

**VILLAGE OF TARRYTOWN
BOARD OF TRUSTEES
WORK SESSION 6:00 P.M.
WEDNESDAY, MARCH 30, 2022
Tarrytown Village Hall
One Depot Plaza, Tarrytown, New York**

Members of the public may attend in person or remotely. For those members of the public interested in viewing the meeting remotely visit:
<https://www.tarrytownny.gov/home/events/37646> for instructions on how to view via Zoom.

Open Session

1. Board of Trustees Concerns
2. Request for Memorial Day Parade – Central Veterans Committee
3. Grant Writers
4. Pay Rates – Camp, Pool and Fitness Center
5. Arbor Day Resolution
6. Hudson River Kayak Outfitters Contract for Tarrytown Lakes
7. Memorandum of Understanding – Westchester Power
8. Sidewalk Music
9. Revised RFP – Kaldenberg Place Mural

Executive Session

- A. Two Part Time and Two Summer Seasonal Employees – Parks Department
- B. Transportation and Mobility Council Appointments

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**CENTRAL VETERANS COMMITTEE
OF THE TARRYTOWNS
PO BOX 814
Sleepy Hollow, NY 10591**

Mayor Karen Brown
1 Depot Plaza
Tarrytown, NY 10591

We are requesting your permission to hold the Memorial Day Parade on Monday, May 30, 2022. The parade line up will be at 8-9 AM on Main Street. The parade starts at 9 AM and will take 45 minutes to get to Patriot's Park for services.
I can be reached at 914-588-7341

Yours Truly,



Robert Moon ✓
Richard Chulla
Joseph Tanzi

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VILLAGE OF TARRYTOWN INTEROFFICE
MEMORANDUM

ARBOR DAY RESOLUTION

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

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

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

WHEREAS, April 2022 is the 150th Anniversary of Arbor Day and the 50th Anniversary of the Arbor Day Foundation, and

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

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

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

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

WHEREAS, the Village of Tarrytown has been recognized as a Tree City USA by the National Arbor Day Foundation for 40 years and the Village desires to continue its tree-planting ways.

NOW THEREFORE, BE IT RESOLVED that the Board of Trustees of the Village of Tarrytown does hereby proclaim Friday, April 29, 2022, as "ARBOR DAY" in the Village of Tarrytown, and urges all citizens to support efforts to care for trees and woodlands in the Village and to support the Village's forestry program.

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

TARRYTOWN LAKES KAYAK RENTALS
LICENSE AGREEMENT

Agreement made this 4th day of March 2019 by and between the Village of Tarrytown, having its offices at One Depot Plaza, Tarrytown, New York 10591, hereinafter referred to as the "Village" and Hudson River Kayak Outfitters, LLC, d.b.a. Hudson River Recreation, P.O. Box 619, Croton-on-Hudson, New York, 10520, hereinafter referred to as the "Contractor."

1. In consideration of payment described in Paragraph 4, the Contractor shall be the exclusive provider of any paddlesports programs from the designated Tarrytown Lakes location on behalf of Tarrytown Parks and Recreation for a period of two (2) years, renewable for a second term of two (2) years, and then renewable for a third term of one (1) year. These renewals are automatic, except as further set forth in the term provisions (Section 9) of this agreement. These programs are to primarily include kayak rentals and instructional programs.
2. Contractor shall also be provided a suitable location outside of the Eastview Pump Station for the placement of a temporary storage facility for the storage of contractor's kayaks and other related equipment. The contractor shall be responsible for all fees associated with the delivery, monthly costs, and pick-up of the portable storage container. The location for the placement of the storage facility is noted on the attached map, which is marked Exhibit A and included herewith and the storage facility shall be placed in such a manner as to reduce the visibility from the public on the pathway adjacent to the Lower Tarrytown Lake and on Neperan Road.
3. Village shall provide a minimum of one (1) portable toilet facility to the site at Village's expense during the entire period that the program which is the subject of this agreement is provided.
4. For work performed under this Agreement, the Village shall receive a license fee as follows to be paid on or before October 15 of the year that the program which is the subject of this agreement is provided.

