

**VILLAGE OF TARRYTOWN  
BOARD OF TRUSTEES  
WORK SESSION 6:00 P.M.  
WEDNESDAY, JANUARY 10, 2024  
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/46701> for instructions on how to view via Zoom.

Open Session

1. Board of Trustees Concerns
2. Start of Budget and Capital Discussion
3. LOSAP Fingerprinting Verification
4. Comprehensive Plan Symposium
5. Discussion – Food Scrap Grant
6. Tax Reduction for Emergency Responders
7. Proposal – John Street to Receive Honorary Designation as Wade Solomon Way
8. Stormwater Agreement with Wilder Balter for 62 Main Street
9. Water Rate Increase



**Budget Adoption Memorandum**

*Village of Tarrytown*

Date: April 13, 2023

To: Mayor Karen G. Brown and Board of Trustees

From: Richard Slingerland, Village Administrator



*Richard Slingerland*

P 914-631-1785  
F 914-909-1208  
[www.tarrytowngov.com](http://www.tarrytowngov.com)

cc: Antoinette Morales, Village Treasurer

Re: Final 2023-2024 Adopted Budget

This is to summarize the final budget document that is being submitted for adoption by the Board of Trustees on Monday, April 17, 2023. No changes were made during adoption that would affect the tax levy as discussed with the Board at the Work Session on Wednesday, April 12, 2023.

However, some changes, corrections and adjustments were made to the capital budget plan pages in order to make it more clear and transparent.

The end result of these changes for the Village of Tarrytown 2023-2024 Budget was:

- Tax Levy is \$19,482,248
- Tax Levy percentage increase was 2.88%
- Tax Levy Rate decreased to \$7.9625 per thousand dollars of value (M), a 3.85% rate decrease
- Total Assessments from the Greenburgh Town Tax Assessor are \$2,446,765,375
- Total General Fund Appropriations is \$29,657,874
- Total Water Fund Appropriations is \$6,573,243
- Total Library Fund Appropriations is \$1,894,248
- Total Sewer Fund Appropriations is \$237,970
- Grand Total All Appropriations is \$38,363,336

The Mayor, Board of Trustees, Department Heads and Staff are keeping a careful rein on Village finances, maintaining and enhancing services, while still recovering from a past gross loss of nearly \$1 million per year in revenue below pre-pandemic levels (mostly due to losses in parking and hotel tax revenues), which totaled over \$5 million. We thank the elected officials and staff for working together to achieve this consensus budget.

EXHIBIT A

TAX LEVY CAP CALCULATION – FISCAL YEAR 2023-2024

**Tax Levy Limit Before Adjustments and Exclusions**

Tax Levy FYE 5/31/2023	\$18,937,076
Tax Cap Reserve Offset from FYE 2021 Used to Reduce 2022 Levy	\$0
Total Tax Cap Reserve Amount (including interest earned) from FYE 2022	\$0
Tax Base Growth Factor	1.0229
PILOTS (Payments in lieu of taxes) receivable in FYE 5/31/2023	\$16,934
Tort Exclusion Amount Claimed in FYE 5/31/2023	\$0
Allowable tax levy growth factor	1.02% *
PILOTS receivable in FYE 5/31/2024	\$18,089
Available Carryover from FYE 5/31/2023	\$288,951
<b>Total Levy Limit Before Adjustments/Exclusions</b>	<b>\$20,046,284</b>

**Adjustments for Transfer of Local Government Functions**

Costs Incurred from Transfer of Local Government Functions	\$0
Savings Realized from Transfer of Local Government Functions	\$0
<b>Total Adjustments</b>	<b>\$0</b>
<b>Tax Levy Limit, Adjusted for Transfer of Local Government Functions</b>	<b>\$20,046,284</b>

**Exclusions**

Tax Levy Necessary for Expenditures Resulting from Tort Orders/Judgments Over 5%	\$0 **
Teacher's Retirement System Exclusion (NA)	\$0
Employees Retirement System Exclusion	\$0 ***
Police and Firefighters Retirement System	\$0
<b>Total Exclusions</b>	<b>\$0</b>

**Total Levy Limit, Adjusted for Transfers, Plus Exclusions** **\$20,046,284**

**Total Tax Cap Reserve Amount Used to Reduce FYE 2023 Levy** **\$0**

**FYE 2024 Proposed Tax Levy, Net of Reserve** **\$19,482,248**

**Difference between Tax Levy Limit and Proposed Levy (carryover to future years)** **\$564,036**

**Does the Village of Tarrytown plan to override the Tax Cap for FYE 2024?** **No**

\*The allowable tax levy growth factor can never exceed 2%; however, the growth factor can be more or less than 2% based upon the level of inflation. The tax levy cap percentage for the tentative budget, including the tax base growth factor and allowable levy growth factor, is 5.86%, but our increase is 2.88%.

\*\*Tort orders/judgments over 5% of the tax levy may be excluded from the tax levy cap calculation. We use 0.

\*\*\*Increases in the percentage of salary charged by the NYS Retirement System that exceeds 2% may be excluded from the tax levy cap calculation. We do not use this allowance.



*Adopted*

*Tentative Budget Summary FY 2023-2024*

	TOTAL	GENERAL FUND	WATER FUND	LIBRARY FUND	SEWER FUND
APPROPRIATIONS	\$38,363,336	\$29,657,874	\$6,573,243	\$1,894,248	\$237,970
ESTIMATED REVENUES (LESS REAL ESTATE TAXES)	17,786,087	9,180,626	6,573,243	1,794,248	237,970
APPROPRIATED CASH SURPLUS	1,095,000	995,000	0	100,000	0
TOTAL REVENUES AND SURPLUS	18,881,087	10,175,626	6,573,243	1,894,248	237,970
BALANCE OF APPROPRIATIONS TO BE RAISED BY TAX LEVY	19,482,248	19,482,248			

Total Taxable Property Value Assessment: \$2,446,765,375

Tax Rate Per \$1,000 of Assessed Property Value \$7.9625

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Village of Tarrytown  
 - 2023-2024  
~~Tentative Budget~~  
*Adopted*

**TAX RATE SUMMARY**

Dollar Amounts in \$1,000's

<u>General Fund</u>	<u>2014-15</u>	<u>2015-16</u>	<u>2016-17</u>	<u>2017-18</u>	<u>2018-19</u>	<u>2019-20</u>	<u>2020-21</u>	<u>2021-22</u>	<u>2022-23</u>	<u>2023-24</u>
Expenditures	22,108	22,340	23,078	23,869	25,149	26,272	26,417	26,966	27,619	29,720
Revenues	6,846	7,179	7,669	8,036	8,710	9,009	8,549	8,573	8,682	10,241
Tax Levy	15,262	15,161	15,409	15,833	16,439	17,263	17,868	18,393	18,937	19,480
Assessed Valuation	51,601	49,302	49,451	2,013,511	2,056,849	2,140,754	2,153,948	2,153,682	2,286,842	2,446,765
Tax Rate per \$1,000 of Assessed Valuation	295.77	307.51	311.59	7.8634	7.9923	8.0641	8.2954	8.5402	8.2809	7.9625
Dollar Increase	9.99	11.74	4.08	*	0.13	0.07	0.23	0.24	(0.26)	(0.32)
Percentage Increase	3.50%	3.97%	1.33%	0.50%	1.64%	0.90%	2.85%	2.89%	-3.04%	-3.86%

ALPINE SOFTWARE INC.

PO BOX 281

PITTSFORD, NY 14534

(585) 264-9080

## Software as a Service End User License Agreement

**Customer:** The Village of Tarrytown  
**Product:** RedAlert Records Management System  
**Platform:** RedNMX  
**Users:** 1 unit standalone  
**Off-Sites:** 1 mobile unit

RECEIVED  
JAN - 4 2024  
TARRYTOWN VILLAGE ADMINISTRATOR

**Effective Date:** Date of Signature by the Village of Tarrytown on the Software as a Service End User License Agreement (the "Agreement").

**Pricing:** Pricing is shown in Exhibit A

## LICENSE

Alpine Software Inc. (ALPINE) grants to the Village of Tarrytown (CUSTOMER) a nonexclusive nontransferable access to the RedAlert™ Records Management Software System (SOFTWARE). ALPINE will deliver and implement the SOFTWARE. The CUSTOMER will not acquire any ownership rights to the SOFTWARE or any SOFTWARE trademark or service mark and all rights to the SOFTWARE will remain the property of ALPINE. The CUSTOMER may not in any way transfer its right to use the SOFTWARE to others. Any backup or archive copies allowed by law shall carry the ALPINE name, the trademark, and all copyright notices, both in digital form within the medium and on a human readable label. All such notices shall be the equivalent of notice provided on the original media. ALPINE permits Client to access and use, subject to this Agreement, for the Term as specified, the object code of the ALPINE software application. The licensed SOFTWARE will be made available to the CUSTOMER during the Term of the Agreement. This Agreement does not constitute a perpetual license grant of the SOFTWARE to the CUSTOMER.

## PROTECTION

The CUSTOMER will not disclose or otherwise make the SOFTWARE or related material, the terms of this Agreement or other confidential materials or information of ALPINE available, except to its authorized personnel and to other authorized persons in confidence only for purposes related to the use of the SOFTWARE by the CUSTOMER. All members, employees and authorized personnel of CUSTOMER shall be entitled to use the SOFTWARE. The CUSTOMER will use its best efforts to prevent any unauthorized use of the SOFTWARE. The CUSTOMER may NOT reverse engineer, decompile, disassemble, rent or lease the SOFTWARE.

## WARRANTY

ALPINE warrants to the CUSTOMER that the SOFTWARE will perform the functions described in the SOFTWARE user manuals provided by ALPINE to the CUSTOMER. ALPINE does not warrant that the SOFTWARE is error free. CUSTOMER is **required** to subscribe to the Annual Service Agreement (see accompanying document). ALPINE'S obligation to remedy errors reported to ALPINE by the CUSTOMER or other Customers using the SOFTWARE is described in detail in the Annual Service Agreement. ALPINE warrants that it is the rightful owner of the software and that it has the right to license the software to CUSTOMER.

## TAX EXEMPTION CERTIFICATE

CUSTOMER will provide a State Tax Exemption certificate to ALPINE.

## ESCROW ACCOUNT

ALPINE agrees to place the source code of the SOFTWARE in an Escrow account with the CUSTOMER'S Attorney. The source code to the SOFTWARE will be made available to the CUSTOMER in the event that ALPINE ceases business operations. The CUSTOMER agrees to cover any costs associated with the Escrow Account.

## DAMAGES AND LIMITATION OF LIABILITY

ALPINE'S LIABILITY UNDER THIS AGREEMENT FOR DAMAGES, REGARDLESS OF THE FORM OF ACTION, SHALL BE LIMITED TO MONEY DAMAGES, WHICH SHALL NOT EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER FOR THE LICENSE GRANTED HEREUNDER. IN NO EVENT SHALL ALPINE BE LIABLE FOR ANY DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF LIFE, BUSINESS INTERRUPTION, LOSS OF INFORMATION, OR OTHER PECUNIARY LOSS) ARISING OUT OF THE USE OR INABILITY TO USE THIS PRODUCT, EVEN IF ALPINE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

## PATENT AND COPYRIGHT INFRINGEMENT

If any action is brought against CUSTOMER based on a claim that CUSTOMER'S use of the SOFTWARE infringes a United States Patent or Copyright or a trade secret of a third party, ALPINE will defend such action at its expense and pay the costs and damages awarded in any such action. ALPINE shall have the sole control of the defense of any such action and all negotiations for its settlement are compromised. CUSTOMER shall be obligated to notify ALPINE, in writing, of any such action.



## DATA

All fire department data in the CUSTOMER'S RedNMX System will remain the property of the CUSTOMER. This data is considered confidential. At any time, the CUSTOMER can request a copy of their data. If the CUSTOMER decides not to continue their relationship with ALPINE, the CUSTOMER still owns the data and ALPINE will provide a copy of it.

## 3RD PARTY DATA

The SOFTWARE may contain data originally produced and compiled by the U.S. Department of Transportation and/or other U.S. government agencies. ALPINE MAKES NO WARRANTIES CONCERNING AND SHALL NOT BE LIABLE FOR ANY ERROR OR OMISSIONS ON THE PART OF U.S. GOVERNMENT EMPLOYEES OR AGENTS WITH RESPECT TO SUCH DATA.

## TERM & TERMINATION

ALPINE may suspend performance and may terminate this Agreement and the license granted if the CUSTOMER fails to make payment of the license fee when due or if the CUSTOMER breaches its other obligations hereunder. The CUSTOMER may terminate this Agreement if ALPINE breaches its obligations hereunder. Upon termination of this Agreement, ALPINE may require the CUSTOMER to cease using the SOFTWARE and to promptly deliver the SOFTWARE and related material to ALPINE. Termination of this Agreement will not relieve the CUSTOMER from complying with the restrictions contained herein.

