

**VILLAGE OF TARRYTOWN
BOARD OF TRUSTEES
WORK SESSION 6:00 P.M.
WEDNESDAY, DECEMBER 29, 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/37526>

Open Session

1. Board of Trustees Concerns
2. Filming Code Update
3. IMA – Greenburgh Drug and Alcohol Task Force
4. 29 South Depot Plaza

Executive Session

- A. Board/Committee Appointments
- B. Elizabeth Mascia Child Care Center Agreement



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LOCAL LAW __ - 2021

A local law to amend Chapter 157 of the Tarrytown Code, entitled Filming, Section 157-8 regarding Penalties for offenses.

Section 1: Be it enacted by the Board of Trustees of the Village of Tarrytown as follows (Language in **Bold and Underlined** to be added, language in ~~**Strikethrough and bold and underlined**~~ to be deleted):

Section 2. Amending Existing Section. Section 157-8 entitled "Penalties for offenses" shall be amended as follows.

§ 157-8. Penalties for offenses.

A. Failure to comply with any provision of Chapter 157, Filming, shall be deemed a violation and shall be subject to a penalty as set forth in this chapter.

B. Penalties shall be applied within a twelve-month time frame (not calendar year) as follows:

(1) First offense: fine of **double the required film permit fee (as set forth in the Master Fee Schedule). up to \$1,000 per day.**

(2) Second offense: fine **of double the required film permit fee (as set forth in the Master Fee Schedule) plus** up to \$2,500 per day.

(3) Third offense: fine **of double the required film permit fee (as set forth in the Master Fee Schedule) plus** up to \$4,000 per day and filming privileges may be suspended for up to 30 days, effective immediately, subject to the determination of the courts.

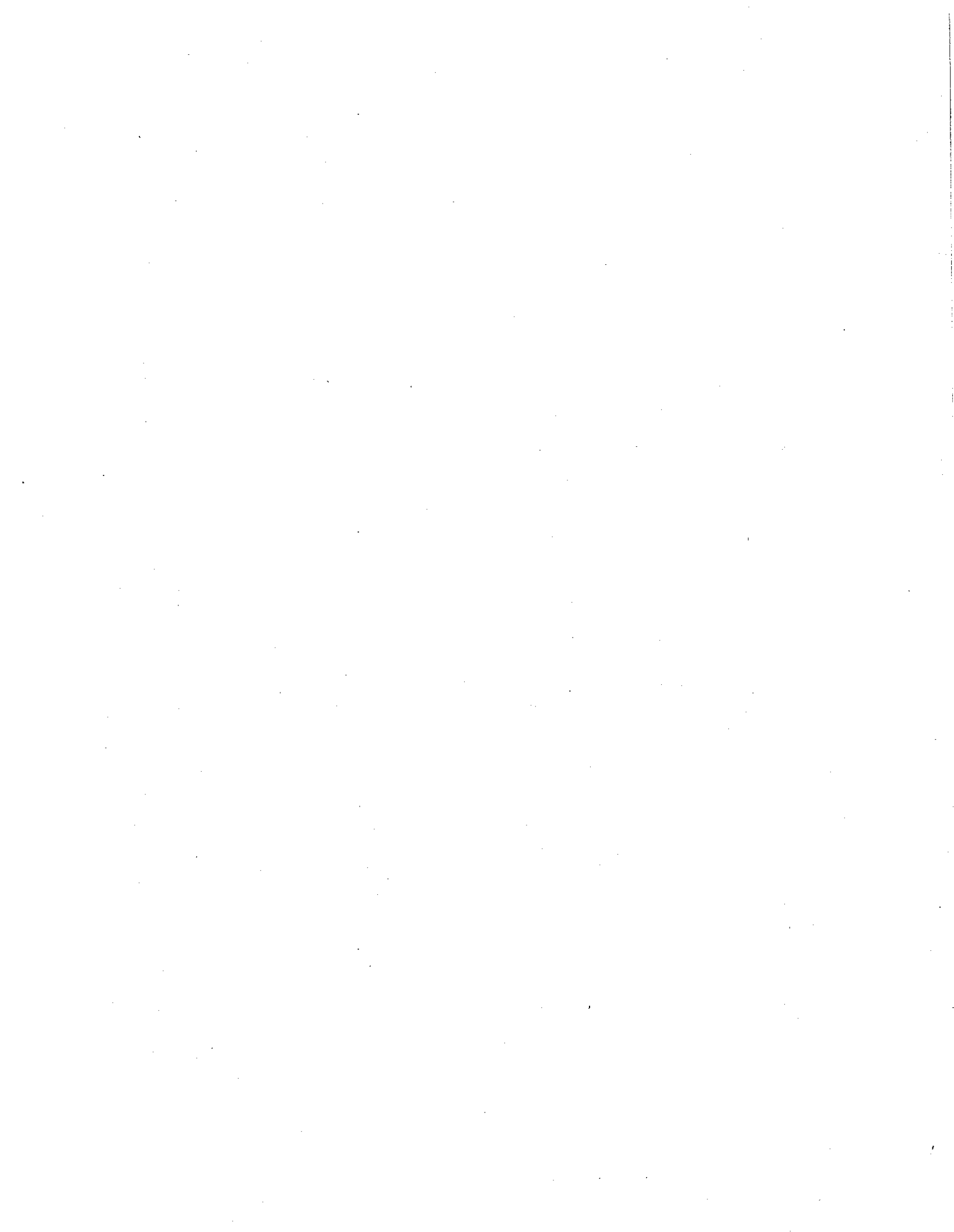
C. In addition to the penalties noted in Subsection A hereinabove, the Village may also revoke the permit.

