

**VILLAGE OF TARRYTOWN
BOARD OF TRUSTEES
WORK SESSION 6:00 P.M.
WEDNESDAY, July 13, 2022
Tarrytown Village Hall
One Depot Plaza, Tarrytown, New York**

Members of the public may attend in person or remotely. For those members of the public interested in viewing the meeting remotely visit:
<https://www.tarrytownny.gov/home/events/37606> for instructions on how to view via Zoom.

Executive Session

Interviews – Recreation Superintendent (2)

Open Session - 7 p.m.

1. Board of Trustees Concerns
2. Declaration of Surplus – Automatic Transfer Switch
3. Discussion - Public Right-of-Way License Agreements for Private Structures
4. Acceptance of Donation for Mural on Building for 17 Main Street/Kaldenberg
5. Placemaking Committee – Lease for Mural for 17 Main Street
6. Discussion – Zoning Question re Cannabis
7. MEBCO
8. Discussion – Sustainable Westchester – Solar Credit Savings
9. Tri-Village Consolidation Supplemental Work

Executive Session

- A. Tax Certiorari
- B. Discussion for Advice of Counsel re Waterfront Development
- C. Discussion – WI Boat Club License Agreement Extension
- D. Part-Time Building Department Intern
- E. Development in Greenburgh

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

TO: Mayor Brown and the Board of Trustees
FROM: Richard Slingerland, Village Administrator
Alissa Fasman, Deputy Village Clerk/Assistant Village Administrator
RE: Public Right of Way Licensing Policy
DATE: July 8, 2022

The Village has received at least three requests in the last two months relating to Village property owners seeking to improve or renovate areas of their property that due to pre-existing conditions, impinge on the public right of way. The Village Administration needs the Board to consider the procedure to be used going forward to address such requests. The critical question is whether we establish a uniform method that allows property owners to license property in the public right of way on an annual basis, and if so, according to what formula.

The public right-of-way begins at the edge of an owner's property line. It is needed should the Village need to make changes to public infrastructure including for utilities, stormwater and sewer management, and other critical needs of the general public. Nevertheless, over time, property owners have built structures on public land, whether due to purposeful violation, ignorance, and/or lax oversight. When property owners seek to make improvements on such structures impinging on the public right of way, the Building Department can choose one of three options:

- 1) Insist that the property owner remove the structure from the public right of way entirely.
- 2) Allow the property owner to make improvements on structures in the public right of way as long as they are pre-existing.
- 3) Allow the property owner to make improvements on structures in the public right of way as long as they license the land from the Village at an agreed upon rate, and according to an agreement that addresses liability concerns and allows flexibility should the Village ever need to use the property for public purposes.

Attached is a sample license agreement. The Building Department has derived a license fee formula based on property tax value of the land in question. In the case of recent request from a property owner, a 10 inch x 18 ft stretch of property on which a wall had been built before the owner purchased the multi-family house, the license fee would be \$215.80 per year.

We ask the Board to consider whether they want to follow a formula based on the taxable value of the land in question, some other formula that allows for a reduced fee for property owners keeping in mind the administration required for such license agreements, or keep the licensing of the public right of way an ad hoc procedure to be decided by the Board of Trustees on a case-by-case basis.

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 of the property located at XXX, Tarrytown, New York 10591, otherwise known as Section ____, Block ____, Lot _____ (hereinafter "Licensee" and "Licensee's Property" respectively). A copy of the survey 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 to Licensee a license to occupy and use, subject to all of the terms and conditions hereof, the section of Village-owned property located adjacent to the Licensee's Property on 31 Birch Way (hereinafter "Subject Property"), so that Licensee may install and maintain shrubs and/or a split-rail fence on said Subject Property as highlighted on Exhibit A.

Section 2: Transferability

This license is non-transferable, except to a transferee of Licensee's Property.

Section 3: Limitation to Described Purpose

The Subject Property may be occupied and used by Licensee solely and exclusively for the purpose of installation and maintenance repair of said fence and patio.