The Initial Term of this Agreement is for five (5) years from the Effective Date. The Agreement will automatically renew for another five (5) year Term (the "Renewal Term" and together, with the Initial Term, the "Term") unless notice is provided by ALPINE or CUSTOMER sixty (60) days in advance of the Initial Term. Annual subscription price will increase each year during the Term of the Agreement by five percent (5%).

## PAYMENT TERMS

All fees charged to the CUSTOMER will be paid in U.S. dollars. Payment for the first year of the Initial Term (the "Year One Payment") is due thirty (30) days after the Effective Date. Payment for subsequent years during the Initial Term and Renewal Term are due on the annual anniversary of the Year One Payment. For the avoidance of doubt, if the Effective Date is November 30<sup>th</sup>, 2023 the Year One Payment is due on December 30, 2023. Payment for the second year of the Term would be due on December 30, 2024.

## PRODUCT SUBJECT TO LICENSE

The Village of Tarrytown (CUSTOMER) has acquired a nonexclusive nontransferable license for the use of the RedAlert™ Records Management Software System (SOFTWARE).

## MAINTENANCE SERVICES AND SUPPORT

ALPINE will remedy errors reported to ALPINE by the CUSTOMER or other Customers using the SOFTWARE. ALPINE will receive determined errors in writing from the CUSTOMER and will provide solutions that address the correction of program errors and malfunctions of the SOFTWARE. Maintenance services do not include standard operating supplies, tapes, paper forms, cables, etc. Client must provide its own computer supplies required for normal operations. Maintenance services do not include access to new programs or additional modules not described as included in Exhibit A, but does include updates, upgrades and enhancements only to the SOFTWARE for the applicable subscribed to modules. Maintenance services do not include design or changes of forms or reports, custom modules, custom reports, or custom programs, custom modifications to the SOFTWARE, modifications to the SOFTWARE based solely upon Client preference, data conversion, and similar functions. Support of problems unrelated to the SOFTWARE is not covered under this Exhibit. Unrelated problems include, but are not limited to, all Client hardware problems, all Client network problems, problems with Client third-party vendors, programs, and applications, problems with Client operating systems, problems with Client network operating system and system integration, and Client environmental problems, such as heat, radiation and power surges. Client is responsible for all future hardware replacement and maintenance costs. Client is responsible for restricting access and securing all hardware where the SOFTWARE is installed.

The following two (2) officers of the CUSTOMER can call ALPINE for customer support:

1. \_\_\_\_\_
2. \_\_\_\_\_

Please notify ALPINE in writing if you need to change the officers.

### **IMPLEMENTATION**

Standard ALPINE implementation ranges from 3 to 6 months (12 to 24 weeks) given weekly meetings are attended and required setup and training is completed per the Implementation & Training Plan. Your Implementation Specialist will work with you to prioritize the order in which the ALPINE modules are implemented.

Once you are live with all products, your Implementation will shift to an Optimization phase, where you refine setup, use, and introduce more advanced features while using the system. At the end of 6 months, the goal is to have all modules implemented and live. If all modules are not live after 6 months and additional 1:1 training and/or onsite time is needed, there will be additional training and implementation costs. After implementation, you will be transitioned to our Application Support team as a critical resource for self-service. Exceptions will be made for implementation items that have been on hold because of a work queue (i.e., interfaces, imports, exports, etc.).

For a successful implementation, CUSTOMER team members should be prepared to dedicate 2-4 hours per week to complete setup, training, and practice. All assignments made by your Implementation Specialist, utilizing these resources is required for completion of your Implementation & Training Plan .

Cancellations or changes to scheduled Implementation meetings should be communicated 24 hours prior to the meeting time by the changing party, ALPINE or CUSTOMER. If 24-hour notice is not possible, the cancellation should be communicated as soon as possible. If Client has not completed the required homework for the week, ALPINE reserves the right to cancel a meeting with less than 24-hour notice.

ALPINE is 100% dedicated to ensuring your Implementation is smooth and efficient. Each Implementation phase is a part of the foundation needed for a successful Implementation. Proper planning, participation, and good communication with the ALPINE Team will make your Implementation a success. Both parties commit to weekly meetings and corresponding assignments to facilitate successful implementation.

Any Implementation or training associated with the purchased SOFTWARE would need to occur on Monday – Friday between 8:30 AM and 4:30 PM

### **UPGRADES**

ALPINE will distribute any upgrades of the SOFTWARE to the CUSTOMER for the Term of this Agreement. Upgrades include product enhancements and modifications. Upgrades do not include new modules developed by ALPINE. Upgrades do not include customized changes to the SOFTWARE. Programs fixes to the SOFTWARE will be available through Internet download to CUSTOMER within two to four weeks after they are discovered.

### **TERMS**

Maintenance and Support services associated with the licensed SOFTWARE is coterminous with the Term of the Agreement. ALPINE must adhere to the following terms and conditions:

Standard Issue Support: Standard support is available Monday through Friday, 8am-5:30pm. Most standard issues can be resolved at the time of the call unless a Developer needs to get involved to look at it more in depth. Alpine will remotely connect to resolve the problem. If remote connection is not available, then other arrangements will have to be made.

*Note: Alpine has staff scheduled to cover support after hours, weekends and holidays. We are constantly monitoring any support calls that come in and responding as needed.*

### TERMINATION

ALPINE may suspend performance and may terminate Maintenance and Support services associated with this Agreement if the CUSTOMER fails to make payment of the service fee when due or if the CUSTOMER breaches its other obligations hereunder. The CUSTOMER may terminate this service Agreement if ALPINE breaches its obligations hereunder.

**Alpine Software Corporation Inc.**

**Village of Tarrytown**

By \_\_\_\_\_  
Jack Lally  
Printed Name

By \_\_\_\_\_  
\_\_\_\_\_  
Printed Name

its CEO

its \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

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**Exhibit A – Licensed SOFTWARE and Associated Pricing**

The pricing shown below covers the license, support, and maintenance of the SOFTWARE as described herein.

<u>Module</u>	<u>Annual Recurring Fee</u>
Base RedNMX System	\$ 1,499
<b>Subtotal - Platform Fee</b>	<b>\$ 1,499</b>
 <b><u>Additional Modules</u></b>	
Kiosk System Subscription (5)- \$995 each <i>includes finger reader</i>	\$ 4,975
NFIRS 5.0 Subscription	\$ 199
Document Imaging System	\$ 199
LOSAP Subscription	\$ 199
Inventory Subscription	\$ 199
Security Subscription	\$ 199
Personnel Subscription	\$ 199
Non-Incidents Subscription	\$ 199
CAD Interface	\$ 1,999
AVL Subscription	\$ 3,999
Responder App	\$ 1,299
<b>Subtotal - Non-Essential Bolt On</b>	<b>\$ 13,665</b>
<b>Total - RedNMX Basic Suite</b>	<b>\$15,164</b>

Annual subscription pricing will increase each year during the Term of this Agreement by five percent (5%). Any subsequent purchases made by CUSTOMER after the Effective Date will be governed by the Agreement. Additional purchases made by CUSTOMER after the Effective Date will be coterminous with the then-current Term of the Agreement.

## **Exhibit B – Data Conversion, Reporting, and Customization**

### **Data Conversion Checklist**

We are confident that we can convert most of your non-custom data to Alpine RedNMX given our experience with these types of conversions. Custom data conversions not listed below may be accommodated at an additional cost, however, Alpine is not required to fulfill any data conversions that are not listed below.

### **Custom Reports**

Alpine RedNMX comes with over 400 reports that have been built based on our 35-year history of working with all types of departments. However, every department is different, and you may need help building a custom report. This Agreement includes up to three custom reports that can be built during the implementation.

### **Module Customization**

Alpine's RedNMX Software is adaptable to many types of workflows. Alpine can accommodate customization requests to ensure our software meets your needs, however, we require customization requests to be included in the initial scope to price effectively. Customization requests can be added by module below. Conversations with your Alpine sales representative will inform this list. These customizations should be added prior to contract signature. Any customization not on this list may be accommodated at an additional cost, however, Alpine is not required to fulfill any customization requests not included in this Agreement.

- LOSAP Report



# Economy Comp Plan - Implementation Section

Goal / Policy	#	Action	Action Type
<b>1. Leverage land use and development to promote sustainable growth</b>			
a. Enable equitable and transit-oriented growth	1.a.i	Amend zoning for the Station Area to facilitate resilient, mixed-use neighborhood development and waterfront access in alignment with the other goals identified in this comprehensive plan. Zoning should ensure public access and year-round amenities on the waterfront, strategies to reduce congestion over the H-bridge, enable pedestrian access to the waterfront and to downtown, and adapt to a changing climate.	Policy
<b>2. Nurture an attractive and resilient business environment</b>			
a. Support a vibrant village center and its merchants	2.a.i	Create a new business roadmap: develop clear, online guidance and resources on requirements and permitting process for applicants seeking to open a business in the village	Organization
	2.a.ii	Launch initiative to empower and promote downtown merchants: support the creation of a downtown Business Improvement District; work with hotels to make information on local merchants accessible to visitors; and expand BOT / Chamber / merchants collaboration to advance streetscape improvement efforts in the district	Organization
b. Promote dynamic office districts to attract and retain businesses	2.b.i	Amend village code and commercial districts zoning to enable a wider range of business types, scales and adapt to changes in the market, encourage residents to work locally; e.g. for discussion 1. Route 119 corridor (OB, MU, NS) with a focus on enabling mixed-use job centers: analyze the existing range of permitted accessory uses, e.g. childcare, food/beverage, nighttime uses. Study how zoning amendment could improve upon the process that the BOT already uses to consider and allow accessory uses. 2. Restricted Retail (RR): evaluate the opportunity to support greater density utilizing increased height limitations for dwelling space above business uses, especially along N Broadway. Permit incubator spaces and pop-up uses, including temporary use of vacant storefronts; study and amend the range of permitted uses; study incentives to reduce long-term storefront vacancies	Policy
	2.b.ii	Study and identify local implications for regional employment trends; attract businesses that align with residents' skills; enable technology sector growth 1. Promote village as a location for tech startups; promote local entrepreneurs; provide platform to support community growth 2. Support implementation of Town of Greenburgh Generation Gigaspeed project to expand availability of high speed internet throughout	Organization
<b>3. Develop resources and infrastructure for tourism</b>			
a. Promote the village as a destination and regional hub	3.a.i	Create a tourism management body to oversee and coordinate the below initiatives in collaboration with local municipalities and County 1. Promote amenities and institutions, connect to regional tourist draws through targeted advertising 2. Create a physical location for visitor information 3. See 12.b.ii.: Redesign tarrytowngov.com; create a new, consolidated web / mobile platform to provide current information and highlight local offerings for visitors, including events, arts & culture, dining, entertainment, recreation, trails, etc. 4. See 7.a.i.: Introduce a wayfinding program to connect key destinations	Policy / Organization / Capital
<b>4. Ensure fiscal health and sustainability</b>			
a. Expand village revenues	4.a.i	Create a comprehensive strategy and roadmap for expanding Village revenues and reducing the tax burden on residents 1. Identify opportunities for generating additional revenues; evaluate their costs and benefits both initially and longer-term 2. Study and identify opportunities for operational efficiencies 3. Seek out partnerships and resources to advance Village efforts – grants, donations, resources, etc.	Organization
	4.a.ii	Establish a Community Preservation Fund, funded by property transfer tax revenues, to support designated Village projects / objectives related to the Comprehensive Plan; work with the Town of Greenburgh as needed	Funding Intergovernmental
b. Advance inter-municipal coordination and collaboration	4.b.i	Continue to prepare CFA and other grant / funding applications to facilitate initiatives outlined in this plan	Funding