Section 3: Severability

If the provisions of any article, section, subsection, paragraph, subdivision or clause of this local law shall be judged invalid by a court of competent jurisdiction, such order of judgment shall not affect or invalidate the remainder of any article, section, subsection, paragraph, subdivision or clause of this local law.

Section 4: Effective Date

This local law shall take effect immediately upon filing in the office of the New York State Secretary of State in accordance with Section 27 of the Municipal Home Rule Law.





POLICE DEPARTMENT
 TOWN OF GREENBURGH
 188 TARRYTOWN ROAD, WHITE PLAINS, N.Y. 10607
 TELEPHONE: (914) 989-1700
 FAX. NO. (914) 682-5342
<https://police.greenburghny.com>



GEORGE N. LONGWORTH
 CHIEF OF POLICE

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December 20, 2021

RECEIVED
 DEC 20 2021
 TARRYTOWN VILLAGE ADMINISTRATOR

Chief John Barbelet
 Tarrytown Police Department
 One Depot Plaza
 Tarrytown, New York 10591

Dear Chief Barbelet:

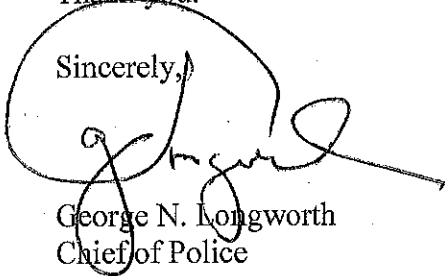
Enclosed please find an updated Greenburgh Drug and Alcohol Task Force Intermunicipal Agreement (IMA). The original IMA was executed in 2004 and a new IMA is required as per General Municipal Law §119-n (2) (j).

If the terms are acceptable, please have the appropriate municipal officer sign and notarize the Acknowledgement and the Certificate of Authority on the appropriate pages. Once signed, please return the originals to Sergeant Sean Hagan. A fully executed original IMA will be forwarded to you for your files.

If you have any questions, please do not hesitate to contact me at 914-989-1740.

Thank you.

Sincerely,



George N. Longworth
 Chief of Police

Enc.



AGREEMENT PURSUANT TO GENERAL MUNICIPAL LAW ARTICLE 5-G, SECTION 119-O BETWEEN THE TOWNS OF GREENBURGH AND NORTH CASTLE, AND THE VILLAGES OF ARDSLEY, DOBBS FERRY, ELMSFORD, HASTINGS-ON-HUDSON, IRVINGTON, TARRYTOWN, AND SLEEPY HOLLOW TO FORM A TASK FORCE AIMED AT DRUG AND ALCOHOL ENFORCEMENT

This AGREEMENT amends and restates the terms of the Agreement made pursuant to General Municipal Law Article 5-G, Section 119-O between the Towns of Greenburgh and North Castle, and the Villages of Ardsley, Dobbs Ferry, Hastings-On-Hudson, Irvington, Sleepy Hollow, and Tarrytown, which Agreement term commenced on July 1st, 2004 (the "Prior Agreement"). This Amended and Restated Agreement shall constitute the "Agreement" as defined below and shall amend and restate the terms of the Prior Agreement in its entirety.