Section 4: Duration and Termination

This license shall commence on the _____, day of _____, 2020. Licensor may cancel this License Agreement upon thirty (30) days written notice to Licensees should Licensor need to use the Subject Property for any purpose. Should Licensor exercise this right of termination, Licensee shall remove said shrubs and/or fence, solely at his or her own cost and expense, and restore the Subject Property to the condition of original grade with grass covering within 30 days of receipt of Village's written notice herein. Licensee may cancel this License Agreement solely at his or her own cost and expense, restoring the Subject Property to the condition of original grade with grass covering and thereafter providing Village written notification that he has cancelled the License Agreement. The term of the license granted hereunder shall be for ten (10) years, renewable for one term of an additional ten (10) years, and shall be renewable by the Village on an annual basis or for such other term.

Section 5: Access

Licensor retains the right to access and enter into any portion of the Subject Property for any governmental purpose at any given time, since this area is immediately adjacent

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to the right-of-way. If any work is required, such as digging, Licensor shall provide at least one (1) day written notice to Licensee, except that Licensor shall have the right to immediately access said portion of the Subject Property in the event of an emergency.

Section 6: 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 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 7: 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 8: Delivery of Notices

Any notice mailed or delivered to _____, XXX, 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.

Section 9: 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 10: 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 11: Effective Date

This License Agreement shall become effective upon full execution by both parties ("Effective Date").

Section 12: 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 13: Fee

The licensee shall pay to the Village the annual sum of \$20.00. 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: _____

Dated: _____

Dated: _____

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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

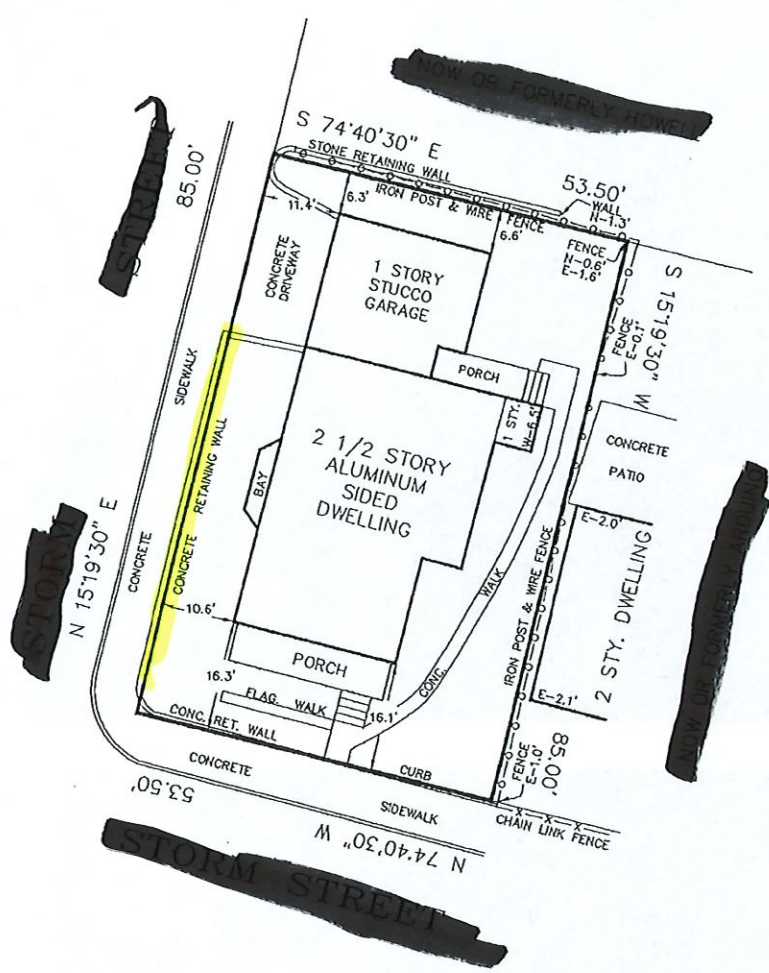
STATE OF NEW YORK)

) ss:

COUNTY OF WESTCHESTER)

On the _____ day of March in the year 2016 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



Survey of Property

Prepared for

[Redacted Name]