# Mobility

Goal / Policy	#	Action	Action Type
<b>5. Improve local mobility and regional access</b>			
a. Invest in safe, accessible, people-friendly infrastructure to facilitate mode shift	5.a.i	Deploy Complete Streets principles on key thoroughfares throughout the village, with Routes 9 & 119 as priority active transportation corridors. Identify additional priority routes village-wide. Complete streets implementation may include: 1. identify and remove barriers to accessibility in public spaces, at street crossings, and on sidewalks; 2. identify and install pedestrian improvements, e.g. new or widened sidewalks where needed; additional crossings along Rt. 9 to shorten distances; traffic calming measures where needed 3. allocate space for bicycles where appropriate (e.g. sharrows, lanes, paths); prioritize bike lanes along roads that connect to county trailways to create a connected network of routes (riverfront, Rt. 119, Rt. 9, Main St, Washington St north of Franklin St as an alternate route) 4. create design standards to give sidewalks priority over driveways.	Capital
	5.a.ii	Introduce bicycle infrastructure at key locations: install bike racks at MNR Station, Village Hall, downtown, recreational destinations; require bike racks in new developments	Capital
	5.a.iii	Work with Sleepy Hollow to mitigate traffic impacts of Edge on Hudson; design and construct a covered MNR Connector Pathway with bike route along service pathway parallel to H-Bridge, to Green Street and MNR Station	Capital Intergovernmental
b. Improve regional transit access and connections	5.b.i	MNR multi-modal hub improvements: redesign MNR Station drop-off area to improve circulation; advocate for an efficient and accessible transit node at the Station, to improve connections between modes; advocate for the Station to remain open for extended hours	Capital
	5.b.ii	Advocate for regional Agencies (e.g. Westchester and Rockland Counties, MTA, NYS DOT) to expand and align service with local needs (e.g. expand weekend and event related bus service, expand partnerships for discount programs to promote transit use)	Intergovernmental
<b>6. Reduce dependence on personal vehicles</b>			
a. Leverage technology to facilitate shared mobility and reduce congestion	6.a.i	Study and implement a new local transit system to connect the Station Area to various village and nearby destinations to support commuters, enable local trips without personal vehicle, support tourists, etc.	Funding
b. Align parking supply with land use and mobility goals	6.b.i	Amend zoning to reduce off-street parking requirements: simplify the zoning text; reduce requirements and/or include shared parking in areas served by transit; reduce requirements to align with peer municipalities	Policy
	6.b.ii	Undertake a comprehensive parking study to better understand supply, demand, revenue opportunities and implications, and projected evolution over time, with a focus on the Station area and downtown, recreational destinations (parks & lakes), Bridge Plaza. 1. Consolidate parking in the station area east of the tracks to reduce congestion on the H-bridge 2. Understand relative supply, demand, and pricing of parking based on location (station area; downtown) in order to make better use of existing facilities 3. Eliminate individual parking meters; expand consolidated (pay and display) or app-based payment systems 4. Reevaluate commuter and metered parking as a revenue opportunity; expand metered hours; increase prices for resident and non-resident commuter parking permits; study implications of eliminating non-resident parking permits	Policy
<b>7. Facilitate access and discovery</b>			
a. Improve wayfinding and navigation for residents, workers, and visitors	7.a.i	Design and implement a coordinated signage and wayfinding program 1. Consolidate and coordinate signage for roads, parks, etc. 2. Introduce a wayfinding program that connects an app-based platform for mobile navigation with signs integrated strategically at key village sites (Station Area, downtown, Tarrytown Lakes trails, and around major tourist destinations)	Capital



# Built Environment

Goal / Policy	#	Action	Action Type
<b>8. Connect all parts of the village</b>			
a. Improve access between neighborhoods	8.a.i	Study and implement capital projects to improve the east / west connection across the tracks, e.g. rehabilitate and reopen the pedestrian tunnel under the MNR tracks, work with MNR to build a new pedestrian bridge, or other TBD	Capital Improvements
	8.a.ii	Study and implement streetscape improvements to enhance pedestrian connections between neighborhoods 1. Develop streetscape design guidelines: design of sidewalks and sidewalk continuity, pedestrian crossings, inclusion of street trees and street furniture, removal of redundant signage, install appropriate street lighting, consolidate parking meters into stations 2. What about sidewalks, sidewalk continuity, pedestrian crossings/crosswalks, etc? 3. Implement improvements between from the Station Area to Main Street 4. Implement improvements along Cortlandt Street, including street trees, plantings, and green infrastructure	Capital
<b>9. Preserve and enhance historical resources and institutions</b>			
a. Facilitate the preservation of historical structures and resources	9.a.i	Create a consolidated list of all historical assets not yet designated or protected by the Village or State, for review and consideration 1. Introduce new historical district designation for the south end 2. Decision regarding the ice house at Gracemere	Policy
	9.a.ii	Seek grant funding to restore and adapt historical assets for present use 1. Seek funds to convert the Eastview Pump Station into a public amenity	Funding
<b>10. Ensure housing stock supports a diverse and multi-generational community</b>			
a. Preserve existing affordable housing	10.a.i	Work with Asbury Terrace to preserve its affordability	Organization
	10.a.ii	Identify and preserve other at-risk affordable housing	Organization
b. Facilitate the creation of alternative and affordable housing types	10.b.i	Study and recommend amendments to Village code to encourage the development of affordable housing; require on-site affordable for new developments of 8 or more units	Policy
	10.b.ii	Undertake a comprehensive study to identify strategies to increase the range of housing prices and affordability for residents, both existing stock and future developments 1. Identify sites for mixed-age co-housing: affordable senior housing mixed with other demographics and uses; e.g. downtown, Broadway / Rt. 119 2. Regulations to facilitate short-term rental services without taking rental units out of the marketplace 3. Amend single-family zoning to permit accessory, establish guidelines and permitting process 4. Amend multi-family zoning to facilitate emerging housing models, for example: micro-units, cooperative living, and mixed-age co-housing arrangements 5. Create floating zones for affordable or senior housing 6. Amend definitions to support new models of housing, including "Multi-family" 7. Other factors to be determined	Policy
<b>11. Ensure sustainability of infrastructure</b>			
a. Maintain reliable, safe, and effective power, communication, water, and sanitary systems	11.a.i	Complete a village-wide audit of current infrastructure status; identify and prioritize upgrades needed 1. Upgrade phone lines and data infrastructure 2. Undertake infrastructure improvements to increase water pressure at the Crest 3. Identify areas with leaky pipes – for repair	Capital

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# Community, Culture, & Education

Goal / Policy	#	Action	Action Type
<b>12. Maintain a village identity</b>			
a. Strengthen a sense of community and place, both physical and virtual	12.a.i	Install signage and historical markers as part of any wayfinding program: at village gateways (Tarrytown Lakes, entry via the MCB and Shared Use Path); at historical sites to inspire dialogue with historical past	Capital
b. Improve communication and expand access to information and technology	12.b.i	Implement free public Wi-Fi in the Station Area	Capital
	12.b.ii	Develop an online village presence and communication strategy through the design and launch of a new village website, including web / mobile integration, improved transparency for village initiatives and operations, visitor information, alert / notification system	Organization
<b>13. Grow a local culture of diversity and representation</b>			
a. Facilitate open communication with and between village boards and committees	13.a.i	Develop an accessible communication system for the entire village 1. Share community news and alerts 2. Provide updates on village operations, all boards and committees' agendas and minutes 3. Accessible for computer / mobile and non-connected residents	Organization
	13.a.ii	Institute a quarterly symposium program to bring boards and residents together around specific topics	Organization
b. Expand citizen access to and participation in local governance	13.b.i	Develop and maintain a pool of candidates for boards and committees; provide information on how to get involved	Organization
<b>14. Support community resources and institutions</b>			
a. Promote and connect social services programs and resources	14.a.i	Disseminate information on local services and programs	Organization
	14.a.ii	Expand support network for the elder population 1. Create cooperative / independent senior housing 2. Work with the high schools to create programs that connect students' community service to senior needs; 3. Ensure village communications are accessible to seniors	Organization
b. Expand access to fresh foods, open space and recreation	14.b.i	Improve access to exercise and fitness activities by installing outdoor equipment in selected parks	Capital
	14.b.ii	Promote fresh foods and healthy eating: advertise the local network of food assistance programs, including TaSH, Community Food Pantry of SH & T, and emergency food pantries at churches and community centers	Organization
<b>15. Foster access to the arts, culture, and education</b>			
a. Support and encourage collaboration with cultural and historical institutions	15.a.i	Establish public art program and rotate local public art at Village Hall and parks	Organization
b. Support learning at all stages of life; connect job seekers to training opportunities	15.b.i	Support technology training to connect job seekers to training opportunities, including STEM training	Organization

# Natural Environment & Open Space

Goal / Policy	#	Action	Action Type
<b>16. Protect natural resources: land, water, and biodiversity</b>			
a. Protect, restore, and manage land and habitats: Critical Environmental Areas, wild landscapes, existing tree canopy, and forests	16.a.i	Establish committee oversight and authority to develop policies to promote functional and native plant species, habitat creation and biodiversity, and guidelines for the removal of non-functional invasive species; develop an inventory of invasive species; and educate residents about natural resources	Policy
	16.a.ii	Review and revise village policies around tree canopy and natural habitat protection, for example: 1. Prohibit clear cutting 2. Simplify the permitting process for new trees 3. Institute two-to-one replacement of trees 4. Plans for new developments should demonstrate efforts to protect habitat	Policy
	16.a.iii	Expand the role of the Tree Commission to include educational initiatives, e.g.: develop and disseminate educational materials on the value and care of trees; develop a species list and other resources for contractors and residents	Organization Policy
b. Protect groundwater aquifers, water bodies, wetlands, floodplains, and the Hudson River	16.b.i	Continue to manage nutrient loading in the Tarrytown Lakes area and advance restoration efforts	Organization
	16.b.ii	Seek Green Zone certification for village-owned parklands – require quiet, emissions-free routine maintenance, using electric equipment and manual techniques	Organization
<b>17. Connect and enhance open space and recreational resources</b>			
a. Preserve and expand the diversity of open spaces	17.a.i	Inventory, analysis, communication, and ongoing management of current open space assets: provide current information and map through village website; evaluate equity of public space distribution; identify opportunities to expand the range of open space use types based on needs (e.g. passive, active, age, pets)	Organization
	17.a.ii	Create educational "wilderness trail" in open space adjacent to Taxter Ridge	Capital
b. Promote, maintain and ensure access to current assets	17.b.i	Continue to work with County and NYS agencies to design, fund, and construct a RiverWalk connection from Losee Park to the path south of the MCB	Intergovernmental
	17.b.ii	Study and identify opportunities to expand safe access and continuity of the trails network (Tarrytown Lakes, RiverWalk, Old Croton Aqueduct, North and South County Trailway) and connections to Village Parks (Gracemere to Taxter Ridge) – e.g. identify private parcels whose purchase would facilitate access or provide linkages; pursue creation of easements	Capital
	17.b.iii	Prioritize maintenance; identify strategies to increase funding for parks and open space facilities	Organization
	17.b.iv	Create and install signage for all facilities and assets	Capital
<b>18. Strengthen connections to the Hudson River</b>			
a. Expand and prioritize opportunities for water-based recreation and access	18.a.i	Adopt the LWRP	Policy
	18.a.ii	Create storage facilities at the Losee Park kayak launch	Capital
	18.a.iii	Seek funding / grant support periodic dredging of marina facilities	Funding
	18.a.iv	Amend zoning text to require continuous public access along the waterfront	Policy

# Sustainability & Resiliency

Goal / Policy	#	Action	Action Type
<b>19. Reduce local waste generation and address sources of pollution</b>			
a. Expand participation in recycling, reuse, and compost programs	19.a.i	Implement strategies to improve resident and business participation in programs 1. Institute public education program and develop resources to teach residents & businesses about strategies to reduce waste generation, practice onsite compost (within backyards) increase water conservation, introduce domestic greywater reuse, and expand 2. Establish village-wide compost program and drop-off location 3. Introduce community mulching facilities	Organization
b. Reduce and control sources of pollution (airborne, light, noise, runoff)	19.b.i	Amend code to restrict airborne pollution 1. Tighten leaf blowing restrictions; make fines more punitive 2. Enact and enforce a local ban on vehicle idling	Policy
	19.b.ii	Reduce light pollution from street lights and signage 1. Study and identify sources of light pollution within village 2. Develop a plan to implement low-energy consumption, dark sky lighting strategies 3. Develop a pilot for smart street lights and assess viability for village-wide implementation 4. Amend code to restrict hours of illuminated signage operation	Policy
	19.iii	Study and identify strategies to reduce runoff and pollution 1. Disseminate resources on material selection for property owners 2. Identify opportunities for removing impervious surfaces 3. Amend code to require green infrastructure as part of any new development	Organization Policy
<b>20. Reduce greenhouse gas (GHG) emissions and resource consumption</b>			
a. Improve energy conservation; reduce emissions and resource consumption	20.a.i	Appoint a Climate Smart Community Coordinator and establish a Climate Action Plan for Village operations and actions; adopt targets and milestones for emissions reductions in both public and private sectors, comparable to NYS goals of 80% reduction by 2050 1. Apply to become a NYSERDA Clean Energy Community 2. Pursue higher levels of NYS Climate Smart Community certification	Organization Intergovernmental
	20.a.ii	Analyze and monitor energy consumption and greenhouse gas emissions 1. Assess baseline energy use and waste 2. Identify areas of high consumption with village-wide infrared building audit 3. Work with utilities to provide residential energy audits 4. Initiate update to 2009 GHG emissions study	Organization
	20.a.iii	Assess and incentivize local changes to improve energy use in buildings: 1. Conduct a study of current building codes 2. Create a local green building code; require deeper energy conservation for new construction / substantial reconstruction 3. Expand building permit review process to include both plans and specifications 4. Provide one-time tax credit for passive house conversion	Organization Policy
	20.a.iv	Compile & disseminate resources: 1. NYS / County resources that describe sources of emissions 2. Guidance on green building retrofits and clean energy conversions 3. Guidance on financing retrofits for existing buildings, e.g. PACE financing	Organization
	20.a.v	Develop guidelines and standards for climate mitigation in Village procurement, operations, and maintenance, including: emissions-free fleet, green maintenance, green building upgrades	Policy
	20.a.vi	Facilitate the shift toward electric mobility 1. Pilot electric vehicle charging at municipal lots 2. Assess feasibility of implementing on-street EV charging infrastructure in the downtown 3. Introduce public education campaign 4. Study electric bicycle bikeshare	Policy Capital Funding
b. Expand local renewable energy generation	20.b.i	Work with Solarize Westchester to initiate further rounds of photovoltaic installations	Organization
	20.b.ii	Study effectiveness of wind power systems throughout the village and feasibility to install at Village facilities	Capital