2019	\$1,600
2020	\$1,700
2021	\$1,800
2022	\$1,900
2023	\$2,000

5. The Village shall be exclusively responsible for the maintenance of the Tarrytown Lakes Park, including but not limited to cutting the grass and trimming shrubbery, and providing restroom facilities

6. Contractor acknowledges that this license agreement provides licensee the opportunity to provide access to the Tarrytown Lakes location strictly for the purposes of paddlesports programs and services including but not limited to that which are the subject of this agreement or are coordinated and operated by Licensee. Licensee shall not have the authority to grant permission to any other party(s) to use the Tarrytown Lakes for kayaking other than for programs sponsored by the "Contractor".

7. The Contractor shall charge the following rates for the paddlesports programs:

<u>Program</u>	<u>Resident Fee</u>
Single Kayak	\$20.00 (1 hour)
Single Kayak	\$30.00 (2 hours)
Double Kayak	\$40.00 (1 hour)
Double Kayak	\$50.00 (2 hours)

Non-Resident fee should add \$5 per hour per session.

Instructional Lessons \$89.00 per person for 2 hours

Resident Season Pass/Single Kayak	\$149.00
Resident Season Pass/Double Kayak	\$199.00
Non-Resident Season Pass/Single Kayak	\$175.00
Non-Resident Season Pass/Double Kayak	\$225.00

Contractor shall place a rate board noting the above rates in a prominent location at the site and on the Contractors website. Any changes to the fee structure shall require prior approval of the Village. In no case shall Contractor charge a fee to non-residents that is less than the fee provided to residents.

8. Contractor shall be entitled to place advertising signage for the services offered adjacent to Neperan Road in a conspicuous location. The signage and the location thereof shall require prior approval from the Village before the sign shall be placed along Neperan Road. In addition, the Village will include the Contactor's services prominently in the seasonal recreation brochure and prominently on the Village's website in an appropriate location.

9. The term of this agreement shall begin on May 15, 2019, and end as specified in the fee schedule. However, the Village or the Contractor may, upon one hundred and twenty (120) days written notice to the other party, terminate this Agreement in whole or in part. If the agreement is terminated, a prorated sum of the license fee will be applicable.

10. The Contractor understands that he/she, as an independent contractor, is not an employee of the Village while rendering the services described in Sections 1 and 2, nor covered under the

Village's personal injury, general liability, Worker's Compensation or retirement benefits. It is further understood that the Contractor holds harmless the Village and its agents from and against any and all liability arising directly out of acts or omissions involved in this scope of work.

- 11. Contractor shall maintain, or cause to be maintained, in full force and effect during the term of this Agreement, at its expense, Workers' Compensation Insurance, public liability insurance covering personal injury and property damage, and other insurance with minimum coverages as listed below. Such policies are to be in the broad form available on usual commercial terms and shall be written by insurers of recognized financial standing satisfactory to the Village who have been fully informed as to the nature of the Work to be performed. Except for Workers' Compensation and professional liability, the Village shall be named as an additional insured on all such policies with the understanding that any obligations imposed upon the insured (including, without limitation, the liability to pay premiums) shall be the sole obligations of Contractor and not those of the Village. Notwithstanding anything to the contrary in this Agreement, Contractor irrevocably waives all claims against the Village for all losses, damages, claims or expenses resulting from risks commercially insurable under the insurance. The provisions of insurance by Contractor shall not in any way limit Contractor's liability under this Agreement.

<u>Type of Coverage</u>	<u>Limits of Coverage</u>
Workers' Compensation	Statutory
Employer's Liability or similar insurance	\$1,000,000 each occurrence
Automobile Liability	\$1,000,000 aggregate
Bodily Injury	\$1,000,000 each occurrence
Property Damage	\$1,000,000 each occurrence
Comprehensive General Liability, including broad form contractual liability, bodily injury, and property damage	\$1,000,000 aggregate \$1,000,000 each occurrence

Contractor shall deliver simultaneously with the execution of this Agreement, certificates of insurance evidencing Contractor's compliance with these requirements.