The premises being:

[Redacted Address]
Tarrytown, NY

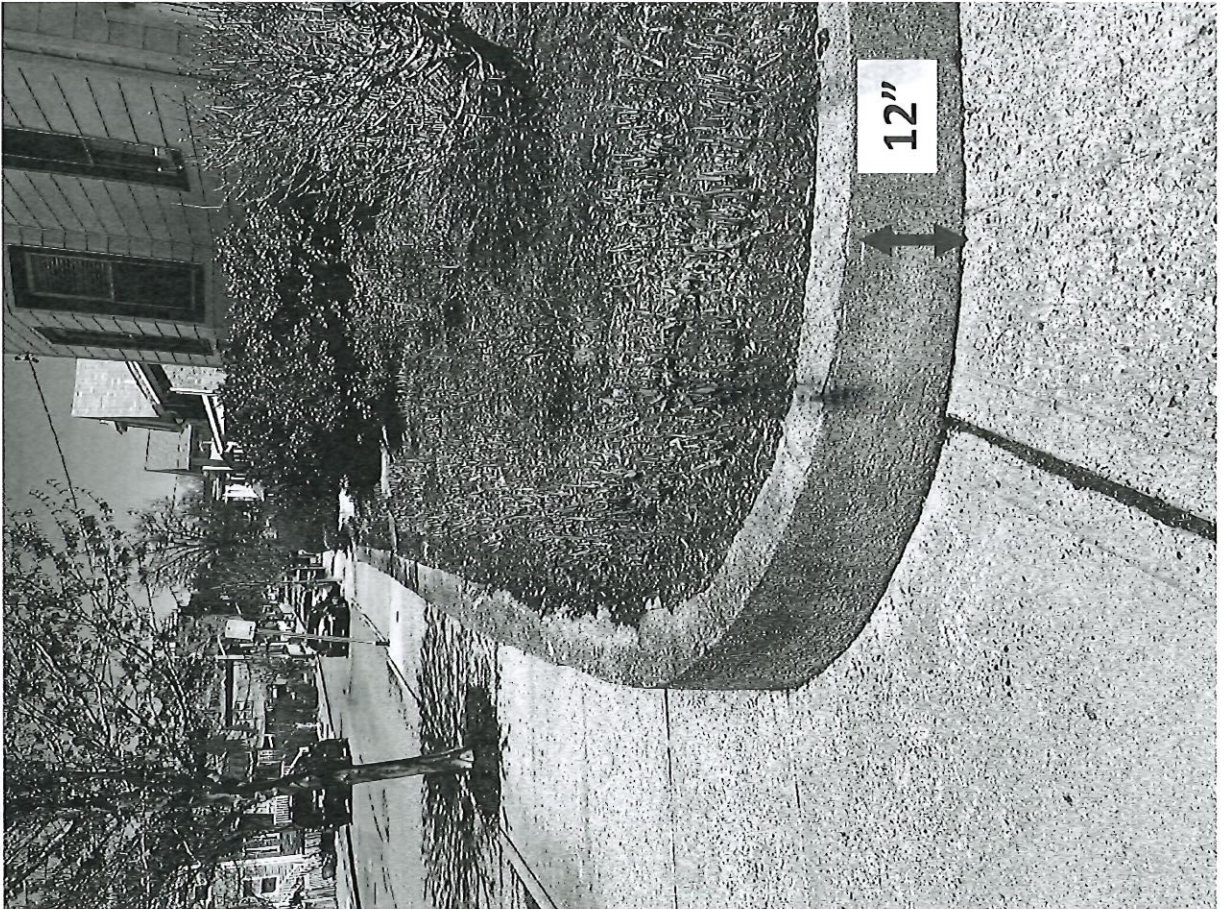
CERTIFICATION REVISED
JULY 25, 2005