# Sustainability & Resiliency — continued

21. Minimize local impacts of climate change			
a. Improve preparedness for extreme weather events	21.a.i	Develop Village emergency preparedness plans including: 1. Study and identify vulnerability in local population (e.g. age, social isolation, linguistic isolation, health challenges, other) 2. Continue to collaborate with County on hazard mitigation planning 3. See 12.b.iii.: Create an emergency alert system to broadcast critical information to residents – in tandem with or as an add-on to a village communication system	Organization Intergovernmental
	21.a.ii	Pursue grants and funding for micro-grid implementation, to improve the resiliency of the power supply	Funding
b. Facilitate adaptation in the built and natural environment	21.b.i	Study and identify opportunities to advance adaptation to climate change 1. Disseminate State and County resources to educate residents about projected impacts of climate change and low-impact opportunities for landscape adaptation 2. Amend zoning text to facilitate climate change adaptation: link height limits to flood elevations in the flood zone and incorporate sea level rise, review lot coverage requirements, and planting for drought resiliency	Organization Policy
	21.b.ii	Identify opportunities to retrofit and adapt public facilities and open spaces, e.g. install cool roofs, landscape restoration projects with native plants, removal of paved surfaces plus the introduction of vegetation and shade trees	Capital
	21.b.iii	Develop guidelines and standards for adaptation in Village procurement and capital projects 1. Evaluate and incorporate adaptation into procurement, infrastructure planning and upgrades 2. Incorporating adaptation into public and open space projects and upgrades, e.g. plant and material selections	Organization Policy



**Task 1: Develop Framework for an Organics and Food Scrap Waste Management Program**

- Develop a Geographic Information System (GIS) Model that delineates the existing landscape of waste management services, with a specific focus on organics and food scraps, across all involved municipalities. This will include an evaluation of current waste generation patterns, collection routes, and operational logistics including fleet and facility management. (note that none of the Villages currently pick food waste up curbside. Some of the 7 municipalities collect yard waste (in leaf bags) which are the only organics with curb-side pickup.)
- Execute Targeted Stakeholder virtual focus group meetings to interview essential personnel at both the county and municipal levels involved in waste management. These consultations aim to provide nuanced understanding of existing operations and logistical capacities that could inform the new organics and food scraps program.
- Conduct a Regulatory and Policy Assessment specific to New York State and Westchester County's organics and food scraps management guidelines. The goal of this audit is to identify both enabling factors and regulatory hurdles that could influence the successful execution of a food scrap and organic waste management program.

**Estimated Budget: \$15,000 Lump Sum**

**Task 2: Study Operational Strategies for Food Scrap Pickup and Processing within the Solid Waste Organics System**

- Conduct a Focused Review of Best Practices, specifically investigating New York State and regional efforts that have excelled in food scrap pickup and processing within their Solid Waste Organics Management programs.
- Explore Various Food Scrap Management Systems: Investigate the different technological and logistical systems utilized in the pickup and processing of food scraps. This includes reviewing automated sorting systems, in-vessel composting, anaerobic digestion facilities, and the feasibility of transitioning to an electric vehicle fleet for more sustainable operations.
- Identify and Evaluate Innovative Approaches: For instance, Tompkins County, New York, Tacoma Park, Maryland, and Portland, Oregon have successfully implemented a food scrap collection program that has significantly reduced landfill waste. By studying such proven models, we aim to identify strategies specific to food scrap pickup and processing that are both effective and adaptable to our initiative

**Estimated Budget: \$10,000 Lump Sum**

**Task 3: Food Scrap Organics Solid Waste Management Feasibility and Conceptual Framework Plan**

- Assess Routing and Logistics: Apply GIS technology to model the most efficient pickup and drop-off routes specifically for food scrap collection, evaluating the logistical feasibility within existing or potential waste carting systems.
- Evaluate Fleet and Equipment Needs: Based on projected volumes of food scrap generation and route efficiency analyses, identify the types and numbers of vehicles, as well as equipment specifications, necessary for an effective food scrap pickup and processing program.
- Identify Suitable Operational Sites: Utilize GIS-based spatial analysis to identify potential locations ideal for the siting of food scrap processing and management facilities, taking into consideration accessibility, land-use restrictions, and logistical constraints. Determine whether the pickup vehicles can transport food scraps directly to an out-of-village composting/processing facility (we believe there is one in Yorktown, and perhaps another in the Village of Cortlandt) so that scraps do not have to be processed in any of the 7 villages.

- Provide a Feasibility Study Report outlining Food Scrap Pickup and Processing and Organics Solid Waste Management Framework Plan. This analysis will be conducted at a high level, outlining opportunities and strategies for identifying funding sources for moving forward with a more in-depth plan that can lead to implementation.

**Estimated Budget: \$25,000 Lump Sum**

**Project Timeline:**

Based on the amount of budget and tasks ahead, it is estimated that this type of work would take roughly six (6) months to complete. Task 1 will take three months to complete, mainly dependent on how the villages help the consultants coordinate focus groups and meetings. In the meantime Task 2 will take 3 months and be conducted at the same time as Task 1 and Task 3. Finally, Task 3 will take three months to complete and will overlap with the last month of Task 2.

Note – Each participating Village would be committing to a match of up to \$10,000 for the project, if all 7 Villages participate.



Mayor  
NANCY KABOOLIAN

Trustees  
STEVE EDELSTEIN, Deputy Mayor  
ANDY DIJUSTO  
SHEILA NARAYANAN  
BARRY MCGOEY

Village of Ardsley



507 Ashford Avenue  
Ardsley, NY 10502  
(914) 693-1550  
Fax: (914) 693-3706  
www.ardslevillage.com

Village Manager  
JOSEPH L. CERRETANI

Village Treasurer  
LESLIE TILLOTSON

Village Clerk  
ANN MARIE ROCCO

**RESOLUTION COMMITTING FUNDING TO RIVER TOWNS  
FEASIBILITY STUDY OF FOOD SCRAPS CURBSIDE  
COLLECTION**

Trustee DiJusto moved and it was seconded by Trustee McGoey

**RESOLUTION COMMITTING FUNDING TO RIVER TOWNS  
FEASIBILITY STUDY OF FOOD SCRAPS CURBSIDE COLLECTION**

**WHEREAS**, the Village supports a planning study of a joint program of curbside collection of food scraps for composting. The study will assess the feasibility of a collaborative initiative including the Villages of Ardsley, Elmsford, Dobbs Ferry, Hastings, Irvington, Sleepy Hollow and Tarrytown; and

**WHEREAS**, the Hudson River Valley Greenway Planning Grant Program has been identified as a funding source appropriate for the study, which is estimated to cost \$95,000.

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Trustees of the Village of Ardsley supports the project and application to the Hudson River Valley Greenway and, upon approval of said request, commits to provide up to \$10,000 for the project.

Carried by the following votes: 5-0-0

**Ayes:** Mayor Kaboolian, Trustee DiJusto, Trustee Edelstein, Trustee Narayanan and Trustee McGoey

**Nays:** None

**Abstained:**

*I CERTIFY THAT THE ABOVE RESOLUTION IS A TRUE COPY OF A RESOLUTION ADOPTED BY THE BOARD OF TRUSTEES OF THE VILLAGE OF ARDSLEY AT ITS REGULAR MEETING HELD ON JANUARY 2, 2024.*

Dated: January 3, 2024

*Ann Marie Rocco*  
Ann Marie Rocco, Village Clerk



Memo

To: The Board of Trustees  
From: Village Administrator Richard Slingerland  
Date: January 5, 2024  
Re: RPTL 466-d relative to tax exemptions for Volunteer Ambulance Workers & Firefighters

I reached out to the Town Assessor to ask about how to enact the local option on up to 10% property tax exemptions for Emergency Volunteers (Ambulance and VFFs). Another question is whether we would allow it for a surviving spouse – The Assessor needs to know what the will of the Board is, and whether it would be allowed for a surviving spouse for a line-of-duty death. Based on our prior discussions, I think the Board would be fine with the surviving spouse receiving the benefit regardless of whether the death was line or duty or not.

Attached is information posted on a State website and resource for Assessors on this. Note that the new law requires municipal decision by 2025.

This relates to RPTL 466-d, which will be replaced and covered in the future by 466-a, as noted below

[https://www.tax.ny.gov/research/property/assess/manuals/vol4/pt1/sec4\\_01/sec466\\_a.htm](https://www.tax.ny.gov/research/property/assess/manuals/vol4/pt1/sec4_01/sec466_a.htm)

Key to this is the following note on that states municipal action is required as follows:

**Note:** On December 9, 2025, all of these exemption statutes will be repealed. Any taxing jurisdiction offering one of these exemptions must adopt a local law, ordinance or resolution no later than December 9, 2025, to conform to the new statewide exemption statute—RPTL section 466-a as enacted by Chapter 670 of the Laws of 2022.

Town Assessor Edye McCarthy let me know that she needs a decision from the 6 Villages soon, since the Town is having a Board Meeting on this now.



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## Assessor Manuals, Exemption Administration: RPTL Section 466-a, 466-b, 466-c, 466-d, 466-e, 466-f, 466-g, 466-h, 466-i, 466-j, 466-k



On December 9, 2025, all of these exemption statutes will be repealed. Any taxing jurisdiction offering one of these exemptions must adopt a local law, ordinance or resolution no later than December 9, 2025 to conform to the new statewide exemption statute—RPTL section 466-a as enacted by Chapter 670 of the Laws of 2022.

### Exemption Administration Manual—Part 1: Residential—Other than multiple dwellings

#### Section 4.01—RPTL Section 466-a, 466-b, 466-c, 466-d, 466-e, 466-f, 466-g, 466-h, 466-i, 466-j, 466-k: Volunteer Firefighters and Ambulance Workers in Certain Counties

##### Exemption codes

Section	Code
466-c (Nassau County)	4164 _
466-c (Suffolk County)	4164 _
466-d (Westchester County)	4164 _
466-f (Montgomery County)	4164 _
466-j (Clinton County)	4164 _
466-k (Monroe County)	4164 _
466-a (Rockland and Steuben Counties)	4166 _
466-b (Chautauqua and Oswego Counties)	4167 _
466-c (Cattaraugus County)	4168 _
466-c (Dutchess County)	4168 _
466-c (Erie County)	4168 _

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## Summary:

If allowed by local option, the primary residence owned by an enrolled member of an incorporated volunteer fire company, fire department, or ambulance service is partially exempt from general municipal taxes and special ad valorem levies so long as the property owner has been such a member for at least five years (two years in Monroe County). At further local option, the exemption may be granted for the life of an enrolled member who has accrued at least 20 years of active service. Local option to exempt school districts is allowed in all counties eligible for this exemption except in Cattaraugus, Chautauqua, Dutchess, Erie, Niagara, Oneida, Oswego, Rockland, Saratoga, Steuben and Wyoming counties. Local option to extend the exemption to the unremarried spouse of a deceased member of a volunteer fire company or ambulance company having at least 20 years of active service is allowed in all counties eligible for this exemption except in Albany, Clinton, Monroe and Ulster counties, and an additional local option to extend the exemption to the unremarried spouse of a member of a volunteer fire company or volunteer ambulance service killed in the line of duty is allowed in all counties eligible for this exemption, except in Albany, Clinton, Jefferson, Montgomery, Monroe, Onondaga, Orange, St. Lawrence, Saratoga, Sullivan, and Ulster counties. No exemption is allowed for special assessments in any of the applicable counties. The amount of exemption is limited to 10 percent of the assessed value of the property up to a maximum of \$3,000 multiplied by the latest state equalization rate, except in Clinton, Montgomery, Monroe, Nassau, Suffolk, and Westchester counties where the exemption is limited to 10 percent of the assessed value of the property without any specified dollar limit. The exemption may be granted in addition to any other exemption authorized by law. Volunteer firefighters receiving exemption from village taxes under RPTL §466 shall not suffer any reduced benefit because they receive this exemption. (This exemption is currently applicable only within the following counties: Rockland and Steuben Counties (§466-a), Chautauqua and Oswego Counties (§466-b), Cattaraugus County (§466-c), Dutchess County (§466-c), Erie County (§466-c), Nassau County (§466-c), Putnam County (§466-c), Suffolk County (§466-c), Wyoming County (§466-c), Columbia County (§466-d), Niagara County (§466-d), Orleans County (§466-d), Westchester County (§466-d), Lewis County (§466-e), Oneida County (§466-e), Schenectady County (§466-e), Schoharie County (§466-e), Jefferson and St. Lawrence Counties (§466-f), Montgomery County (§466-f), Orange County (§466-f), Sullivan County (§466-f), Onondaga County (§466-g), Saratoga County (§466-g), Ulster County (§466-h), Albany County (§466-i), Clinton County (§466-j) and Monroe County (§466-k)).

