

**VILLAGE OF TARRYTOWN
BOARD OF TRUSTEES
WORK SESSION 6:00 P.M.
WEDNESDAY, DECEMBER 15, 2021**

Pursuant to the end of the State of Emergency pertaining to COVID-19, all meetings will now be in person.

Meeting Live-Stream: <https://www.tarrytowngov.com/home/events/37396>

Open Session

1. Board of Trustees Concerns
2. 24 Park Avenue – Curb Cut Request
3. LWRP Update
4. Discussion – Spanish Language Translations for Village Communications
5. Proposed Village Code Amendment – Benedict Avenue/Highland Avenue/Prospect Avenue – No Right Turn on Red
6. Assistance to Firefighters Grant
7. TEAC Request for Textile Recycling Bin
8. IMA – Tarrytown to Act as Lead Grant Applicant for DEC's Grant for Multi-Municipal Recycling App
9. 14 No. Broadway/12 Hamilton Place/18 Hamilton Place – Declaration of Restrictive Covenants – Parking; Affordable Housing
10. Safety at West End of Benedict Avenue
11. Update – TEAC to be on BOT 12/20/21 Agenda for Annual Report to Board

Executive Session

- A. Police Employees

2

Kathy Deufemia

From: Dan Pennella
Sent: Friday, December 10, 2021 8:41 AM
To: Kathy Deufemia
Subject: FW: 24 Park Avenue - Patel Residence - Curb Cut

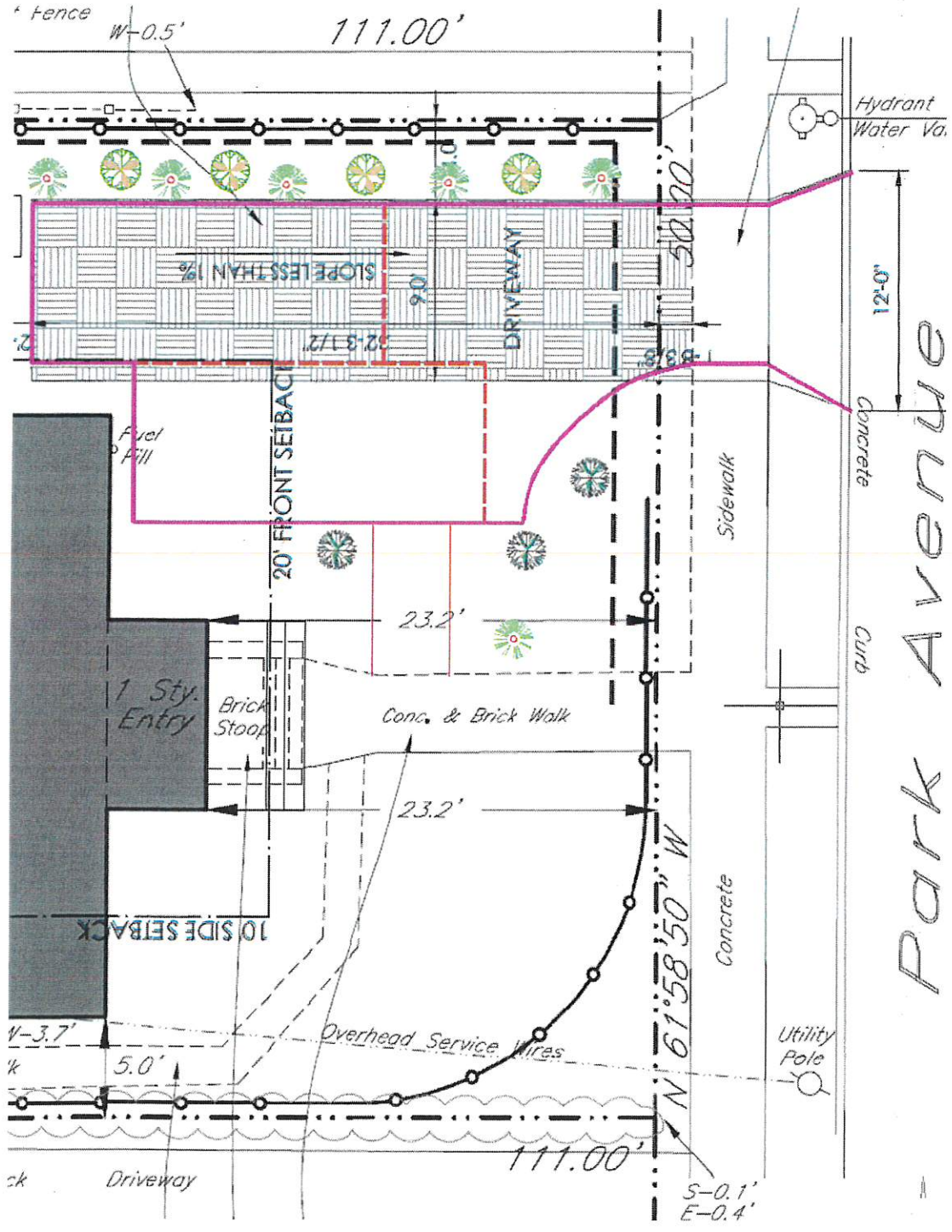
From: Dan Pennella
Sent: Thursday, December 9, 2021 4:33 PM
To: Amanda Linhart <amandalinhart@gmail.com>
Cc: Liz Meszaros <lmeszaros@tarrytowngov.com>
Subject: RE: 24 Park Avenue - Patel Residence - Curb Cut

Amanda,

As proposed by only creating one off-street parking space the BOT may have difficulty with an approval since there is not benefit to the neighborhood. If your client is amenable to the attached layout you would gain two compliant spaces and a benefit to the area. This scenario while eliminating one street parking space the creation of the two spaces yields a net increase of one space and a benefit. The code allows for a reduction in width to 8 feet x 18 feet as long as its approved by the Planning Board similar to what has been shown below. You can work out the specifics later. For now you may want to have a layout handy for the BOT as an alternate in case they are inclined not to approve the one space layout.

Dan

2



Park Avenue



VILLAGE OF TARRYTOWN - INTEROFFICE MEMORANDUM

BUILDING ▪ ENGINEERING ▪ PLANNING ▪ ZONING ▪ ARB

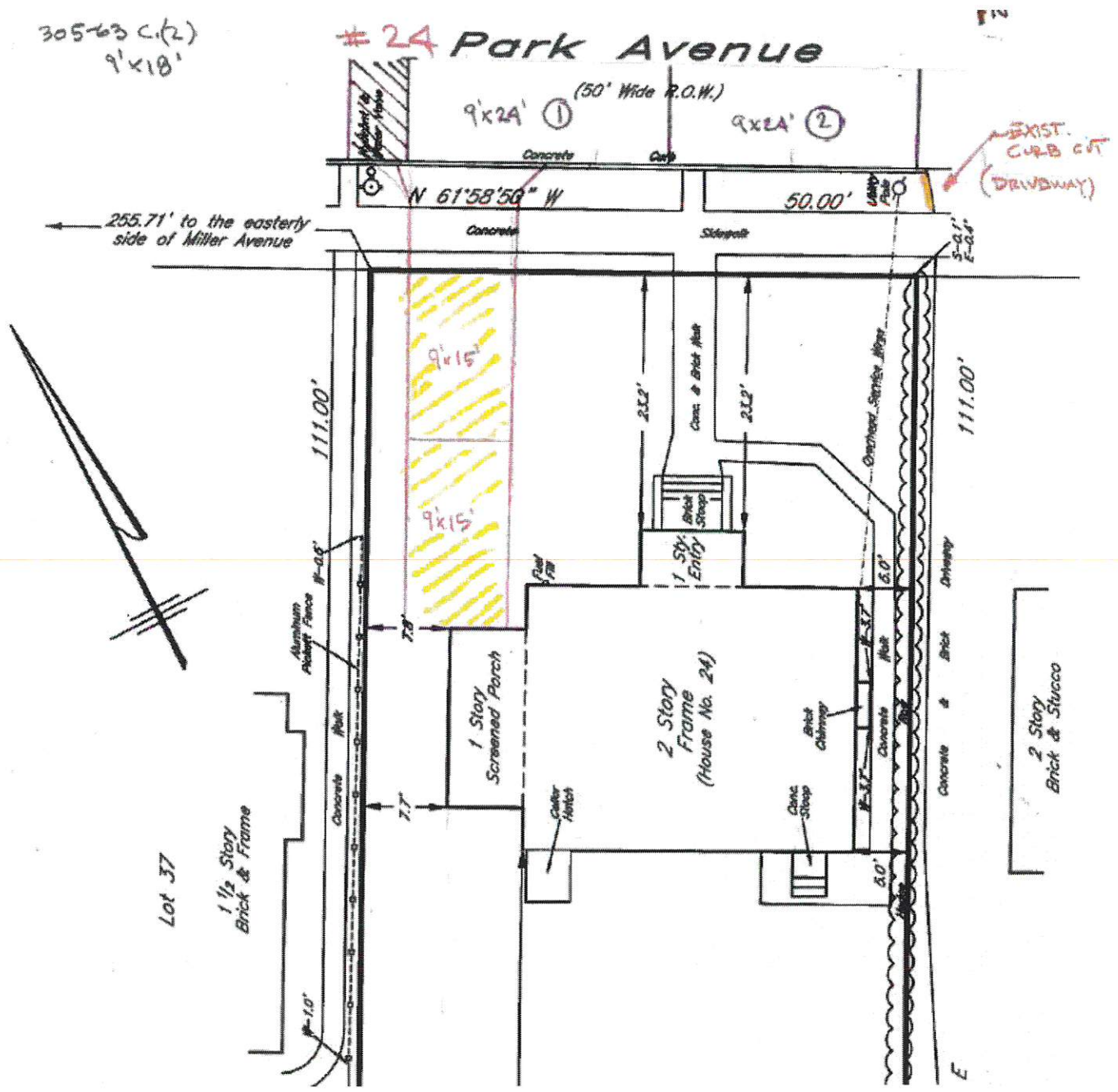
TO: Mayor Butler and Board of Trustees
FROM: Donato R. Pennella, P.E., Village Engineer
RE: **24 Park Avenue – Creation of off-street parking**
Building Permit Application: 2021-10405
DATE: **November 22, 2021**

The above referenced site and building permit application was issued a denial letter last revised, on November 22, 2021 attached, for a rear addition and creation of off-street parking spaces. This application requires approval from the following respective land use boards; Planning Board, Zoning Board of Appeals and Architectural Review Board for the proposed parking shown on the attached plans. In addition, the application was been referred to the Board of Trustees for the modifications to the public parking between 16 and 24 Park Avenue. The plans as presented show a new curb at the north-west corner of the property adjacent to the existing fire hydrant. This modification to the Village's concrete curb will eliminate one parking stall in the "blue" permit parking zone as shown on the attached plan. It will potentially generate two off-street parking spaces for the residence of 24 Park Avenue but will be undersized and not in compliance with Village standards of 9ftx18ft. Prior to obtaining approval from the land use boards consideration from the Board of Trustees is required.



2

24 Park Avenue – Creation of off-street parking
 Building Permit Application: 2021-10405
 November 22, 2021



c: Richard Slingerland, Village Administrator
 Lou Martirano, Superintendent of Public Works
 Members of the Planning & Zoning Board



VILLAGE OF TARRYTOWN

BUILDING DEPARTMENT

ENGINEERING • PLANNING • ZONING • ARB

One Depot Plaza, Tarrytown, New York 10591-3199

Telephone (914) 631-3668 Fax (914) 631-1571

www.tarrytowngov.com

~~October 7, 2021~~

~~October 20, 2021~~

November 22, 2021

Mitul Patel
24 Park Ave
Tarrytown, NY 10591

RE: Building Permit Application 2021-10405:
Site Plan Application No. 2021-0258, Zoning Application No. 2021-0251
Two story rear of building addition and new off-street parking
Parcel Id: 1.100-68-6

LETTER OF PERMIT DENIAL

PLEASE TAKE NOTICE that your application for a building permit with plans received on September 17, 2021, resubmitted on October 20, 2021 by your design professional, and site plan application submission dated November 1, 2021 as prepared by Amanda Linhart, R.A. for a two-story 900 SF rear building addition and a new driveway for off-street parking on a 5,550 SF lot in the **R-7.5 Zoning District** in the Village of Tarrytown, has been denied due to the required Land Use Board approvals listed below: The revised denial letter is based on the updated property survey.

- **Planning Board: §305-132. A. (1). Uses subject to site plan review.**

(1) The erection, enlargement, rehabilitation, conversion, change of use that requires an increase in the minimum off-street parking requirements, change of occupancy or reuse of all buildings including new homes and additions to existing homes where the proposed addition increases the footprint of the existing home by **25%** or more or results in a **square footage** or FAR increase **of 50% or more**. The Planning Board shall have the authority to review and approve site plans upon those proposed lots which it deems appropriate in the interest of the general welfare and to minimize any potential adverse impact. **The proposed increase of the footprint is 425 SF or 47% from the existing 903 square feet and 820 SF or 46% increase of gross S.F. over the existing 1,625 SF.**

- **Board of Trustees:** Approval from the BOT is required since the proposed application proposes to create a new driveway curb cut within the right-of way. This proposal reduces the number of available parking spaces between the adjacent driveways of 16 and 26 Park Avenue.

- **Architectural Review Board:** Section §9-4 A. (1) Referral of applicants for building permit requires that approval from the Architectural Review Board be obtained prior to the issuance of a building permit where; Rehabilitation of buildings that involves replacement or introduction to new exterior features (including but not limited to, windows, doors, shutters, siding, garage doors and roofing) that are not of the same kind and style as the existing building, and which are visible from a public street, you may proceed with the submission of an application and provide the required documentation per §9-3.