This AGREEMENT (the "Agreement") is made this _____ day of _____, 2022, by and between the Village of Ardsley, a municipal corporation organized and existing under the laws of the State of New York, located at 507 Ashford Avenue, Ardsley, New York, 10502 ("Ardsley"), the Village of Dobbs Ferry, a municipal corporation organized and existing under the laws of the State of New York, located at 112 Main Street, Dobbs Ferry, New York 10522 ("Dobbs Ferry"), the Village of Elmsford, a municipal corporation organized and existing under the laws of the State of New York, located at 15 South Stone Avenue, Elmsford, New York, 10523 ("Elmsford"), the Town of Greenburgh, a municipal corporation organized and existing under the laws of the State of New York, located at 177 Hillside Avenue, White Plains, New York 10607 ("Greenburgh"), the Village of Hastings-on-Hudson, a municipal corporation organized and existing under the laws of the State of New York, located at 7 Maple Avenue, Hastings-on-Hudson, New York 10706 ("Hastings"), the Village of Irvington, a municipal corporation organized and existing under the laws of the State of New York, located at 55 Main Street, Irvington, New York 10533 ("Irvington"), the Town of North Castle, a municipal corporation organized and existing under the laws of the State of New York, located at 15 Old Bedford Road, Armonk, New York 10504 ("North Castle"), the Village of Sleepy Hollow, a municipal corporation organized and existing under the laws of the State of New York, located at 28 Beekman Avenue, Sleepy Hollow, New York 10591 ("Sleepy Hollow"), and 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, New York 10591 ("Tarrytown").

WITNESSETH

WHEREAS, for the purposes of this Agreement, the term TASK FORCE shall mean a Unit consisting of plain clothes police officers from the respective jurisdictions of Ardsley, Dobbs Ferry, Elmsford, Greenburgh, Hastings, Irvington, North Castle, Sleepy Hollow and Tarrytown duly formed to effectuate a joint service committed to the reduction of drug and alcohol related crime through undercover operations;

WHEREAS, the Villages of Ardsley, Dobbs Ferry, Elmsford, Hastings, Irvington, Sleepy Hollow and Tarrytown and the Towns of Greenburgh and North Castle (collectively, the "Municipalities") are members of the TASK FORCE;

WHEREAS, the TASK FORCE, as a joint service, is charged with extra- territorial jurisdiction to make arrests and execute warrants within the respective jurisdictions of the Municipalities as necessary for the undertaking of this Agreement;

WHEREAS, the TASK FORCE will be headquartered out of the Tarrytown Police Department;

WHEREAS, the Towns of Greenburgh and North Castle, and the Villages of Ardsley, Dobbs Ferry, Elmsford, Hastings, Irvington, Sleepy Hollow and Tarrytown require that the Municipalities in the TASK FORCE provide indemnification, representation, warranties, and covenants and other matters described in the Agreement for the benefit of the Municipalities;

NOW THEREFORE, BE IT AGREED by and between Ardsley, Dobbs Ferry, Elmsford, Greenburgh, Hastings, Irvington, North Castle, Sleepy Hollow and Tarrytown, and their successors and assigns, for the consideration named herein as follows:

1. SCOPE OF TASKFORCE

The Municipalities agree to commit police officer(s) from their respective jurisdictions to the Task Force in accordance with their capabilities to do so in order to conduct undercover operations aimed at the enforcement of drug and alcohol related crime.

2. APPROVAL, DURATION AND TERMINATION

A. This Agreement shall not be effective until approved by a majority vote, as required by Section

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119-O of the General Municipal Law, of the governing body of each Municipality.

- B. The initial term of this Agreement shall be five years, which term shall commence upon the execution of this Agreement by the last signing party. Upon expiration the terms herein shall continue, however, until all legislative bodies have held their respective organizational meetings. At such meetings, this agreement shall be considered for renewal, and if approved by each legislative body, such renewal shall be made effective November 1st, 2021. Notice of renewal shall be made by the designated Task Force supervising Chief of Police.
- C. A Municipality may terminate any rights and obligations under this Agreement at any time by giving thirty days (30) written notice to each of the parties to the Agreement as provided herein.

3. CONSIDERATION

- A. In exchange for the commitment of police officer(s) by Ardsley, Dobbs Ferry, Elmsford, Hastings, Irvington, North Castle, Sleepy Hollow and Tarrytown to the Task Force, Greenburgh agrees to provide the supervision and the necessary resources of its Police Department.
- B. Any forfeiture of monies expended in furtherance of this Agreement shall be shared equally among the participating Municipalities.

4. INSURANCE

- A. With regard to any activities on property owned or maintained by the respective Municipalities, the Municipalities agree to secure and maintain throughout the term of this Agreement, general liability, property damage and automobile liability insurance sufficient to protect the Municipalities for personal injury, including accidental death, as well as claims for property damage which may arise out of the activities of the Task Force under this Agreement. The amounts of such insurance shall not be less than \$1,000,000 per occurrence.
- B. The respective Municipalities agree to name each other as additional insured parties on all relevant policies and uses.
- C. The Municipalities agree to furnish copies of their respective insurance policies with the above insurance requirements to each other, as designated herein, within five (5) business days of the date of execution of this Agreement.
- D. The parties agree to report to each other any accident or claim arising out of Task Force activities as soon as possible and not later than three (3) business days from the time of such accident or

claim. The parties agree to make available to each other all employees who are witnesses or who are knowledgeable about any accident or claim.