**Note:** On December 9, 2025, all of these exemption statutes will be repealed. Any taxing jurisdiction offering one of these exemptions must adopt a local law, ordinance or resolution no later than December 9, 2025, to conform to the new statewide exemption statute—RPTL section 466-a as enacted by Chapter 670 of the Laws of 2022.

## Eligibility requirements

### Ownership requirements:

Property must be owned by an enrolled and certified member of an incorporated volunteer fire company, fire department or ambulance service, except in Suffolk County where otherwise eligible shareholders of a cooperative apartment corporation may also receive the benefit of this exemption.

### Property Location Requirements:

The property must also be located in a city, town or village that is served by the incorporated volunteer fire company, fire department, or ambulance service of which the applicant is an enrolled member.

#### Location requirements

Section	Requirement
466-a	Property must be located in a county having a population of more than 261,000 inhabitants, but less than 270,000 inhabitants, as determined by the 1990 federal census, i.e., Rockland County, or located in a county having a population of more than 98,700 inhabitants, but less than 99,000 inhabitants, as determined by the latest (meaning 2000) federal census, i.e., Steuben County.
466-b	Property must be located in a county having a population of more than 120,000 inhabitants, but less than 141,000 inhabitants, as determined by the latest (meaning 2000) federal census, i.e., Chautauqua and Oswego counties.
466-c	Property must be located in a county having a population of more than 83,000 inhabitants, but less than 84,500 inhabitants, as determined by the latest (meaning 2000) federal census, i.e., Cattaraugus County.
466-c	Property must be located in a county having a population of more than 280,000 inhabitants, but less than 280,200 inhabitants, as determined by the latest (meaning 2000) federal census, i.e., Dutchess County.
466-c	Property must be located in a county having a population of more than 950,000 inhabitants, but less than 960,000 inhabitants, as determined by the latest (meaning 2000) federal census, i.e., Erie County.
466-c	Property must be located in a county having a population of more than 1,300,000 inhabitants, but less than 1,400,000 inhabitants, as determined by the latest (meaning 2000) federal census, i.e., Nassau County. However, such property may not also be located within a city of 1,000,000 or more, i.e., New York City is ineligible for this exemption.
466-c	Property must be located in a county having a population of more than 95,000 inhabitants, but less than 96,000 inhabitants, as determined by the latest (meaning 2000) federal census, i.e., Putnam County.
466-c	Property must be located in a county having a population of more than 1,400,000 inhabitants, but less than 1,500,000 inhabitants, as determined by the latest (meaning 2000) federal census, i.e., Suffolk County.
466-c	Property must be located in a county having a population of more than 43,400 inhabitants, but less than 43,600 inhabitants, as determined by the latest (meaning 2000) federal census, i.e., Wyoming County.

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466-d	Property must be located in a county having a population of more than 63,000 inhabitants, but less than 63,100 inhabitants, as determined by the latest (meaning 2000) federal census, i.e., Columbia County.
466-d	Property must be located in a county having a population of more than 218,000 inhabitants, but less than 223,000 inhabitants, as determined by the latest (meaning 2000) federal census, i.e., Niagara County.
466-d	Property must be located in a county having a population of more than 44,100 inhabitants, but less than 44,600 inhabitants, as determined by the latest (meaning 2000) federal census, i.e., Orleans County.
466-d	<p>Property must be located in a county having a population of more than 900,000 inhabitants, but less than 950,000 inhabitants, i.e., Westchester County.</p> <p>Westchester County volunteer firefighters may not receive this exemption, if they are members of a volunteer fire company serving an area that also encompasses an area served by a fire company having five or more professional firefighters. Likewise, volunteer ambulance workers in Westchester County may not receive this exemption, if they are members of a volunteer ambulance company serving an area that is also served by an ambulance company having five or more professional ambulance workers.</p>
466-e	Property must be located in a county having a population of more than 26,000 inhabitants, but less than 27,500 inhabitants, as determined by the latest (meaning 2000) federal census, i.e., Lewis County.
466-e	Property must be located in a county having a population of more than 225,000 inhabitants, but less than 250,000 inhabitants, as determined by the 2000 federal census, i.e., Oneida County.
466-e	Property must be located in a county having a population of more than 146,000 inhabitants, but less than 150,000 inhabitants, as determined by the latest (meaning 2000) federal census, i.e., Schenectady County.
466-e	Property must be located in a county having a population of more than 31,000 inhabitants, but less than 32,500 inhabitants, as determined by the latest (meaning 2000) federal census, i.e., Schoharie County.
466-f	Property must be located in a county having a population of more than 110,000 inhabitants, but less than 113,000 inhabitants as determined by the latest (meaning 2000) decennial census, i.e., Jefferson and St. Lawrence counties.
466-f	Property must be located in a county having a population of more than 49,000 inhabitants, but less than 49,500 inhabitants as determined by the latest (meaning 2000) decennial census, i.e., Montgomery County.



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466-f	Property must be located in a county having a population of more than 300,000 inhabitants, but less than 350,000 inhabitants as determined by the latest (meaning 2000) decennial census, i.e., Orange County.
466-f	Property must be located in a county having a population of more than 73,000 inhabitants, but less than 74,000 inhabitants as determined by the latest (meaning 2000) decennial census, i.e., Sullivan County.
466-g	Property must be located in a county having a population of more than 458,000 inhabitants, but less than 460,000 inhabitants as determined by the latest (meaning 2000) decennial census, i.e., Onondaga County.
466-g	Property must be located in a county having a population of more than 200,600 inhabitants, but less than 205,000 inhabitants as determined by the latest (meaning 2000) decennial census, i.e., Saratoga County.
466-h	Property must be located in a county having a population of more than 175,000 inhabitants, but not more than 180,000 inhabitants as determined by the latest (meaning 2000) decennial census, i.e., Ulster County.
466-i	Property must be located in a county having a population of more than 292,000 inhabitants, but not more than 297,000 inhabitants as determined by the latest (meaning 2000) decennial census, i.e., Albany County.
466-j	Property must be located in a county having a population of more than 79,000, but not more than 80,000 inhabitants as determined in the latest (meaning 2000) decennial census, i.e., Clinton County.
466-k	Property must be located in a county having a population of more than 735,000, but not more than 750,000 inhabitants as determined in the 2010 federal census, i.e., Monroe County.

### Property use requirements:

The property must be used exclusively for residential purposes. It must also be the primary residence of the applicant. In the event that a portion of the property is not used exclusively for residential purposes, that portion is not entitled to exemption. In such cases, the assessor may apportion the assessed value and apply the exemption only to the residential portion of the property.

### Certification by state or local government:

It is the responsibility of the municipality that adopts the local option exemption to establish procedures for certifying the 2-year, 5-year and/or 20-year membership requirement of the volunteer fireman or ambulance worker. Additionally, in Suffolk County, the incorporated volunteer fire company, fire department, or ambulance service must provide a list of eligible members to the assessor (or their

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designee) in each of the municipalities offering this exemption in the county by taxable status date. Lastly, in Westchester County, an eligible volunteer who becomes permanently disabled due to the exercise of their duties and who is prevented from being certified as an active member is entitled to the annual certification during the period of their disability.

### **Required construction start date or other time requirement:**

Applicant must be certified as an enrolled member of the incorporated volunteer fire company, fire department, or ambulance service for at least five years (two years in Monroe County). Additionally, if allowed by local option, applicants who have been certified as having been enrolled members of an incorporated volunteer fire company, fire department, or ambulance service for at least twenty years are eligible for a lifetime exemption.

In addition, the transition to the new statewide exemption program must be completed by December 9, 2025. For more information, see [Transition to new statewide exemption program](#) below.

### **Local option:**

Yes. Each city, county, town, or village may choose whether or not to allow the exemption. This option must be exercised through adoption of a local law, ordinance, or resolution. In all cases, a public hearing must be held prior to adoption of the law, ordinance, or resolution. Each city, county, town or village may also choose to allow a lifetime exemption to applicants who have been certified as enrolled members of an incorporated volunteer fire company, fire department, or ambulance service for at least twenty years.

An additional option to exempt school district taxes exists, except in Cattaraugus, Chautauqua, Dutchess, Erie, Niagara, Oneida, Oswego, Rockland, Saratoga, Steuben, and Wyoming counties. This option must be exercised through adoption of a local resolution after a public hearing has been held. Each school district may also choose to allow a lifetime exemption to applicants who have been certified as enrolled members of an incorporated volunteer fire company, fire department, or ambulance service for at least twenty years.

In Clinton, Montgomery, Schenectady, and Sullivan counties, extending this exemption to fire district special ad valorem levies requires the adoption of a resolution by the fire district board.

Except in Albany, Clinton, Jefferson, Montgomery, Monroe, Onondaga, Orange, St. Lawrence, Saratoga, Sullivan and Ulster counties, municipalities eligible to grant this exemption may by local law or resolution extend this exemption to the unremarried spouse of a member of a volunteer fire company or volunteer ambulance service killed in the line of duty who had been an member of the volunteer fire company or volunteer ambulance service for at least five years, and who also had been receiving the exemption prior to his or her death.

Lastly, except in Albany, Clinton, Monroe and Ulster counties, municipalities eligible to grant this exemption may by local law or resolution extend this exemption to the unremarried spouse of a deceased member of a volunteer fire company or voluntary ambulance service who had been a member of the volunteer fire company or volunteer ambulance service for at least twenty years, and who also had been receiving the exemption prior to his or her death.

## Limitation on exemption:

### Counties

1.	466-a (Rockland and Steuben Counties), 466-b (Chautauqua and Oswego Counties), 466-c (Cattaraugus County), 466-c (Dutchess County), 466-c (Erie County), 466-c (Wyoming County), 466-d (Niagara County), 466-e (Oneida County), 466-g (Saratoga County)
2.	466-c (Nassau County), 466-c (Putnam County), 466-c (Suffolk County), 466-d (Columbia County), 466-d (Orleans County), 466-d (Westchester County), 466-e (Lewis County), 466-e (Schenectady County), 466-e (Schoharie County), 466-f (Jefferson and St. Lawrence Counties), 466-f (Montgomery County), 466-f (Orange County), 466-f (Sullivan County), 466-g (Onondaga County), 466-h (Ulster County), 466-i (Albany County), 466-j (Clinton County), 466-k (Monroe County)

### Limitation on exemption by amount, duration, and taxing jurisdiction

	General municipal taxes	School district taxes	Special ad valorem levies	Special assessments
<b>1. Amount</b>	Yes*	Yes*	Yes*	No exemption allowed
<b>2. Duration</b>	No limit	Yes*	No limit	No exemption allowed
<b>3. Taxing Jurisdiction</b>				
<b>a. County or County Special Districts</b>	Ex**	NA	Ex**	Tax
<b>b. City</b>	Ex**	NA	NA	Tax
<b>c. Town or Town Special District</b>	Ex**	NA	Ex**	Tax
<b>d. Village</b>	Ex**	NA	NA	Tax
<b>e. School District</b>	NA	Tax	Ex*	NA
<b>Ex-Exempt      Tax-Taxable      NA-Not Applicable</b>				

\*See Calculation of Exemption below.

\*\*If allowed by local option.

### Payments in lieu of taxes

None required.

## Calculation of exemption

### General municipal and school district taxes

#### General municipal taxes:

10% of assessed value up to \$3,000 times the latest state equalization rate, except in Clinton, Montgomery, Monroe, Nassau, Suffolk, and Westchester counties where the exemption is 10% of assessed value without any specified dollar limit.

**Note:** Volunteer firefighters and ambulance workers receiving exemption from village taxes under RPTL 466 shall not suffer any reduced benefit because they receive this exemption.

#### School district taxes:

In Albany, Columbia, Jefferson, Lewis, Onondaga, Orange, Orleans, Putnam, St. Lawrence, Schenectady, Schoharie, Sullivan, and Ulster counties, 10% of assessed value up to \$3,000 times the latest state equalization rate. In Clinton, Montgomery, Monroe, Nassau, Suffolk, and Westchester counties, 10% of assessed value without any specified dollar limit.

### Special ad valorem levies and special assessments

#### Special ad valorem levies:

10% of assessed value up to \$3,000 times the latest state equalization rate, except in Clinton, Montgomery, Monroe, Nassau, Suffolk, and Westchester counties where the exemption is 10% of assessed value without any specified dollar limit.

#### Special assessments:

No exemption allowed.

### Coding of exemption on assessment roll:

Coding of exemption on assessment roll

Code	Description of Alternative Codes Possible
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Form RP-466-j, Clinton County	Application for Volunteer Firefighters/Ambulance Workers Exemption
Form RP-466-k, Monroe County	Application for Volunteer Firefighters/Ambulance Workers Exemption

### Reporting requirements (assessor):

None.

### Transition to new statewide exemption program

On December 9, 2025, all of these exemption statutes will be repealed. Any taxing jurisdiction offering one of these exemptions must adopt a local law, ordinance or resolution no later than December 9, 2025 to conform to the new statewide exemption statute—RPTL section 466-a as enacted by Chapter 670 of the Laws of 2022.