- 12. Contractor agrees that it will defend, indemnify and hold harmless the Village of Tarrytown or any of its agents, servants and/or employees from any and all suits, claims, actions, or causes of action of every name and description brought against the Village of Tarrytown, its agents, servants and/or employees for or on account of any death, injuries or damage received or sustained by any party or parties as a result of the placement of a temporary storage facility for

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the storage of contractor's kayaks and other related equipment on Village property provided the claims do not arise out of any negligent activities of the Village of Tarrytowns, its agents, servants and/or employees.

13. The contact information for the Contractor is as follows:

Name: Hudson River Recreation
Owners Name: John Clark
Address: PO Box 619, Croton-on-Hudson, NY 10520
Public Phone Number: 914-682-5135
Owners Phone Number: 914-282-1539
Public Email Address: info@kayakhudson.com
Owners Email Address: jclark@kayakhudson.com

AGREED:

Hudson River Kayak Outfitters, LLC

Village Administrator, Village of Tarrytown

This Memorandum of Understanding is entered into by and between:

Sustainable Westchester, Inc, a New York not-for-profit corporation, and
The Village of Tarrytown (The Municipality), a local government member of Sustainable Westchester, Inc.

1. Background:

- a. In February 2015, the New York Public Service Commission issued an Order for Case 14-M-0564 as follows: “The Petition of Sustainable Westchester is granted to the extent that its municipal members are authorized to undertake a Community Choice Aggregation demonstration project consistent with the discussion in the body of this Order...”
- b. The PSC subsequently issued an Order for Case 14-M-0224 which authorized Community Choice Aggregation (“CCA”) throughout New York State (the “PSC CCA Order”).
- c. Sustainable Westchester’s Pilot CCA Program (“Sustainable Westchester Pilot CCA Program”) enrolled customers from an initial group of 20 participating municipalities in April 2016. Since then, Sustainable Westchester has enrolled one additional and three other municipalities have obtained permission from the PSC to participate.
- d. For municipalities in the Con Edison utility territory, the Sustainable Westchester Pilot CCA Program will conclude on December 31, 2018.
- e. In compliance with the PSC CCA Order, **The Municipality** has adopted local legislation to enable Community Choice Aggregation .
- f. As a member of Sustainable Westchester in good standing, **The Municipality** wishes to engage the services of Sustainable Westchester as the Program Manager for Community Choice Aggregation for the Operation and Maintenance of the Program.

2. Definitions:

- a. **Bundled Customers** – Residential and Small Commercial customers of electricity or natural gas (“fuels”) who are purchasing the fuels from the Distribution Utility.
- b. **Community Choice Aggregation Program or CCA Program or Program**– A municipal energy procurement program, which replaces the incumbent utility as the default Supplier for all Bundled Customers within the Participating Municipality, as defined in the PSC CCA Order.
- c. **Competitive Supplier:** An entity duly authorized to conduct business in the State of New York as an energy service company (ESCO) that procures electric power for Bundled Customers in connection with this CCA Program.
- d. **Compliant Bid:** Electric power supply bid from a Competitive Supplier that meets the requirements specified in this MOU and the ESA. Compliant Bid price must be inclusive of fees owed to Program Manager and be less than:
 - i. Residential accounts: 8.26 cents/kwh
 - ii. Small commercial accounts: 9.06 cents/kwh
- e. **Electric Service Agreement (ESA):** an agreement which implements a CCA Program and contains all the terms and conditions of the program.
- f. **2016 ESA:** The ESA which implemented the Sustainable Westchester Pilot CCA Program during the period from April 2016 to December 31, 2018.