5. INDEMNIFICATION and SAVE HARMLESS

- A. The Town of Greenburgh covenants and agrees at its sole cost to indemnify and hold harmless the Town of North Castle and the Villages of Ardsley, Dobbs Ferry, Elmsford, Hastings, Irvington, Sleepy Hollow and Tarrytown their officers, agents, employees, volunteers, successors and assigns of any and all of the foregoing, harmless from and against all liability, including expenses, attorneys' fees, losses and claims, demands, payments, suits, administrative or judicial actions or proceedings, obligations, debts, damages, costs of assessing damages or losses, litigation costs, recoveries and judgments of any nature and description whatsoever resulting from any claim or claims arising out of any act or omission by the Town of Greenburgh, its officers, agents, employees, volunteers, successors and assigns of any and all of the foregoing arising out of their activities undertaken within the scope of this of this Agreement.
- B. In the event of any action or proceeding commenced against the Town of North Castle, and/or the Villages of Ardsley, Dobbs Ferry, Elmsford, Hastings, Irvington, Sleepy Hollow and Tarrytown, their officers, agents, employees, volunteers, successors and assigns of any and all of the foregoing, which is asserted to be within the indemnification coverage of Section 5, Paragraph A, the respective Municipality/Municipalities shall give prompt written notice thereof to the Town of Greenburgh as provided herein, and the Town of Greenburgh shall defend same by attorneys and other professionals approved by the respective Municipality/Municipalities- which approval shall not be unreasonably withheld. The Municipalities agree to cooperate with each other as reasonably required for the defense of any such action.
- C. The Town of North Castle covenants and agrees at its sole cost to indemnify and hold harmless the Town of Greenburgh and the Villages of Ardsley, Dobbs Ferry, Elmsford, Hastings, Irvington, Sleepy Hollow and Tarrytown their officers, agents, employees, volunteers, successors and assigns of any and all of the foregoing, harmless from and against all liability, including expenses, attorneys' fees, losses and claims, demands, payments, suits, administrative or judicial actions or proceedings, obligations, debts, damages, costs of assessing damages or losses, litigation costs, recoveries and judgments of any nature and description whatsoever resulting from any claim or claims arising out of any act or omission by the Town of North Castle, its officers, agents,

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employees, volunteers, successors and assigns of any and all of the foregoing arising out of their activities undertaken within the scope of this of this Agreement.

- D. In the event of any action or proceeding commenced against the Town of Greenburgh, and/or the Villages of Ardsley, Dobbs Ferry, Elmsford, Hastings, Irvington, Sleepy Hollow and Tarrytown, their officers, agents, employees, volunteers, successors and assigns of any and all of the foregoing, which is asserted to be within the indemnification coverage of Section 5, Paragraph C, the respective Municipality/Municipalities shall give prompt written notice thereof to the Town of North Castle as provided herein, and the Town of North Castle shall defend same by attorneys and other professionals approved by the respective Municipality/Municipalities- which approval shall not be unreasonably withheld. The Municipalities agree to cooperate with each other as reasonably required for the defense of any such action.
- E. The Village of Ardsley covenants and agrees at its sole cost to indemnify and hold harmless the Towns of Greenburgh and North Castle, the Villages of Dobbs Ferry, Elmsford, Hastings, Irvington, Sleepy Hollow and Tarrytown, their officers, agents, employees, volunteers, successors and assigns of any and all of the foregoing, harmless from and against all liability, including expenses, attorneys' fees, losses and claims, demands, payments, suits, administrative or judicial actions or proceedings, obligations, debts, damages, costs of assessing damages or losses, litigation costs, recoveries and judgments of any nature and description whatsoever resulting from any claim or claims arising out of any act or omission by the Village of Ardsley, its officers, agents, employees, volunteers, successors and assigns of any and all of the foregoing arising out of their activities undertaken within the scope of this Agreement.
- F. In the event of any action or proceeding commenced against the Towns of Greenburgh and/or North Castle, and/or the Villages of Dobbs Ferry, Elmsford, Hastings, Irvington, Sleepy Hollow and Tarrytown, their officers, agents, employees, volunteers, successors and assigns of any and all of the foregoing, which is asserted to be within the indemnification coverage of Section 5, Paragraph E, the respective Municipality/Municipalities shall give prompt written notice thereof to the Village of Ardsley as provided herein, and the Village of Ardsley shall defend same by attorneys and other professionals approved by the respective Municipality/Municipalities- which approval shall not be unreasonably withheld. The Municipalities agree to cooperate with each other as reasonably required for the defense of any such action.
- G. The Village of Dobbs Ferry covenants and agrees at its sole cost to indemnify and hold harmless the Towns of Greenburgh and North Castle, and the Villages of Ardsley, Elmsford, Hastings,

Irvington, Sleepy Hollow and Tarrytown, their officers, agents, employees, volunteers, successors and assigns of any and all of the foregoing, harmless from and against all liability, including expenses, attorneys' fees, losses and claims, demands, payments, suits, administrative or judicial actions or proceedings, obligations, debts, damages, costs of assessing damages or losses, litigation costs, recoveries and judgments of any nature and description whatsoever resulting from any claim or claims arising out of any act or omission by the Village of Dobbs Ferry, its officers, agents, employees, volunteers, successors and assigns of any and all of the foregoing arising out of their activities undertaken within the scope of this Agreement.