2

November 22, 2021

October 7, 2021

24 Park Avenue

- **Zoning Board: §305-18. Residential R-7.5 Zone:** The following required variances are required to be obtained from the Zoning Board of Appeals:

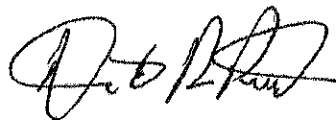
Code Section: Residential R-7.5 Zone	Required	Proposed	Existing	Variance Required
§305-63 C. (3)(a) Parking in a front yard. 305 Attach. 5 Col. 11.	20 feet	0 feet	-	14 feet
§305-63 C. (3)(a) Parking in a side yard. 305 Attach. 5 Col. 12.	10 feet	4 feet	-	6 feet
§305-63 C. (3) (a) Driveway in side-yard lot line.	5 feet	4 feet	-	1 foot
§305-21: Attachment 5 column 12, Min. Ea. Side Yard – West	12 feet	7.7 feet	7.7 feet	4.3 feet
§305-21: Attachment 5 column 12, Min. Ea. Side Yard – East	10 feet	5 feet	5 feet	5 feet
§305-21: Attachment 5 column 13, Min. 2 Side Yards	22 feet	12.7 feet	-	9.3 feet
§305-25 Maximum floor area Table 2, FAR = 0.4300	2,365 SF. Permitted	2,445 SF.	1,630 SF.	80 SF (3.3%)

Please revise your plans to fully comply with the section(s) of the Zoning Code referenced above. Alternatively, in accordance with Zoning Code § 305-109 and 305-118 and NY Village Law § 7-712-a, you may submit an application to the Village of Tarrytown Zoning Board of Appeals within 60 days of the date of this letter seeking (1) to appeal this interpretation of the application and/or (2) seek variances from the provision(s) of the Code referenced above.

You may proceed with the submission of the applications to the respective Boards and provide the required documentation per §305-134 to the Planning Board, §305-118 to the Zoning Board and §9-3 to the Architectural Review Boards.

Should you have any questions, please feel free to contact me.

Very truly yours,



Donato R. Pennella, P.E.
Village Engineer/Building Inspector

- cc: Via email
 Feliciano Valvano, Building Inspector
 Katherine Zalantis, Attorney for the Planning Board
 Robert Galvin, Village Planner
 Liz Meszaros, Secretary to Planning and Zoning
 Christie Tomm Addona, Attorney for the Zoning Board of Appeals
 Carla Sapienza, Secretary to the Architectural Review Board

2

Kathy Deufemia

From: Amanda Linhart <amandalinhart@gmail.com>
Sent: Thursday, December 9, 2021 12:51 PM
To: Dan Pennella
Cc: Richard Slingerland; Liz Meszaros; Louis Martirano; Kathy Deufemia; Mitul & Michele Patel
Subject: Re: 24 Park Avenue - Patel Residence - Curb Cut
Attachments: A-003.00.pdf; A-101.00.pdf

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

Dear Dan,

Thank you for your response and I sincerely apologize. In the flurry of revising the site plan to correspond to the new survey, I failed to translate the fact that we shaved 2 feet off of the one story addition on the West side of the structure in order to make the driveway longer. I again apologize, but if you cross reference the other drawings submitted with the drawings for the revised letter of denial - particularly sheets A003.00 and A101.00, you will see that the former setback from the corner of the house to the one story sun porch was 3'-11 1/2" and we increased that setback to 5'-11 1/2". This would change the length of the driveway to 32' 3-1/2" NOT including the 2 foot offset from the building. If we bring the driveway now up to the face of the building, the driveway would be 34'-3 1/2" long.

I do realize that this does not help us still interpret the driveway as 2 spaces since we are not reaching 36 feet without encroaching on the right of way, however. I just wanted to clarify that and make sure the Board knows that.

Just as an FYI - the Patels only own one car now - it is an SUV and the length of their existing car is 16' 11 1/3" - so roughly 17 feet.

Thank you again for your detailed review of the proposal and your sketch!

Most Sincerely,
Amanda Linhart

On Thu, Dec 9, 2021 at 10:28 AM Dan Pennella <DPennella@tarrytowngov.com> wrote:

Amanda:

The BOT is reviewing your request for impacts to public parking on Park Avenue. I am aware of the new survey which prompted the second revised letter, attached. While the site has 36 feet from the building face to the edge of the sidewalk where the parking will be created you are encroaching into the right of way by 1.67 feet thereby, limiting the length of the parking to 32.3 feet. This includes a 2 feet offset from the structure. Code section 305-63C.(2.) specifies parking units for single family residences which must be 18 feet long hence, only one space can be allocated to off-street parking.

Dan

2

GENERAL NOTES

LEGEND

- AREA OF NO WORK
- AREA OF NEW ADDITION
- AREA OF EXISTING OR REVISION

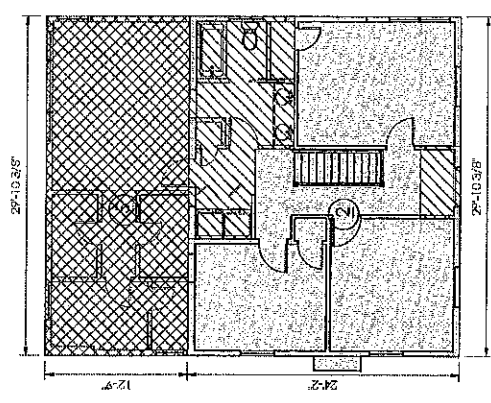
A.J. design
ARCHITECTS - LANDSCAPE ARCHITECTS
24 PARK AVENUE, 2ND FLOOR, NEW YORK, NY 10017
TEL: (212) 692-1234 FAX: (212) 692-1235
WWW.AJDESIGN.COM

PATEL
RESIDENCE

24 PARK AVENUE
MANHATTAN, NEW YORK 10017

CONSTRUCTION DOCUMENTS
DATE: 08/15/18
BY: [Signature]
CHECKED BY: [Signature]
SCALE: AS SHOWN

PROJECT NO: A-003.00



② SECOND FLOOR

CALCULATIONS worksheet

EXISTING FOOTPRINT
 1 12'-0" X 36'-0" = 432 SF
 2 24'-2" X 24'-0" = 581 SF
 3 12'-0" X 12'-0" = 144 SF
 4 12'-0" X 12'-0" = 144 SF
 TOTAL = 1299 SF

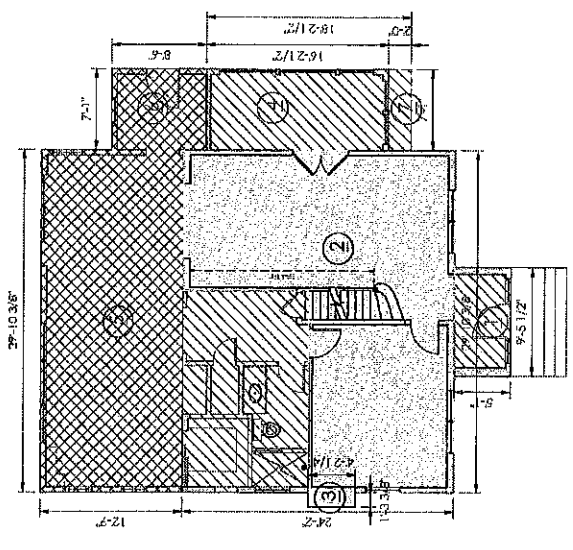
PROPOSED ADDITIONS
 5 12'-0" X 36'-0" = 432 SF
 6 24'-2" X 24'-0" = 581 SF
 7 12'-0" X 12'-0" = 144 SF
 TOTAL = 1157 SF

NET FOOTPRINT = 1299 SF - 1157 SF = 142 SF

PROPOSED DECREASE
 8 12'-0" X 12'-0" = 144 SF
 9 12'-0" X 12'-0" = 144 SF
 TOTAL = 288 SF

NET FOOTPRINT = 142 SF + 288 SF = 430 SF

PERMITTED FOOTPRINT = 430 SF



① FIRST FLOOR

ZONING TABULATION	ALLOWED/REQ'D	EXISTING	PROPOSED	VARIANCE
MAXIMUM FLOOR AREA	800 SF	1299 SF	1299 SF	NO CHANGE
MAXIMUM HEIGHT	4 STORIES	4 STORIES	4 STORIES	NO CHANGE
MAXIMUM SETBACK	5 FT	5 FT	5 FT	NO CHANGE
MAXIMUM LOT COVERAGE	25%	25%	25%	NO CHANGE
MAXIMUM LOT AREA	10,000 SF	10,000 SF	10,000 SF	NO CHANGE
MAXIMUM NUMBER OF UNITS	10	10	10	NO CHANGE
MAXIMUM NUMBER OF PARKING SPACES	10	10	10	NO CHANGE
MAXIMUM NUMBER OF DRIVEWAYS	10	10	10	NO CHANGE
MAXIMUM NUMBER OF DRIVEWAYS PER 100 SF OF FLOOR AREA	10	10	10	NO CHANGE
MAXIMUM NUMBER OF DRIVEWAYS PER 100 SF OF LOT AREA	10	10	10	NO CHANGE
MAXIMUM NUMBER OF DRIVEWAYS PER 100 SF OF LOT AREA (MAXIMUM)	10	10	10	NO CHANGE
MAXIMUM NUMBER OF DRIVEWAYS PER 100 SF OF LOT AREA (MINIMUM)	10	10	10	NO CHANGE
MAXIMUM NUMBER OF DRIVEWAYS PER 100 SF OF LOT AREA (TYPICAL)	10	10	10	NO CHANGE
MAXIMUM NUMBER OF DRIVEWAYS PER 100 SF OF LOT AREA (MINIMUM)	10	10	10	NO CHANGE
MAXIMUM NUMBER OF DRIVEWAYS PER 100 SF OF LOT AREA (TYPICAL)	10	10	10	NO CHANGE
MAXIMUM NUMBER OF DRIVEWAYS PER 100 SF OF LOT AREA (MAXIMUM)	10	10	10	NO CHANGE

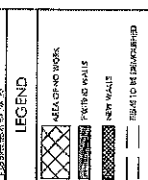
* UNRESERVED LOT PER TABLE SECTION 240.25

GENERAL NOTES

1. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL BUILDING CODE (IBC) AND THE NATIONAL FIRE PROTECTION ASSOCIATION (NFPA) CODES.
2. ALL MATERIALS SHALL BE APPROVED BY THE ARCHITECT AND SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS.
3. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AUTHORITIES.
5. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.
6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AUTHORITIES.
7. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.
8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AUTHORITIES.
9. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.
10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AUTHORITIES.

LEGEND

- EXISTING WORK
- NEW WALL
- NEW WARE
- ITEM TO BE DEMOLISHED



PATEL RESIDENCE

1700 WEST 10TH STREET, VANCOUVER, BC

CONSTRUCTION DOCUMENTS

DATE: 10/15/2023

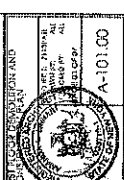
PROJECT: PATEL RESIDENCE

SCALE: AS SHOWN

CONSTRUCTION PLAN

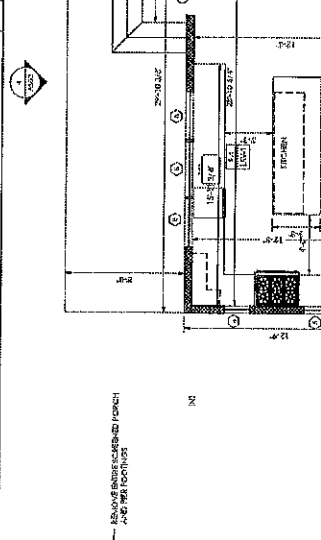
1/4" = 1'-0"

2



WINDOW SCHEDULE

NO.	SIZE	TYPE	LOCATION	REMARKS
1	12'-0" x 12'-0"	DOUBLE GLAZED	LIVING ROOM	VIEW TO BACKYARD
2	12'-0" x 12'-0"	DOUBLE GLAZED	DINING ROOM	VIEW TO BACKYARD
3	12'-0" x 12'-0"	DOUBLE GLAZED	KITCHEN	VIEW TO BACKYARD
4	12'-0" x 12'-0"	DOUBLE GLAZED	BEDROOM	VIEW TO BACKYARD
5	12'-0" x 12'-0"	DOUBLE GLAZED	BATH	VIEW TO BACKYARD
6	12'-0" x 12'-0"	DOUBLE GLAZED	PORCH	VIEW TO BACKYARD
7	12'-0" x 12'-0"	DOUBLE GLAZED	REAR PORCH	VIEW TO BACKYARD
8	12'-0" x 12'-0"	DOUBLE GLAZED	PORCH	VIEW TO BACKYARD
9	12'-0" x 12'-0"	DOUBLE GLAZED	PORCH	VIEW TO BACKYARD
10	12'-0" x 12'-0"	DOUBLE GLAZED	PORCH	VIEW TO BACKYARD
11	12'-0" x 12'-0"	DOUBLE GLAZED	PORCH	VIEW TO BACKYARD
12	12'-0" x 12'-0"	DOUBLE GLAZED	PORCH	VIEW TO BACKYARD
13	12'-0" x 12'-0"	DOUBLE GLAZED	PORCH	VIEW TO BACKYARD
14	12'-0" x 12'-0"	DOUBLE GLAZED	PORCH	VIEW TO BACKYARD
15	12'-0" x 12'-0"	DOUBLE GLAZED	PORCH	VIEW TO BACKYARD

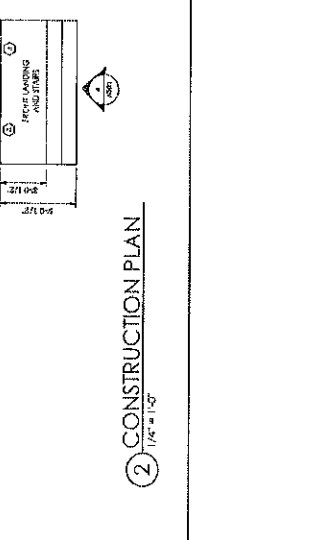


DOOR SCHEDULE

NO.	TYPE	SIZE	LOCATION	REMARKS
1	INTERIOR	3'-0" x 7'-0"	LIVING ROOM	NEW DOOR
2	INTERIOR	3'-0" x 7'-0"	DINING ROOM	NEW DOOR
3	INTERIOR	3'-0" x 7'-0"	KITCHEN	NEW DOOR
4	INTERIOR	3'-0" x 7'-0"	BEDROOM	NEW DOOR
5	INTERIOR	3'-0" x 7'-0"	BATH	NEW DOOR
6	EXTERIOR	3'-0" x 7'-0"	PORCH	NEW DOOR
7	EXTERIOR	3'-0" x 7'-0"	PORCH	NEW DOOR
8	EXTERIOR	3'-0" x 7'-0"	PORCH	NEW DOOR
9	EXTERIOR	3'-0" x 7'-0"	PORCH	NEW DOOR
10	EXTERIOR	3'-0" x 7'-0"	PORCH	NEW DOOR
11	EXTERIOR	3'-0" x 7'-0"	PORCH	NEW DOOR
12	EXTERIOR	3'-0" x 7'-0"	PORCH	NEW DOOR
13	EXTERIOR	3'-0" x 7'-0"	PORCH	NEW DOOR
14	EXTERIOR	3'-0" x 7'-0"	PORCH	NEW DOOR
15	EXTERIOR	3'-0" x 7'-0"	PORCH	NEW DOOR