- g. **2019 ESA:** The ESA which will implement Sustainable Westchester CCA Program commencing January 1, 2019 for the Con Ed service territory (attached as Exhibit 1).
 - h. **Credit Review:** An assessment of the creditworthiness of the Competitive Supplier or adequate documentation of alternative credit arrangement that is at least as secure as a credit-worthy Competitive Supplier
 - i. **Distribution Utility:** Owner or controller of the means of distribution of the natural gas or electricity that is regulated by the Public Service Commission in the Participating Municipality.
 - j. **Participating Municipality:** A dues-paying municipal member of Sustainable Westchester Inc, which has adopted the applicable local legislation for the Community Choice Aggregation Program.
 - k. **Program Manager:** Sustainable Westchester, Inc, a non-profit corporation of which the Participating Municipality is a member, authorized by the Public Service Commission per Order for Case 14-M-0564 “to undertake a Community Choice Aggregation demonstration project.”
 - l. **Public Service Commission:** The New York State Public Service Commission or the New York State Department of Public Service acting as staff on behalf of the Public Service Commission (PSC).
3. **Purpose:** The purpose of the Memorandum of Understanding is as follows:
- a. To establish participation by **The Municipality (hereafter, the “Participating Municipality”)** in a Community Choice (Energy) Aggregation Program (hereafter, the “Program”) to be managed on its behalf by **Sustainable Westchester, Inc (hereafter, the “Program Manager”)**, under 2019 ESA which shall have substantially the same terms as those outlined in the attached 2019 ESA Template (Exhibit 1). The 2019 ESA Template tracks as closely as possible to the 2016 ESA in its content, with only minor changes to enable administrative streamlining and additional renewable energy options.
 - b. To affirm that the Participating Municipality and Program Manager agree to execute the 2019 ESA, subject to the conditions of review and approval outlined below.
 - c. To affirm that the Participating Municipality and Program Manager agree to adhere to the terms and conditions of the 2019 ESA in the event they execute it.
4. **Roles and responsibilities of the Program Manager:** As Program Manager, Sustainable Westchester Inc agrees to perform all duties required in the 2019 ESA and, prior to execution of that agreement, Program Manager agrees to:
- a. Provide the involved agencies and parties to the PSC CCA Order, such as but not limited to the Public Service Commission or Distribution Utility, requested information about and documentation of the actions undertaken by the Participating Municipality in furtherance of enabling participation in the Program;
 - b. Manage the energy procurement bidding process including:
 - i. the identification and notification of potential firms seeking to be the Competitive Supplier,
 - ii. the Request for Proposals process from preparation of the content to the publication of the Request and management of firms responding to the Request,
 - iii. the preparation of the Electric Service Agreement that will be included in the Request,

- iv. the acceptance and secure opening of the responses to the Request, and
 - v. the organizing of Credit Review and bid evaluation,
- all in a manner that is transparent to the Participating Municipality and firms seeking to be the Competitive Supplier;
- c. Sign the 2019 ESA in a timely fashion subject to the conditions that:
 - i. the Competitive Supplier is deemed creditworthy for the duration of the Electric Service Agreement by the Credit Review, or
 - ii. the Competitive Supplier arranges alternative credit terms that are, at a minimum, as secure as those achieved with a creditworthy Supplier as deemed by the Credit Review, and, in either case
 - iii. the Competitive Supplier’s response to the Energy Procurement Request for Proposals is deemed a Compliant Bid as defined in Section 2, above, through the bid evaluation stipulated in 4.b.v., above.; and
 - d. Fulfill any other responsibilities as may reasonably adhere to facilitating the implementation of the Program, subject to the Program Manager’s inherent and original role as an organization driven by the deliberated priorities of its constituent member municipalities.

5. Roles and responsibilities of the Participating Municipality: As a Participating Municipality, the Municipality agrees to:

- a. Sign the Electric Service Agreement in a timely fashion subject to the conditions that:
 - i. the Competitive Supplier is deemed creditworthy for the duration of the Electric Service Agreement by the Credit Review, or
 - ii. the Competitive Supplier arranges alternative credit terms that are, at a minimum, as secure as those achieved with a creditworthy Competitive Supplier as deemed by the Credit Review, and, in either case
 - iii. such Competitive Supplier’s response to the Energy Procurement Request for Proposals is deemed a Compliant Bid as defined in Section 2, above, through the bid evaluation process stipulated in 4.b.v., above.

6. Term: Memorandum of Understanding shall expire on the earlier of November 30, 2018 or the date on which the Electric Service Agreement is signed by all three counterparties to the Electric Service Agreement.