H. In the event of any action or proceeding commenced against the Towns of Greenburgh and/or North Castle, and/or the Villages of Ardsley, Elmsford, Hastings, Irvington, Sleepy Hollow and Tarrytown, their officers, agents, employees, volunteers, successors and assigns of any and all of the foregoing, which is asserted to be within the indemnification coverage of Section 5, Paragraph G, the respective Municipality/Municipalities shall give prompt written notice thereof to the Village of Dobbs Ferry as provided herein, and the Village of Dobbs Ferry shall defend same by attorneys and other professionals approved by the respective Municipality /Municipalities, which approval shall not be unreasonably withheld. The Municipalities agree to cooperate with each other as reasonably required for the defense of any such action.

I. The Village of Elmsford covenants and agrees at its sole cost to indemnify and hold harmless the Towns of Greenburgh and North Castle, the Villages of Ardsley, Dobbs Ferry, Hastings, Irvington, Sleepy Hollow and Tarrytown, their officers, agents, employees, volunteers, successors and assigns of any and all of the foregoing, harmless from and against all liability, including expenses, attorneys' fees, losses and claims, demands, payments, suits, administrative or judicial actions or proceedings, obligations, debts, damages, costs of assessing damages or losses, litigation costs, recoveries and judgments of any nature and description whatsoever resulting from any claim or claims arising out of any act or omission by the Village of Elmsford, its officers, agents, employees, volunteers, successors and assigns of any and all of the foregoing arising out of their activities undertaken within the scope of this Agreement.

J. In the event of any action or proceeding commenced against the Towns of Greenburgh and/or North Castle, and/or the Villages of Ardsley, Dobbs Ferry, Hastings, Irvington, Sleepy Hollow and Tarrytown, their officers, agents, employees, volunteers, successors and assigns of any and all of the foregoing, which is asserted to be within the indemnification coverage of Section 5, Paragraph I, the respective Municipality/Municipalities shall give prompt written notice thereof to the

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Village of Elmsford as provided herein, and the Village of Elmsford shall defend same by attorneys and other professionals approved by the respective Municipality/Municipalities- which approval shall not be unreasonably withheld. The Municipalities agree to cooperate with each other as reasonably required for the defense of any such action.

K. The Village of Hastings covenants and agrees at its sole cost to indemnify and hold harmless the Towns of Greenburgh and North Castle, the Villages of Ardsley, Dobbs Ferry, Elmsford, Irvington, Sleepy Hollow and Tarrytown, their officers, agents, employees, volunteers, successors and assigns of any and all of the foregoing, harmless from and against all liability, including expenses, attorneys' fees, losses and claims, demands, payments, suits, administrative or judicial actions or proceedings, obligations, debts, damages, costs of assessing damages or losses, litigation costs, recoveries and judgments of any nature and description whatsoever resulting from any claim or claims arising out of any act or omission by the Village of Hastings, its officers, agents, employees, volunteers, successors and assigns of any and all of the foregoing arising out of their activities undertaken within the scope of this Agreement.

L. In the event of any action or proceeding commenced against the Towns of Greenburgh and/or North Castle, and/or the Villages of Ardsley, Dobbs Ferry, Elmsford, Irvington, Sleepy Hollow and Tarrytown, their officers, agents, employees, volunteers, successors and assigns of any and all of the foregoing, which is asserted to be within the indemnification coverage of Section 5, Paragraph K, the respective Municipality/Municipalities shall give prompt written notice thereof to the Village of Hastings as provided herein, and the Village of Hastings shall defend same by attorneys and other professionals approved by the respective Municipality/Municipalities- which approval shall not be unreasonably withheld. The Municipalities agree to cooperate with each other as reasonably required for the defense of any such action.

M. The Village of Irvington covenants and agrees at its sole cost to indemnify and hold harmless the Towns of Greenburgh and North Castle, the Villages of Ardsley, Dobbs Ferry, Elmsford, Hastings, Sleepy Hollow, and Tarrytown, their officers, agents, employees, volunteers, successors and assigns of any and all of the foregoing, harmless from and against all liability, including expenses, attorneys' fees, losses and claims, demands, payments, suits, administrative or judicial actions or proceedings, obligations, debts, damages, costs of assessing damages or losses, litigation costs, recoveries and judgments of any nature and description whatsoever resulting from any claim or claims arising out of any act or omission by the Village of Irvington, its officers, agents,

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employees, volunteers, successors and assigns of any and all of the foregoing arising out of their activities undertaken within the scope of this Agreement.