PLUMBING SCHEDULE

NO.	TYPE	LOCATION	REMARKS
1	TOILET	BATH	NEW TOILET
2	SINK	KITCHEN	NEW SINK
3	SINK	BATH	NEW SINK
4	SHOWER	BATH	NEW SHOWER
5	TUB	BATH	NEW TUB
6	WATER HEATER	PORCH	NEW WATER HEATER
7	WATER HEATER	PORCH	NEW WATER HEATER
8	WATER HEATER	PORCH	NEW WATER HEATER
9	WATER HEATER	PORCH	NEW WATER HEATER
10	WATER HEATER	PORCH	NEW WATER HEATER
11	WATER HEATER	PORCH	NEW WATER HEATER
12	WATER HEATER	PORCH	NEW WATER HEATER
13	WATER HEATER	PORCH	NEW WATER HEATER
14	WATER HEATER	PORCH	NEW WATER HEATER
15	WATER HEATER	PORCH	NEW WATER HEATER



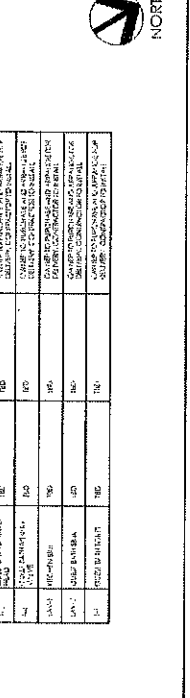
1 DEMOLITION PLAN

1/4" = 1'-0"

2 CONSTRUCTION PLAN

1/4" = 1'-0"

2





2

Kathy Deufemia

From: Amanda Linhart <amandalinhart@gmail.com>
Sent: Wednesday, December 8, 2021 11:45 AM
To: Dan Pennella
Cc: Richard Slingerland; Liz Meszaros; Louis Martirano; Kathy Deufemia; Mitul & Michele Patel
Subject: Re: 24 Park Avenue - Patel Residence - Curb Cut
Attachments: A-002.00.pdf; 55908.pdf; Nearby Parking.pdf

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

Dear all:

Today I submitted additional materials to be included in our application to the Board of Trustees. Attached are the additional materials I submitted.

I would like to point out one potentially confusing element included in the very informative diagram in the Interoffice Memorandum: the spaces marked on the driveway diagram show a dimension of 9'x15'. However, with the new survey (updated from the one the diagram was drawn on), we actually have a 32'-3-1/2" long driveway to the property line. So, each parking space in the driveway would measure 9' x 16'. (see sheet A002.00)

Also, please note that there is an additional 2'-0" from the top of the driveway to the house, which we are keeping as a planting buffer, and there is an additional 1'-8" from the property line to the sidewalk. So, in essence, there is 36 feet from the front of the house to the sidewalk.

Please see the attached survey (that was submitted), the revised site plan on top of the new survey as well.

In addition, I am including pictures of nearby houses that have a similar condition of parking in the front yard.

- 71 Miller has a front yard driveway with no garage
- 42 independence has a front yard driveway with a garage with carriage doors
- 15 independence and 29 independence both have driveways that extend past the front of the house, but the driveway narrows at the side yard to less than 9 feet
- 16 Park has a driveway that extends past the house, but there is a gate to restrict passage at the front of the house

I have also included two examples of houses with hydrants next to the driveway apron

- 93 Miller
- the house at the bend of Glen and Miller.

Thank you very much for considering this information as part of your decision. I will be in attendance at the work session on 12/15 if there are further questions.

Very Truly yours,
Amanda Linhart, Architect

On Tue, Nov 23, 2021 at 9:09 AM Dan Pennella <DPennella@tarrytowngov.com> wrote:

Rich,

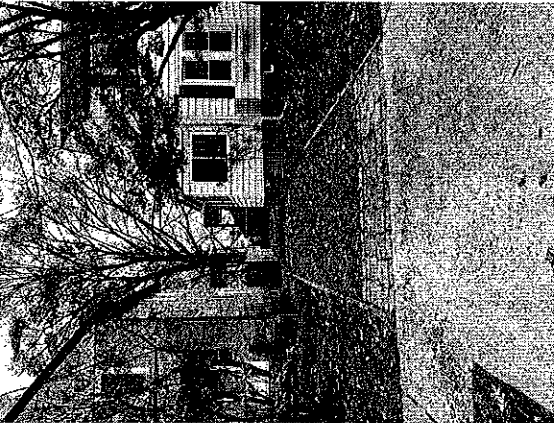
2

At the November 22, 2021 Planning Board meeting the application for a rear addition, new curb cut and parking area was presented by Amada Linhart, project architect. The public hearing was also opened to public comments and adjourned until the applicant obtains approval from the BOT & ZBA. Approval from the Board of Trustees is required for the curb cut and elimination of one street parking space. Attached is my review memorandum for the Boards consideration. Please add this item on the next available BOT agenda if the applicant submits the required documentation for the BOT's consideration.

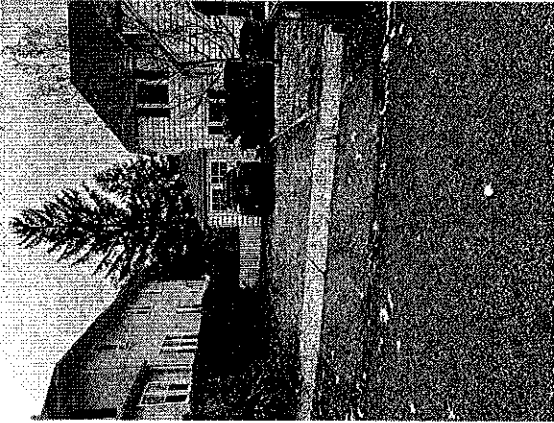
Thank you.

Dan

Amanda L. Linhart, AIA
Registered Architect / Principal
ALL Design Architecture, PLLC
4 Pokahoe Drive
Sleepy Hollow, New York 10591
Tel: 917.796.1032
www.alldesign.com



15 Independence

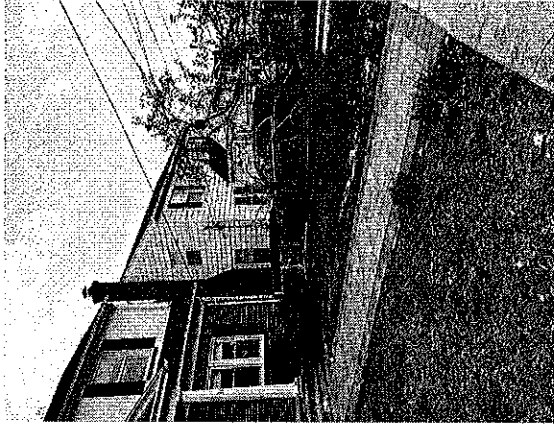


42 Independence

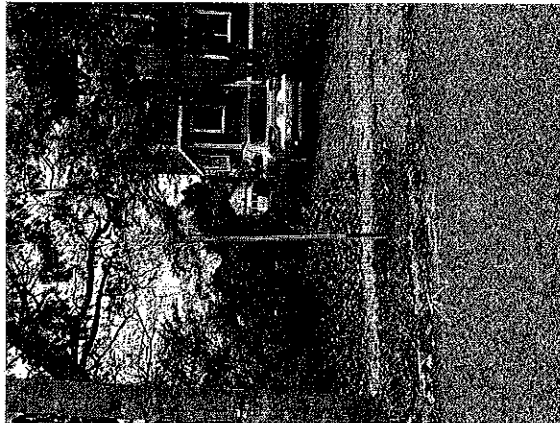


71 Miller

Nearby Parking Examples



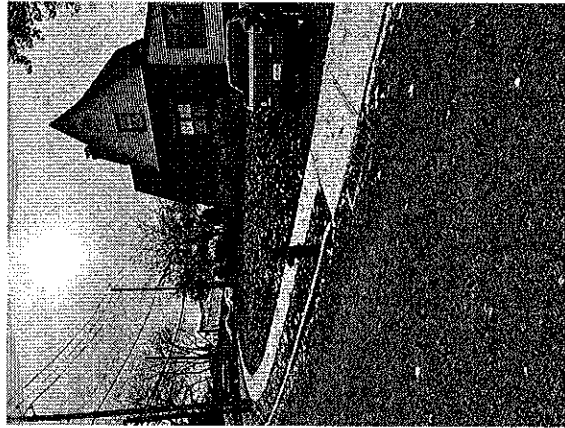
16 Park



29 Independence



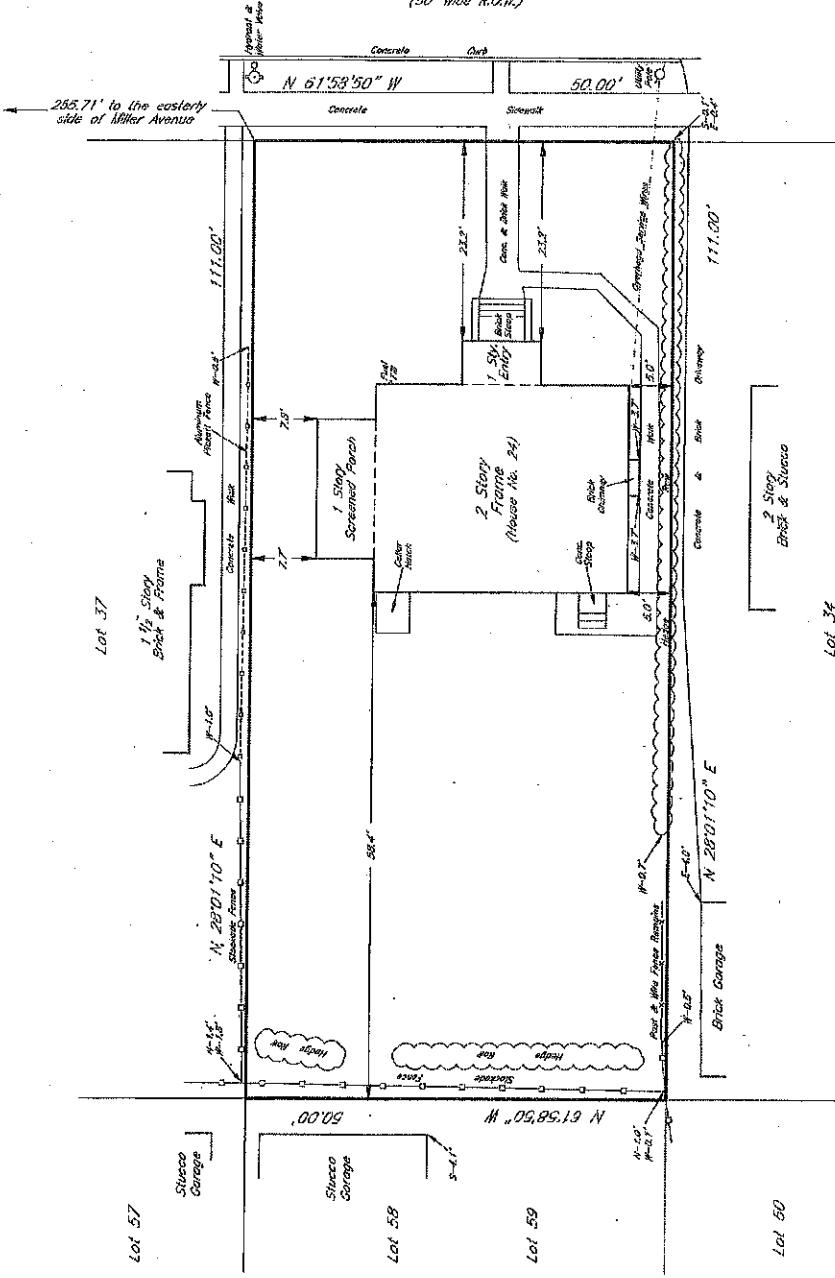
93 Miller Hydrant



Hydrant and Storm drain at Glen & Miller

2

Park Avenue (50' Wide R.O.W.)



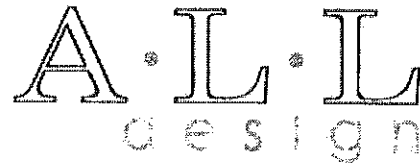
Survey of Property
prepared for
Mitul Patel & Michele Mosa Patel
in the Village of
Tarrytown

Town of Greenburgh
Westchester County, N.Y.
Scale 1"=10'
Oct. 27, 2021

The premises being Lot Nos. 38 & 39 as shown on a map entitled "Block 100
1324 at County Clerk's Office, dated Sept. 2, 1924 and filed Sept. 4,
1924 as County Clerk's Map No. 4162.

Marcus & Marcus Surveyors, Inc.
75 Monmouth Avenue
White Plains, N.Y. 10601

Existing Building Coverage = 14.2%
Lot area = 2,800 sq. ft. 0.1274 acre
Subsurface structures and other encroachments, if any exist, are not shown herein.
Discrepancies between the dimensions of the adjacent lots and the dimensions of the adjacent lots are shown in red.
Only copies of the original survey marked with the land surveyor's seal or enclosed
certification licensed person shall be considered valid.
This survey was prepared in accordance with the
existing code of practice for land surveys adopted by the New York State Association of
Professional Land Surveyors and is subject to the provisions of the laws of the State of
New York and the regulations of the Board of Regents of the University of the State of
New York. THIS SURVEY IS NOT TO BE USED FOR ANY OTHER PURPOSES.
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November 15, 2021

Mayor Thomas Butler
And the Board of Trustees
Village of Tarrytown
One Depot Plaza
Tarrytown, NY 10591

RECEIVED
NOV 15 2021
TARRYTOWN VILLAGE ADMINISTRATOR

Dear Mr Mayor and the Board of Trustees,

ALL Design Architecture, PLLC is applying to the Village of Tarrytown, New York for a permit to build a new driveway and curb cut for a residence located at 24 Park Ave (S/B/L – 1.100-68-6).