### Similar exemptions

Subject	Statute
Fire patrol and salvage corps	RPTL 468
Incorporated associations of volunteer firefighters	RPTL 464(1)
Incorporated volunteer fire companies or departments	RPTL 464(2)
Volunteer firefighters and fire companies in villages	RPTL 466
Volunteer Firefighters and Ambulance Workers (statewide)	RPTL 466-a

### Exemption application forms

[Form RP-466-a \(Rockland or Steuben County\)](#)

[Form RP-466-b \(Chautauqua or Oswego County\)](#)

[Form RP-466-c \(Cattaraugus\)](#)

[Form RP-466-c \(Dutchess\)](#)

[Form RP-466-c \(Erie\)](#)

[Form RP-466-c \(Nassau\)](#)

[Form RP-466-c \(Putnam\)](#)

[Form RP-466-c \(Suffolk\)](#)

[Form RP-466-c \(Suffolk\) Supp](#)

[Form RP-466-c \(Wyoming\)](#)

[Form RP-466-d \(Columbia\)](#)

[Form RP-466-d \(Niagara\)](#)

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[Form RP-466-d \(Orleans\)](#)

[Form RP-466-d \(Westchester\)](#)

[Form RP-466-e \(Lewis\)](#)

[Form RP-466-e \(Oneida\)](#)

[Form RP-466-e \(Schenectady\)](#)

[Form RP-466-e \(Schoharie\)](#)

[RP-466-f \(Jefferson and St. Lawrence\)](#)

[RP-466-f \(Montgomery\)](#)

[RP-466-f \(Orange\)](#)

[RP-466-f \(Sullivan\)](#)

[RP-466-g \(Onondaga\)](#)

[RP-466-g \(Saratoga\)](#)

[RP-466-h \(Ulster\)](#)

[RP-466-i \(Albany\)](#)

[RP-466-j \(Clinton\)](#)

[RP-466-k \(Monroe\)](#)

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Please send general questions or comments to [ORPTS](#).

Page last reviewed or updated: February 1, 2023

**Kathy Deufemia**

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**From:** Richard Slingerland  
**Sent:** Tuesday, January 2, 2024 5:30 PM  
**To:** Kathy Deufemia; Alissa Fasman  
**Subject:** FW: Street Name change - Work Session  
**Attachments:** Street naming policy Tarrytown 3-1-2010.pdf

Please add the request for John Street to add the honorary designation to the street as "Wade Solomon Way".

Richard Slingerland  
Village Administrator  
Village of Tarrytown  
One Depot Plaza  
Tarrytown, New York 10591  
914-631-1785  
fax: 914-909-1208  
e-mail: [rslingerland@tarrytownny.gov](mailto:rslingerland@tarrytownny.gov)

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**From:** Osiris Imhotep <21osirisimhotep@gmail.com>  
**Sent:** Wednesday, December 27, 2023 4:40 PM  
**To:** Richard Slingerland <rslingerland@tarrytowngov.com>  
**Cc:** Alissa Fasman <afasman@tarrytowngov.com>; Dan Walczewski <dwalczewski@tarrytownny.gov>; Karen Brown <kBrown@tarrytowngov.com>; Becky McGovern <bmcgovern@tarrytowngov.com>  
**Subject:** Re: Street Name change and Film Festival

[EXTERNAL] This email is from outside the Village of Tarrytown - Please use caution when opening links and attachments!

Thank you for your response. First I would like to address the Honorary Street name change to Wade Solomon Way. We have independently did our own research and look forward to your findings. We understand and thank you.

On Wed, Dec 27, 2023, 1:34 PM Richard Slingerland <[rslingerland@tarrytowngov.com](mailto:rslingerland@tarrytowngov.com)> wrote:

Dear Mr. Imhotep:

Good afternoon and thank you for your e-mails.

Regarding the film festival, you had said you wanted to sponsor a horror film festival, but did not take any further action on it. If you would like to pursue having such a festival in 2024, please let us know how you'd like to accomplish that. We would be happy to work with you. We would like more information from you on how you would propose to accomplish such a festival. Who would book the movies and venues? What would the source of funding be for the event? Who or what organization would take over the lead as the event organizer? Who or what organization would take over the promotions and scheduling of venues and film exhibitions for the event? Do you propose a cover charge to cover the costs, or do you propose a "free" film festival? If the event is proposed to be a free series of events, who or what entity would pay for the costs associated with it? We have many questions and would like to have more information.

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In terms of your request to change the name of John Street to Wade Solomon Way on an honorary basis, I will forward that request to the Mayor and Board for their consideration. We will follow the Village's street naming policy, and will survey the community to get a sense of the community support for such a request, including keeping in mind that if we do such an honorary street naming in memory of Mr. Solomon, we will likely have many other similar requests around the Village.

Very truly yours,

Richard Slingerland

Village Administrator

Village of Tarrytown

One Depot Plaza

Tarrytown, New York 10591

914-631-1785

fax: 914-909-1208

e-mail: [rslingerland@tarrytownny.gov](mailto:rslingerland@tarrytownny.gov)

---

**From:** Osiris Imhotep <[21osirisimhotep@gmail.com](mailto:21osirisimhotep@gmail.com)>

**Sent:** Friday, December 22, 2023 8:23 PM

**To:** Richard Slingerland <[rslingerland@tarrytowngov.com](mailto:rslingerland@tarrytowngov.com)>

**Subject:** Street Name change and Film Festival

**[EXTERNAL]** This email is from outside the Village of Tarrytown - Please use caution when opening links and attachments!

Good evening, I wish you a wonderful Holiday and Happy New Year. I am disappointed that I have not heard anything from you regarding the above mentioned subject. Would you be so kind to provide any updates. Dr.Osiris Imhotep



Adopted by the Board of Trustees on March 1, 2010

POLICY FOR NAMING OF VILLAGE STREETS

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

WHEREAS, the naming of streets throughout the Village of Tarrytown has been the responsibility of developers of individual projects with no input from the Board of Trustees; and

WHEREAS, the Board of Trustees believes that the elected body of the Village of Tarrytown should be directly involved in the process of naming streets in the Village; and

WHEREAS, the Board of Trustees believes that it is necessary to establish a policy in regards to the naming of streets which provides direction and consistency in the decision making process associated with the naming of Village streets; and

NOW THEREFORE BE IT RESOLVED that the Board of Trustees of the Village of Tarrytown does hereby establish the following policy relating to the naming of public streets and private streets in the Village of Tarrytown.

POLICY

1. A developer shall submit a request, in letter form, to the Board of Trustees with proposed names for the streets in a new subdivision and/or any other street that has been or will be created.
2. A developer should submit three (3) proposed names for the street. The developer shall prioritize the list of names requested.
3. The letter of request shall provide documentation as to why the developer believes that the proposed names are appropriate for the new street to be created.
4. Street names shall be sufficiently different in sound and in spelling from existing street names in the Village so as not to cause confusion.
5. A new street which is a continuation of an existing street shall bear the same name of the existing street, unless a valid reason to change the name of the street is provided by the developer and the Board of Trustees concurs with the change.
6. The Board of Trustees shall only act to name streets based upon requests submitted by developers. The decision of the Board of Trustees to approve or disapprove the requested name(s) of a street shall be final and shall not be subject to appeal.



**STORMWATER FACILITIES MAINTENANCE AND ACCESS EASEMENT AGREEMENT**

**THIS STORMWATER FACILITIES MAINTENANCE AND ACCESS EASEMENT AGREEMENT** (“AGREEMENT”) is made and entered into as of this \_\_\_ day of January, 2024 by and between 62 MAIN HOUSING DEVELOPMENT FUND COMPANY, INC., an Article XI New York private housing finance law corporation and a New York not-for-profit corporation, having its principal office located c/o Housing Action Council, Inc., 55 South Broadway, Tarrytown, New York 10591 (the “HDFC”), as nominee of 62 MAIN LIMITED PARTNERSHIP, a New York limited partnership, having its principal office located c/o Wilder Balter Partners, Inc., 480 Bedford Road, Chappaqua New York 10514 (the “PARTNERSHIP”; collectively with the HDFC the “GRANTOR”) and the VILLAGE OF TARRYTOWN, New York, a municipal corporation with offices at One Depot Plaza, Tarrytown, NY 10591 (the “GRANTEE” or the “VILLAGE”) and

**WITNESSETH:**

**WHEREAS**, pursuant to a certain Declaration of Interest and Nominee Agreement dated as of March 31, 2021 the HDFC is the bare legal or record owner, and the Partnership is the beneficial and equitable owner, of certain real property located in the Village of Tarrytown, County of Westchester, State of New York, and identified on the Tax Map of the Town of Greenburgh as Section 1.70, Block 33, Lots 23..V and 23..R, as more particularly described in **Schedule A** attached hereto (the “Property”); and

**WHEREAS**, the HDFC is a corporation established pursuant to Section 402 of the Not-For-Profit Corporation Law and Article XI of the Private Housing Finance Law (“PHFL”) and is known as a “housing development fund company” as the term is defined in Section 572 of the PHFL; and

**WHEREAS**, the HDFC is the co-general partner of the Partnership, and HDFC and the Partnership have been formed for the purpose of providing residential rental accommodations for persons of low income, and in particular to develop, own, construct, maintain and operate the Project (as defined herein); and

**WHEREAS**, the GRANTOR intends to redevelop the Property with a new affordable mixed-income senior multi-family building consisting of four (4) stories (the “Building”) with 109 dwelling units (14 efficiency/studio units and 95 one (1) bedroom units), and a parking structure (the “Garage”) in which approximately 69 parking spaces on the ground level will be for Village use (the “Municipal Spaces”) and 121 parking spaces on two below ground levels will be for building residents (collectively, the “Project”).

**WHEREAS**, the Planning Board of the VILLAGE (the “Planning Board”) granted site plan approval for the Project by Resolution adopted on November 23, 2020 (the “Site Plan Approval”) for development of the Project in accordance with Civil Drawing and Landscape Plans prepared by Kimley-Horn of New York, P.C. dated February 5, 2020 and last revised November 13, 2020, Proposed Elevations prepared by Beyer Blinder Belle Architects & Planners LLP dated November 13, 2020, and Building Floor Plans prepared by L&M Design LLC dated November 13, 2020, as

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well as the Stormwater Pollution Prevention Plan (SWPPP) entitled "Tarrytown YMCA Redevelopment," prepared by Kimley-Horn of New York, P.C., dated March 2020, and last revised November 2020 (the "Plans"); and

**WHEREAS**, construction of the Project requires the preparation of a SWPPP under the New York State Department of Environmental Conservation ("NYSDEC") SPDES General Permit for Stormwater Discharges from Construction Activity (Permit No. GP-0-20-001), as it may be replaced or amended ("SPDES Construction General Permit"); and

**WHEREAS**, on or about March 24, 2021, the NYSDEC approved coverage under SPDES Construction General Permit to permit the construction of the Project on the Property in accordance with the Plans; and

**WHEREAS**, the VILLAGE and NYSDEC require that GRANTOR construct, maintain, repair and/or replace as necessary certain stormwater management and erosion and sediment control facilities constructed in connection with the SPDES Construction General Permit (the "Stormwater Control Measures") which are referenced in the SWPPP and shown on the Plans; and

**WHEREAS**, the Grantor and the Village agree that the Stormwater Control Measures shall be maintained, cleaned and/or repaired by Grantor;

**NOW, THEREFORE**, in consideration of the sum of \$10.00 and other good and valuable consideration, each to the other in hand paid receipt of which is hereby acknowledged, the parties agree as follows:

1. Binding Effect. The Property shall be held, sold, conveyed, transferred and occupied subject to the following covenants, conditions, and restrictions which are for the benefit of the VILLAGE, as well as for the owners of the Property, and which shall be perpetual so long as the provisions of the SWPPP continue to be required by the SPDES Construction General Permit, as they may be replaced or amended. This Agreement shall run with the land in perpetuity and shall bind all successors and assigns. In the event of any conveyance of all or any part of the Property encumbered by this Agreement, (i) the grantor or assignor, as applicable, shall be released from all obligations including without limitation, financial obligations, insofar as they relate to the Property being conveyed and (ii) the grantee or assignee, as applicable, shall assume all obligations, including, without limitation, financial obligations, of the GRANTOR hereunder insofar as they relate to the Property being conveyed.
2. Installation and Maintenance Obligations. The GRANTOR hereby acknowledges, covenants, warrants, and represents that it shall install and maintain all Stormwater Control Measures on the Property in accordance with the SWPPP and any legally required and lawfully adopted amendments to the SWPPP in perpetuity so long as the provisions of the SWPPP continue to be required by law.
3. Benefit. The GRANTOR'S installation and maintenance of the Stormwater Control Measures shall be for the benefit of the VILLAGE, as well as for the owners of the Property. The GRANTOR, its successors and assigns, shall inspect the Stormwater

Control Measures once every year and maintain inspection reports for submission to the VILLAGE upon request. The purpose of the inspection is to assure safe and proper functioning of the Stormwater Control Measures. The inspections shall cover the entire Stormwater Control Measures, including, without limitation, stormwater basins, water quality control structures, outlet structures, infiltrators, piping, drain inlets, as set forth in the approved plans on file with the Village Engineer. Annual inspection reports shall be performed by a licensed NYS Professional Engineer and shall be provided to the Village Engineer within two (2) weeks of completion. Deficiencies shall be noted in the inspection reports.