7. IN WITNESSETH WHEREOF, the parties hereto have signed this MEMORANDUM OF UNDERSTANDING on the day and year appearing below their respective signatures.

Village/Town/City of Tarrytown
 Authorized Official: Richard Slingerland
 Signature Printed Name and Title: Richard Slingerland, Village Administrator
 Address: 1 Depot Plaza, Village Hall, Tarrytown, NY 10591
 Telephone(s): 914-631-1785
 E-Mail Address: rslingerland@tarrytowngov.com
 Address for Notices: * same as above.

Sustainable Westchester Inc
Authorized Official: _____

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Community Choice Aggregation Memorandum of Understanding – Con Ed (accept changes July 30, 2018)

Signature Printed Name and Title:

Address: _____

Telephone(s): _____

E-Mail Address: _____

Address for Notices:

Attachments:

Exhibit 1, Electric Service Agreement

Board of Trustees
Village of Tarrytown
Regular Meeting No. 19
August 20, 2018
8:00 p.m.

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

ABSENT: Trustee Zollo

WESTCHESTER POWER – SUSTAINABLE WESTCHESTER PROGRAM (CCA)

Trustee McGovern moved, seconded by Trustee Brown, and unanimously carried, that the following resolution be approved: Approved: 6-0

WHEREAS, on February 26, 2015, the Public Service Commission of the State of New York approved implementation of the first community choice aggregation (“CCA”) pilot program in New York State, which allows Sustainable Westchester to put out for bid the total amount of natural gas or electricity being purchased by local residents or small businesses; and

WHEREAS, the program is intended to provide consumers with the ability to lower their overall energy costs; and

WHEREAS, the potential benefits of CCA programs include price stability for a fixed contract term, lower prices, more favorable contract terms, and the ability to design a program that reflects local preferences and needs, including a preference for cleaner power sources; and

WHEREAS, the Westchester pilot program, which included residential and small non-residential customers, will conclude on December 31, 2018; and

WHEREAS, Sustainable Westchester, Inc. will issue a request for proposals to suppliers to provide energy to participants and will then award a contract; and

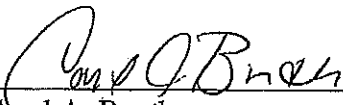
NOW, THEREFORE, BE IT RESOLVED, that the Village of Tarrytown shall enter into an agreement to participate in a Sustainable Westchester program for its residents and business consumers who are not currently purchasing electricity from an energy service company (ESCO), only if: 1) the default price is guaranteed to be consistently less than the utility price for the same period; or 2) the default price is fixed at a level that is less than the average utility price for the same commodity, for the same customer class, over the preceding twelve month period; or 3) the default price is at first set at a level that is less than the average utility price for electricity, for the same customer class, over the preceding twelve month period, and only floats

upward by less than twenty-five percent (25%) of the price increases implemented by the utilities; and

BE IT FURTHER RESOLVED that based upon the text and prior interpretations of the General Municipal Law ("GML"), a municipality may participate in a Community Choice Aggregation ("CCA") program without undertaking the referendum requirement of GML §360, which applies only to the construction, leasing, purchasing, acquisition, use or ownership of a "public utility service" as defined in the GML.

BE IT FURTHER RESOLVED that the Village Administrator of the Village of Tarrytown is hereby authorized to execute any and all documents to give effect to this resolution.

I, Carol A. Booth, the undersigned Village Clerk, do hereby certify that the above is a true and correct excerpt of the minutes of the August 20, 2018 Board of Trustees Regular Meeting.



Carol A. Booth
Village Clerk

Dated: August 28, 2018

Official Seal

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Village of Tarrytown, NY
Wednesday, March 23, 2022

Chapter 247. Sidewalk Cafes, Vending and Musicians

Article III. Sidewalk Musicians

[Adopted 9-4-2012 by L.L. No. 6-2012^[1]]

[1] *Editor's Note: This local law also revised the name of this chapter from "Sidewalk Cafes and Vending" to "Sidewalk Cafes, Vending and Musicians."*

§ 247-16. Intent.