Michele and Mitul Patel purchased this property in May of 2021 and are in the process of applying for permits to renovate and expand the house for their growing family and extended family to live. They have an infant son who was born this summer and Mitul's parents will be living with them as well. The house will be expanded to accommodate a full in-law suite on the ground floor, a large kitchen and dining room for family gatherings and a new master suite on the second floor.

The existing house also lacks a driveway. Since we are expanding the house, we see it as a major benefit to provide off street parking for this residence – not only for their convenience, but also for the convenience of the neighbors to not have multiple new cars parked in the street.

A driveway also provides a safer access to the house for children and older adults. And, in the case of snow emergencies, a driveway will aid in the clearing of the streets and for the family, will help them store their cars out of the way, but in close proximity to the house in the case of a snow emergency.

Providing off-street parking will take care of the parking and loading requirement for this residence in the R-7.5 zone. The width of the driveway we are proposing is 9'-0" wide. We are designing the driveway as a single car-width front-to back driveway to accommodate 2 cars. The curb cut at the street will accommodate the driveway apron and will measure 12 feet in length.

One very important feature to note is that there is a fire hydrant located directly at the corner of the property along the street. The apron of the driveway will be adjacent to

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the fire hydrant. The law in New York state requires parking to be no closer than 15 feet to the hydrant. Therefore, the curb cut we are proposing does not eliminate any street parking at all.

We believe our proposal for a new driveway and curb cut will be a benefit to the neighborhood and will be in keeping aesthetically with other homes on the street.

Thank you for considering this request. Please call or email if any additional information is needed. You can reach me at amandalinhart@gmail.com or 917-796-1032.

Sincerely,



Amanda L. Linhart, RA OBO Michele and Mitul Patel



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Tarrytown Police Department
Memorandum

To: Chief Barbelet
From: Lt. Gregory Budnar
Date: November 22, 2021
RE: Village Code Amendment
Benedict Avenue (Right Turn on Red)

Currently the Village Code does not address the "no turn on red" signage at the 4-way intersection of Highland Avenue at Benedict Avenue. This intersection is regulated with "no turn on red" signs for two directions of traffic. One direction being Benedict Avenue westbound @ Highland Avenue and one direction being Prospect Avenue northbound at Benedict Avenue. At the request of the Transportation Council the intersection should be regulated with no right turn on red in all (4) directions. The reason for this change is to increase vehicular and pedestrian safety while reducing the potential for motor vehicle accidents. The following code should be put into place to accommodate this request (new language in underlined Bold Italic print);

§ 291-71. Schedule VI: Prohibited Turns at Intersections.

A. In accordance with the provisions of § 291-9, no person shall make a turn of the kind designated below at any of the following locations:

Name of Street	Direction of Travel	Prohibited Turn	Hours / Days	At Intersection of
<u>Benedict Av</u>	<u>East</u>	<u>Right on Red</u>	<u>All</u>	<u>Prospect Av</u>
<u>Benedict Av</u>	<u>West</u>	<u>Right on Red</u>	<u>All</u>	<u>Highland Av</u>
<u>Highland Avenue</u>	<u>South</u>	<u>Right on Red</u>	<u>All</u>	<u>Benedict Av</u>
<u>Prospect Av</u>	<u>North</u>	<u>Right on Red</u>	<u>All</u>	<u>Benedict Av</u>



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Kathy Deufemia

From: Richard Slingerland
Sent: Tuesday, December 7, 2021 6:27 PM
To: Kathy Deufemia
Cc: Alissa Fasman
Subject: textile recycling

Some information about textile recycling.

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

From: Rachel Tieger <rtieger50@gmail.com>
Sent: Sunday, November 14, 2021 3:23 PM
To: Richard Slingerland <rslingerland@tarrytowngov.com>
Cc: Dean Gallea <d.gallea@ieee.org>
Subject: Re: trash and recycle decals

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

Hi again Rich.

On a related note, TEAC volunteers (organized by Cathy R) have been sorting trash, recycles and composting in Patriots Park at all 3 waste stations at the end of the market day the last 2 Saturdays and we will do it again next week. Please let Anthony to let his team know that the recyclables are sorted and should be taken separately. I have seen them mix everything together which I imagine they threw away (although the staff member said they would be sorted later 😊) because they were contaminated.

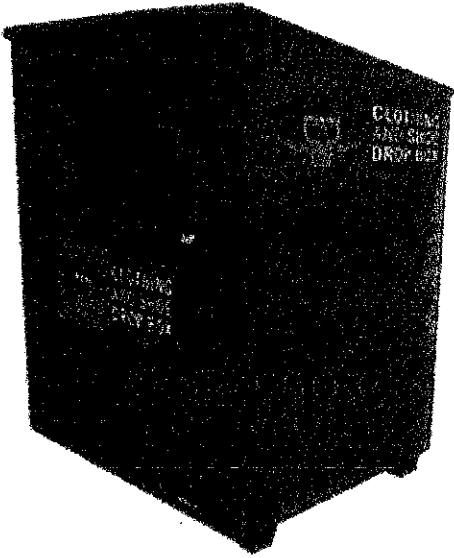
And on another related note, we would like to revisit the possibility of installing a permanent textile donation box in the Village. We propose that it is placed at the compost drop-off area. It is a large metal green box which will be well marked in English and Spanish. The TaSH will help promote the box since Green Tree is one of our Nonprofit partners.

Below is an article and info sheet on textile recycling along with an image of the box (but I will request that Spanish lettering is added) and the link to the nonprofit organization, Green Tree Textile Recycling, for you to share with the Board.

[BASICS OF TEXTILE RECYCLING](#)

[GREEN TREE TEXTILE RECYCLING](#)

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Please let me know if you need any more information.

Thanks again!
Rachel
914.202.5470

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INTERMUNICIPAL AGREEMENT (IMA) FOR THE YEAR 2021

SHARED SERVICE IMA – NYS DEC GRANT FOR “RECYCLING APP”

BETWEEN THE FOLLOWING MUNICIPALITIES:

1. City of New Rochelle
2. Town of Cortlandt
3. Town of Greenburgh
4. Town of Harrison
5. Town of Ossining
6. Village of Ardsley
7. Village of Bronxville
8. Village of Elmsford
9. Village of Hastings on Hudson
10. Village of Irvington
11. Village of Mamaroneck
12. Village of Pelham
13. Village of Tarrytown
14. Village of Tuckahoe

SHARED SERVICE IMA – NYS DEC GRANT FOR RECYCLING “APP”

THIS AGREEMENT made effective January 1, 2021, through December 31, 2021, by and between the Village of Tarrytown, a municipal corporation organized and existing under the laws of the State of New York, located at One Depot Plaza, Tarrytown, NY 10591 (“TARRYTOWN”) and by and between the following list of municipalities, having places of business at the following locations:

1. City of New Rochelle, City Hall, 515 North Avenue, New Rochelle, NY 10801
2. Town of Cortlandt, 1 Heady St., Cortlandt Manor, NY 10567
3. Town of Greenburgh, 177 Hillside Avenue, Greenburgh, NY 10607
4. Town of Harrison, 1 Heineman Place, Harrison, NY 10528
5. Town of Ossining, 16 Croton Avenue, Ossining, NY 10562
6. Village of Ardsley, 507 Ashford Avenue, Ardsley NY 10502
7. Village of Bronxville, 200 Pondfield Road, Bronxville, NY 10708
8. Village of Elmsford, 15 S. Stone Avenue, Elmsford, NY 10523
9. Village of Hastings on Hudson, 7 Maple Avenue, Hastings-on-Hudson, NY 10706
10. Village of Irvington, 85 Main Street, Irvington, NY 10533
11. Village of Mamaroneck, 123 Mamaroneck Avenue, Mamaroneck, NY 10543
12. Village of Pelham, 195 Sparks Avenue, Pelham, NY 10803
13. Village of Tarrytown, 1 Depot Plaza, Tarrytown, NY 10591
14. Village of Tuckahoe, 65 Main Street, Tuckahoe, NY 10707

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WITNESSETH

WHEREAS, Article 5-G of the General Municipal Law of the State of New York authorizes municipal corporations of the State to enter into agreements for the performance among themselves or one for the other of their respective functions, powers and duties on a cooperative or contract basis or for the provisions of services; and

WHEREAS, TARRYTOWN agreed to act as the lead entity on behalf of a group of municipalities in Westchester County, and applied for a multi-municipal grant to the New York State DEC for a shared “recycling app” and the municipalities (collectively the “Parties) have recognized the need to undertake efforts designed to increase sustainability of natural resources and encourage progress toward the goal of improving efforts to recycle municipal waste; and

WHEREAS, the Parties acknowledge that the recycling waste stream of commingled glass, metal and plastic, as well as paper and cardboard pulp, among other resources jointly recycled by communities in Westchester County make up a majority of the waste stream and if such materials are handled properly and treated as materials can be among the heaviest components of municipal trash sent to landfills or incinerators, and

WHEREAS, the Parties understand that recyclable materials are assets and resources that can be secured and traded and sold to turn such materials back into goods, reducing the reliance upon landfills and resulting in cleaner soil, water and air; and

WHEREAS, the Parties recognize that an advantage to establishing a standard, common platform for recycling saves money on the development of such “app” or program and results in a more uniform and more effective approach towards recycling for all of the participating municipalities, which this group hopes will expand heading into the future; and

WHEREAS, these fourteen (14) municipalities have determined that cooperating to secure this “recycling app” will result in a more efficient and effective approach, that is recognized, supported and funded by a grant from the NYS DEC to improve recycling efforts by all of the participating municipalities, and these twelve municipalities, the Parties, wish to work together and cooperate in this program through the execution of this Intermunicipal Agreement (“IMA”);

NOW, THEREFORE, the parties hereby agree as follows:

1. Sustainable Westchester (SW) is agreeing to work with a group of fourteen (14) municipalities for the calendar year 2021, in order to procure a shared, common platform “Recycling App” that can be used to answer common questions that residents of all municipalities have for their respective departments of public works, and to request follow-up or corrective services from public works departments, such as to pick up missed recycling collections, or other related questions and municipal services.

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2. The Parties agree that the Village of Tarrytown has been designated the “lead” municipality in the joint recycling grant application to the New York State Department of Environmental conservation (NYS DEC) and TARRYTOWN has been awarded the grant, on behalf of the other municipalities and must take the following steps:
 - a. Tarrytown must execute the recycling grant with the New York State DEC
 - b. All participating municipalities must authorize and execute the IMA, including Tarrytown
 - c. Along with the IMA, all municipalities will also receive invoices as per their agreed upon service contracts signed with SW
 - d. All participating municipalities must forward their payments per the invoice received from SW, to be made payable to the Village of Tarrytown
 - e. Upon receipt of all of the monies on behalf of the participating municipalities, Tarrytown shall make payment on behalf of all of the participating municipalities to Sustainable Westchester, for all work performed during the 1st term of the two-year service contract.
 - f. The rights and privileges of all participating municipalities with SW as the service provider, shall be established, preserved and maintained.
 - g. Upon payment to SW, the Village of Tarrytown shall then apply for and seek reimbursement pursuant to the NYS DEC Recycling Grant, with any and all such funds to be deposited to the dedicated fund established for this purpose.
 - h. Upon receipt of any and all grant reimbursable funds from the NYS DEC Recycling Grant, the Village of Tarrytown shall then process payment through the normal channels for accounts payables, with each participating municipality receiving their proportionate share of the grant funds for this purpose.
3. The term of this IMA will begin immediately and in the future, if renewed by each municipal board, shall coincide with the calendar year, so that its term shall be from January 1 through December 31, to be renewed from year to year.
4. Village of Tarrytown has offered to continue to coordinate as lead applicant for the same DEC grant opportunity assuming its availability. A revised IMA will be prepared by the Village of Tarrytown and sent to all municipalities in that event.
5. This Agreement constitutes the entire agreement and understanding of the parties, and supersedes all offers, negotiations and other agreements. There are no representations or understandings of any kind not set forth herein. Any amendments to this Agreement must be in writing and executed by both parties.
6. Each of the signatories to this Agreement warrants and represents that each has the power and authority to enter into this Agreement and that the Board of Trustees of Tarrytown and



the City Council(s), Town Council(s) and Village Board of Trustees of each respective municipality has authorized execution of this Agreement.

7. All notices required hereunder shall be sent by e-mail, or by US Mail, First Class, or hand delivery, or by facsimile with original copy forwarded by first class mail to the respective parties at the addresses here and above set forth or to such other addresses as each may hereafter designate in writing. Notices shall be addressed, if to TARRYTOWN, to the attention of the Village Administrator, and if to the other municipalities to the attention of their respective officials, listed as follows:
 - a. City of New Rochelle – Office of the City Manager
 - b. Town of Cortlandt – Office of the Town Supervisor
 - c. Town of Greenburgh – Office of the Town Supervisor
 - d. Town of Harrison – Office of the Town Supervisor
 - e. Town of Ossining – Office of the Town Supervisor
 - f. Village of Ardsley – Office of the Village Manager
 - g. Village of Bronxville – Office of the Village Administrator
 - h. Village of Elmsford – Office of the Village Administrator
 - i. Village of Hastings on Hudson – Office of the Village Manager
 - j. Village of Irvington -- Office of the Village Administrator
 - k. Village of Mamaroneck -- Office of the Village Manager
 - l. Village of Pelham -- Office of the Village Administrator
 - m. Village of Tarrytown -- Office of the Village Administrator
 - n. Village of Tuckahoe -- Office of the Village Administrator

**DECLARATION OF RESTRICTIVE COVENANTS
(PARKING)**

THIS DECLARATION OF RESTRICTIVE COVENANTS (this "Declaration") is made as of the _____ day of December 2021 by **LYONSPRIDE 14 N BWAY LLC** (together with its successors and/or assigns, "Declarant"), a New York limited liability company, having an office at c/o LyonsPride Realty, LLC, Attn: David Lyons, 521 Bedford Road, Sleepy Hollow, NY 10591 for the benefit for the **VILLAGE OF TARRYTOWN** (the "Village"), a New York municipal corporation having an office at One Depot Plaza, Tarrytown, NY 10591.