4. Subordination of Property Interests. The GRANTOR hereby covenants, warrants, and represents that any real estate agreement (“REA”), lease, mortgage, subdivision, or other transfer of the Property, or any interest therein, shall be subject to the restrictive covenants contained herein pertaining to the installation and maintenance of the Stormwater Control Measures and any deed, mortgage, or other instrument of conveyance shall be subject to and, specifically refer to, the SWPPP and shall specifically state that the interest thereby conveyed is subject to the covenants and restrictions contained herein and therein.
  
5. Right to Inspect. The GRANTOR hereby acknowledges, covenants and warrants that the VILLAGE, upon reasonable notice to the GRANTOR, or its successors, except in the event of an emergency, shall have the right to inspect the Stormwater Control Measures in accordance with the Construction General Permit. With respect to such inspections, the GRANTOR shall designate and provide the VILLAGE reasonable access across the Property to the Stormwater Control Measures.
  
6. Repair and Maintenance. The GRANTOR hereby acknowledges, covenants and warrants that if the VILLAGE determines that necessary inspections, reports, maintenance, repairs, adjustments, replacement or reconstruction of the Stormwater Control Measures have not been properly performed, the VILLAGE shall have the right to undertake to perform any such work that it finds, in its sole judgment, is necessary to preserve the stormwater management functions of Stormwater Control Measures, at the cost and expense of the GRANTOR and its respective successors, and assigns. In such case, the VILLAGE shall first have provided written notice to the GRANTOR, providing specificity as to the location and nature of the alleged improper performance. The GRANTOR shall then have the opportunity to cure any such alleged violation within 90 days of receipt of such notice, with reasonable extensions granted if inclement weather prohibits cures within that period. Any holder of a senior mortgage encumbering the Property shall have the right, but not the obligation, to cure any such violation within the time-period provided to GRANTOR, and the VILLAGE shall accept such cure as though performed by the GRANTOR. Upon expiration of the 90-day notice and cure period, as may reasonably be extended, the VILLAGE shall have the right to access the Stormwater Control Measures to perform any such work that it finds is necessary to preserve the stormwater management functions. With respect to such access, the GRANTOR shall designate and provide the VILLAGE reasonable access across the Property to the Stormwater Control Measures.

7. Performance of Work by VILLAGE. It is expressly understood and agreed that the VILLAGE is under no obligation to maintain or repair said Stormwater Control Measures, and in no event shall this Agreement be construed to impose any such obligation on the VILLAGE. In the event the VILLAGE performs work of any nature, or expends any funds in performance of said work for labor, use of equipment, supplies, materials, and the like pursuant to this Agreement, the GRANTOR, its successors and assigns, shall reimburse the VILLAGE upon demand, within thirty (30) days of request thereof for all actual costs incurred by the VILLAGE hereunder. All costs and expenses incurred by the VILLAGE in connection herewith shall be a lien against the Property and shall be collectable against the Property in the same manner as real property taxes. The GRANTOR, and its successors and assigns shall indemnify and hold the VILLAGE harmless from any liability in the event the stormwater management facilities fail to operate properly.
8. Notice. Any notices required under this Agreement shall be in writing and sent by Certified Mail, Return Receipt Requested, or by reputable overnight courier, to the GRANTOR at the following address or such other address as GRANTOR may designate:

To 62 Main Limited Partnership:

c/o Wilder Balter Partners, Inc.  
480 Bedford Road  
Chappaqua New York 10514  
Attn:

With a copy to:

DelBello Donnellan Weingarten Wise & Wiederkehr, LLP  
One North Lexington Avenue  
White Plains, New York 10601  
Attn: Peter J. Wise, Esq.

With a copy to:

New York State Housing Finance Agency  
641 Lexington Avenue  
New York, New York 10022  
Attention: President, Finance and Development

With a copy to:

New York State Housing Finance Agency  
641 Lexington Avenue  
New York, New York 10022  
Attention: Senior Vice President and General Counsel

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With a copy to:

Citibank, N.A.  
388 Greenwich Street, Trading 6th Floor  
New York, New York 10013  
Attention: Desk Head, Transaction Management Group  
Re: 62 Main Street Deal # [TBD]

With a copy to:

Citibank, N.A.  
325 East Hillcrest Drive, Suite 160  
Thousand Oaks, California 91360  
Attention: Operations Manager/Asset Manager  
Re: 62 Main Street Deal # [TBD]

With a copy to:

Citibank, N.A.  
388 Greenwich Street, 8th Floor  
New York, New York 10013  
Attention: Account Specialist  
Re: 62 Main Street Deal # [TBD]

With a copy to:

Citibank, N.A.  
388 Greenwich Street  
New York, New York 10013  
Attention: General Counsel's Office  
Re: 62 Main Street Deal # [TBD]

With a copy to:

Sidley Austin LLP  
787 Seventh Avenue  
New York, New York 10019  
Attention: Aviva Yakron, Esq.

To HDFC:

c/o Housing Action Council, Inc.  
55 South Broadway, Tarrytown, New York 10591  
Attn: Rosemarie Noonan

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And to the VILLAGE at:

Village of Tarrytown  
One Depot Plaza  
Tarrytown, NY 10591-3199

Attn: Village Administrator

With a copy to:  
Silverberg Zalantis LLC  
120 White Plains Rd., Suite 305  
Tarrytown, NY 10591  
Attn: Katherine Zalantis, Esq.

9. Savings Clause. Should any covenant, easement or restriction herein contained, of any article, section, subsection, sentence, clause, phrase or term of this Agreement be declared to be void, invalid, illegal or unenforceable, for any reason, by the adjudication of any court or other tribunal having jurisdiction, such judgment shall in no way affect the other provisions hereof which are hereby declared to be several and which shall remain in full force and effect.
10. Recording. This Agreement shall be recorded in the Office of the Westchester County Clerk, Division of Land Records, and shall constitute a covenant running with the land, and shall be binding on the GRANTOR, its successors, assigns, heirs and any other successors in interest, including without limitation any owner(s) of the Property or portion thereof.
11. Interpretation. This Agreement shall be interpreted in accordance with the laws of the State of New York.
12. Counterparts. This Agreement may be executed in counterparts, which shall, in the aggregate be signed by both parties; each counterpart shall be deemed an original instrument against any party who has signed it.

*[Signature Pages Follow]*



IN WITNESS WHEREOF, we have set our hands and seals the day and year first above written.

VILLAGE OF TARRYTOWN

By: \_\_\_\_\_  
Name: Richard Slingerland  
Title: Village Administrator

62 MAIN HOUSING DEVELOPMENT  
FUND COMPANY, INC.

By: \_\_\_\_\_  
Name: Rosemarie Noonan  
Title: President

62 MAIN LIMITED PARTNERSHIP

By: 62 Main Manager LLC, its Managing General  
Partner

By: WBP Manager LLC, its Managing Member

By: \_\_\_\_\_  
Name: William G. Balter  
Title: Authorized Signatory

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STATE OF NEW YORK )  
 )  
COUNTY OF WESTCHESTER )

On \_\_\_\_\_, 2024, 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 executed the same in his/her capacity, and that by 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

STATE OF NEW YORK )  
 )  
COUNTY OF WESTCHESTER )

On \_\_\_\_\_, 2024, 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 executed the same in his/her capacity, and that by 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

STATE OF NEW YORK )  
 )  
COUNTY OF WESTCHESTER )

On \_\_\_\_\_, 2024, 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 executed the same in his/her capacity, and that by 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

**RECORD AND RETURN TO:**

Silverberg Zalantis LLC  
120 White Plains Rd., Suite 305  
Tarrytown, NY 10591  
Attn: Katherine Zalantis, Esq.

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**SCHEDULE A**  
**Description of Premises**

**UNIT 1:**

**ALL** that certain plot, piece or parcel of land, situate, lying and being in the Town of Greenburgh, Village of Tarrytown, County of Westchester and State of New York, being the Unit known as Unit No. 1 (the "Municipal Parking Unit") in the Building known as THE 62 MAIN CONDOMINIUM and by street number 62 Main Street, Town of Greenburgh, Village of Tarrytown, County of Westchester and State of New York, designated and described as Unit No. 1 in the Declaration, Establishing a Plan for Condominium Ownership of said Building and the Land on which it is erected under the Condominium Act of the State of New York (Article 9-B of the Real Property Law of the State of New York, as amended) dated March 31, 2021 and recorded April 6, 2021 in the Office of the Westchester County Clerk's Office of Westchester in Control No. 610923094 and designated as Tax Lot 23..V in Block 33, Section 1.70 of the County of Westchester on the Tax Map of the Real Property Assessment Department of the Town of Greenburgh and on the Floor Plans of the Building, filed in the Office of the Westchester County Clerk's Office, County of Westchester on April 2, 2021 as Condominium Plan No. 29516.

**TOGETHER** with an undivided 13.16 % Interest in the Common Elements.

**THE** land upon which the Building containing the Units are located is described as follows:

**ALL** that certain plot, piece or parcel of land, situate, lying and being in the Town of Greenburgh, Village of Tarrytown, County of Westchester, and State of New York, being more particularly bounded and described as follows:

**BEGINNING** at a point on the southerly side of Main Street, said point also being the division line of lands herein described the easterly line of lands now or formerly of Jolly;

**RUNNING THENCE** from the aforementioned lands now or formerly of Jolly and along the southerly side of Main Street, South 69 degrees 38 minutes 04 seconds East, 106.24 feet to the westerly line of lands now or formerly of Solomons Lodge No. 196 Free & Accepted Masons;

**RUNNING THENCE** along the aforementioned lands now or formerly of Solomons Lodge No. 196 Free & Accepted Masons and along lands now or formerly of the Village of Tarrytown and a portion of lands now or formerly of Stewart, South 24 degrees 26 minutes 20 seconds West, 309.55 feet to a point;

**RUNNING THENCE** along lands now or formerly of Stewart the following two (2) courses and distances;

1. North 63 degrees 37 minutes 20 seconds West, 14.89 feet; and

2. South 23 degrees 40 minutes 40 seconds West, 21.43 feet to the northerly line of lands now or formerly of Morelli.

**RUNNING THENCE** along the aforementioned lands of Morelli, North 66 degrees 52 minutes 00 seconds West, 150.59 feet to a point on the easterly side of Windle Park Avenue, said point being the southeasterly point of a curve to the right having a radius of 45.40 feet;

**RUNNING THENCE** continuing along the easterly side of Windle Park Avenue along the arc of said curve 20.83 feet to a reverse curve having a radius of 354.60 feet;

**RUNNING THENCE** along the arc of said curve, 59.35 feet to a point of tangency;

**RUNNING THENCE** from said point of tangency, North 11 degrees 53 minutes 53 seconds West 115.55 feet to the division line of lands herein described and lands now or formerly of Simao;

**RUNNING THENCE** along the aforementioned lands of Simao, North 80 degrees 25 minutes 40 seconds West, 106.23 feet to a point being the southeasterly corner of lands now or formerly of Jolly;

**RUNNING THENCE** from said point and along the easterly line of lands now or formerly of Jolly, North 18 degrees 24 minutes 40 seconds West 107.45 feet to the southerly side of Main Street, to the point or place of **BEGINNING**.

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**SCHEDULE A**  
**Description of Premises**

**UNIT 2:**

**ALL** that certain plot, piece or parcel of land, situate, lying and being in the Town of Greenburgh, Village of Tarrytown, County of Westchester and State of New York, being the Unit known as Unit No. 2 (the "Residential Apartments Unit") in the Building known as THE 62 MAIN CONDOMINIUM and by street number 62 Main Street, Town of Greenburgh, Village of Tarrytown, County of Westchester and State of New York designated and described as Unit No. 2 in the Declaration, establishing a plan for Condominium Ownership of said building and the land on which is it erected under the Condominium Act of the State of New York (Article 9-B of the Real Property Law of the State of New York, as amended) dated March 31, 2021 and recorded April 6, 2021 in the Office of the Westchester County Clerk's Office, Control No. 610923094 and designated as Tax Lot 23..R in Block 33, Section 1.70 of the County of Westchester on the Tax Map of the Real Property Assessment Department of the Town of Greenburgh and on the Floor Plans of the Building, filed in the Office of the Westchester County Clerk's Office, County of Westchester, on April 2, 2021 as Condominium Plan No. 29516.