The sidewalk musician regulations as established in this article are designed to allow for sidewalk musicians on public property on the terms and conditions as specified in this article and to promote and protect the public health, safety and general welfare. These general goals include, among others, the following specific purposes:

- A. To allow for sidewalk musicians in a specified area of Main Street and to establish regulations for such musicians so that the public can enjoy the music and the music does not negatively impact the residents on Main Street who reside above the commercial establishments on the first floor.
- B. To promote sidewalk musicians as an amenity to the restaurants and other businesses on Main Street and throughout the Village.
- C. To preserve and enhance the character of the Restricted Retail (RR) District.

§ 247-17. Definitions.

For the purpose of this article, the following terms shall have the following meanings:

SIDEWALK

Any area between the curblin and a structure, whether publicly or privately owned, which is used by the public or open to use by the public.

SIDEWALK MUSICIAN

One person playing a musical instrument without amplification on the sidewalk.

§ 247-18. Permit required; terms and conditions.

- A. No person shall play a musical instrument on Village sidewalks except upon the granting of a revocable permit therefor by the Village Administrator pursuant to this article and in accordance with the terms and conditions of such permit.
- B. The Village Administrator is hereby authorized to grant revocable permits for the use of the sidewalks for the playing of musical instruments upon the following terms and conditions:
 - (1) The permit and regulated activity shall be valid only during a single calendar year. All permits, regardless of when issued, shall expire on December 31 and shall be renewed each year thereafter on application of the applicant.
 - (2) The permitted activity shall be conducted only on Main Street between Broadway and Baylis Court.

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- (3) The permitted activity shall only be conducted on Fridays, Saturdays, Sundays and holidays during the period from April 1 through October 31 between the hours of 5:00 p.m. and 9:00 p.m.
 - (4) Only four sidewalk musician permits shall be issued by the Village Administrator for a calendar year. For the purposes of this article, four sidewalk permits shall mean that only four sidewalk musicians shall be allowed to play musical instruments on the street. Permits and the locations occupied by sidewalk musicians shall be determined on a first come, first served basis.
 - (5) There shall be no more than two sidewalk musicians per block (same side of street) and the sidewalk musicians shall be at least 100 yards apart, regardless of the side of the street on which the sidewalk musician is located.
 - (6) A sidewalk musician may play a nonamplified musical instrument and may sing along with the playing of the instrument. Two or more musicians shall not be permitted to play musical instruments or sing in a single location pursuant to this article.
 - (7) Drums shall not be permitted pursuant to this article.
 - (8) The applicant shall have the consent of the owner of the property and the proprietor of the business, if different than the owner, of the premises in front of which the permit activity is to be conducted.
 - (9) The sidewalk musician shall place a chair or stand next to the structure and shall not sit or stand next to the curb or obstruct in any way pedestrians walking on the street. The sidewalk musician shall not obstruct ingress or egress to the door of the business in front of which the permit activity is to be conducted.
 - (10) The sidewalk musician shall not solicit, in any form, payment, tips or donations for his or her performance, including the placement of any type of container or other device on the sidewalk or in the vicinity of the sidewalk musician for the deposit of tips, donations or payments.
 - (11) The applicant shall agree, on a form approved by the Village Attorney, to indemnify and save harmless the Village of Tarrytown, its officers, agents and employees from and against any claim of loss, liability or damage by any person arising as a result of the applicant's playing of a musical instrument on the sidewalk.

§ 247-19. Application for permit.

- A. Application for a permit pursuant to this article shall be made at least 14 days prior to the intended date(s) of the playing of a musical instrument on a form designated by the Village Administrator. Such form shall contain at least the following information:
 - (1) The name and address of the applicant.
 - (2) The proposed site for the activity.
 - (3) The printed name, address and signature of the owner of the property.
 - (4) The printed name, address and signature of the proprietor of the business in front of which the permit activity is to be conducted.
- B. The application shall be accompanied by an application fee as set forth by resolution of the Board of Trustees in the Master Fee Schedule, which may be amended from time to time.^[1]

[1] *Editor's Note: The Master Fee Schedule is available for review in the Village offices.*

§ 247-20. Determination on application.