WITNESSETH:

I. Declarant is the current fee owner of the two lots in the Village located at 14 North Broadway/12 Hamilton Place (Sheet 1.80, Block 1, Lot 13) and 18 Hamilton Place (Sheet 1.80, Block 1, Lot 12) and as more particularly described in Schedule "A" attached hereto. which is subject to this Declaration.

II. Declarant has applied for an amended certificate of occupancy with respect to the two lots which comprise the Property.

III. The Village of Tarrytown Zoning Regulations include the provision in § 305-63(C)(1), *inter alia*, that off-street parking spaces required for structures or land uses on two or more adjacent lots may be provided in a single common facility on one or more of said lots, provided that a satisfactory legal instrument assures the continued existence of the parking facility to serve said structures or land uses as long as they may exist.

IV. The Village, as a condition of its issuance of an amended certificate of occupancy, requires that Declarant agree that the restrictions set forth herein shall apply to said Lot 13 and Lot 12 and that Declarant shall file this legal instrument with the Office of the Westchester County Clerk.

NOW THEREFORE, Declarant does hereby declare and agree that the Property shall hereafter be held, sold, transferred, conveyed, leased, and occupied subject to the restrictions, covenants and obligations set forth in this Declaration.

1. Recitals. The recitals set forth above are true and correct and are incorporated into these restrictive covenants.

2. Definitions.

A. "Property" shall mean the real property consisting of two lots in the Village located at 14 North Broadway/12 Hamilton Place (Sheet 1.80, Block 1, Lot 13) and 18 Hamilton Place (Sheet 1.80, Block 1, Lot 12) and as more particularly described in Schedule "A" attached hereto. which is subject to this Declaration.

B. "County" shall mean Westchester County.

C. "Village" shall mean the Village of Tarrytown.

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D. "Declarant" shall mean **LyonsPride 14 N Bway LLC**, including its successors and assigns.

E. "Zoning Regulations" shall mean the Village of Tarrytown Zoning Regulations.

3. Declarant's Authority. Declarant hereby covenants that Declarant is lawfully seized of the Property in fee simple; that the Property is free and clear of all encumbrances that are inconsistent with the terms of this Declaration; that Declarant has good right and lawful authority to make this Declaration; and that Declarant agrees to fully warrant and defend this Declaration against the claims of all persons whomsoever;

4. Declarant's Covenants. Declarant hereby covenants that it shall maintain the two lots which comprise the Property in common ownership to allow the continued use of shared parking on both lots, and that the off-street parking required by applicable provisions of the Zoning Regulations for the structures or land uses on the two lots which comprise the Property shall be provided in the parking areas on the Property which shall be operated as a common parking facility to serve the structures or land uses of Property so long as they may exist. Declaration further covenants that upon the termination of such joint use, each subsequent use of the premises will provide off-street parking facilities for its own use in accordance with all requirements of the application section of the Zoning Regulations.

5. Declarant's Reservation of Rights. Declarant reserves the right to apply to the Zoning Board of Appeals of the Village of Tarrytown and the Village of Tarrytown Planning Board, or such other authorities with jurisdiction, for permission to otherwise comply with any requirement for off-street parking for the Property.

6. Recordation. Declarant shall record this instrument in the Office of the County Clerk, Division of Land Records, County of Westchester, State of New York. Declarant hereby agrees to execute all additional documents as may be necessary to record this Declaration and shall pay all recording costs in connection therewith.

7. Applicable Law. The interpretation and performance of this Declaration shall be governed by the laws of the State of New York.

8. Severability. If any provision of this Declaration or the application of it to any person or circumstance is found to be invalid, the remainder of the provisions of this Declaration and the application of the provisions to persons or circumstances other than those as to which it is found to be invalid, shall not be affected by the invalid provision and shall remain in full force and effect.

9. Captions. The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretation.

[signature on the following page]

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SCHEDULE "A"
PROPERTY DESCRIPTION

*[pull and replace with Schedule A from Title Company
Parcel I and Parcel II]*

**DECLARATION OF RESTRICTIONS
(PARKING)**

by

LYONSPRIDE 14 N BWAY LLC

property located at:

14 North Broadway (and 12 Hamilton Place)

Tarrytown, NY 10591

Section 1.080 Block 41 Lot 13

18 Hamilton Place

Tarrytown, NY 10591

Section 1.080 Block 41 Lot 12

State of New York
County of Westchester
Town of Greenburgh
Village of Tarrytown

Title Company: Benchmark Title Agency LLC

Title No. _____

Date: December __, 2021

Record and return to:

CUTLER MINIKES & ADELMAN LLP

Attn: Richard B. Adelman, Esq.

11 Algonquin Drive

Irvington, NY 10533

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**DECLARATION OF RESTRICTIVE COVENANTS
(AFFORDABLE HOUSING)**

THIS DECLARATION OF RESTRICTIVE COVENANTS (this "Declaration") is made as of the ____ day of December 2021 by **LYONSPRIDE 14 N BWAY LLC** (together with its successors and/or assigns, "Declarant"), a New York limited liability company, having an office at c/o LyonsPride Realty, LLC, Attn: David Lyons, 521 Bedford Road, Sleepy Hollow, NY 10591 for the benefit for the **VILLAGE OF TARRYTOWN** (the "Village"), a New York municipal corporation having an office at One Depot Plaza, Tarrytown, NY 10591, and the **COUNTY OF WESTCHESTER** (the "County"), a New York municipal corporation, having an office and place of business in the Michaelian Office Building, 148 Martine Avenue, White Plains, NY 10601.

WITNESSETH:

I. Declarant is the current fee owner of the two lots in the Village located at 14 North Broadway/12 Hamilton Place (Sheet 1.80, Block 1, Lot 13) and 18 Hamilton Place (Sheet 1.80, Block 1, Lot 12) (collectively, the "Property"). Declarant has applied for an amended certificate of occupancy with respect to the two lots which comprise the Property.

II. The Village, as a condition of its issuance of an amended certificate of occupancy with respect to the Property, and in accordance with land use approvals, requires that the Declarant market one three-bedroom apartment on the 14 North Broadway/12 Hamilton Place property (Sheet 1.80, Block 1, Lot 13) (the "Subject Property") as an affordable apartment in compliance with the Affordable Housing Requirements (as hereinafter defined).

III. The Village, as a condition of its issuance of an amended certificate of occupancy, requires that Declarant agree that the restrictions set forth herein shall apply to said Lot 13 and that Declarant shall file this legal instrument with the Office of the Westchester County Clerk.

NOW THEREFORE, Declarant does hereby declare and agree that the Property shall hereafter be held, sold, transferred, conveyed, leased, and occupied subject to the restrictions, covenants and obligations set forth in this Declaration.

1. Recitals. The recitals set forth above are true and correct and are incorporated into these restrictive covenants.

2. Definitions.

A. "Property", which is the subject of Declarant's application for an amended certificate of occupancy, shall mean the real property consisting of two lots in the Village located at 14 North Broadway/12 Hamilton Place (Sheet 1.80, Block 1, Lot 13) and 18 Hamilton Place (Sheet 1.80, Block 1, Lot 12).

B. "Subject Property", to which this Declaration of Restrictive Covenants (Affordable Housing) shall apply, shall mean the property located at 14 North Broadway/12 Hamilton Place (Sheet 1.80, Block 1, Lot 13) and as more particularly described in Schedule "A" attached hereto, which is subject to this Declaration.

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C. "Affordable Housing Requirements" shall mean the marketing and rental of the Affordable Unit until the expiration of the Term as affordable housing in accordance with Section 305-130 of the Zoning Code of the Village for one (1) household with incomes at or less than 60% of the median income of Westchester County as determined by the U.S. Department of Housing and Urban Development and adjusted by household size in accordance with the Village of Tarrytown's Affordable Housing Requirements, the Westchester County Fair and Affordable Housing Implementation Plan (currently dated August 9, 2010 and the Westchester Affirmative Fair Housing Marketing Plan, including all applicable Federal, State, and local Fair Housing Laws and Regulations.

D. "Affordable Unit" shall mean the ground floor 3-bedroom apartment at 12 Hamilton Place.

E. "AIM" shall mean the Area Median Income as determined by the U.S. Department of Housing & Urban Development and adjusted by household size of Westchester County

F. "Term" shall mean a period of fifty (50) years from the date of the certificate of occupancy for the Affordable Unit.

G. "County" shall mean Westchester County.

H. "Village" shall mean the Village of Tarrytown.

I. "Declarant" shall mean **LyonsPride 14 N Bway LLC**, including its successors and assigns.

J. "Zoning Regulations" shall mean the Village of Tarrytown Zoning Regulations.

3. Affordability; Affirmative Marketing. Until the expiration of the Term, in accordance with the Affordable Housing Requirements, Declarant will market, rent and re-rent the Affordable Unit for the purpose of providing affordable housing. Declarant will rent the Affordable Unit to households as each such household's primary residence for a rental at or below 60% of the AMI. Declarant, its successors and assigns, shall solicit the rental or re-rental of the Property or Unit(s) in accordance with the Affordable Housing Requirements, including Section 305-130(J) of the Zoning Code of the Village.

4. Property Management. Declarant, may, at its election, engage a managing agent to manage the operation of the Subject Property, including the Affordable Unit, or it may self-manage the Subject Property, including the Affordable Unit. In either case, Developer agrees that it and its employees or agents who perform such day-to-day services ("Management Staff") shall read and understand the Fair Housing Act and the County Marketing Plan. Declarant shall ensure that the Affordable Unit complies with Section 305-130 of the Zoning Code of the Village, including but not limited to the occupancy standards outlined in Section 305-130(I), affirmative marketing laws in Section 305-130(J), and the lease renewal requirements and laws in Section 305-130(L). Declarant represents and acknowledges that it has and will employ and train the Management Staff. The Property Management requirements are more specifically detailed in Schedule "C".

5. Deed Restriction re Non-Discrimination. Declaration of Restrictive Covenants. The covenants and restrictions contained herein shall run with the land and bind the Property, and

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shall be enforceable against the owner(s) of the Property, as well as the improvements thereon, and shall inure to the benefit of and be enforceable by the Village until expiration of the Term. In the event of the sale or other transfer of the Subject Property or the Affordable Unit prior to the expiration of the Term, the Declarant and subsequent owners of the Subject Property or any portion thereof including, without limitation, the Affordable Unit, shall cause or require a covenant running with the land to be inserted in the deed for each transfer in substantially the following form:

“ This conveyance is made subject to the obligations and the restrictions set forth in that certain Declaration of Restrictive Covenants (the "Declaration") dated _____ and recorded in the Westchester County Clerk’s Office, Land Records Division under control number _____, including, without limitation, the fair housing and anti-discrimination requirements set forth therein. The Declaration runs with the land and binds the Property, and is enforceable against the Property’s owner, any subsequent owners and all of their respective legal representatives, executors, administrators, heirs, successors, assigns and every holder of any interest in said Property, and each grantee will execute his/her deed of conveyance containing such restriction in order to evidence his/her agreement. The Declaration shall inure to the benefit of and be enforceable by the County and the Village until the expiration of the Term, all as more fully set forth in said Declaration, and may not be altered or removed prior to the expiration of the Term without the written permission of the Village. The Declaration shall survive any foreclosure or the issuance of a deed in lieu of foreclosure and shall not terminate until the expiration of the Term.

“ The Units and their respective operations are subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352 42 U.S.C. 2000d-2000d4 Nondiscrimination in Federally Assisted Programs) and all applicable HUD regulations including, without limitation, the regulations under 24 CFR Part 1. In the event of the sale or other transfer of the Subject Property or the Affordable Unit prior to the expiration of the Term, the Declarant or subsequent purchaser of the Subject Property or the Affordable Unit shall cause or require a covenant running with the land to be inserted in the deed for each transfer prohibiting discrimination upon the basis of race, color, religion, sex, national origin, or any other basis prohibited by law in the sale or in the use or occupancy of such land or any improvements erected thereon, and providing that the Village, the County, and the Declarant are beneficiaries of and entitled to enforce such covenant.”

It is understood and acknowledged that the County and Village maintains a zero tolerance policy prohibiting all forms of harassment or discrimination. This paragraph shall survive any foreclosure or the issuance of a deed in lieu of foreclosure.

6. Legal and Equitable Relief. The injury to the County and the Village arising from material noncompliance with the terms of this Declaration, including, without limitation, compliance with the Affordable Housing Requirements until the expiration of the Term, would be great and the amount of consequential damages would be difficult to ascertain and may not be compensable by money alone. Therefore, in the event of any such non-compliance, which remained uncured for thirty (30) days after service on the Declarant, its successors and assigns, of written notice thereof, the County and Village, at its option, may apply to any state or federal court for: (a) specific performance of this Declaration, including without limitation Schedule “B” hereto; (b) an injunction relief against any noncompliance; and/or (c) any and all appropriate legal and/or

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equitable remedies, including, but not limited to, damages, reasonable attorneys' fees disbursements and court costs in such amounts as shall be allowed by the court. The foregoing notwithstanding, if any such noncompliance cannot be cured within such 30-day period, enforcement thereof shall be stayed for such period of time as the County and Village shall determine necessary to affect such cure provided that the Declarant, its successors and assigns commences such cure within such 30-day period and diligently and continuously prosecuted the same until completion.

7. Enforcement. Westchester County, and the Village of Tarrytown, through its Board of Trustees, their successors and assigns, is the beneficiary of these restrictive covenants and as such, the County and Village may enforce these restrictive covenants by an action at law or in equity against any person or persons, entity or entities, violating or attempting to violate the terms of these restrictions. Any failure of the County or the Village to enforce these restrictive covenants shall not be deemed a waiver of the right to do so thereafter.