N. In the event of any action or proceeding commenced against the Towns of Greenburgh and/or North Castle, and/or the Villages of Ardsley, Dobbs Ferry, Elmsford, Hastings, Sleepy Hollow and Tarrytown, their officers, agents, employees, volunteers, successors and assigns of any and all of the foregoing, which is asserted to be within the indemnification coverage of Section 5, Paragraph M, the respective Municipality/Municipalities shall give prompt written notice thereof to the Village of Irvington as provided herein, and the Village of Irvington shall defend same by attorneys and other professionals approved by the respective Municipality/Municipalities- which approval shall not be unreasonably withheld. The Municipalities agree to cooperate with each other as reasonably required for the defense of any such action.

O. The Village of Sleepy Hollow covenants and agrees at its sole cost to indemnify and hold harmless the Towns of Greenburgh and North Castle, the Villages of Ardsley, Dobbs Ferry, Elmsford, Hastings, Irvington and Tarrytown, their officers, agents, employees, volunteers, successors and assigns of any and all of the foregoing, harmless from and against all liability, including expenses, attorneys' fees, losses and claims, demands, payments, suits, administrative or judicial actions or proceedings, obligations, debts, damages, costs of assessing damages or losses, litigation costs, recoveries and judgments of any nature and description whatsoever resulting from any claim or claims arising out of any act or omission by the Village of Sleepy Hollow, its officers, agents, employees, volunteers, successors and assigns of any and all of the foregoing arising out of their activities undertaken within the scope of this Agreement.

P. In the event of any action or proceeding commenced against the Towns of Greenburgh and/or North Castle and/or the Villages of Ardsley, Dobbs Ferry, Elmsford, Hastings, Irvington and Tarrytown, their officers, agents, employees, volunteers, successors and assigns of any and all of the foregoing, which is asserted to be within the indemnification coverage of Section 5, Paragraph O, the respective Municipality/Municipalities shall give prompt written notice thereof to the Village of Sleepy Hollow as provided herein, and the Village of Sleepy Hollow shall defend same by attorneys and other professionals approved by the respective Municipality/Municipalities- which approval shall not be unreasonably withheld. The Municipalities agree to cooperate with each other as reasonably required for the defense of any such action.

Q. The Village of Tarrytown covenants and agrees at its sole cost to indemnify and hold harmless the Towns of Greenburgh, North Castle, the Villages of Ardsley, Dobbs Ferry, Elmsford, Hastings,

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Irvington and Sleepy Hollow, their officers, agents, employees, volunteers, successors and assigns of any and all of the foregoing, harmless from and against all liability, including expenses, attorneys' fees, losses and claims, demands, payments, suits, administrative or judicial actions or proceedings, obligations, debts, damages, costs of assessing damages or losses, litigation costs, recoveries and judgments of any nature and description whatsoever resulting from any claim or claims arising out of any act or omission by the Village of Tarrytown, its officers, agents, employees, volunteers, successors and assigns of any and all of the foregoing arising out of their activities undertaken within the scope of this Agreement.

- R. In the event of any action or proceeding commenced against the Towns of Greenburgh and/or North Castle and/or the Villages of Ardsley, Dobbs Ferry, Elmsford, Hastings, Irvington and Sleepy Hollow, their officers, agents, employees, volunteers, successors and assigns of any and all of the foregoing, which is asserted to be within the indemnification coverage of Section 5, Paragraph Q, the respective Municipality/Municipalities shall give prompt written notice thereof to the Village of Tarrytown as provided herein, and the Village of Tarrytown shall defend same by attorneys and other professionals approved by the respective Municipality/Municipalities- which approval shall not be unreasonably withheld. The Municipalities agree to cooperate with each other as reasonably required for the defense of any such action.
- S. The Municipalities acknowledge and agree that the provisions of this section are intended to survive the expiration and/or the termination of this Agreement.

6. AUTHORITY FOR EXECUTION

The respective representatives of each Municipality who executed this Agreement on the behalf of their respective Municipal Corporations, are duly authorized and empowered to execute this Agreement.

