall site – welcoming marquee, informational kiosk, sitting area

Main Street – replace 8-10 parking spaces with a landscaped sitting path to the
parking lot, mural on western wall

Library/Patriots Park – explore developing joint events on market day

Neperan Park – work with neighbors to decide on park improvements, consider adding
special events, e.g., “food truck Wednesday nights” to create an opportunity for
neighbors to socialize

Sarah Michaels Park – work with neighborhood groups to design improvements that
would create a true neighborhood amenity

Proposals for annual/special events

Establish a “special events” sub-committee to work with the Placemaking Committee
to plan special events in Tarrytown – e.g., a “plain air” painting event at Pierson Park, a fun dog
show at one of Tarrytown’s parks