8. Village and County Approvals. This Declaration shall not be released, discharged, changed or modified prior to expiration of the Term except by an instrument in writing signed by a duly authorized representative of the Village and the County. It is hereby acknowledged that any request for approval or consent of the County in connection with any section contained herein is subject to the receipt by the Department of Planning of any and all necessary County approvals. It is further acknowledged that in no event, shall any delay or failure of the Westchester County Board of Legislators and/or the Westchester County Board of Acquisition and Contract to appoint or approve any action be deemed to be unreasonable.

9. Declarant Representations and Covenants re Authority. Declarant is a New York limited liability company duly organized under the laws of the State of New York and is qualified to transact business under the laws of the State of New York. Declarant has the power and authority to own its properties and assets and to carry on its business as now being conducted. Declarant has the full legal right, power and authority to execute and deliver this Declaration. Declarant hereby covenants that Declarant is lawfully seized of the Property in fee simple; that the Property is free and clear of all encumbrances that are inconsistent with the terms of this Declaration; that Declarant has good right and lawful authority to make this Declaration; and that Declarant agrees to fully warrant and defend this Declaration against the claims of all persons whomsoever.

10. Recordation. Declarant shall record this instrument in the Office of the County Clerk, Division of Land Records, County of Westchester, State of New York. Declarant hereby agrees to execute all additional documents as may be necessary to record this Declaration and shall pay all recording costs in connection therewith.

11. Applicable Law. The Declarant, its successors and assigns, shall comply, at its own expense, with the provisions of all applicable local, state and federal laws, rules and regulations, including, but not limited to all fair housing laws. The interpretation and performance of this Declaration shall be governed by the laws of the State of New York.

12. Severability. If any provision of this Declaration or the application of it to any person or circumstance is found to be invalid, the remainder of the provisions of this Declaration and the application of the provisions to persons or circumstances other than those as to which it is

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found to be invalid, shall not be affected by the invalid provision and shall remain in full force and effect.

13. Captions. The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretation.

[signature on the following page]

9

IN WITNESS WHEREOF, the undersigned have executed this Declaration of Restrictive Covenants (Affordable Housing) as of December, 2021.

LYONSPRIDE 14 N BWAY LLC

By: _____
David Lyons, Managing Member

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

On the ____ day of December in the year 2021 before me, the undersigned, a notary public in and for said state, personally appeared DAVID LYONS, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

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IN WITNESS WHEREOF, the undersigned have executed this Declaration of Restrictive Covenants (Affordable Housing) as of _____, December, 2021.

COUNTY OF WESTCHESTER

By: _____
Name:
Title:

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

On the ____ day of _____ in the year 2021 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(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

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SCHEDULE "A"
PROPERTY DESCRIPTION

*[pull and replace with Schedule A from Title Company
Parcel I only]*

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SCHEDULE "B"
AFFORDABLE HOUSING MARKETING PLAN

The Declarant shall market the Affordable Unit as an affordable apartment in accordance with the Affordable Housing Requirements.

1. Affordable Housing Agent. The Declarant will cause the Affordable Unit to be marketed from time to time during the Term of the Declaration of Restrictive Covenants (Affordable Housing) to which this Schedule "B" is attached, through the services of an agent qualified to provide marketing services for the Affordable Unit in compliance with the Affordable Housing Requirements. For the initial rental of the Affordable Unit, Declarant has engaged Housing Action Council, Inc. ("HAC") as its agent to perform the marketing services for the Affordable Unit in compliance with the Affordable Housing Requirements. HAC, which has experience in marketing similar developments and is desirous of providing affirmative marketing services in connection with the Subject Property, has provided this Affordable Housing Marketing Plan.

2. Marketing Services. The marketing services to be provide by the agent for the Declarant from time to time during the Term of this Declaration of Restrictive Covenants (Affordable Housing) shall include the following:

- A. Prepare a marketing brochure and application;
- B. Utilize the agent's database of people who have indicated an interest in affordable housing;
- C. Disseminate information through community organizations in Westchester and surrounding counties;
- D. Post on Craigslist and www.nyhousingsearch.gov;
- E. Make best efforts to secure public service announcements on local and regional media; and
- F. Prepare and distribute a press release.
- G. Handle inquiries from prospective renters and their representatives;
- H. Accept applications and enter into a database specially designed for the Subject Property;
- I. Maintain records on its marketing activities;
- J. Participate in meetings and conference calls with the Declarant, Village and Westchester County as requested;
- K. Evaluate marketing efforts and revise as needed; and
- L. Conduct public lottery.

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3. Qualification and Screening Services. The agent will qualify applicants in order of their lottery number. Applications will be reviewed to determine completeness and whether the applicant income qualifies and to screen in accordance with the Declarant's screening criteria.

4. Modification of Affordable Housing Marketing Plan. The marketing services to be provided by the agent for the Declarant pursuant to this Affordable Housing Marketing Plan during the Term of the Declaration of Restrictive Covenants (Affordable Housing) to which this Schedule "B" is attached, shall be subject to change but will at all times remain in compliance with the Affordable Housing Requirements applicable to the Subject Property from time to time.

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**DECLARATION OF RESTRICTIVE COVENANTS
(AFFORDABLE HOUSING)**

by

LYONSPRIDE 14 N BWAY LLC

property located at:

14 North Broadway and 12 Hamilton Place

Tarrytown, NY 10591

Section 1.080 Block 41 Lot 13

State of New York
County of Westchester
Town of Greenburgh
Village of Tarrytown

Title Company: Benchmark Title Agency LLC

Title No. _____

Date: , December , 2021

Record and return to:

CUTLER MINIKES & ADELMAN LLP

Attn: Richard B. Adelman, Esq.

11 Algonquin Drive

Irvington, NY 10533

9

**DECLARATION OF RESTRICTIVE COVENANTS
(AFFORDABLE HOUSING)**

THIS DECLARATION OF RESTRICTIVE COVENANTS (this "Declaration") is made as of the ____ day of December 2021 by **LYONSPRIDE 14 N BWAY LLC** (together with its successors and/or assigns, "Declarant"), a New York limited liability company, having an office at c/o LyonsPride Realty, LLC, Attn: David Lyons, 521 Bedford Road, Sleepy Hollow, NY 10591 for the benefit for the **VILLAGE OF TARRYTOWN** (the "Village"), a New York municipal corporation having an office at One Depot Plaza, Tarrytown, NY 10591, and the **COUNTY OF WESTCHESTER** (the "County"), a New York municipal corporation, having an office and place of business in the Michaelian Office Building, 148 Martine Avenue, White Plains, NY 10601.

WITNESSETH:

I. Declarant is the current fee owner of the two lots in the Village located at 14 North Broadway/12 Hamilton Place (Sheet 1.80, Block 1, Lot 13) and 18 Hamilton Place (Sheet 1.80, Block 1, Lot 12) (collectively, the "Property"). Declarant has applied for an amended certificate of occupancy with respect to the two lots which comprise the Property.

II. The Village, as a condition of its issuance of an amended certificate of occupancy with respect to the Property, and in accordance with land use approvals, requires that the Declarant market one three-bedroom apartment on the 14 North Broadway/12 Hamilton Place property (Sheet 1.80, Block 1, Lot 13) (the "Subject Property") as an affordable apartment in compliance with the Affordable Housing Requirements (as hereinafter defined).

III. The Village, as a condition of its issuance of an amended certificate of occupancy, requires that Declarant agree that the restrictions set forth herein shall apply to said Lot 13 and that Declarant shall file this legal instrument with the Office of the Westchester County Clerk.

NOW THEREFORE, Declarant does hereby declare and agree that the Property shall hereafter be held, sold, transferred, conveyed, leased, and occupied subject to the restrictions, covenants and obligations set forth in this Declaration.

1. Recitals. The recitals set forth above are true and correct and are incorporated into these restrictive covenants.

2. Definitions.

A. "Property", which is the subject of Declarant's application for an amended certificate of occupancy, shall mean the real property consisting of two lots in the Village located at 14 North Broadway/12 Hamilton Place (Sheet 1.80, Block 1, Lot 13) and 18 Hamilton Place (Sheet 1.80, Block 1, Lot 12).

B. "Subject Property", to which this Declaration of Restrictive Covenants (Affordable Housing) shall apply, shall mean the property located at 14 North Broadway/12 Hamilton Place (Sheet 1.80, Block 1, Lot 13) and as more particularly described in Schedule "A" attached hereto, which is subject to this Declaration.

9

C. "Affordable Housing Requirements" shall mean the marketing and rental of the Affordable Unit until the expiration of the Term as affordable housing in accordance with Section 305-130 of the Zoning Code of the Village for one (1) household with incomes at or less than 60% of the median income of Westchester County as determined by the U.S. Department of Housing and Urban Development and adjusted by household size in accordance with the Village of Tarrytown's Affordable Housing Requirements, the Westchester County Fair and Affordable Housing Implementation Plan (currently dated August 9, 2010 and the Westchester Affirmative Fair Housing Marketing Plan, including all applicable Federal, State, and local Fair Housing Laws and Regulations.

D. "Affordable Unit" shall mean the ground floor 3-bedroom apartment at 12 Hamilton Place.

E. "AIM" shall mean the Area Median Income as determined by the U.S. Department of Housing & Urban Development and adjusted by household size of Westchester County

F. "Term" shall mean a period of fifty (50) years from the date of the certificate of occupancy for the Affordable Unit.

G. "County" shall mean Westchester County.

H. "Village" shall mean the Village of Tarrytown.

I. "Declarant" shall mean **LyonsPride 14 N Bway LLC**, including its successors and assigns.

J. "Zoning Regulations" shall mean the Village of Tarrytown Zoning Regulations.

3. Affordability; Affirmative Marketing. Until the expiration of the Term, in accordance with the Affordable Housing Requirements, Declarant will market, rent and re-rent the Affordable Unit for the purpose of providing affordable housing. Declarant will rent the Affordable Unit to households as each such household's primary residence for a rental at or below 60% of the AMI. Declarant, its successors and assigns, shall solicit the rental or re-rental of the Property or Unit(s) in accordance with the Affordable Housing Requirements, including Section 305-130(J) of the Zoning Code of the Village.

4. Property Management. Declarant, may, at its election, engage a managing agent to manage the operation of the Subject Property, including the Affordable Unit, or it may self-manage the Subject Property, including the Affordable Unit. In either case, Developer agrees that it and its employees or agents who perform such day-to-day services ("Management Staff") shall read and understand the Fair Housing Act and the County Marketing Plan. Declarant shall ensure that the Affordable Unit complies with Section 305-130 of the Zoning Code of the Village, including but not limited to the occupancy standards outlined in Section 305-130(I), affirmative marketing laws in Section 305-130(J), and the lease renewal requirements and laws in Section 305-130(L). Declarant represents and acknowledges that it has and will employ and train the Management Staff.

5. Deed Restriction re Non-Discrimination. Declaration of Restrictive Covenants. The covenants and restrictions contained herein shall run with the land and bind the Property, and shall be enforceable against the owner(s) of the Property, as well as the improvements thereon,

and shall inure to the benefit of and be enforceable by the Village until expiration of the Term. In the event of the sale or other transfer of the Subject Property or the Affordable Unit prior to the expiration of the Term, the Declarant and subsequent owners of the Subject Property or any portion thereof including, without limitation, the Affordable Unit, shall cause or require a covenant running with the land to be inserted in the deed for each transfer in substantially the following form:

“ This conveyance is made subject to the obligations and the restrictions set forth in that certain Declaration of Restrictive Covenants (the "Declaration") dated _____ and recorded in the Westchester County Clerk’s Office, Land Records Division under control number _____, including, without limitation, the fair housing and anti-discrimination requirements set forth therein. The Declaration runs with the land and binds the Property, and is enforceable against the Property's owner, any subsequent owners and all of their respective legal representatives, executors, administrators, heirs, successors, assigns and every holder of any interest in said Property, and each grantee will execute his/her deed of conveyance containing such restriction in order to evidence his/her agreement. The Declaration shall inure to the benefit of and be enforceable by the County and the Village until the expiration of the Term, all as more fully set forth in said Declaration, and may not be altered or removed prior to the expiration of the Term without the written permission of the Village. The Declaration shall survive any foreclosure or the issuance of a deed in lieu of foreclosure and shall not terminate until the expiration of the Term.

“ The Units and their respective operations are subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352 42 U.S.C. 2000d-2000d4 Nondiscrimination in Federally Assisted Programs) and all applicable HUD regulations including, without limitation, the regulations under 24 CFR Part 1. In the event of the sale or other transfer of the Subject Property or the Affordable Unit prior to the expiration of the Term, the Declarant or subsequent purchaser of the Subject Property or the Affordable Unit shall cause or require a covenant running with the land to be inserted in the deed for each transfer prohibiting discrimination upon the basis of race, color, religion, sex, national origin, or any other basis prohibited by law in the sale or in the use or occupancy of such land or any improvements erected thereon, and providing that the Village, the County, and the Declarant are beneficiaries of and entitled to enforce such covenant.”

It is understood and acknowledged that the County and Village maintains a zero tolerance policy prohibiting all forms of harassment or discrimination. This paragraph shall survive any foreclosure or the issuance of a deed in lieu of foreclosure.

6. Legal and Equitable Relief. The injury to the County and the Village arising from material noncompliance with the terms of this Declaration, including, without limitation, compliance with the Affordable Housing Requirements until the expiration of the Term, would be great and the amount of consequential damages would be difficult to ascertain and may not be compensable by money alone. Therefore, in the event of any such non-compliance, which remained uncured for thirty (30) days after service on the Declarant, its successors and assigns, of written notice thereof, the County and Village, at its option, may apply to any state or federal court for: (a) specific performance of this Declaration, including without limitation Schedule “B” hereto; (b) an injunction relief against any noncompliance; and/or (c) any and all appropriate legal and/or equitable remedies, including, but not limited to, damages, reasonable attorneys' fees

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disbursements and court costs in such amounts as shall be allowed by the court. The foregoing notwithstanding, if any such noncompliance cannot be cured within such 30-day period, enforcement thereof shall be stayed for such period of time as the County and Village shall determine necessary to affect such cure provided that the Declarant, its successors and assigns commences such cure within such 30-day period and diligently and continuously prosecuted the same until completion.