7. NOTICES

Any and all notices, communications, payments and demands required under this Agreement shall be made in writing, addressed as follows, or to such other address as may be hereafter designated, in writing, by each party hereto:

To Ardsley:

Village Manager
Village of Ardsley
507 Ashford Avenue
Ardsley, New York 10502

To Dobbs Ferry:

Village Administrator
Village of Dobbs Ferry
112 Main Street
Dobbs Ferry, New York 10522

To Elmsford:

Village Administrator
Village of Elmsford
15 South Stone Avenue
Elmsford, New York 10523

To Greenburgh:

Town Supervisor
Town of Greenburgh
177 Hillside Avenue
White Plains, New York 10607

To Hastings:

Village Manager
Village of Hastings-On-Hudson
7 Maple Avenue
Hastings-On-Hudson, New York 10706

To Irvington:

Village Administrator
Village of Irvington
85 Main Street
Irvington, New York 10533

To North Castle:

Town Administrator
Town of North Castle
15 Old Bedford Road
Armonk, New York 10504

To Sleepy Hollow:

Village Administrator
Village of Sleepy Hollow
28 Beekman Avenue
Sleepy Hollow, New York 10591

To Tarrytown:

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Village Administrator
Village of Tarrytown
One Depot Plaza
Tarrytown, New York 10591

8. WAIVER

No waiver of any breach or of any condition of this Agreement will be binding unless executed in writing and signed by the party waiving such breach. No such waiver shall in any way affect any other term or condition of this Agreement or constitute a cause or excuse for a repetition of such any or other breach unless the waiver shall include the same.

9. ENTIRE UNDERSTANDING

This Agreement contains the entire understanding of the parties who hereby acknowledge that there has been and are no representation, warranties, covenant or understandings other than those expressly set forth herein.

10. MODIFICATION

Neither this Agreement nor any provision hereof, shall be amended or modified, or deemed amended or modified, except by an agreement in writing duly subscribed and acknowledged by all parties to this Agreement with the same formality as this Agreement.

11. BINDING EFFECT

This Agreement shall be binding upon, and enure to the benefit of, the parties, their heirs, successors and assigns.

12. LEGAL INTERPRETATION

All matters affecting the interpretation of this Agreement and the rights of the parties hereto shall be governed by the laws of the State of New York.

13. COUNTERPARTS

This Agreement may be executed in one or more counterparts by some or all of the parties hereto, each of which counterparts shall be an original and all of which together shall constitute a single agreement. The failure of any party hereto to execute this Agreement, or any counterpart hereof, shall not relieve the other signatories from their obligations hereunder.

IN WITNESS THEREOF, the Towns of Greenburgh and North Castle, and the Villages of Ardsley, Dobbs Ferry, Elmsford, Hastings, Irvington, Sleepy Hollow, and Tarrytown, have agreed to the terms and conditions set forth herein.

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VILLAGE OF TARRYTOWN

By: _____

Dated: _____

State of New York)

)s.s.:

County of Westchester)

On the _____ day of _____ in the year 2022, before me, the undersigned, a notary public in and for said state, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

Notary Public, New York

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State of New York)

)s.s.:

County of Westchester)

On this _____ day of _____ in the year 2022, before me personally came _____, to me known, who by me being duly sworn, did depose and say that he/she resides at _____ that he/she is the _____ of the Village of Tarrytown and which executed the above instrument; and that the/she signed his/her name thereto by consent and with approval of the Village.

Notary Public, New York



RECEIVED

DEC 2 J 2021

TARRYTOWN VILLAGE ADMINISTRATOR

445 Hamilton Avenue, 14th Floor
White Plains, New York 10601
T 914.761.1300
F 914.761.5372
cuddyfeder.com

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Anthony B. Gioffre III
agioffre@cuddyfeder.com

December 16, 2021

VIA ELECTRONIC MAIL: rslingerland@tarrytowngov.com

Mayor Karen G. Brown and
Members of the Board of Trustees
Village of Tarrytown
One Depot Plaza
Tarrytown, NY 10591-3199

Re: 29 South Depot Plaza, Tarrytown, NY

Dear Mayor Brown and Members of the Board of Trustees:

On behalf of Lighthouse Living, we are pleased to submit this letter and enclosures in furtherance of our client's interest in redeveloping premises located at 29 South Depot Plaza in the Village. Lighthouse Living ("Lighthouse") is a vertically integrated real estate development company with extensive experience constructing top of the line multifamily developments primarily in Westchester County. Indeed, Lighthouse has 14 successful buildings locally and is also developing multifamily projects in South Carolina.

Lighthouse has followed the progress of the potential to redevelop 29 South Depot Plaza and sees an opportunity to complete a successful project that will support the reactivation of the streetscape at a key location in the Village. Lighthouse proposes to construct a new 4 story / 47' 6" tall multifamily building with 89 units. It is important to note that Lighthouse is proposing that 20% of the units shall be affordable units. Please see enclosed preliminary renderings of the proposal. Lighthouse's proposal is consistent with the Village's 2018 Comprehensive Plan and its sustainable growth goals, is compliant with zoning and will provide the benefits of a true transit-oriented development adjacent to the train station. Importantly and in this regard, the proposed redevelopment will enhance the streetscape from Village Hall into Depot Plaza, include new street lighting, new signage and way finding and provide landscaped medians. Lighthouse also proposes to incorporate onsite amenities including a gym, rooftop pool, outdoor terraces and a rooftop pickleball court.