**TOGETHER** with an undivided 86.84% interest in the Common Elements.

**THE** land upon which the Building containing the Units are located is described as follows:

**ALL** that certain plot, piece or parcel of land, situate, lying and being in the Town of Greenburgh, Village of Tarrytown, County of Westchester, and State of New York, being more particularly bounded and described as follows:

**BEGINNING** at a point on the southerly side of Main Street, said point also being the division line of lands herein described the easterly line of lands now or formerly of Jolly;

**RUNNING THENCE** from the aforementioned lands now or formerly of Jolly and along the southerly side of Main Street, South 69 degrees 38 minutes 04 seconds East, 106.24 feet to the westerly line of lands now or formerly of Solomons Lodge No. 196 Free & Accepted Masons;

**RUNNING THENCE** along the aforementioned lands now or formerly of Solomons Lodge No. 196 Free & Accepted Masons and along lands now or formerly of the Village of Tarrytown and a portion of lands now or formerly of Stewart, South 24 degrees 26 minutes 20 seconds West, 309.55 feet to a point;

**RUNNING THENCE** along lands now or formerly of Stewart the following two (2) courses and distances;

1. North 63 degrees 37 minutes 20 seconds West, 14.89 feet; and

2. South 23 degrees 40 minutes 40 seconds West, 21.43 feet to the northerly line of lands now or formerly of Morelli.

**RUNNING THENCE** along the aforementioned lands of Morelli, North 66 degrees 52 minutes 00 seconds West, 150.59 feet to a point on the easterly side of Windle Park Avenue, said point being the southeasterly point of a curve to the right having a radius of 45.40 feet;

**RUNNING THENCE** continuing along the easterly side of Windle Park Avenue along the arc of said curve 20.83 feet to a reverse curve having a radius of 354.60 feet;

**RUNNING THENCE** along the arc of said curve, 59.35 feet to a point of tangency;

**RUNNING THENCE** from said point of tangency, North 11 degrees 53 minutes 53 seconds West 115.55 feet to the division line of lands herein described and lands now or formerly of Simao;

**RUNNING THENCE** along the aforementioned lands of Simao, North 80 degrees 25 minutes 40 seconds West, 106.23 feet to a point being the southeasterly corner of lands now or formerly of Jolly;

**RUNNING THENCE** from said point and along the easterly line of lands now or formerly of Jolly, North 18 degrees 24 minutes 40 seconds West 107.45 feet to the southerly side of Main Street, to the point or place of **BEGINNING**.





Memo

To: The Board of Trustees  
From: Village Administrator Slingerland  
Date: January 4, 2024  
Re: Water Rate Increases and Water Meter Rents



This memo is to set forth all of the information regarding the water meter rents, through which we are proposing to add to the regular water meter bills.

Water meter rents are commonly used to establish a baseline part of a water meter bill, so that customers are charged an absolute minimum per billing cycle, regardless of how much water they consume. Many water utilities just collect the cyclical base charge, or water meter rent charge, and put it towards their general water utility revenues.

In our case, since the Village has fielded complaints and concerns about having a burgeoning amount of debt, which is not accurate since our debt has remained relatively flat between 2017 and 2023, but nevertheless to give more purpose to the water meter rents, I have discussed with you all and with the Village Treasurer setting up a long term fund that can build up and help fund the future replacement costs for water meters, when the current ones have to be replaced. The current water meters are warranted for 10 years.

Below are some things to consider.

- A. Applying a water meter rent with an 8-year amortization calculation does not establish a continuation and build-up in the fund as a profit for the Village. The base charge water meter rent for the average customer as proposed is \$12 per quarter, or \$4 per month.
- B. The calculations were done in a way that keeps the rents as flat and reasonable as possible over the long term. This helps residential and commercial customers avoid having to pay high one-time replacement charges if they ever have to replace their water meter for a non-warranty issue.
- C. The amortization is based on the purchase price of the meters, and does not have numerous added calculations, which could be added if the Board would like. See attached spreadsheet, explained below. In other words, there are costs above the purchase price of the meters that were not added to the water meter rent calculation, which include:
  - a. interest from borrowing
  - b. incidental costs for the water meter rollout, like the gateway transmitters stationed around the Village. Transmitters in the base bid allowed for up to 3, cost \$73,075.
  - c. added costs for installing the meters (the larger ones) in water pits that require extra precautions for confined space entry. That change order was for approximately another \$60,000
  - d. other incidental costs including mobilization, system software training and software, mobile data collectors, etc., that are not included in the meter rent calculations.
  - e. Inflation will increase the future purchase and replacement costs for the meters and meter infrastructure as technology changes. These base meter rent charges do not factor that in.
- D. Again, the revenues from the water meter rents will go into a long-term fund that will accrue and be set aside for the future purchase or replacement of the water meters, and reduce the reliance on debt in the future. This goes along with the goal of long-term financial planning for the water system. Many water utility systems have water meter rents without a long-term plan to build up funding to reduce or avoid borrowing – most systems just put the revenue in their undesignated revenue line to cover operating expenses.

Attached is the excel spreadsheet, as well as the water meter bid sheet from the lowest bidder who was awarded the contract.

UNIT PRICE BID SHEET

UNIT PRICES

Should additional or less work of the following categories be required, adjustment shall be made to the contract amount at the following unit price. The prices indicated herein shall apply to both ADD or DEDUCT.

The bidder agrees to do all work described in the Notice to Bidders and elsewhere in the Contract Documents for the following amounts:

Item No.	Description	Quantity	Unit	Unit Price	Total Price
1.	Mobilization, Insurance and Bonding	1	LS	\$10,000.00	<u>\$ \$10,000.00</u>
2.	Project Manager Facility	12	Monthly	Included	<u>\$ Included</u>
3.	Project Manager	12	Monthly	\$1,600.00	<u>\$ \$19,200.00</u>
4.	System Software training	4	Days	\$1,200.00	<u>\$ \$4,800.00</u>
5.	Field Training	2	Days	\$1,200.00	<u>\$ \$2,400.00</u>
6.	Compatibility upgrade to transfer file from existing Springbrook Software	1	LS	\$6,950.00	<u>\$ \$6,950.00</u>
7.	5/8" encoded meter & installation	1550	EA	\$387.47	<u>\$600,578.50</u>
8.	3/4" encoded meter & installation	324	EA	\$425.34	<u>\$ \$137,810.16</u>
9.	1" encoded meter & installation	240	EA	\$489.65	<u>\$ \$117,516.00</u>
10.	1-1/2" encoded meter & installation	205	EA	\$1,785.16	<u>\$ \$365,957.80</u>
11.	2" encoded meter & installation	68	EA	\$1,841.63	<u>\$ \$125,230.84</u>
12.	3" encoded meter & installation	20	EA	\$3,435.95	<u>\$ \$68,719.00</u>

**Water Meters – Supply and Installation Project**

**CONTRACT # 2022-02**

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13.	4" encoded meter & Installation	23	EA	\$4,495.19	<u>\$103,389.37</u>
14.	6" encoded meter & Installation	10	EA	\$6,994.98	<u>\$69,949.80</u>
15.	8" encoded meter & Installation	6	EA	\$8,674.46	<u>\$52,046.76</u>
16.	10" encoded meter & Installation	4	EA	\$13,497.16	<u>\$53,988.64</u>
17.	8" Fire Service Meter & Installation	6	EA	\$11,283.15	<u>\$67,698.90</u>
18.	10" Fire Service Meter & Installation	4	EA	\$16,105.86	<u>\$64,423.44</u>
19.	Meter Interface Unit (MIU) – Inside	2349	EA	Included	<u>\$ Included</u>
20.	Meter Interface Unit (MIU) – Pit	10	EA	Included	<u>\$ Included</u>
21.	Pit antenna - 6' - 20'	5	EA	\$160.00	<u>\$ 800.00</u>
22.	Night and Weekend Installation work	200	\$/ Hr.	\$216.67	<u>\$43,334.00</u>
23.	Mobile Data Collector	3	EA	\$3,300.00	<u>\$ 9,900.00</u>
24.	Additional cost for non-standard 5/8" to 2"	EA	\$/ Hr.	\$183.33	<u>\$ 183.33</u>
25.	Additional cost for pit set encoded meter	EA	\$/ Hr.	\$150.00	<u>\$ 150.00</u>
26.	Portable Belt clip Transceiver	EA	1	N/A	<u>\$ N/A</u>
27.	Gateway for data collection, includes gateway, ups, antenna, cable, installation and radio sweep	1	LS	\$73,075.00	<u>\$73,075.00</u>
28.	Cloud based software and data hosting, or approved equal	1	Annual	\$12,500.00	<u>\$12,500.00</u>

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**Water Meters – Supply and Installation Project**

**CONTRACT # 2022-02**

29.	Reset vertical meter to correct horizontal position	1	EA	\$350.00	\$ <u>\$350.00</u>
30.	Replace Inoperable shut off valve ½" to 1"	1	EA	\$177.78	\$ <u>\$177.78</u>
31.	Replace Inoperable shut off valve 1 ½" to 2"	1	EA	\$266.67	\$ <u>\$266.67</u>
32.	Exit test to all meters removed	2349	EA	\$23.50	\$ <u>\$55,201.50</u>
33.	Credit for disposal of meters **pricing for old meters will be reevaluated based on current market price**	2349	EA	\$(8.00)	\$ <u>\$(18,792)</u>
34.	Any additional items or services not listed for an alternate proposed system for complete functionality of centrally automated meter reading			N/A	\$ <u>N/A</u>

Please note that all labor costs shall be in accordance with the New York State Department of Labor Wage Rates for the Westchester County Area. It shall be the responsibility of the Contractor to obtain copies of the Wage Rate Schedule directly from the Department of Labor.

**Total Amount of Bid in Figures:** \$2,047,805.49

**Total Amount of Bid in Words:** Two Million Forty-Seven Thousand Eight Hundred Five Dollars and Forty-Nine Cents

Water Rate calculations

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<u>Tier</u>	<u>Classification</u>	<u>2021 Rate</u> <u>increase</u>	<u>5%</u>	<u>2024</u> <u>increase for 2.5 yrs</u>	<u>7.80%</u> <u>Rate</u>
R1	Regular residential	\$88.50			\$95.40
R2	Outside Village Residential	\$132.75			\$143.10
R3	Senior (w/tax exemption)	\$65.99			\$71.14
<b><u>Village Non-Residential (Commercial)</u></b>					
R5	per 1,000 cubic ft. for first 2,000 c.f.	\$91.02			\$98.12
	per 1,000 cubic ft. for next 5,000 c.f.	\$109.24			\$117.76
	per 1,000 cubic ft. for next 5,000 c.f.	\$131.08			\$141.30
	per 1,000 cubic ft. thereafter	\$157.30			\$169.57
<b><u>Outside Village Non-Residential (Commercial)</u></b>					
R5	per 1,000 cubic ft. for first 2,000 c.f.	\$136.53			\$147.18
	per 1,000 cubic ft. for next 5,000 c.f.	\$163.84			\$176.62
	per 1,000 cubic ft. for next 5,000 c.f.	\$196.60			\$211.93
	per 1,000 cubic ft. thereafter	\$235.92			\$254.32
S1Sewer	\$2.50 per 1,000 cubic ft.		\$2.63		\$2.84

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Water Meter Rents	Meter size	Unit Price	Qrtly Rent (whole dollars)	Montly rent (whole dollars)
	Divisor/Periods		32	96
	5/8" meter installed	387.47	\$ 12	\$ 4
	3/4" meter installed	425.34	\$ 13	\$ 4
	1" meter installed	489.65	\$ 15	\$ 5
	1 1/2" meter installed	1785.16	\$ 56	\$ 19
	2" meter installed	1841.63	\$ 58	\$ 19
	3" meter installed	3435.95	\$ 107	\$ 36
	4" meter installed	4495.19	\$ 140	\$ 47
	6" meter installed	6994.98	\$ 219	\$ 73
	8" meter installed	8674.46	\$ 271	\$ 90
	10" meter installed	13497.16	\$ 422	\$ 141
	8" fire service meter installed	11283.15	\$ 353	\$ 118
	10" fire service meter installed	16105.86	\$ 503	\$ 168

Incidental costs not included in the water meter rents

Mobilization, Insurance and Bonding	\$	10,000
Project Manager	\$	19,200
System Software Training	\$	4,800
Field Training	\$	2,400
Compatability data transfer between software	\$	6,950
Pit Antenna	\$	800
Night and weekend installation work	\$	43,334
mobile data collectors	\$	9,900
Gateway for data collection including antenna for 3	\$	73,075
cloud based software and data hosting	\$	12,500
total	\$	182,959

	Total number of meters:	\$ 387.47	base meter, \$12/qtr
	2349	\$ 77.89	incidental cost
		\$ 465.36	new total meter cost
			Revised Quarterly charge
		\$ 15	

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NYC wholesale Water Rates				Tarrytown Rates	
	rate	amt inc	% inc	rate	% inc
October, 2020 - \$1,888.06 / MG	1888.06	baseline	zero in 2020	\$ 88.50	
September, 2021 - \$2054.63 / MG	2054.63	166.57	8.107%	\$ 88.50	1
August, 2022 - \$2083.48 / MG	2083.48	28.85	1.3847%	\$ 89.73	101.385%
September, 2023 - \$2224.32 / MG	2224.32	140.84	6.3318%	\$ 95.41	107.804%
				TT Proposed \$ 95.40	7.80%