7. Enforcement. Westchester County, and the Village of Tarrytown, through its Board of Trustees, their successors and assigns, is the beneficiary of these restrictive covenants and as such, the County and Village may enforce these restrictive covenants by an action at law or in equity against any person or persons, entity or entities, violating or attempting to violate the terms of these restrictions. Any failure of the County or the Village to enforce these restrictive covenants shall not be deemed a waiver of the right to do so thereafter.

8. Village and County Approvals. This Declaration shall not be released, discharged, changed or modified prior to expiration of the Term except by an instrument in writing signed by a duly authorized representative of the Village and the County. It is hereby acknowledged that any request for approval or consent of the County in connection with any section contained herein is subject to the receipt by the Department of Planning of any and all necessary County approvals. It is further acknowledged that in no event, shall any delay or failure of the Westchester County Board of Legislators and/or the Westchester County Board of Acquisition and Contract to appoint or approve any action be deemed to be unreasonable.

9. Declarant Representations and Covenants re Authority. Declarant is a New York limited liability company duly organized under the laws of the State of New York and is qualified to transact business under the laws of the State of New York. Declarant has the power and authority to own its properties and assets and to carry on its business as now being conducted. Declarant has the full legal right, power and authority to execute and deliver this Declaration. Declarant hereby covenants that Declarant is lawfully seized of the Property in fee simple; that the Property is free and clear of all encumbrances that are inconsistent with the terms of this Declaration; that Declarant has good right and lawful authority to make this Declaration; and that Declarant agrees to fully warrant and defend this Declaration against the claims of all persons whomsoever.

10. Recordation. Declarant shall record this instrument in the Office of the County Clerk, Division of Land Records, County of Westchester, State of New York. Declarant hereby agrees to execute all additional documents as may be necessary to record this Declaration and shall pay all recording costs in connection therewith.

11. Applicable Law. The Declarant, its successors and assigns, shall comply, at its own expense, with the provisions of all applicable local, state and federal laws, rules and regulations, including, but not limited to all fair housing laws. The interpretation and performance of this Declaration shall be governed by the laws of the State of New York.

12. Severability. If any provision of this Declaration or the application of it to any person or circumstance is found to be invalid, the remainder of the provisions of this Declaration and the application of the provisions to persons or circumstances other than those as to which it is found to be invalid, shall not be affected by the invalid provision and shall remain in full force and

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effect.

13. Captions. The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretation.

[signature on the following page]

9

IN WITNESS WHEREOF, the undersigned have executed this Declaration of Restrictive Covenants (Affordable Housing) as of December ____, 2021.

LYONSPRIDE 14 N BWAY LLC

By: _____
David Lyons, Managing Member

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

On the ____ day of December in the year 2021 before me, the undersigned, a notary public in and for said state, personally appeared DAVID LYONS, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

IN WITNESS WHEREOF, the undersigned have executed this Declaration of Restrictive Covenants (Affordable Housing) as of December ___, 2021.

VILLAGE OF TARRYTOWN

By: _____
Name:
Title:

STATE OF NEW YORK)
)
COUNTY OF WESTCHESTER)

ss.:

On the ___ day of _____ in the year 2021 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(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

9

IN WITNESS WHEREOF, the undersigned have executed this Declaration of Restrictive Covenants (Affordable Housing) as of December __, 2021.

COUNTY OF WESTCHESTER

By: _____
Name:
Title:

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

On the ___ day of _____ in the year 2021 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(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

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SCHEDULE "A"
PROPERTY DESCRIPTION

*[pull and replace with Schedule A from Title Company
Parcel I only]*

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SCHEDULE "B"
AFFORDABLE HOUSING MARKETING PLAN

The Declarant shall market the Affordable Unit as an affordable apartment in accordance with the Affordable Housing Requirements.

1. Affordable Housing Agent. The Declarant will cause the Affordable Unit to be marketed from time to time during the Term of the Declaration of Restrictive Covenants (Affordable Housing) to which this Schedule "B" is attached, through the services of an agent qualified to provide marketing services for the Affordable Unit in compliance with the Affordable Housing Requirements. For the initial rental of the Affordable Unit, Declarant has engaged Housing Action Council, Inc. ("HAC") as its agent to perform the marketing services for the Affordable Unit in compliance with the Affordable Housing Requirements. HAC, which has experience in marketing similar developments and is desirous of providing affirmative marketing services in connection with the Subject Property, has provided this Affordable Housing Marketing Plan.

2. Marketing Services. The marketing services to be provide by the agent for the Declarant from time to time during the Term of this Declaration of Restrictive Covenants (Affordable Housing) shall include the following:

- A. Prepare a marketing brochure and application;
- B. Utilize the agent's database of people who have indicated an interest in affordable housing;
- C. Disseminate information through community organizations in Westchester and surrounding counties;
- D. Post on Craigslist and www.nyhousingsearch.gov;
- E. Make best efforts to secure public service announcements on local and regional media; and
- F. Prepare and distribute a press release.
- G. Handle inquiries from prospective renters and their representatives;
- H. Accept applications and enter into a database specially designed for the Subject Property;
- I. Maintain records on its marketing activities;
- J. Participate in meetings and conference calls with the Declarant, Village and Westchester County as requested;
- K. Evaluate marketing efforts and revise as needed; and
- L. Conduct public lottery.

3. Qualification and Screening Services. The agent will qualify applicants in order of their lottery number. Applications will be reviewed to determine completeness and whether the applicant income qualifies and to screen in accordance with the Declarant's screening criteria.

4. Modification of Affordable Housing Marketing Plan. The marketing services to be provided by the agent for the Declarant pursuant to this Affordable Housing Marketing Plan during the Term of the Declaration of Restrictive Covenants (Affordable Housing) to which this Schedule "B" is attached, shall be subject to change but will at all times remain in compliance with the Affordable Housing Requirements applicable to the Subject Property from time to time.

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**DECLARATION OF RESTRICTIVE COVENANTS
(AFFORDABLE HOUSING)**

by

LYONSPRIDE 14 N BWAY LLC

property located at:

14 North Broadway and 12 Hamilton Place
Tarrytown, NY 10591
Section 1.080 Block 41 Lot 13

State of New York
County of Westchester
Town of Greenburgh
Village of Tarrytown

Title Company: Benchmark Title Agency LLC
Title No. _____

Date: December __, 2021

Record and return to:

CUTLER MINIKES & ADELMAN LLP
Attn: Richard B. Adelman, Esq.
11 Algonquin Drive
Irvington, NY 10533

**DECLARATION OF RESTRICTIVE COVENANTS
(PARKING)**

THIS DECLARATION OF RESTRICTIVE COVENANTS (this "Declaration") is made as of the ____ day of December 2021 by **LYONSPRIDE 14 N BWAY LLC** (together with its successors and/or assigns, "Declarant"), a New York limited liability company, having an office at c/o LyonsPride Realty, LLC, Attn: David Lyons, 521 Bedford Road, Sleepy Hollow, NY 10591 for the benefit for the **VILLAGE OF TARRYTOWN** (the "Village"), a New York municipal corporation having an office at One Depot Plaza, Tarrytown, NY 10591.

WITNESSETH:

I. Declarant is the current fee owner of the two lots in the Village located at 14 North Broadway/12 Hamilton Place (Sheet 1.80, Block 1, Lot 13) and 18 Hamilton Place (Sheet 1.80, Block 1, Lot 12) and as more particularly described in Schedule "A" attached hereto. which is subject to this Declaration.

II. Declarant has applied for an amended certificate of occupancy with respect to the two lots which comprise the Property.

III. The Village of Tarrytown Zoning Regulations include the provision in § 305-63(C)(1), *inter alia*, that off-street parking spaces required for structures or land uses on two or more adjacent lots may be provided in a single common facility on one or more of said lots, provided that a satisfactory legal instrument assures the continued existence of the parking facility to serve said structures or land uses as long as they may exist.

IV. The Village, as a condition of its issuance of an amended certificate of occupancy, requires that Declarant agree that the restrictions set forth herein shall apply to said Lot 13 and Lot 12 and that Declarant shall file this legal instrument with the Office of the Westchester County Clerk.

NOW THEREFORE, Declarant does hereby declare and agree that the Property shall hereafter be held, sold, transferred, conveyed, leased, and occupied subject to the restrictions, covenants and obligations set forth in this Declaration.

1. Recitals. The recitals set forth above are true and correct and are incorporated into these restrictive covenants.

2. Definitions.

A. "Property" shall mean the real property consisting of two lots in the Village located at 14 North Broadway/12 Hamilton Place (Sheet 1.80, Block 1, Lot 13) and 18 Hamilton Place (Sheet 1.80, Block 1, Lot 12) and as more particularly described in Schedule "A" attached hereto. which is subject to this Declaration.

B. "County" shall mean Westchester County.

C. "Village" shall mean the Village of Tarrytown.

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D. "Declarant" shall mean **LyonsPride 14 N Bway LLC**, including its successors and assigns.

E. "Zoning Regulations" shall mean the Village of Tarrytown Zoning Regulations.

3. Declarant's Authority. Declarant hereby covenants that Declarant is lawfully seized of the Property in fee simple; that the Property is free and clear of all encumbrances that are inconsistent with the terms of this Declaration; that Declarant has good right and lawful authority to make this Declaration; and that Declarant agrees to fully warrant and defend this Declaration against the claims of all persons whomsoever;

4. Declarant's Covenants. Declarant hereby covenants that it shall maintain the two lots which comprise the Property in common ownership to allow the continued use of shared parking on both lots, and that the off-street parking required by applicable provisions of the Zoning Regulations for the structures or land uses on the two lots which comprise the Property shall be provided in the parking areas on the Property which shall be operated as a common parking facility to serve the structures or land uses of Property so long as they may exist. Declaration further covenants that upon the termination of such joint use, each subsequent use of the premises will provide off-street parking facilities for its own use in accordance with all requirements of the application section of the Zoning Regulations.

5. Declarant's Reservation of Rights. Declarant reserves the right to apply to the Zoning Board of Appeals of the Village of Tarrytown and the Village of Tarrytown Planning Board, or such other authorities with jurisdiction, for permission to otherwise comply with any requirement for off-street parking for the Property.

6. Recordation. Declarant shall record this instrument in the Office of the County Clerk, Division of Land Records, County of Westchester, State of New York. Declarant hereby agrees to execute all additional documents as may be necessary to record this Declaration and shall pay all recording costs in connection therewith.

7. Applicable Law. The interpretation and performance of this Declaration shall be governed by the laws of the State of New York.

8. Severability. If any provision of this Declaration or the application of it to any person or circumstance is found to be invalid, the remainder of the provisions of this Declaration and the application of the provisions to persons or circumstances other than those as to which it is found to be invalid, shall not be affected by the invalid provision and shall remain in full force and effect.

9. Captions. The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretation.

[signature on the following page]

IN WITNESS WHEREOF, the undersigned have executed this Declaration of Restrictions (Parking) as of December __, 2021.

LYONSPRIDE 14 N BWAY LLC

By: _____
David Lyons, Managing Member

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

On the ____ day of December in the year 2021 before me, the undersigned, a notary public in and for said state, personally appeared DAVID LYONS, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

9

SCHEDULE "A"
PROPERTY DESCRIPTION

*[pull and replace with Schedule A from Title Company
Parcel I and Parcel II]*

**DECLARATION OF RESTRICTIONS
(PARKING)**

by

LYONSPRIDE 14 N BWAY LLC

property located at:

14 North Broadway (and 12 Hamilton Place)

Tarrytown, NY 10591

Section 1.080 Block 41 Lot 13

18 Hamilton Place

Tarrytown, NY 10591

Section 1.080 Block 41 Lot 12

State of New York
County of Westchester
Town of Greenburgh
Village of Tarrytown

Title Company: Benchmark Title Agency LLC

Title No. _____

Date: December __, 2021

Record and return to:

CUTLER MINIKES & ADELMAN LLP

Attn: Richard B. Adelman, Esq.

11 Algonquin Drive

Irvington, NY 10533

**DECLARATION OF RESTRICTIVE COVENANTS
(AFFORDABLE HOUSING)**

THIS DECLARATION OF RESTRICTIVE COVENANTS (this "Declaration") is made as of the ____ day of December 2021 by **LYONSPRIDE 14 N BWAY LLC** (together with its successors and/or assigns, "Declarant"), a New York limited liability company, having an office at c/o LyonsPride Realty, LLC, Attn: David Lyons, 521 Bedford Road, Sleepy Hollow, NY 10591 for the benefit for the **VILLAGE OF TARRYTOWN** (the "Village"), a New York municipal corporation having an office at One Depot Plaza, Tarrytown, NY 10591, and the **COUNTY OF WESTCHESTER** (the "County"), a New York municipal corporation, having an office and place of business in the Michaelian Office Building, 148 Martine Avenue, White Plains, NY 10601.

WITNESSETH:

I. Declarant is the current fee owner of the two lots in the Village located at 14 North Broadway/12 Hamilton Place (Sheet 1.80, Block 1, Lot 13) and 18 Hamilton Place (Sheet 1.80, Block 1, Lot 12) (collectively, the "Property"). Declarant has applied for an amended certificate of occupancy with respect to the two lots which comprise the Property.

II. The Village, as a condition of its issuance of an amended certificate of occupancy with respect to the Property, and in accordance with land use approvals, requires that the Declarant market one three-bedroom apartment on the 14 North Broadway/12 Hamilton Place property (Sheet 1.80, Block 1, Lot 13) (the "Subject Property") as an affordable apartment in compliance with the Affordable Housing Requirements (as hereinafter defined).

III. The Village, as a condition of its issuance of an amended certificate of occupancy, requires that Declarant agree that the restrictions set forth herein shall apply to said Lot 13 and that Declarant shall file this legal instrument with the Office of the Westchester County Clerk.

NOW THEREFORE, Declarant does hereby declare and agree that the Property shall hereafter be held, sold, transferred, conveyed, leased, and occupied subject to the restrictions, covenants and obligations set forth in this Declaration.