In order to realize this project, a Payment In Lieu Of Taxes ("PILOT") from the Westchester County Industrial Development Agency will be required. Notwithstanding the need for PILOT, Lighthouse's projections are that there will be no adverse impact to municipal services and that there will be an approximate 325% increase in taxes. We obviously would like to discuss the

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specifics of any proposed PILOT with you in order to identify any comments or concerns you might have.

We welcome the opportunity to discuss this exciting and dynamic project with you and respectfully request that this proposal be placed on the next available Board agenda for us to present Lighthouse's vision and address any questions the Board may have.

Thank you in advance for your consideration.

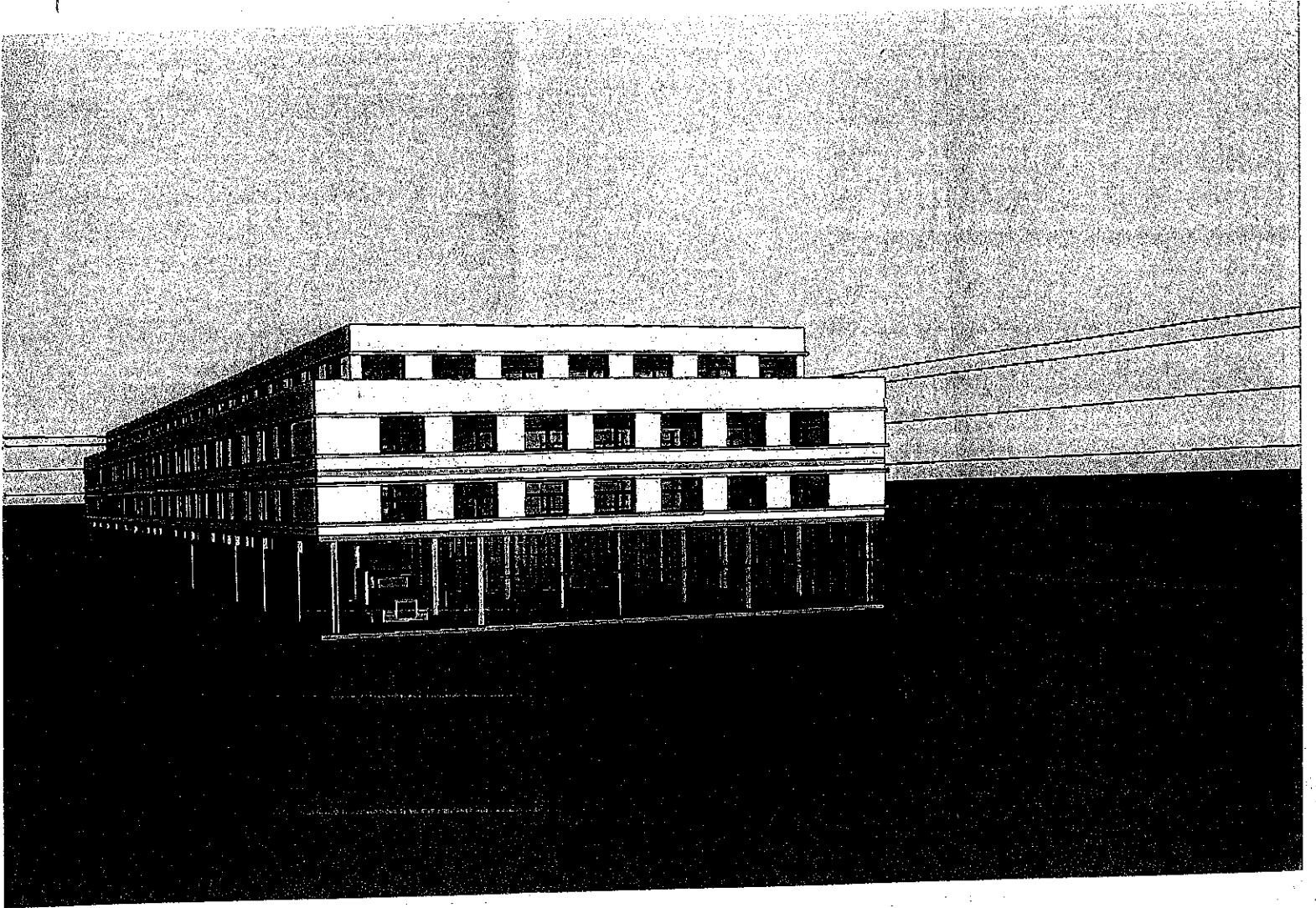
Very truly yours,

Anthony B. Gioffre III

Anthony B. Gioffre III

Enclosure

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