The Village Administrator shall grant or deny an application for a permit pursuant to this article within 14 days of its complete submission.

§ 247-21. Notice of violation; denial, revocation or suspension of permit; sanctions.

Upon a finding by a Village Code Enforcement Officer that the applicant has violated any provision of this article or the terms and conditions of the permit, the Code Enforcement Officer shall give notice to the applicant to correct such violation or cease such practice within 24 hours. If the applicant fails to comply with such notice, the Code Enforcement Officer may suspend the permit for a period not in excess of 30 days, during which time the applicant shall be entitled to a hearing before the Village Administrator, at which the applicant may be represented by counsel, to present evidence in his or her behalf and confront the evidence against him or her. If, upon considering the evidence presented at the hearing, the Village Administrator adheres to the finding, the Village Administrator may reinstate the permit with additional conditions related to the violation or improper practice which has been found or revoke the permit and forfeit the applicant's cash deposit.

§ 247-22. Reservation of rights.

Neither the adoption of this article nor the granting of any permit pursuant hereto shall be construed as a waiver of any right, privilege or immunity of the Village of Tarrytown with respect to streets and sidewalks, whether express or implied.

§ 247-23. Penalties for offenses.

Any person who shall violate any of the provisions of this article shall be liable to prosecution in the Village Justice Court and may, upon conviction thereof, be liable to a fine that shall not exceed \$500, imprisonment for not more than 15 days for each such offense, or both such fine and imprisonment.

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Village of Tarrytown, NY
Wednesday, March 23, 2022

Chapter 215. Noise

§ 215-2. Unlawful acts.

[Amended 8-16-1993 by L.L. No. 6-1993]

It shall be unlawful for any person to make, continue or cause to be made or continued any of the following acts producing audible sound which are hereby declared to be loud, disturbing and unnecessary noise in violation of this chapter. The unnecessary noises listed below shall not be subject to the maximum sound pressure levels included in § 215-3 hereinbelow, nor shall these acts be considered an exhaustive list, but the occurrence thereof shall be considered a violation of this chapter.

- A. Horns: the sounding of any horn on any automobile, motorcycle or other vehicle, other than an emergency vehicle, on any street or public place, except as a danger warning.
- B. Radios, television, electronic sound-reproduction devices, etc.: the using, operating or permitting to be played, used or operated any radio receiving set, musical instrument or instruments, phonograph or other machine or device for the producing or reproducing of sound in such a manner as to disturb the peace, quiet and comfort of the neighboring inhabitants or at any time with louder volume than is necessary for convenient hearing for the person or persons who are voluntary listeners thereto. The operating of any such set, instrument, phonograph or device between the hours of 12:00 midnight and 7:00 a.m. in such manner as to be plainly audible on adjacent properties shall be prima facie evidence of violation of this section.
- C. Loudspeakers; amplifiers for advertising: the using, operating or permitting to be played, used or operated of any radio receiving set, musical instrument, phonograph, loudspeaker, sound amplifier or other machine or device for the producing or reproducing of sound which is cast upon the public street for the purpose of commercial advertising or attracting the attention of the public to any building or structure.
- D. Yelling, shouting, etc.: yelling, shouting, hooting, whistling or singing on the public streets or any public place, particularly between the hours of 11:00 p.m. and 7:00 a.m., or at any time or place so as to annoy or disturb the quiet, comfort or repose of persons in the vicinity.
- E. Deliveries and pickups: the making of deliveries of supplies or merchandise of any store or other place of business between the hours of 9:00 p.m. and 7:00 a.m., Monday through Saturday, and all day Sunday, except in cases of emergencies.
[Amended 6-22-1998 by L.L. No. 7-1998; 11-3-2008 by L.L. No. 17-2008]
- F. It shall be unlawful for any person to sound, or allow to be sounded, any vehicle alarm for any reason other than an emergency, on any vehicle parked on any street or public place within the Village of Tarrytown. For the purpose of this Code, the registered owner of the vehicle shall be deemed the person responsible for any violation involving an unoccupied vehicle. More than two instances of an alarm sounding on the same vehicle for any cause other than an emergency within an eight-hour period shall authorize the towing of the offending vehicle, at the owner's expense, from any public area or area accessible to the public.
[Added 6-22-1998 by L.L. No. 7-1998]
- G. The use or operation or allowing the use or operation of any radio, tape player, disc player or other electronic sound reproduction device located within a motor vehicle being operated or parked on any public street or place accessible to the public, in such a manner as to disturb the peace and repose of persons in their homes, businesses or on the streets, or at any time with louder volume than is necessary for convenient hearing of the person or persons who are voluntary listeners within the vehicle. The operation of any such radio or electronic sound reproduction device within a motor vehicle in such a