1. Recitals. The recitals set forth above are true and correct and are incorporated into these restrictive covenants.

2. Definitions.

A. "Property", which is the subject of Declarant's application for an amended certificate of occupancy, shall mean the real property consisting of two lots in the Village located at 14 North Broadway/12 Hamilton Place (Sheet 1.80, Block 1, Lot 13) and 18 Hamilton Place (Sheet 1.80, Block 1, Lot 12).

B. "Subject Property", to which this Declaration of Restrictive Covenants (Affordable Housing) shall apply, shall mean the property located at 14 North Broadway/12 Hamilton Place (Sheet 1.80, Block 1, Lot 13) and as more particularly described in Schedule "A" attached hereto, which is subject to this Declaration.

9

C. "Affordable Housing Requirements" shall mean the marketing and rental of the Affordable Unit until the expiration of the Term as affordable housing in accordance with Section 305-130 of the Zoning Code of the Village for one (1) household with incomes at or less than 60% of the median income of Westchester County as determined by the U.S. Department of Housing and Urban Development and adjusted by household size in accordance with the Village of Tarrytown's Affordable Housing Requirements, the Westchester County Fair and Affordable Housing Implementation Plan (currently dated August 9, 2010 and the Westchester Affirmative Fair Housing Marketing Plan, including all applicable Federal, State, and local Fair Housing Laws and Regulations.

D. "Affordable Unit" shall mean the ground floor 3-bedroom apartment at 12 Hamilton Place.

E. "AIM" shall mean the Area Median Income as determined by the U.S. Department of Housing & Urban Development and adjusted by household size of Westchester County

F. "Term" shall mean a period of fifty (50) years from the date of the certificate of occupancy for the Affordable Unit.

G. "County" shall mean Westchester County.

H. "Village" shall mean the Village of Tarrytown.

I. "Declarant" shall mean **LyonsPride 14 N Bway LLC**, including its successors and assigns.

J. "Zoning Regulations" shall mean the Village of Tarrytown Zoning Regulations.

3. Affordability; Affirmative Marketing. Until the expiration of the Term, in accordance with the Affordable Housing Requirements, Declarant will market, rent and re-rent the Affordable Unit for the purpose of providing affordable housing. Declarant will rent the Affordable Unit to households as each such household's primary residence for a rental at or below 60% of the AMI. Declarant, its successors and assigns, shall solicit the rental or re-rental of the Property or Unit(s) in accordance with the Affordable Housing Requirements, including Section 305-130(J) of the Zoning Code of the Village.

4. Property Management. Declarant, may, at its election, engage a managing agent to manage the operation of the Subject Property, including the Affordable Unit, or it may self-manage the Subject Property, including the Affordable Unit. In either case, Developer agrees that it and its employees or agents who perform such day-to-day services ("Management Staff") shall read and understand the Fair Housing Act and the County Marketing Plan. Declarant shall ensure that the Affordable Unit complies with Section 305-130 of the Zoning Code of the Village, including but not limited to the occupancy standards outlined in Section 305-130(I), affirmative marketing laws in Section 305-130(J), and the lease renewal requirements and laws in Section 305-130(L). Declarant represents and acknowledges that it has and will employ and train the Management Staff.

5. Deed Restriction re Non-Discrimination. Declaration of Restrictive Covenants. The covenants and restrictions contained herein shall run with the land and bind the Property, and shall be enforceable against the owner(s) of the Property, as well as the improvements thereon,

and shall inure to the benefit of and be enforceable by the Village until expiration of the Term. In the event of the sale or other transfer of the Subject Property or the Affordable Unit prior to the expiration of the Term, the Declarant and subsequent owners of the Subject Property or any portion thereof including, without limitation, the Affordable Unit, shall cause or require a covenant running with the land to be inserted in the deed for each transfer in substantially the following form:

“ This conveyance is made subject to the obligations and the restrictions set forth in that certain Declaration of Restrictive Covenants (the "Declaration") dated _____ and recorded in the Westchester County Clerk’s Office, Land Records Division under control number _____, including, without limitation, the fair housing and anti-discrimination requirements set forth therein. The Declaration runs with the land and binds the Property, and is enforceable against the Property's owner, any subsequent owners and all of their respective legal representatives, executors, administrators, heirs, successors, assigns and every holder of any interest in said Property, and each grantee will execute his/her deed of conveyance containing such restriction in order to evidence his/her agreement. The Declaration shall inure to the benefit of and be enforceable by the County and the Village until the expiration of the Term, all as more fully set forth in said Declaration, and may not be altered or removed prior to the expiration of the Term without the written permission of the Village. The Declaration shall survive any foreclosure or the issuance of a deed in lieu of foreclosure and shall not terminate until the expiration of the Term.

“ The Units and their respective operations are subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352 42 U.S.C. 2000d-2000d4 Nondiscrimination in Federally Assisted Programs) and all applicable HUD regulations including, without limitation, the regulations under 24 CFR Part 1. In the event of the sale or other transfer of the Subject Property or the Affordable Unit prior to the expiration of the Term, the Declarant or subsequent purchaser of the Subject Property or the Affordable Unit shall cause or require a covenant running with the land to be inserted in the deed for each transfer prohibiting discrimination upon the basis of race, color, religion, sex, national origin, or any other basis prohibited by law in the sale or in the use or occupancy of such land or any improvements erected thereon, and providing that the Village, the County, and the Declarant are beneficiaries of and entitled to enforce such covenant.”

It is understood and acknowledged that the County and Village maintains a zero tolerance policy prohibiting all forms of harassment or discrimination. This paragraph shall survive any foreclosure or the issuance of a deed in lieu of foreclosure.

6. Legal and Equitable Relief. The injury to the County and the Village arising from material noncompliance with the terms of this Declaration, including, without limitation, compliance with the Affordable Housing Requirements until the expiration of the Term, would be great and the amount of consequential damages would be difficult to ascertain and may not be compensable by money alone. Therefore, in the event of any such non-compliance, which remained uncured for thirty (30) days after service on the Declarant, its successors and assigns, of written notice thereof, the County and Village, at its option, may apply to any state or federal court for: (a) specific performance of this Declaration, including without limitation Schedule “B” hereto; (b) an injunction relief against any noncompliance; and/or (c) any and all appropriate legal and/or equitable remedies, including, but not limited to, damages, reasonable attorneys' fees

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disbursements and court costs in such amounts as shall be allowed by the court. The foregoing notwithstanding, if any such noncompliance cannot be cured within such 30-day period, enforcement thereof shall be stayed for such period of time as the County and Village shall determine necessary to affect such cure provided that the Declarant, its successors and assigns commences such cure within such 30-day period and diligently and continuously prosecuted the same until completion.

7. Enforcement. Westchester County, and the Village of Tarrytown, through its Board of Trustees, their successors and assigns, is the beneficiary of these restrictive covenants and as such, the County and Village may enforce these restrictive covenants by an action at law or in equity against any person or persons, entity or entities, violating or attempting to violate the terms of these restrictions. Any failure of the County or the Village to enforce these restrictive covenants shall not be deemed a waiver of the right to do so thereafter.

8. Village and County Approvals. This Declaration shall not be released, discharged, changed or modified prior to expiration of the Term except by an instrument in writing signed by a duly authorized representative of the Village and the County. It is hereby acknowledged that any request for approval or consent of the County in connection with any section contained herein is subject to the receipt by the Department of Planning of any and all necessary County approvals. It is further acknowledged that in no event, shall any delay or failure of the Westchester County Board of Legislators and/or the Westchester County Board of Acquisition and Contract to appoint or approve any action be deemed to be unreasonable.

9. Declarant Representations and Covenants re Authority. Declarant is a New York limited liability company duly organized under the laws of the State of New York and is qualified to transact business under the laws of the State of New York. Declarant has the power and authority to own its properties and assets and to carry on its business as now being conducted. Declarant has the full legal right, power and authority to execute and deliver this Declaration. Declarant hereby covenants that Declarant is lawfully seized of the Property in fee simple; that the Property is free and clear of all encumbrances that are inconsistent with the terms of this Declaration; that Declarant has good right and lawful authority to make this Declaration; and that Declarant agrees to fully warrant and defend this Declaration against the claims of all persons whomsoever.

10. Recordation. Declarant shall record this instrument in the Office of the County Clerk, Division of Land Records, County of Westchester, State of New York. Declarant hereby agrees to execute all additional documents as may be necessary to record this Declaration and shall pay all recording costs in connection therewith.

11. Applicable Law. The Declarant, its successors and assigns, shall comply, at its own expense, with the provisions of all applicable local, state and federal laws, rules and regulations, including, but not limited to all fair housing laws. The interpretation and performance of this Declaration shall be governed by the laws of the State of New York.

12. Severability. If any provision of this Declaration or the application of it to any person or circumstance is found to be invalid, the remainder of the provisions of this Declaration and the application of the provisions to persons or circumstances other than those as to which it is found to be invalid, shall not be affected by the invalid provision and shall remain in full force and

effect.

13. Captions. The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretation.

[signature on the following page]

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IN WITNESS WHEREOF, the undersigned have executed this Declaration of Restrictive Covenants (Affordable Housing) as of December ___, 2021.

VILLAGE OF TARRYTOWN

By: _____
Name:
Title:

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

On the ____ day of _____ in the year 2021 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(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

SCHEDULE "A"
PROPERTY DESCRIPTION

*[pull and replace with Schedule A from Title Company
Parcel I only]*

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SCHEDULE "B"
AFFORDABLE HOUSING MARKETING PLAN

The Declarant shall market the Affordable Unit as an affordable apartment in accordance with the Affordable Housing Requirements.

1. Affordable Housing Agent. The Declarant will cause the Affordable Unit to be marketed from time to time during the Term of the Declaration of Restrictive Covenants (Affordable Housing) to which this Schedule "B" is attached, through the services of an agent qualified to provide marketing services for the Affordable Unit in compliance with the Affordable Housing Requirements. For the initial rental of the Affordable Unit, Declarant has engaged Housing Action Council, Inc. ("HAC") as its agent to perform the marketing services for the Affordable Unit in compliance with the Affordable Housing Requirements. HAC, which has experience in marketing similar developments and is desirous of providing affirmative marketing services in connection with the Subject Property, has provided this Affordable Housing Marketing Plan.

2. Marketing Services. The marketing services to be provide by the agent for the Declarant from time to time during the Term of this Declaration of Restrictive Covenants (Affordable Housing) shall include the following:

- A. Prepare a marketing brochure and application;
- B. Utilize the agent's database of people who have indicated an interest in affordable housing;
- C. Disseminate information through community organizations in Westchester and surrounding counties;
- D. Post on Craigslist and www.nyhousingsearch.gov;
- E. Make best efforts to secure public service announcements on local and regional media; and
- F. Prepare and distribute a press release.
- G. Handle inquiries from prospective renters and their representatives;
- H. Accept applications and enter into a database specially designed for the Subject Property;
- I. Maintain records on its marketing activities;
- J. Participate in meetings and conference calls with the Declarant, Village and Westchester County as requested;
- K. Evaluate marketing efforts and revise as needed; and
- L. Conduct public lottery.

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3. Qualification and Screening Services. The agent will qualify applicants in order of their lottery number. Applications will be reviewed to determine completeness and whether the applicant income qualifies and to screen in accordance with the Declarant's screening criteria.

4. Modification of Affordable Housing Marketing Plan. The marketing services to be provided by the agent for the Declarant pursuant to this Affordable Housing Marketing Plan during the Term of the Declaration of Restrictive Covenants (Affordable Housing) to which this Schedule "B" is attached, shall be subject to change but will at all times remain in compliance with the Affordable Housing Requirements applicable to the Subject Property from time to time.

**DECLARATION OF RESTRICTIVE COVENANTS
(AFFORDABLE HOUSING)**

by

LYONSPRIDE 14 N BWAY LLC

property located at:

14 North Broadway and 12 Hamilton Place

Tarrytown, NY 10591

Section 1.080 Block 41 Lot 13

State of New York

County of Westchester

Town of Greenburgh

Village of Tarrytown

Title Company: Benchmark Title Agency LLC

Title No. _____

Date: December __, 2021

Record and return to:

CUTLER MINIKES & ADELMAN LLP

Attn: Richard B. Adelman, Esq.

11 Algonquin Drive

Irvington, NY 10533

Kathy Deufemia

From: Richard Slingerland
Sent: Thursday, December 9, 2021 2:08 PM
To: Kathy Deufemia
Cc: Alissa Fasman
Subject: FW: Safety at West end of Benedict Avenue

Let's put this on the next Work Session – for next week, December 15

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

From: Thomas Coughlin <tomcoughlin632@gmail.com>
Sent: Thursday, December 9, 2021 10:44 AM
To: Mitch Chalsen <mchalsen@mac.com>; Robert Hoyt (external) <hrdmjj@gmail.com>; Richard Slingerland <rslingerland@tarrytowngov.com>; John Barbelet <jbarbelet@tarrytowngov.com>; Gregory Budnar <gbudnar@tarrytowngov.com>; David Kim <deke1029@gmail.com>; bmcmcgovern@tarrytowngov.com
Subject: Safety at West end of Benedict Avenue

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

Following up on item #10 from T&MC's 11/22/21 meeting, earlier this week I spoke with Mr. George Hofgartner, who along with his wife Gloria, own the home at the NW corner of Park Avenue and S. Broadway. This is the house whose fence has been repeatedly knocked down by crashing vehicles (usually losing control at the bottom of Benedict) over the years.

I asked Mr. Hofgartner what they'd think of the installation of a guiderail/guardrail along the west side of Broadway at the bottom of Benedict and whether they'd ever had any communication with NYSDOT on the subject. He told me that he and his wife have long believed that a guiderail at this location would be an excellent safety upgrade for pedestrians and bicyclists on S.Broadway, at least partially protecting them from an out of control vehicle coming down Benedict. He also pointed out that W.I. students congregate at that point, waiting for the traffic signal to change so that they can cross Broadway.

Mr. Hofgartner said that they'd asked NYSDOT many years ago to install such a guiderail but that request had been met with a polite refusal.

Tom