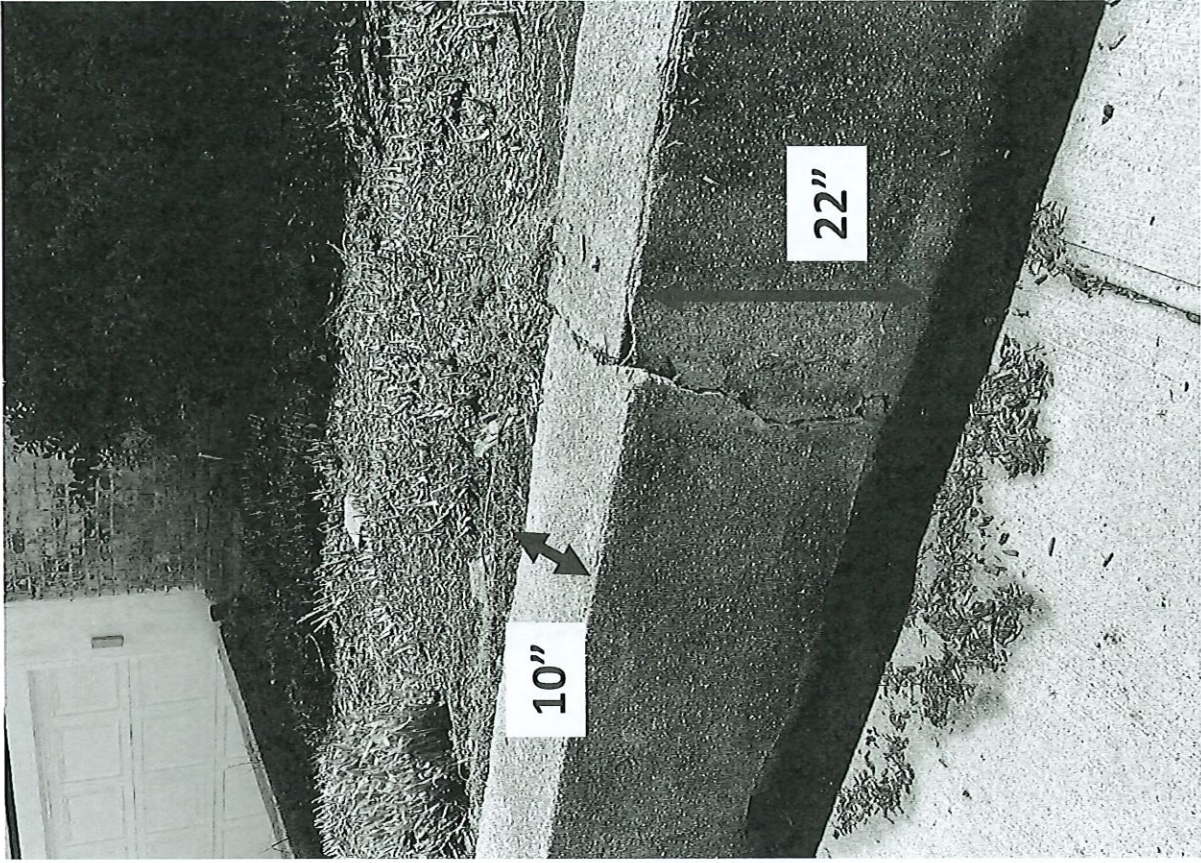
Village of Tarrytown, Town of Greenburgh
Westchester County, NY

July 14, 2005
1" = 20'