manner as to be audible to those outside the vehicle at a distance of 25 feet or more from the source, as best that point can be estimated without the use of any distance measuring device, regardless of the time of day, shall be prima facie evidence of a violation of this section.

[Added 6-22-1998 by L.L. No. 7-1998]

H. Commercial equipment.

[Added 6-22-1998 by L.L. No. 7-1998; amended 4-16-2018 by L.L. No. 4-2018]

- (1) The operation of any machinery, commercial motor vehicle, truck refrigeration unit, generator, equipment, pump, exhaust fan, attic fan, air-conditioning apparatus or snow plow, in such a manner as to annoy person(s) in any dwelling after the hour of 9:00 p.m. and before the hour of 8:00 a.m. on any weekday and before 10:00 a.m. and after 5:00 p.m. Saturdays, Sundays and legal holidays.
- (2) During the period of a Village-declared snow emergency or within 24 hours of a snowfall, snow plows on public and private property, including parking lots, shall be exempt from this section. Municipal vehicles shall be exempt from this section at all times.

Memo to Board of Trustees

Subject: RFP for call for artists
Date: March 23, 2022
From: Joyce Lannert, Chair, Placemaking Committee

The Placemaking Committee is requesting that the BOT consider its request to provide a mural on the wall of Taste of China, Kaldenberg Street.

Regarding the placement on Kaldenberg - one of the purposes of the original proposal, as approved by the BOT in August, 2020, was to "... support and sustain Tarrytown's business community". This is why we specifically concentrated on its commercial area downtown, to help encourage and sustain tourism. That particular wall is immediately visible as one enters Main Street and will be an important anchor for the downtown.

In response to my discussion with Effie regarding the first RFP proposal submitted to you, the theme was still to be "welcome to Tarrytown" – but not necessarily within the confines of a postcard format. The suggestion was that we leave the actual rendering more open to an artist's interpretation.

At our Placemaking Committee meeting on 3/8/22 I shared the Board's comments on our original proposal. And we set up two sub-committees to investigate two other locations for Placemaking - the Village Hall/station area and Sarah Michaels Park - both were on our radar, but now we're moving forward to define projects.

As for the Kaldenberg mural, there is still strong support for that project. And, to my surprise, two far more art-knowledgeable members of the Committee agreed that the "tree" would not pose a problem for an artist!

The economics remain the same - we have a private commitment of \$2,500 and plan to raise a matching amount of \$2,500 through GoFundMe. We are asking the Village to support the project with a grant of \$5,000 - we expect that \$10,000 will cover the cost of the mural. If it does not, GoFundMe will have to raise a bit more...

So - here is my re-worked RFP:

CALL TO ARTISTS

The Placemaking Committee of the Village of Tarrytown is seeking an artist to undertake a mural for the Village.

The mural is to be painted on the side wall of the restaurant Taste of China, on Kaldenberg Street just off Main Street. The area is approximately 12' wide and 8' high.

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The desired mural would serve as a Welcome to Tarrytown and could incorporate iconic Tarrytown sites, e.g.: Lyndhurst, Sunnyside, the Music Hall, the monument at Patriots' Park, the Tappan Zee Bridge and Pierson Park. Under the Welcome to Tarrytown theme it could also represent other interpretations of who we are and what makes Tarrytown a special place to live.

Interested artists should have experience doing outdoor murals and should submit a rendering of their interpretation of this theme, the proposed timing, and the cost and send it to Rich Slingerland, Tarrytown Village Manager, rslingerland@tarrytowngov.com .