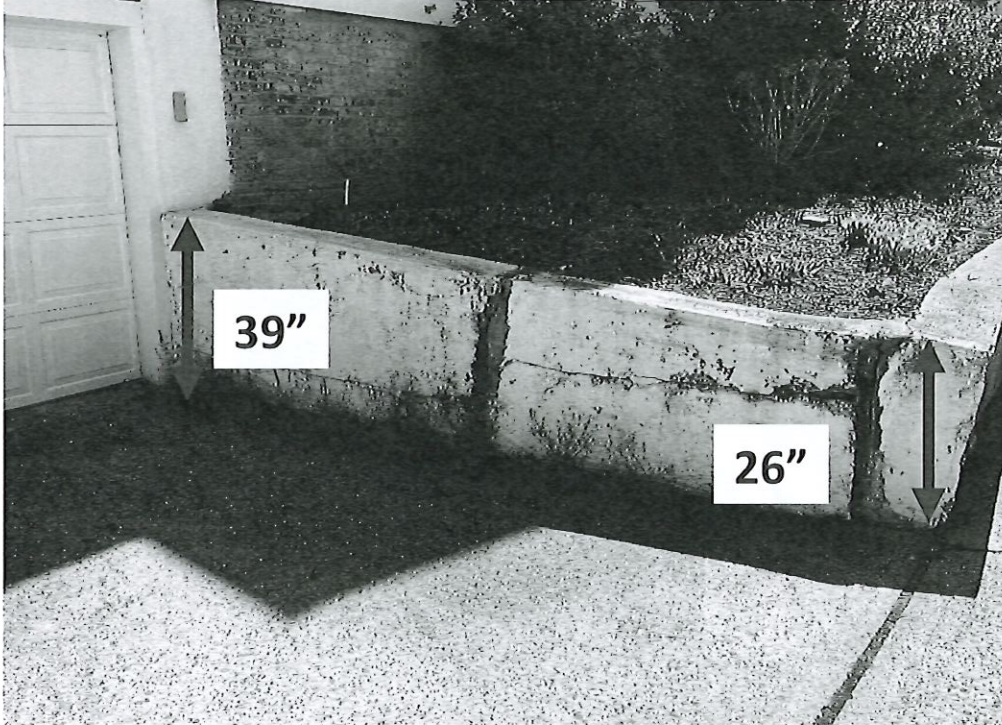
[Redacted Signature and Stamp Area]

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Summary: New Westchester Power Solar Credit Offering

How does the Solar Credit offering work?

The New York State Public Service Commission (PSC) is reviewing the Sustainable Westchester implementation plan to offer **solar credit (monetary) savings** through the Westchester Power program to eligible residents. We hope to roll out the Solar Credit offering in 2022, with the first cohort of eligible residents seeing solar credit savings on utility bills by early 2023.

Our new Solar Credit offering supports local solar projects. Participants will be matched with a specific solar farm and receive solar credit savings on their electricity bill each month. The solar credits applied to participants' electricity bills are based on the value of the solar energy produced by their share of the solar farm each month.

Is the Solar Credit offering compatible with the Electricity Supply offering?

Yes! Per the PSC, eligible customers may participate in both offerings, except for Assistance Program Participants, who are not eligible to participate in the fixed-rate Electricity Supply offering and only eligible for the guaranteed savings of the Solar Credit offering.

How does the Solar Credit offering provide guaranteed savings?

The solar credits are applied to each participant's monthly electricity bills resulting in savings for the customer. Due to our aggregation of thousands of participants, the typical discount we obtain will be larger than New York State's required minimum discount of 5%. The specific savings amount is yet to be determined.

Why are underserved residents a priority to receive the benefits of the Solar Credit offering?

Our Solar Credit offering will be made available first to residents in participating municipalities who are enrolled with the utility's low-income assistance programs. These members of our community face the highest burden of energy costs and, therefore, have the highest need for any savings flowing from New York's transition to clean energy.

Once we have completed enrollment of this customer group, we will enroll other low-to-moderate-income and Environmental Justice Area residents not enrolled in the utility's low-income assistance program. Third, we will enroll small business customers located in and serving low-to moderate-income neighborhoods and Environmental Justice areas. We are identifying these groups on a census tract basis.

As we acquire further solar capacity, the Solar Credit offering will be rolled out to include additional Westchester Power electricity supply residents and small businesses in your municipality.

Will Sustainable Westchester provide community outreach and education?

Yes! Sustainable Westchester will offer ongoing community support and customer service throughout the implementation of the Westchester Power Solar Credit offering. Importantly, we will submit a package to the Department of Public Service for approval of municipal participation in the offering,

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including evidence of at least 2 months of outreach and education, a copy of the updated enabling law, and a sample notification letter.

Our outreach and education activities will include:

- Community outreach – virtual and in-person (as available) community information sessions
- Collateral material (to include newsletter content, social media, flyers, etc.) for distribution by municipality/CAC/Sustainability & Environmental Committees, supporting information and messaging on Sustainable Westchester’s website and social media platforms
- Notification letter sent directly to eligible residents and small businesses to include program offerings, opt-out option and resources links
- Customer service (via our Mount Kisco team) answering constituents’ questions and concerns, Monday through Friday, 9 am to 5 pm (phone calls and emails)
- Support for residents with Spanish-speaking materials and customer service

(last updated 5/17/2022)

Woodard & Curran Engineering
and Geological Services P.A. P.C.
800 Westchester Avenue
Suite N507
Rye Brook, New York 10573
www.woodardcurran.com

T 800.426.4262
T 914.448.2266
F 914.448.0147

Via Electronic Mail

April 20, 2022



Joshua Ringel, Village Manager
Village of Briarcliff Manor
1111 Pleasantville Road
Briarcliff Manor, NY 10510

Re: Proposal for Additional Services
Tri-Village Consolidation, IMA Development

Dear Joshua:

Since the Tri-Village Water Supply Consolidation project was initiated in 2018, the Woodard & Curran team has worked with the Villages of Briarcliff Manor, Tarrytown, and Sleepy Hollow through a series of several meetings to develop an approach to the consolidation of water supply assets, financial responsibilities, and system management that reflected the input of all the Villages. This has included several versions of an Intermunicipal Agreement (IMA), Terms Sheet, a Financial Model, and comprehensive Hydraulic Model for the supply and distribution systems of the three Villages.

The next steps on this project are as follows:

1. Perform an additional revision and update to the IMA and Financial Model based on recent input from the Villages;
2. Present the draft IMA/Terms Sheet, Financial Model, and Hydraulic Model separately to each Village Board at a future meeting date; and
3. Facilitate a working session for decision makers from all 3 municipalities to conclude the consolidation study. This will include final revisions to the IMA/Terms Sheet and Financial Model based on group input and discussion.

To achieve the consensus-based deliverables developed to date, several more meetings and draft document iterations were required than were included in our project authorization, resulting in the expenditure of our authorized project funds. Additional funds are required to be authorized to complete the additional requested services.

To minimize the additional requested funds, we propose that Woodard & Curran attend the Village Board meetings in person and have our Financial Model subconsultant, Raftelis, attend virtually to limit travel costs. The additional requested funds total \$23,300, with \$4,800 for services by Woodard & Curran and \$18,500 for services subcontracted to Raftelis.

We propose that funds previously identified for the future project field investigation phase be allocated to the Comprehensive IMA phase, so no change to the overall grant agreement or project budget is required. This would reduce the available funds currently authorized for that

future phase from \$89,900 to \$66,600. We will re-evaluate field investigation and design phase service budgets with the Villages once the final design scope, if any, is determined.



The services described above will be completed in accordance with the March 1, 2018 Terms and Conditions between the Village of Briarcliff Manor and Woodard & Curran for this project, hereby amended update the legal entity name to Woodard & Curran Engineering and Geological Services, P.A. P.C. and address to 800 Westchester Avenue, Suite N507, Rye Brook, NY 10589.

We greatly appreciate this opportunity to continue to assist the Villages with this important project for the efficient and sustainable operation of your water supplies. If you accept this proposal and wish to proceed with the Scope of Services, please issue an updated Purchase Order from the Village that references this proposal letter, or sign in the space indicated below and return a copy for our files. Please feel free to call the undersigned at (914) 380-3011 if you have any questions regarding this proposal or require any further information.

Sincerely,

WOODARD & CURRAN ENGINEERING AND GEOLOGICAL SERVICES P.A. P.C.

Steven C. Robbins

Steven C. Robbins, P.E., LEED AP
Project Manager

Anthony C. Catalano

Anthony C. Catalano, P.E., BCEE
Vice President

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized agents as of the date indicated below.

AUTHORIZATION BY:

WOODARD & CURRAN ENGINEERING
AND GEOLOGICAL SERVICES P.A. P.C.

VILLAGE OF BRIARCLIFF MANOR

Signature Date

Name (printed)

Title

[Signature] 6/22/22

Signature Date

Josh Rigel

Name (printed)

Village Manager, VBSM

Title